

TOWN OF BAY HARBOR ISLANDS

January 11, 2016

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

COUNCIL REPORTS:

TOWN MANAGER'S REPORT:

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

1. **Consideration** of a request for Appointment to the Parks and Recreation Committee by Ms. Kathleen Kennedy. Enclosed is a copy of Ms. Kennedy letter of interest.

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.)*

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

- a. Minutes of a Regular Council held August 10, 2015
- b. Minutes of a Budget Public Hearing held on September 16, 2015
- c. Minutes of a Public Hearing held on September 16, 2015
- d. Minutes of a Regular Council held on September 16, 2015
- e. Minutes of a Public Hearing held on October 16, 2015.

3. **Consideration** and **Approval** of a request from the David L. Singer Memorial Foundation, Inc. for renewal of the Town's customary charity donation of \$500.00 to the 34th Anniversary of the Special Olympics, Summer Games. The next event will be held on February 28th, 2016. Enclosed is a copy of the funding request form and proposed budget for the event.

4. **Consideration** and **Approval** of a proposal from The Bancorp to lease four (4) new patrol vehicles in the amount of \$22,863.80 per year. Enclosed find a copy of the proposed lease agreement.
5. **Consideration** and **Approval** of a renewal for a Mutual Aid Agreement with the Town of Surfside Police Department and the Town of Bay Harbor Islands Police Department. Enclosed find the proposed agreement.
6. **Approval** of the 2016 Regular Council Meetings Calendar. Enclosed find a copy of the proposed calendar.
7. **Consideration** and **Approval** of a proposal from Online Solutions, LLC ("CitizenServe") for the software upgrade to the Code Compliance, Building Permits, and Business Tax Receipt Programs and other miscellaneous databases. Enclosed is the proposed Service Agreement and related documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

ORDINANCES ON SECOND READING:

8. **Consideration** and **Approval** of an ordinance on **second** reading requested by Council Member Yaffe amending Section 5-19.2 of the Town Code relating to driveways in the RD single-family district. Enclosed find 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 DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

ORDINANCES ON FIRST READING:

9. **Re-consideration** and **Approval** of an ordinance on **first** reading requested by Mayor Leonard amending Section 11 of the Town Code entitled land development regulations to create a new Green / Sustainable Building Program. Enclosed find a copy of the proposed ordinance and supporting documents.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 11 ENTITLED LAND DEVELOPMENT REGULATIONS; CREATING A NEW ARTICLE V TO BE ENTITLED SUSTAINABLE BUILDING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

10. **Consideration and Approval** on an ordinance on **first** reading requested by Council Member Reid amending Section 24-12 the Town Code relating to air conditioning units and other mechanical equipment on balconies. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF THE USES ON EXTERIOR BALCONIES; AMENDING SECTION 24-12 OF THE ZONING AND PLANNING CODE TO PROHIBIT AIR CONDITIONING UNITS AND OTHER MECHANICAL EQUIPMENT ON BALCONIES; 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 **first** reading requested by Council Member Reid amending Section 23 of the Town Code entitled zoning and planning to regulate vacation rentals on the East Island. Enclosed find 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; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING TO CREATE ARTICLE VI. TO BE ENTITLED VACATION RENTALS; PROVIDING FOR THE REGULATION OF VACATION RENTALS; PROVIDING DEFINITIONS; PROVIDING REQUIREMENTS AND STANDARDS FOR SAFETY AND OPERATION OF VACATION RENTALS; PROVIDING A PROCESS FOR ISSUANCE OF CERTIFICATES OF COMPLIANCE, ADMINISTRATION, PENALTIES, AND ENFORCEMENT; UPDATING THE PERMITTED USES IN THE RM-1, RM-2, AND RM-3 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

DEFERRED ITEMS: *(Items listed on previous agendas that were postponed due to time constraints)*

12. **Discussion and possible** action of Community Showcase Video Program to enhance the Bay Harbor Islands Web Site with community promotions, special events, professional marketing and local BHI business advertising. Attach find a related information pertaining to this request.

STAFF RECOMMENDATION: Approval.

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

13. **Consideration and Approval** of a Transfer of Developments Rights (TDR) transaction of the transfer of two (2) dwelling units from Oceanus Condominium, Inc (1060 92nd Street) to Bay Harbor Hotel, LLC (9601 East Bay Harbor Drive). Enclosed is a copy of the application, site plans, and relating documents.

STAFF RECOMMENDATION: Approval.

14. **Consideration and Approval** of a Transfer of Development Rights (TDR) transaction of three (3) dwelling units from 9350 BHI, LLC (9350 Bay Harbor Terrace) to Bay Harbor Hotel, LLC (9601 East Bay Harbor Drive). Enclosed find the application, site plans, and related documents.

STAFF RECOMMENDATION: Approval.

15. **Consideration and Approval** of a Transfer of Developments Rights (TDR) transaction of the transfer of fifteen (15) dwelling unit from the Town TDR Bank for construction of a previously approved project on November 11, 2015, to be located at 9601 East Bay Harbor Drive. Enclosed is a copy of the application, site plans and other supporting documents.

STAFF RECOMMENDATION: Council Discretion.

16. **Consideration and Approval** of a proposal from Miami Dade County Public Library System to establish a library branch at the Bay Harbor Islands Community Center. Enclosed find a copy of the library proposal and associated cost estimates.

STAFF RECOMMENDATION: Approval - Option A

POLL VOTE

17. **Consideration and Approval** of a proposal from The Bancorp to lease five (5) new Police vehicles in the amount of \$29,679.29 per year. Enclosed find a copy of the proposed lease agreement.

STAFF RECOMMENDATION: Approval

POLL VOTE

18. **Consideration and Approval** of expenditure for \$123,036.92 for all emergency equipment to retrofit three (3) current vehicles and nine (9) new police vehicles. Enclosed find a copy of the estimates and equipment description.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

19. **Additional discussion** requested by Council Member Marano regarding the concept presented at last month's meeting of a cohesive plan for the Causeway Island, which includes an entrance feature and a some passive park features on the island's median. Enclosed is information provided by Council Member Marano. Attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island and photographs provided by Assistant Manager JC Jimenez at the request of the Council.

STAFF RECOMMENDATION: Council Discretion.

20. **Discussion** requested by Council Member Marano on creating a Business District Committee.

STAFF RECOMMENDATION: Council Discretion.

21. **Discussion** requested by Vice Mayor Bruder and Council Member Salver pertaining to the ground floor use on Kane Concourse. Enclosed find a copy of Section 23-5 of the Town Code.

STAFF RECOMMENDATION: Council Discretion.

22. **Discussion** requested by Council Member Salver to discuss possible legislation to prohibit contracting with a business which engages in boycotting of a person or entity based on race, color, religion, gender, or national origin. Enclosed find a copy of related information for other cities.

STAFF RECOMMENDATION: Council Discretion.

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

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 1.

ITEM: Consideration of a request for Appointment to the Parks and Recreation Committee by Ms. Kathleen Kennedy. Enclosed is a copy of Ms. Kennedy letter of interest.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

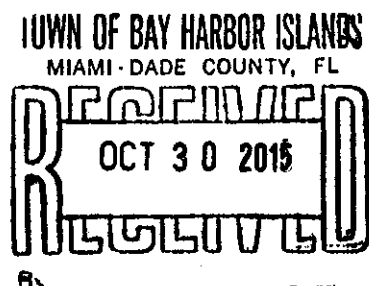
1.	Ms. Kennedy - Letter of Interest	K.Kennedy - Letter of Interest.pdf
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Oct 30, 2015

To: The Council Members!

Now that I am a full time resident, ~~of~~
I would like to be considered
for the Parks + Recreation Committee.
Was nominated before but lived
in Texas at the time, so I resigned.
Thank you for your consideration

Lathin Kennedy



AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 2.

ITEM:

Approval of the following Meeting Minutes:

- a. Minutes of a Regular Council held August 10, 2015
- b. Minutes of a Budget Public Hearing held on September 16, 2015
- c. Minutes of a Public Hearing held on September 16, 2015
- d. Minutes of a Regular Council held on September 16, 2015
- e. Minutes of a Public Hearing held on October 16, 2015.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Draft Minutes	Draft Minutes.pdf
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**MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS**

A regular meeting of the Town Council was held on Monday, August 10, 2015 at 7:01 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call the following members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder
Council Member Doris Marano
Council Member Isaac Salver

Council Member Joshua Fuller
Council Member Kelly Reid
Council Member Robert Yaffe

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Town Manager Wasson withdrew Item 11.

Council Member Fuller pulled Item 1 A and B for discussion.

COUNCIL REPORTS:

Council Member Fuller welcomed back all the residents from the summer break. He reported that he attended the Florida League of Cities Legislative Meeting.

Council Member Yaffe reported that he attended the Florida League of Cities and Miami Dade County League of Cities Meetings.

Vice Mayor Bruder asked the Town Council support to hold a special event for the residents to engage the Business District. She would like to plan a Meet & Greet with Condo Board Members, residents and local businesses to enjoy. Council Member Salver supported Vice Mayor Bruder idea for the special event and stated that he would like to donate money for refreshments.

ACTION: Consensus was to move forward with the special event proposed by Vice Mayor Bruder.

Council Member Reid reported she attended the Miami Dade County League of Cities meeting and also attended the 2015 Florida League of Cities Annual Conference. She also reminded the local businesses that would like to advertise in the local newsletter to contact Town Hall.

Council Member Marano reported that she has been studying the proposed budget.

Mayor Leonard reported that he attended the Miami Dade County Florida League of Cities meeting and 2015 Florida League Cities Annual Conference.

TOWN MANAGER'S REPORT:

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

Dan Brea of BNY/Mellon, came forward to address the Council. He reported the percentages on the different funds.

There were no questions from the Town Council on his report.

Town Manager Wasson stated that he would have a report on the landscaping in September. He also added that Community Center was moving forward and the design team met with the Town Council to address their concerns. He also met with the Miami-Dade County Library Department and they expressed interest in bringing a Library to Town.

PUBLIC COMMENT:

Victor Maya, 1155 103 Street, came forward to address the Council. He question why the resident's property taxes were being increased. He asked the Town Council to consider revising the impact fees and permit fee schedule, since these fees had not been increased in a few years.

John Corral, 9660 W. Bay Harbor Drive, came forward to address the Council. He reported that he met with the Police Department to educate them on the surveillance technologies that were proposed on Item #7. He felt that the Council should not invest on technology that would be outdated in 2 years, and pointed out that the proposed 5 year contract was too long.

Town Manager Wasson stated that any new technology would be updated at no cost to the Town.

At this time Town Manager Wasson withdrew Item 7.

Item 7. Consideration and Approval of the proposal from Vim Wireless for the purchase and servicing for 40 Automatic Vehicle Location Services (AVL/GPS) units for a total of \$51,536.00 for a 5 year service plan.

Frances Neuhut, 1060 Kane concourse, came forward to address the Council. She asked why the neighboring cities Mayor's run for office and not Bay Harbor Islands. She reminded the Council that Mayor Leonard and Council Member Salver were opposed to the Mayor run for office and Council Member Yaffe supported term limits.

Edna Pena, 1050 93 St., came forward address the Council. She stated that there was a new development behind her property and the noise levels for the a/c compressor were very high. She urged the Town Council to regulate the noise level in Town.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She welcomed back Finance Director, Short and also agreed with the residents' concerns on the noise levels. She also stated that she would like to see a Christmas lights display.

COMMITTEE REPORTS:

Item 2. Consideration and Approval to appoint Mr. Ian Sachs to the Parks and Recreation Committee.

ACTION: Council Member Reid made a motion to appoint Mr. Ian Sach to the Parks and Recreation Committee. Council Member Salver seconded the motion and it passed unanimously.

At this time Item 3A, 3B, Item 6, and Item 10 were pulled from the Consent Agenda for discussion.

CONSENT AGENDA:

Item 3. Consideration and Approval of the Following Meeting Minutes:

- c. February 9, 2015 - Regular Council Meeting
- d. March 9, 2015 - Regular Council Meeting
- e. April 13, 2015 - Regular Council Meeting
- f. May 11, 2015 - Organizational Meeting

Item 4. Approval of a Resolution authorizing deposits and withdrawals of Town Funds in certain accounts pursuant to the authority given under Chapter 665.43, Florida Statutes.

Item 5. Approval of a Resolution authorizing the Town Manager to enter into an Interlocal Agreement with Miami Dade County for the use of the county's solid waste management system.

Item 8. Approval of Insurance policy renewal for the Shepard Broad Causeway Bridge for the year beginning July 15th, 2015 through July 14th, 2016 for a total premium of \$188,374.

Item 9. Approval of Change Orders # 6 and # 7 in the Amounts of \$191,867.01 and \$5,182.00 respectively, associated with the Inter Coastal Bridge repairs for Project BC 142.

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

Item 3. Consideration and Approval of the Following Meeting Minutes:

- a. October 7, 2014 - Workshop Meeting
- b. January 12, 2015 - Regular Council Meeting - corrected

ACTION: Vice Mayor Bruder made a motion to approve the Minutes with the corrections from the Town Council to Items 3 A and 3B. Council Member Yaffe seconded the motion and it passed unanimously.

Item 6. Approval of the final policy statement to be added to social media sites for the Town of Bay Harbor Islands.

Assistant Town Attorney Simone explained that the proposed social media policy would apply to everyone using the social media site.

There was a brief discussion from the Council regarding the disclosure, guidelines, and pop up options for users to see the disclaimer.

ACTION: Council Member Salver made a motion to approve the proposed social media policy. Vice Mayor Bruder seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 10. Consideration and Approval of a proposal by Elevator Service, Repair, and Modernization, Inc. for emergency elevator upgrades in the amount of \$150,000.00.

Town Manager Wasson stated that the elevators were very old and it required electrical repairs and new clutches for the cart doors. He added that staff received two proposals from Thyssenkroup and Elevator Service, Repair, and Modernization, Inc. Thyssenkroup proposal was much higher. He explained that the proposal included the additions of new cameras; a new communication system, LED lighting, and the rehabilitation to the interior of the carts. He also added that funding would be come from the General Reserves Fund.

ACTION: Vice Mayor made a motion to approve the elevator repairs in the amount of \$150,000. Vice Mayor Bruder seconded the motion and it passed unanimously by poll vote.

ORDINANCES ON SECOND READING:

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

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

This Item was withdrawn by Town Manager Wasson.

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

Item 12. Consideration and Approval of a Transfer of Development Rights (TDR) application requesting to purchase two (2) units from the Town TDR's Bank for construction of a previously approved project to be located at 9290 W. Bay Harbor Drive.

There was a brief discussion on the current Town owned TDR prices; efforts made from the applicant to purchase from the private market; and current market price for Town owned TDR's.

ACTION: Council Member Salver made a motion to approve the purchase of two (2) town TDR's. Council Member Fuller seconded the motion and it passed unanimously.

Item 13. Consideration and Approval of a private TDR transaction of the transfer of two (2) dwelling units from Bay Harbor Investments Properties, LLC (9901 E. Bay Harbor Drive) to Verzasca Group (1150-60 102 Street).

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

Item 14. Consideration and Approval of private Transfer of Development Rights (TDR) transaction of the transfer of four (4) dwelling units from TPCP Corp dba " the Anchorage" (10001 E. Bay Harbor Drive) to Verzasca Group (1150-1160 102nd St.).

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

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

Town Manager Wasson explained that the Florida Department of Transportation recommended a scour measurement for the Intracoastal bridges. He would like to have a erosion control plan in place and would like to start a bid.

Council Member Marano asked the date of the last evaluation for the bridge. Town Manager Wasson stated that the evaluations are performed every 2 years. Council Member Marano asked if the sidewalks could be widened and what were the estimated cost. Town Manager Wasson stated that he would look into that feasibility and possible costs.

ACTION: Council Member Salver made a motion to approve the proposal from Hardesty and Hanover. Vice Mayor Bruder seconded the motion and it passed unanimously by poll vote.

Item 16. Approval requested by Town Manager Wasson of the Intracoastal Waterway Bridge Lighting Plan by Horton Lees Brogden Lighting Design.

Town Manager Wasson stated that at the Town received a proposal from Horton Brogden for the bridge lighting design. The design company has been recommended by Stantec.

President of Horton Design, Barbara Horton, came forward to address the Council. She was honored to have been invited to design the lighting plan for the Town Intracoastal Waterway Bridge. She presented the design plan that would include under lighting for the underpass, the façade, and all LED lighting to be easy on the traffic. She provided an opportunity to have color changes based on the season or special event. She added that the LED light estimated 20 years of life. She stated that the proposed design would be able to handle the rise in tide and the movement of the bridge.

Town Manager Wasson stated that the estimated cost for this expenditure range from \$130,000 to \$150,000 would include the lighting for the pillar, sides, the wrapping of the piers, spot lights and the color changing option. He added that the Town would have to bid out to get the most current prices for the proposed design. He stated that the Broad Foundation would like to fund the installation for the project.

ACTION: Council Member Yaffe made a motion to approve the design concept for the Bridge Lighting Plan. Vice Mayor Bruder seconded the motion and it passed unanimously.

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

Council Member Marano stated that she was not in favor of the proposed signs submitted by Graphplex Signs. She suggested for staff to research the message sign in other municipalities such as the City of Aventura and the Village of Miami Shores.

There was a brief discussion on the proposed sign size, color, other cities message board signs; other possible locations for the proposed signs; and the amount of money proposed.

PUBLIC COMMENT

Kathleen Kennedy 9900 W. Bay Harbor Drive, came forward to address the Council. She felt that the message board was a great idea, but needed to be more visible for the public.

CLOSED PUBLIC COMMENT

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

Town Manager Wasson stated that he met with staff from Florida International University and they submitted a proposal for \$25,450 to provide a resident survey and strategic plan. They advise that the survey be conducted by their faculty.

PUBLIC COMMENT

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She asked for Staff to explain what the professional services included.

Council Member Reid stated that the survey would reach out to the residents and would develop a mission statement and plan for the Town.

There was a brief discussion regarding the survey; the proposed services and amount; other possible ways to reach to the community like social media and other ways to options to reduce the expenditure amount.

Council Member Reid stated that she would continue to research the proposed services and will try to seek other organizations to take on the task for less money.

ACTION: No action taken.

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

Assistant Manager Jimenez explained that he obtained a proposal from Plant Professional, Inc. for the new holiday lights display for the upcoming holiday season. He explained that the proposal would include light pole decorations (stars & snowflakes) on Kane Concourse for the East and West Islands; royals palms & ligustrums on the median would be wrapped with lights; wrapped lighting for the ligustrums along the sidewalks on Kane Concourse; on the West Island, the robelini, Montgomery, and queen palms in the median would also be wrapped in lights. In addition to the holiday display on the Causeway Island, 12 royal palms surrounding the area that once was the Toll Plaza / parking lot will be wrapped with lights and the addition of a new sign that reads "Season Greetings".

There was a detailed discussion on the proposed design; lighting colors; decorations; the addition of new "Season Greetings" sign and present boxes on the Causeway Island.

PUBLIC COMMENT

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She loved the new lighting concept and like the snowflakes design. She suggested the white lighting for the wrapped trees.

CLOSED PUBLIC COMMENT

Consensus was to alternate the snowflakes and stars decorations; selection of white and blue lights; the addition of the new "Season Greetings" sign and also add the present boxes the holiday display in the Causeway Island.

Assistant Manager Jimenez asked to add an additional \$5,000 to the proposed amount for any unforeseen expenses.

ACTION: Vice Mayor Bruder made a motion to approve the holiday lighting display not to exceed \$40,000 with the Town Council selected decorations. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

Assistant Manager Jimenez stated that the Installation phase would start in the month of October before the Thanksgiving Holiday. He also added that the agreement with Plant Professional, Inc was for 3 years.

Item 20. Re-consideration and Approval of a construction trailer to be located at 10201 East Bay Harbor Drive as required by Section 23-4(7) of the Bay Harbor Islands Town Code.

Town Clerk Siegel explained that the applicant was seeking approval for two (2) construction trailers to be located at 10201 East Bay Harbor Drive. She stated that the Town Council had the discretion to approve the trailer, but the size was debatable. She added that the plans must be onsite when the Building Official visits the construction site.

Building Official Lee, came forward to address the Council. He stated that the proposed construction trailer was not a sales office, the trailer was needed for their construction equipment.

Jeff Slate, Representative for Miller Construction, came forward to address the Town Council. He explained that the smaller trailer was to be used for tools, materials and safety equipment. The larger trailer would be used for office use, to store the site plans, meetings, and management control.

PUBLIC COMMENT

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She was concerned with the amount of construction workers working at the site, she question where they were parking. Mr. Slate responded that the workers were being shuttle from the Town of Surfside.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the 2 construction trailers. Vice Mayor Bruder seconded the motion and it passed unanimously.

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

DISCUSSION ITEMS:

Item 21. Discussion requested by Council Member Reid regarding possible amendments to the Town Code for the regulation of below grade parking garages and vehicle parking lifts.

Council Member Reid explained that this issued has come up at the Planning & Zoning Board Meeting and Board Member Telesco was concerned with the below grade parking on proposed projects. She felt at the issued could create a situation with flooding

At this time Vice Mayor Bruder returned to the dias.

There was a brief discussion on underground parking; sea level rise; parking lifts; flooding; and problems with buildings dealing with flooding.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was concerned with the underground flooding on the Island.

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

Paul Ruthfield, 1231 95 St., came forward to address the Council. He was opposed to the underground parking and felt it could lead to problems.

Mathew Amster, 200 SE 3 Ave., came forward to address the Council. He asked the Council not to make any changes to the Code as there were several developments in Town and other cities that had underground parking and did not experience any problems.

CLOSED PUBLIC COMMENT

At this time Council Member Yaffe returned to the dias.

There was a brief discussion on new developments; studies; flooding; benefits of underground parking and the desire to have more discussion prior to proposing any amendments.

At this time Council Member Marano and Council Member Reid stepped out of the dias.

ACTION: No action taken.

At this time Item 23 was taken out order.

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

ACTION: There being no motion to discuss item was withdrawn.

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

At this time Council Member Marano and Council Member Reid returned to the dias.

Mayor Leonard felt that the gas station would be a great location for Historic designation. He asked for the Council consideration to move forward and apply for Historic designation.

PUBLIC COMMENT

Frances Neuhut, 9920 W. Broadview Drive, came forward to address the Council. She was in favor of the Historic Designation, but was concerned with the environmental hazard below the soiled and suggested the location could be used as a recreational facility.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She supported Mayor Leonard idea to apply for Historic designation for the gas station.

CLOSED PUBLIC COMMENT

There was a brief discussion on the how process to obtain designation from the Historic Preservation Office; the effects of a Historic designation and the current use for the property.

ACTION: Town Council consensus was to not to move forward with an application for Historic Designation at this time with only Mayor Leonard in favor.

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

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

Mayor Leonard asked the Council to consider the possible adoption of an ordinance to encourage LEED certification and incentives for new developments.

ACTION: Council Member Yaffe made a motion to move forward and bring back an ordinance on first reading. Council Member Fuller seconded it the motion and it passed unanimously with Vice Mayor Bruder out of the dias.

Item 26. Discussion requested by Council Member Yaffe regarding concrete driveways in the single family district.

Council Member Yaffe asked for the council to consider the possible amendment to the Town relating to concrete driveways on the West Island. He would like the amendment to require more green space like hedges and trees.

Town Clerk Siegel stated that there was currently 20 percent of landscaping on the East Island, and the Code required for homes to have landscaping.

PUBLIC COMMENT

Frances Neuhut, 9920 W. Broadview Drive, came forward to address the Council. She supported the proposed Code amendment.

ACTION: Consensus was for staff to prepare an ordinance for first reading.

Item 27. Discussion requested by Council Member Yaffe regarding the Town's regulations for portable storage units (PSUs), also known as PODS.

Council Member Yaffe felt that there should be some reasonable limitations of the amount of time storage units, also know as PODS can be in a property, whether is short term or long term storage.

At this time Vice Mayor Bruder returned to the dias.

Town Manager Wasson stated that the Town Code already restricted the time to not exceed 28 days.

Town Clerk Siegel suggested for staff to research the topic more in depth.

ACTION: Consensus was for staff to research the possible amendment and report back to the Council.

At this time Item 22 was taken out of order.

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

Town Manager Wasson asked for the Council to consider an amendment to the Town Code to be consistent. He explained that the code current stated that on the gateway, any new developments had one year to submit plans, and 6 months to start construction. He added that in other districts they only had 6 months to submit plans. The Amendment would make the Code consistent with all districts; require one year for final construction plans and allow a one-time 8 month extension at the Manager discretion.

Attorney, Louis Supraski, 2450 Miami Gardens, came forward to address the Council. He explained that his client had a project approval in June and submitted plans for construction in February. He asked the Town Council to please extend the time for submitting final working plans.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was concerned with the off street parking.

ACTION: Consensus was to have staff bring back an ordinance for first reading.

There being for further business meeting was adjourned at 11:00 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Budget Public Hearing of the Town Council was held Wednesday, September 16, 2015 at 5: 00 p.m. in the Council Chambers. Upon roll call the following Council Members responded:

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

QUASI-JUDICIAL PUBLIC HEARING

Item 1. Announcement of the proposed 2015 property tax rate of 4.55 mills, which is 5.4% more than the rolled-back rate, needed to fund expenses for the year beginning October 1, 2015 and ending September 30, 2016.

Item 2. Public Comment concerning the proposed millage rate and the proposed 2015-2016 Budget.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that there was overdevelopment and stated that she preferred underground utilities instead of the concrete poles. She suggested more children's activities, and another Code Compliance Officer.

CLOSED PUBLIC COMMENT

Item 3. Consideration and Approval of an ordinance of first reading to levy the Town's property tax millage .

AN ORDINANCE PROVIDING FOR A MILLAGE OF 4.55 WHICH IS 5.4% MORE THAN THE ROLLED-BACK RATE FOR THE TOWN OF BAY HARBOR ISLANDS FOR THE CURRENT YEAR, A.D. 2015; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Wasson stated that there were several events that were discontinued in past years, which were now being incorporated back to the Town budget.

There was a brief discussion the possibility of adding the interactive app to the budget; cost of the Christmas decorations; message board; additional senior activities; and Channel 77.

Town Manager Wasson clarified that \$1,400 for Senior Programs and \$5,000 for an Interactive App would be added to the proposed budget.

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

Item 4. Consideration and Approval of an ordinance on first reading making appropriations for the operation of the General Fund, Water Fund, Sewer Fund, Parking Fund, Solid Waste Fund, Causeway Fund, and Stormwater Fund.

AN ORDINANCE MAKING APPROPRIATIONS FOR THE GENERAL, WATER, SEWER, PARKING, SOLID WASTE, CAUSEWAY, AND STORMWATER FUNDS FOR THE YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, IN THE TOTAL SUM OF \$18,128,139; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Item 5. Announcement of the date, time, and place of the second Budget Hearing (September 24, 2015, 5:00 p.m. at Town Hall).

Mayor Leonard announced that the second Budget Hearing would be held on September 24, 2015 at 5:01 p.m.

There being no further business meeting was adjourned at 5: 15 p.m.

MAYOR

ATTEST

TOWN CLERK

MINUTES OF A PUBLIC HEARING MEEETING
TOWN OF BAY HARBOR ISLANDS

A Public Hearing of the Town Council was held on Monday, September 16, 2015 at 7:25 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Jordan W. Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Doris Marano

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Robert Yaffe

QUASI-JUDICIAL PUBLIC HEARING

Item 1. Public Comment with respect to an application for re-zoning of the property located at 9601 East Bay Harbor Drive, Lots 35, 36 and 37 of Block 4 as a Planned Unit Development (PUD) Zoning Overlay. The applicant, Bay Harbor Hotel, LLC, has gone through the review process with Staff and the Planning & Zoning Board where the project was approved subject to the Town Council approval.

The application consists of a seven (7) story building with a ninety nine (99) unit hotel; six (6) floors of hotel rooms over one (1) floor of common area and a pedestrian promenade.

At this time Assistant Town Attorney Simone swore the individuals speaking at the Public Hearing.

Joel Simmons, representative for the applicant Bay Harbor Hotel, LLC, came forward to address the Council. He explained that the applicant was seeking the Town Council approval for a Planned Unit Development for a property on the gateway. He introduced the team, Architect John Carinno, and John Marieno, and the representing Attorneys from Akerman, LLC. The project under went review by the Design and Review Committee, and was approved by the Planning & Zoning Board on August 4th, 2015 as presented. He felt that the land use was compatible with the existing surrounding properties and has complied with accommodating a public access to a promenade.

The applicant was proposing a luxury upscale 99 unit hotel, with a pool deck; reception area; lounge area; outdoor lounge area and a pedestrian walkway. The proposed project did not require any variances and did not encroach into the setbacks. They estimate the hotel occupancy to be at 75 percent at once, with no

traffic to be impacted. There was no outdoor bar being proposed, which did not exceed anything louder than ambient levels noise. The team has estimated that guest would spend about \$10 Million Dollars on dining and local activities that would be captured by the Town local businesses.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was concerned with proposed 99 unit Hotel, traffic congestions and possible excessive noise.

Adam Hasid, Owner of Bay Harbor Drugs. 1015 Kane Concourse, came forward to address the Council. He was supported of the proposed development and felt the project would attract more business to Bay Harbor Islands.

Kathleen Kennedy, 9721 East Bay Harbor Drive, came forward to address the Council. She was concerned with a possible increment of traffic in Town. She suggested for the residents to be allow to enjoy the Hotel Bar.

Remi Allouche, 9110 E. Bay Harbor Drive, came forward to address the Council. He supported the proposed project and felt that it would bring more employment opportunities and tax revenue to the Town.

Morris Broad, 1045 Hardee Drive, came forward to address the Council. He supported the proposed development. He that the team was known for building quality Hotels.

CLOSED PUBLIC COMMENT

Vice Mayor Bruder asked if the applicant reached out to the neighboring property, Seascape Condominium to address their concerns.

President of Seascape Condominium, Christine Justice, came forward to address the Council. She confirmed that the applicant contacted the Board and they assured the neighbors that they would operate the hotel in a very professional manner and a positive construction phase.

Mr. Simmons stated that a survey of the building was performed, so if there any damages during to the construction phase, they would address accordingly.

Vice Mayor Bruder asked about the parking plan for the proposed project. Mr. Simmons responded that the project was required to have 60 parking spaces, 47 of those spaces would be onsite; 21 parking spaces

were approved for purchase from the Parking Trust in 2011. Council Member Yaffe asked where the Hotel employees would park. Mr. Simmons responded that employees will park offsite.

There was a brief discussion on the offsite parking for employees; require parking for the restaurant; past experiences with the previously proposed development at this location; valet parking fees; traffic study; possible condition to have adequate valet services available and Town Planner Miller conditions.

Assistant Town Attorney Simone stated the approval would be subject to Town Planner Miller conditions that included no outdoor area amenities; the applicant would have to secure 21 TDR units; the individual sale of the hotel would be permitted, subject to the Town Attorney review; applicant would be required to offer valet services onsite at all time; staging plan and parking plan must be submitted to the Town Manager prior to the approval of a building permit.

Vice Mayor Bruder asked if the Hotel rooms could be sold as condo units. Assistant Town Attorney Simone stated that would be subject to Town Council approval.

Council Member Fuller stated that he would like for the applicant to allow the residents to enjoy the bar and would like to add that as a condition. Mr. Simmons responded that the applicant has stated that the bar and restaurant would be open to the Hotel guest only.

Council Member Reid was concerned with the traffic impact that development would bring to the Town. She was opposed to the proposed 99 rooms, and suggested lowering the density to 80 rooms.

At this time a poll vote was taken to continue discussion of the proposed development.

Council Members Reid, Marano, Salver and Vice Mayor Bruder were opposed. Council Member Fuller and Yaffe were in favor.

Council Member Yaffe stated that he had the opportunity to tour the Grand Beach Hotel in Surfside and was very impressed with the projects. He added that the PUD ordinance would allow for a 7 story building in the Gateway District.

Vice Mayor Bruder stated that she had the pleasure of staying at one of the applicant facility before and loved it, but did not agree with the proposed 99 units Hotel. She suggested a reduction in the density.

Council Member Marano felt that the proposed Hotel was too massive and was concerned that the traffic turning in Kane Concourse could create traffic congestion.

Attorney Neisen Kasdin, Akerman LLC, came forward to address the Council. He asked the Council to deferred the item to next month and allow for the applicant to come back and address the comments.

Mr. Simmons clarified that the Town Council concerns with the proposed developments were the number of room and the parking plan. He stated that the 54 room hotel would not be financially beneficial to the applicant.

Council Member Yaffe stated that he had a lengthy conversation with Mayor Ditch from the Town of Surfside and he confirmed that the applicant complied with all of their terms in Surfside.

ACTION: Vice Mayor Bruder made a motion to defer the proposed development. Council Member Reid seconded the motion and was deferred by unanimous poll vote.

Item 2. Approval or denial of the above re-zoning application, by consideration on first reading a proposed Ordinance No. ____ granting approval of a Planned Unit Development (PUD) on the property located at 9601 East Bay Harbor Drive.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) ON CERTAIN DESCRIBED PROPERTY LOCATED AT 9601 EAST BAY HARBOR DRIVE; DETERMINING THAT THE PUD APPLICATION COMPLIES WITH THE PURPOSE AND INTENT OF THE PUD ORDINANCE; MAKING FINDINGS REGARDING THE APPROVAL OF THE PUD APPLICATION; DIRECTING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 3. Public Comment with respect to an application for a a proposed seven (7) story building at the property located at 9601 East Bay Harbor Drive, Lots 35, 36 and 37 of Block 4. The underlying zoning for Lots 35 and 36 is RM-1 Multiple Family Residential and Lot 37 is designated as a Gateway. The application is being made for site plan approval of the Gateway property which is part of this development. The Town Code requires that any new development on Gateway properties be approved by the Town Council at a public hearing.

Item 4. Approval or denial of the above application for site plan approval of the Gateway property located at 9601 East Bay Harbor Drive.

If Council approval is given to the PUD Zoning Overlay and the Gateway property development, the approval should be subject to the acquisition of 22 Transfer of Development Rights (TDR) units.

ACTION: No action taken.

There being no further business to discuss meeting was adjourned at 9:10 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Regular Council meeting was held on Monday, September 16, 2015 at 9:22 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

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

SPECIAL PRESENTATION:

Item1. Proclamation: Hunger Action Month

Item 2. Proclamation: Childhood Cancer Awareness Month

Mayor Leonard presented a Proclamation on Childhood Cancer Awareness to the Mystic Force Foundation.

Co-Founder of the Mystic Force Foundation, Sylvia Rodriguez, came forward to address the Council. She stated that the government only provided the public with 4 percent of the revenue for Cancer research. She thanked the Mayor and Town Council for the proclamation and providing the public with Childhood Cancer Awareness.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Yaffe pulled Item # 4 for discussion.

Council Member Marano deferred Item #24 to the next schedule meeting.

Item 24. Discussion and selection of Entrance Signage Feature for the Town to be located on the Shepard Broad Causeway Island.

COUNCIL REPORTS:

Council Member Fuller reported he attended the Florida League of Cities meeting and also attended the September 11th Ceremony.

Council Member Yaffe reported he attended the Florida League of Cities meeting.

Vice Mayor Bruder reported the local school would be remodeling their field. She explained that the school was building a new basketball court and would also incorporate a new security cameras system.

Council Member Reid reported she attended the Florida League of Cities Annual Conference, the Urban Administration Meeting, Dade League Meeting and the September 11th Ceremony.

Council Member Salver reported he attended the 2015 Florida League of Cities Annual Conference; Committee Meetings; Children's Trust Board Meeting and the September 11th Ceremony.

Mayor Leonard reported he attended the 2015 Florida League of Cities Annual Conference and the September 11th Ceremony.

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that the Facebook page was doing great and received a lot of likes; a ground breaking Ceremony was being planned and would provide a date soon. He also added that the After School Program register over 200 kids in the first week.

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.

Frances Neuhut, 9920 W Broadview Drive, came forward to address the Council. She asked why the Town Council continued to reject the Term Limits.

Kathleen Kennedy 9970 W. Bay Harbor Drive, came forward to address the Council. She asked if the Children's Trust provided funds to the Children with Cancer. Council Member Salver responded that the the Children's Trust provided funds to kids with medical needs through Health Net.

At this time Council Member Marano pulled Items #3, #4, #5 and #6 for discussion.

CLOSED PUBLIC COMMENT

COMMITTEE REPORTS: none to report.

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

Item 7. Consideration and Approval of a proposal for Insurance (General liability, Professional, Automobile, Property and Workers' Compensation) from Preferred Governmental Insurance Trust for the fiscal years 2015/2016 and 2016/2017 in the amount of \$241,541 first year premium.

Item 8. Consideration and Approval of a construction trailer to be located at 1133-35 102nd Street as required by Section 23-4(7) of the Bay Harbor Islands Town Code.

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

Item 3. Consideration and Approval of a resolution requested by Council Member Salver urging Florida State Congressional Representatives to disapprove the proposed nuclear agreement with Iran.

Council Member Marano was opposed to the proposed resolution.

Council Member Reid felt that more information was needed on the subject matter and suggested to revise the resolution to strongly urge the President to force the Iran Government to abide.

ACTION: Council Member Salver made a motion to approve the proposed resolution as presented. Vice Mayor Bruder seconded the motion and it passed 6-1 with Council Member Marano opposed.

Item 4. Consideration and Approval of a Resolution to extend Council Meetings requested by Mayor Leonard. The resolution will give the Town Council the ability to extend the meetings beyond 11:00 PM.

There was a brief discussion on opposition to extend the meeting beyond 11:00 p.m.; suggestion to extend a maximum of 15 minutes past 11:00 p.m. only; earlier start to council meetings; amount of time council discuss agenda items and possible option to move any unfinished business to the next business day.

Town Clerk Siegel suggested an earlier start to the meetings and stated that there was no mandate on the start time.

ACTION: Council Member Yaffe made a motion to amend the proposed resolution that would allow for any item being discussed at 11:00 p.m. would be the last item for action. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 5. Consideration and Approval of a resolution requested by the Town Council updating and adopting new values for Town owned TDR (Transfer of Development Rights) units.

Council Member Marano suggested amending the Town owned TDR value price to \$65,000 for waterfronts properties.

PUBLIC COMMENT

John Warsing, Director of Sales for Le Jardin and the Pearl House Project, came forward to address the Council. He stated that the project owners submitted a TDR application to purchase Town owned units. He respectfully asked the Town Council to allow them to purchase the Town owned TDR units at the previous price.

CLOSED PUBLIC COMMENT

Assistant Town Attorney Simone stated that the Town Council was subject to their discretion, but he recommended for the Council to be consistent.

ACTION: Vice Mayor Bruder made a motion to approve the new values for Town owned TDR as presented on the Appraisal. Council Member Fuller seconded the motion and it passed unanimously.

Item 6. Consideration and Approval of a Mutual Aid Agreement between the Town of Bay Harbor Islands and Miami-Dade County Police Department.

Council Member Marano asked the Town Manager to explain the proposed Mutual Aid Agreement with Miami-Dade County Police. Town Manager Wasson responded that the agreement was a common practice among smaller municipalities. They usually help with special teams like the SWAT team; traffic and special events.

ACTION: Council Member Salver made a motion to approve the proposed Mutual Aid Agreement. Council Member Fuller seconded the motion and it passed unanimously.

At this time Council Member Salver stepped out of the dias.

Item #18 was taken out of order.

Item 18. Consideration and Approval of the 2014-2017 Collective Bargaining Agreement Between the Town Of Bay Harbor Islands Police and Miami-Dade County Police Benevolent Association.

Town Manager Wasson explained the highlights of the contract included a 3 year agreement; ranking system; take home vehicles program for the officers; pension multiplier; 12 hour shifts and the drop program.

At this time Council Member Salver returned to the dias.

ACTION: Council Member Fuller made a motion to approve the Collective Bargaining Agreement. Council Member Reid seconded the motion and it passed 6-1 with Council Member Marano opposed.

Item 22. Discussion and direction to staff on proposed changes to the ordinance regulating single family driveways, driveway materials and related items.

Favia & Alan Cohen, 1391 98 St., came forward to address the Council. She urged the Council to not prohibit the turf block to the proposed driveway materials. She felt that the turf was a balance between concrete and grass.

Town Planner Miller stated that the proposed changes were from the discussion from the last regular Council meeting. The Council agreed that the quality of materials were not suitable.

ACTION: Consensus was to defer the item to the next schedule meeting to allow the Council to look at neighboring driveways.

Item 23. Discussion and approval of conceptual design for landscaping submitted by O'Leary Richards Design Associates, Inc. This item was originally requested by Council Member Fuller and staff was directed by the Town Council to research and bring back for approval.

Kathryn O'leary representative from O'Leary Design Associates, Inc., came forward to address the Council. She submitted the conceptual design for the street corners and Kane Concourse. She explained that on Kane Concourse they proposed to replace the existing plants to a ground cover riva red velvet and ficus. On the Southeast area of East Bay Harbor Drive, they proposed the replacement of the existing plant to green ficus, and red velvet.

Council member Fuller stated that the design concept presented was not was what he requested and would like a plan on how to beautify the East Island. He asked for the staff to come back with a more general plan that would be consistent with the new developments landscaping.

There was a brief discussion on the proposed landscaping design; species; amount of money to be spent; Draft Street Tree Master Plan; landscaping on the West Island versus the East Island and the areas that were needed to be redesign; ways to encourage developers to use similar landscaping as the master plan.

ACTION: Consensus was for Staff to come back with conceptual design for the East Island once the Street Tree Master Plan was finalized.

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

Item 14. Consideration and Approval of a private TDR transaction of the transfer of five (5) dwelling units from 9201 WBH, LLC (9201 W. Bay Harbor Drive) to Islands Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive).

ACTION: Vice Mayor Bruder made a motion to approve the private TDR transaction. Council Member Yaffe seconded the motion and it passed 6-1 with Council Member Reid opposed.

Item 15. Consideration and Approval of a Transfer of Development Rights (TDR) application requesting to purchase three (3) units from the Town's TDR bank for construction of a previously approved project on January 6, 2015, to be located at 1170 - 101 Street.

Managing Director, Edward Clement came forward to address the Council. He stated that the project construction was moving forward. He respectfully asked the Town Council to consider the request to purchase Town owned TDR units at the previous price.

ACTION: Vice Mayor Bruder made a motion to approve the purchase of three (3) units from the Town's TDR bank at \$52,000 per unit. Council Member Salver seconded the motion and it passed unanimously.

Item 16. Consideration and Approval of a Transfer of Development Rights (TDR) transaction of the transfer of six (6) dwelling units from the Town TDR Bank for construction of a previously approved project on January 6, 2015, to be located at 1150-60 102nd Street.

ACTION: Vice Mayor Bruder made a motion to approve the application to purchase six (6) TDR units from the Town TDR bank at \$52,000 per unit. Council Member Salver seconded the motion and it passed unanimously.

Item 12. Consideration and Approval of an ordinance on first reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service.

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

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

Item 13. Consideration and approval of an ordinance on first reading amending Section 9-38 of the Town Code increasing the solid waste fees.

AN ORDINANCE AMENDING SECTION 9-38 (B)(C) OF THE TOWN OF BAY HARBOR ISLANDS CODE INCREASING THE MONTHLY SOLID WASTE FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

ORDINANCES ON FIRST READING:

Item 9. Consideration and Approval of a ordinance on first reading amending Section 5-23 of the Town Code, entitled building and construction in order to amend the date in which final working plans are required to be submitted.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED BUILDING AND CONSTRUCTION, AND SPECIFICALLY AMENDING SECTION 5-23, ENTITLED TIME FOR SUBMITTING FINAL WORKING PLANS IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Wasson stated that Items 9, 10, and 11 were ordinances amending the Town Code to be consistent and have all submitted construction drawings within one year.

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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that the ordinance would amend the code for working plans to be submitted within 365 days. She felt that this would delay the projects.

CLOSED PUBLIC COMMENT

Vice Mayor Bruder returned to the dias.

There was a brief discussion regarding the amount of days that can be extended; Town Manager discretion to extend the days for submittal and whether to have the extension approve by the Town Council.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance. Council Member Fuller seconded the motion and it passed 5-2 with Council Member Marano and Council Member Reid opposed.

Item 19. Consideration and Approval of Change Order #10 in the amount of \$96,775.02 to provide shoring to support for additional concrete pier caps. The Council previously approved a change order for similar work on other piers, the ones included in this change order are in addition to those already approved.

At this time Council Member Marano left the meeting.

ACTION: Vice Mayor made a motion to approve the change of order #10. Council Member Salver seconded the motion and it passed unanimously by poll vote.

Item 17. Appointment of two Council Members to the Board of Trustees (Retirement Board). One appointment will be for a two year term and the other one will be for three years.

ACTION: Mayor Leonard made a motion to appoint Council Member Salver and Council Member Reid to the Board of Trustees. Council Member Fuller seconded the motion and it passed unanimously.

Item 20. Discussion and approval requested by Mayor Leonard to develop an incentive program/ordinance to encourage the construction of LEED (Leadership in Energy & Environmental Design) Certified Residential and Commercial Buildings in the Town.

ACTION: Consensus was to bring back an ordinance for first reading using the Pinecrest model as guide.

At this time Council Member Yaffe left the meeting.

Item 10. Consideration and Approval of an ordinance on first reading amending Section 23-21(J) of the Town Code, entitled Gateway (G) Zoning District in order to amend the date in which final working plans are required to be submitted.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING, AND SPECIFICALLY AMENDING SECTION 23-21(j), ENTITLED GATEWAY (G) ZONING DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that developers should not be given an extension.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the proposed ordinance. Vice Mayor Bruder seconded the motion and it passed 4-1 by poll vote with Council Member Reid opposed.

Item 11. Consideration and Approval of an ordinance on first reading amending Section 23-18 of the Town Code, entitled Planned Unit Development (PUD) Zoning Overlay District in order to amend the date in which final working plans are required to be submitted.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING, AND SPECIFICALLY AMENDING SECTION 23-18, ENTITLED PLANNED UNIT DEVELOPMENT (PUD) ZONING OVERLAY DISTRICT IN ORDER TO AMEND THE DATE IN WHICH FINAL WORKING PLANS ARE REQUIRED TO BE SUBMITTED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Wasson stated that this was important amendment to have the Town Code be consistent.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was opposed to the Code amendment and suggested for any applicant that require an extension to request a variance.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance. Council Member Fuller seconded the motion and it passed by 4-1 poll vote with Council Member Reid opposed.

Item 21. Discussion requested by Council Member Reid regarding the noise ordinance.

ACTION: Consensus was for Staff to investigate the subject matter further and report back to Council.

There being no further business to discuss meeting was adjourned at 11:16 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Public Hearing of the Town Council was held on Monday, October 13th, 2015 at 7:00 p.m. in the Council Chambers. The meeting was opened with the Pledge of Allegiance. Upon roll call, the following Council Members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Doris Marano

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Robert Yaffe

QUASI-JUDICIAL PUBLIC HEARING

Item 1. Public Comment with respect to an application for re-zoning of the property located at 9601 East Bay Harbor Drive, Lots 35, 36 and 37 of Block 4 as a Planned Unit Development (PUD) Zoning Overlay. The applicant, Bay Harbor Hotel, LLC, has gone through the review process with Staff and the Planning & Zoning Board where the project was approved subject to the Town Council approval.

The application consists of a seven (7) story building with a ninety nine (99) unit hotel; six (6) floors of hotel rooms over one (1) floor of common area and a pedestrian promenade.

At this time Town Attorney Sherman swore in those individuals testifying in the Public Hearing.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She was opposed to the proposed development and felt that there was not enough parking to accommodate the proposed Hotel.

Victor Maya, 1155 103 St., came forward and stated that the traffic study submitted did not factor in future developments. He was concerned that applicant could convert the hotel units into a condominium.

Paul Pivot, 1013 Kane Concourse, came forward to address the Council. He was a small business owner on Kane Concourse and supported the proposed development. He felt that the new development would attract more people to the Business District.

Daniel Holder 24 Bal Bay Drive, came forward and stated that he lived directly across from the proposed development and had a noise nuisance in the past with the previous owners. He liked the previous submission of site plans and felt that proposed site plans showed a bigger building.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and suggested a reduction in Hotel rooms and was concerned with possible traffic congestion.

Paul Basile, 9240 W. Bay Harbor Drive, came forward in support of the proposed development and felt it would be a great addition to Town.

John Lahmi, 9250 W. Bay Harbor Drive, came forward to address the Council. He supported the proposed development and felt that it would be positive addition to Town.

Igmal Elian, 9630 W. Bay Harbor Drive, came forward in supported the new development and felt that tourist visiting the proposed Hotel would bring business to Town and the surrounding cities.

At this time Vice Mayor Bruder read a letter from a local business owner Robert Bassan. He was in support of the proposed development and urged the Council to approve the project.

Denis Neuhut, 1060 Kane Concourse, came forward to address the Council. He was opposed to the proposed project and felt it could create parking problems for the Town.

Item 2. Approval or denial of the above re-zoning application, by consideration on first reading a proposed Ordinance No. ____ granting approval of a Planned Unit Development (PUD) on the property located at 9601 East Bay Harbor Drive. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) ON CERTAIN DESCRIBED PROPERTY LOCATED AT 9601 EAST BAY HARBOR DRIVE; DETERMINING THAT THE PUD APPLICATION COMPLIES WITH THE PURPOSE AND INTENT OF THE PUD ORDINANCE; MAKING FINDINGS REGARDING THE APPROVAL OF THE PUD APPLICATION; DIRECTING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATION ON THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Joel Simmons, came forward to address the Council. He explained the applicant was proposing a luxury Hotel to be located at 9601 E. Bay Harbor Drive. The team had addressed the Town Council concerns from the last meeting. The applicant was ready to proceed with the construction phase of the

project pending the Town Council approval. He stated that the proposed building was smaller than what the Code permitted which allowed for larger setbacks. The traffic study showed the Hotel would only generate approximately 25 percent of traffic. He added that the applicant plans to have four (4) valet attendants to have little impact on the traffic, with one more additional attendant during peak time when the Hotel reached 50 percent occupancy. He added that the new site plans submitted reflect a reduction to 96 rooms by creating suites. He stated the owners would agree to allow the bar and restaurant to be open to the public as long as it did not require any additional parking allocation.

Traffic Engineer, Sara Field, came forward to address the Council. The traffic count was performed at the beginning of the year. She added that the level of service will comply with the Town Comprehensive Plan.

Attorney Simmons stated the team was open to having public accessibility to the restaurant and added that the surrounding businesses owners were in support of the proposed development. The applicant would be willing to have a peer review of the traffic study, if required by the Town Council.

There was a detailed discussion regarding the traffic study; growth factor; possible peer review of the traffic study; the public accessibility to restaurant and bar; parking requirements for restaurants; underground parking and the number of rooms proposed.

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance with the following conditions:

1. A peer review of the traffic study be performed and completed before second reading of the ordinance.
2. Site Plan amendment to 96 rooms
3. Maintain a Parking Trust Agreement for the 21 parking spaces.
4. Valet Services Commitment for the Hotel.
5. After the first three (3) months, Town Manager can review and recommend any necessary changes needed to the Valet Services.

Council Member Yaffe seconded the motion and it passed 4-3 by poll vote, with Vice Mayor Bruder, Council Member Marano and Council Member Reid opposed.

Item 3. Approval or denial of the above application for site plan approval of the Gateway property located at 9601 East Bay Harbor Drive.

If Council approval is given to the PUD Zoning Overlay and the Gateway property development, the approval should be subject to the acquisition of 22 Transfer of Development Rights (TDR) units.

ACTION: Consensus was to defer the item to the next scheduled Public Hearing.

There being no further business to discuss meeting was adjourned at 8:33 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a request from the David L. Singer Memorial Foundation, Inc. for renewal of the Town's customary charity donation of \$500.00 to the 34th Anniversary of the Special Olympics, Summer Games. The next event will be held on February 28th, 2016. Enclosed is a copy of the funding request form and proposed budget for the event.

DESCRIPTION:

The David L. Singer Memorial Foundation submitted a funding request form for a donation in the amount of \$500 for the Special Olympics event to be held on February 28th, 2016.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This is a budgeted charity donation.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Funding Request Form	Special Olympics- funding request.pdf
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TOWN OF BAY HARBOR ISLANDS

FUNDING REQUEST FORM

DAVID L. SINGER

1. Name of Organization: MEMORIAL FOUNDATION 2. Amount Requested: \$500⁰⁰
 Address: 19436 N.E. 26th AVE #84 INC. N. MIA. BCH FL 33180 Phone: 305-935-4733
(city / state / zip code)
3. Mission Statement: PROVIDA ATHLETISM FOR MENTALLY & PHYSICALLY CHALLENGED PERSON
4. Tax Status: 501(c)3 5. Employer Identification # 65-0350670
6. Purpose of Request (Name of the Project this request will fund): SPECIAL OLYMPICS
TRACK & FIELD EVENT
7. Anticipated Project Start Date: 3/1/15 Anticipated Project Completion Date: 3/1/15
8. Total Cost of the Project (A detailed budget must be attached): \$ 28,110⁰⁰
9. Have any other cities or private entities donated money to this project? (YES) NO
- 9 b. If yes, please list those cities or entities with the amounts donated by each: NORTH MIAMI
BEACH \$2,500, NORTH MIAMI \$500, MEDLEY \$250, VIRGINIA GARDENS \$250
COMMISSIONER JALY HAYMAN-DISTRICT 4 \$2,500
10. Will this request have a direct impact on the Town of Bay Harbor Islands? (YES) / NO
- 10 b. If yes, how? COGNITIVELY DISABLED CHILDREN FROM BAY HARBOR ISLANDS
PARTICIPATE IN THIS EVENT
11. Will this be a reoccurring request (Is a future donation request likely)? (YES) / NO
- 11 b. If yes, please explain why? THIS IS AN ANNUAL EVENT THAT WE HAVE
BEEN PRESENTING FOR 33 YEARS.

EDWARD SMITH DIRECTOR / CHAIRMAN

Name and Title of Individual Filing Request
(please print)

[Signature]

Signature

12/16/15

Date

* Please note: All Organizations who are awarded funding, will be required to provide a follow-up report no later than two weeks after project completion.

DAVID L. SINGER MEMORIAL FOUNDATION, INC.

BUDGET FOR SPECIAL OLYMPICS SUMMER GAMES (ATHLETICS)

Funded by: David L. Singer Memorial Foundation, Inc.
Hosted by: North Miami Beach Optimist Club

Site: Traz Powell Stadium

BUDGET:

Traz Powell Stadium lease	\$1,000.00
Posters – Reflex Graphics	500.00
Dodge City Amusements	1,350.00
Office Depot supplies (markers, pens, clip boards etc.)	400.00
Seacoast Rentals (tents, banquet tables, chairs)	5,100.00
Goldstar Printers (heat sheets, time sheets etc.)	1,250.00
McKorkle Ice	600.00
Private Security (3 nights – 6 PM to 6 AM)	580.00
Ryder Trucks (2 – one refrigerated, one not)	1,280.00
Trophies & Plaques	1,100.00
T-shirts for volunteers	5,500.00
Athletes and Coaches shirts	2,500.00
Coca Cola – 75 cases assorted – 20 oz. bottles	1,300.00
Golf Carts – rental 5 carts	500.00
2,400 units bottled water	1,200.00
Large Showmobile Stage	750.00
Food (1,500 sandwiches for participants & coaches)	1,100.00
Food for Olympic Village Concession	900.00
Airline tickets & hotel for 2 Special Olympics Officials	1,200.00

TOTAL: \$28,110.00

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 4.

ITEM:

Consideration and Approval of a proposal from The Bancorp to lease four (4) new patrol vehicles in the amount of \$22,863.80 per year. Enclosed find a copy of the proposed lease agreement.

DESCRIPTION:

Consideration of an expenditure for the lease of four (4) new patrol police vehicles through The Bancorp, paid from the Police Department Budget. The annual lease per vehicle is \$5,715.95 or a total expense for this year's budget of \$22,863.80. Base price of the vehicle is \$25,586.00 and will be purchased through the Florida Sheriffs Association Cooperative Bid Award.

This is a five year lease agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is a budgeted expenditure in the amount of \$22,863.80.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Lease Agreement	lease.pdf
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OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 10/02/2015, between The Bancorp Bank (Lessor) and Town of Bay Harbor Islands (Lessee).

Customer # TBD

Unit # TBD

Date 10/23/2015

Year, Make & Model	VIN
2016 Ford police Interceptor utility AWD (K8A)	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
black	dark	per spec's # 7 on FL Sheriff's Bid	fl	n/a

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$25,586.00</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$5,715.95</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0</u>	Estimated Initial Tax & Tags	<u>n/a</u>
Total Annual Payment	<u>\$5,715.95</u>		

Additional Terms and Conditions:

4 ordered units, the schedule is per vehicle, subject to credit approval

LESSEE Town of Bay Harbor Islands		Signature _____	
Signature _____		Title _____	
Title _____		Signature _____	
Signature _____		Title _____	
Title _____			
Signature _____		LESSOR The Bancorp Bank	
Title _____		Signature _____	
		Title _____	

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a renewal for a Mutual Aid Agreement with the Town of Surfside Police Department and the Town of Bay Harbor Islands Police Department. Enclosed find the proposed agreement.

DESCRIPTION:

The agreement shall become in effect upon approval of the Town Council and will continue to be in full force until January 1, 2021.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Linda Presendieu, Administrative Assistant

ATTACHMENTS

1.	Surfside MOU	SURFSIDE MOU.pdf
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MUTUAL AID AGREEMENT
BETWEEN THE TOWN OF BAY HARBOR ISLANDS
AND THE TOWN OF SURFSIDE POLICE
DEPARTMENTS

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

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

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

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement.

NOW THEREFORE, BE IT KNOWN that the Town of Bay Harbor Islands, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to

fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

a) Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the Town of Bay Harbor Islands or the Town of Surfside Police Department.

c) Agency head: Either the Chief of Police of the Town of Bay Harbor Islands Police Department, or the Chief's designees; and the Chief of Police of the Town of Surfside Police Department, or the Chiefs designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida,

that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete equipment, unreasonably facilities, and its own manpower, other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a) All employees of the participating municipal police department employees including as defined certified law

enforcement in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to

the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including January 1, 2021. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

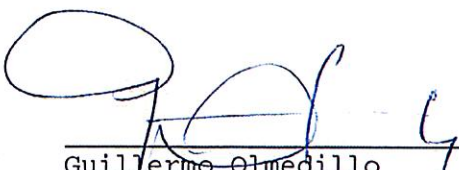
This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED on this 8th day of December 2015.

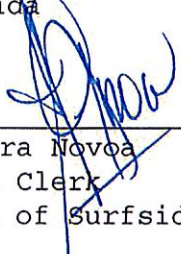
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Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands,
Florida

Marlene Maranie
Town Clerk
Town of Bay Harbor Islands, Florida



Guillermo Olmedillo
Town Manager
Town of Surfside
Florida



Sandra Novoa
Town Clerk
Town of Surfside, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:



Linda Miller, Town Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE TOWN OF BAY HARBOR ISLAND ONLY:

Craig Sherman, Town Attorney

JOINT DECLARATION OF
THE CHIEF OF THE TOWN OF
BAY HARBOR ISLANDS POLICE DEPARTMENT
AND
THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT

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

- participating in law enforcement activities that are pre-planned and approved by each respective agency head; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent (see #9 below)

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

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

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

DATE: _____

DATE: _____

Chief Sean Hemingway
Police Department
Town of Bay Harbor Islands

Chief David Allen
Police Department
Town of Surfside

Attest:

Attest:

Marlene Maranie
Town Clerk
Town of Bay Harbor Islands
Florida

Sandra Novoa
Town Clerk
Town of Surfside
Florida

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 6.

ITEM: Approval of the 2016 Regular Council Meetings Calendar. Enclosed find a copy of the proposed calendar.

DESCRIPTION:

The 2016 Regular Council Meetings Calendar is being presented as per Town Code.

Charter Section 2.07 - Meetings

(a) Regular meetings of the Town Council shall be held not less than ten (10) times each fiscal year.

Staff needs to know which meetings will be the scheduled time off (Summer & Winter Breaks) for Council and Staff planning purposes.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	2016- Calendar	2016 meeting dates-deadlines.pdf
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**REGULAR COUNCIL MEETING
DATES AND DEADLINES - 2016**
(second Monday of each month)

DEADLINE DATES

Deadline for Agenda Items to Marlene	Council Meeting Dates
Monday, December 21	Monday, January 11
Monday, January 25	Monday, February 8
Monday, February 29	Monday, March 14
Monday, March 23	Monday, April 11
Monday, April 25	Monday, May 9
Friday, May 27	Monday, June 13
Monday, July 25	Monday, August 8
Monday, August 29	Monday, September 12
Monday, September 26	Thursday, October 13***
Monday, October 28	Monday, November 14

****All deadlines are at 5:00 p.m., unless otherwise noted. Items needing considerable staff review might need to be turned in earlier.***

**** Columbus Day - October 10th**

***** Yom Kippur - October 11th & 12th**

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a proposal from Online Solutions, LLC ("CitizenServe") for the software upgrade to the Code Compliance, Building Permits, and Business Tax Receipt Programs and other miscellaneous databases. Enclosed is the proposed Service Agreement and related documents.

DESCRIPTION:

The proposed Service Agreement would provide a limited subscription to access and use the CitizenServe Software. The agreement was reviewed by the Town Attorney's office.

The software provides support services, infrastructure, data back up and configuring information. This would move us from an antiquated software to a cloud base system being used by many municipalities today.

The software is geared to provide services to the following Departments:

- * Building / Permitting
- * Code Compliance
- * Business Tax Receipts
- * Other In-house databases used for everyday tasks.

Staff from all of these departments had an opportunity to review the software and has determined that it meets all our needs. We also reviewed other vendors with similar products. Staff strongly recommends CitizenServe and is eager to begin migrating the data. This expense was also included in 2015-2016 Budget.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The total cost for implementing all of the upgrades the first year is \$29,700.

Each Additional year fees is \$18,000.00

This is a budgeted expenditure.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Service Agreement	CitizenServe Software.pdf
2.	Invoice	Citizenserve-invoice.pdf

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Town of Bay Harbor Islands, Florida ("Customer") with its principal place of business at 9665 Bay Harbor Ter., Bay Harbor Islands FL 33154 is made effective as of 12/01/2015 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the work order which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data and configuring information. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

Customer agrees to maintain the Authorized Website(s) identified in the CitizenServe Order Form, provide CitizenServe with all information reasonably necessary to setup or establish the Service on Customer's behalf, and allow a "Powered by CitizenServe" logo with a hyperlink to CitizenServe's website home page on the Authorized Website.

3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

a) TERMINATION AND DEFAULT: If Citizenserve defaults in its performance under the Agreement, and does not cure the default within ten (10) days after receipt of written notice of such default, Customer may terminate the Agreement without further notice to Citizenserve, without penalty, without payment of any applicable termination charges and Customer shall have no further liability under the Agreement.

b) TERMINATION FOR CONVENIENCE: Customer may terminate the Agreement at any time without cause upon thirty (30) days prior written notice to Citizenserve. Upon such termination, Customer will pay Citizenserve in accordance with the payment provisions of the Agreement through the date of termination.

5. INDEMNIFICATION:

Citizenserve agrees to indemnify and hold Customer, its agents, servants, officials and employees, harmless from and against all claims, damage, costs and expenses, including attorneys' fees, arising out of Citizenserve's performance, or failure to

perform, any service or function required by the Agreement and for any property damage or personal injury caused by Citizenserve.

6. SOVEREIGN IMMUNITY:

Customer is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure Customer of the limitation from liability provided to the State's subdivisions by state law.

7. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

To the extent permitted by law, each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. VENUE:

Venue for any action arising from or related to the Agreement shall be brought in a court of competent jurisdiction in Miami-Dade County, Florida.

11. INSURANCE: For the initial term of the Agreement and for any Amendment thereto, Citizenserve shall carry, and at all times maintain in full force and effect, sufficient insurance to provide the coverage described in the Agreement, as well as the specific coverage as follows: The insurance shall cover Citizenserve in the performance of services under the Agreement. Citizenserve shall provide to Customer an appropriate certificate of insurance evidencing compliance with the Agreement. Citizenserve shall, for a period of two (2) years following the termination of the Agreement maintain a reporting endorsement or "tail coverage" in an amount equal to that described above. All policies shall contain a provision that the insurer shall give Customer at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Citizenserve's insurance.

16. ACCEPTANCE:

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **"Customer"**

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Order Form

Account Name: Bay Harbor Islands, Florida

Contact Information:

Roberto Gonzalez
IT Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Email: rgonzalez@bayharborislands.net
Phone: (305) 788-6548

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 7/1/2015
Service Term Ends: 6/30/2016

Billing Information:

Roberto Gonzalez
IT Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Email: rgonzalez@bayharborislands.net
Phone: (305) 788-6548

Components Selected:

Code Enforcement
Permitting
Citizen Portal

Fees:

12 User Subscriptions	\$125.00 per named user per month	\$18,000.00
Setup, Training and Implementation	\$600 per named user	\$7,200.00
Additional Services	Data Migration, PTWin (Permits and Code Cases)	\$2,500.00
	Data Migration, Access (various databases)	\$2,000.00
Integration	Payment processors listed in Appendix A	\$0.00
Total 1st Year Fees		\$29,700.00
Each Additional Year Fees		\$18,000.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154





Order Form

Appendix A – CitizenServe existing payment processors

[Authorize.net](#)

[CyberSource](#)

[ETS](#)

[Invoice Cloud](#)

[HP Convenience Pay Services](#)

[PayPal](#)

[Xpress Bill Pay](#)

[CiviTek](#)

Integration with Payment processor not on this list will incur a onetime charge of \$5,000

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on **second** reading requested by Council Member Yaffe amending Section 5-19.2 of the Town Code relating to driveways in the RD single-family district. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

Amendments to the Code contained in this ordinance include the following:

Driveway setbacks from property lines
Driveway setbacks from structure
Driveway materials
Security Gates - Kane Concourse
Minimum Driveway Width for Straight Driveways

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Staff Report	BHI TC Agenda Package SFR Driveways Oct 26 2015.pdf
2.	proposed ordinance	Driveways - Draft Ord Oct 26 2015-.pdf

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

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

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

Date: October 26th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Single-Family Driveways
MMPA Acct. No.: 01-0702-0500A

ISSUE

At the August 10th, 2015 Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. Comments included "too much of the front yard areas were being paved" / "not enough landscaping". MMPA was requested to study this and report back with observations / recommendations. Due to a lengthy meeting, discussion on this item was differed at the September 16th, 2015 Town Council meeting. At the October 13th, 2015 Town Council meeting this topic was discussed. The Town Council expressed support for "turf block" as a permissible driveway material, without any delineated borders as recommended by MMPA. The Town Council instructed staff to revise the draft Ordinance accordingly and schedule the item for adoption through the normal process.

ANALYSIS

MMPA researched other municipal codes and researched existing site conditions at homes in the Town to observe how modifying the single-family driveway regulations may affect future development. One key observation is that while the Town requires at least two (2) parking spaces for each home, none are required in a garage (required on exterior driveway). Typically a garage can accommodate 1-2 vehicles with room for 2-3 more vehicles on driveways (straight / circular). A number of homes have removed their garages; therefore, all parking must be done outdoors.

Percentage of Pervious (Green) Space – One way to reduce the expansive hard appearance from adjoining streets is to require a pervious (green) percentage (overall site / front yards). Currently there is no Code requirement for a minimum pervious area for single-family homes within the Town. Many other local municipalities require a pervious percentage for the lot with one municipality (North Miami Beach) requiring a certain percentage in the front (street side) yard.

The attached table (Exhibit "A") shows the 18 single-family homes that have been approved by the Town since January 2014. The average pervious area for the entire lot for these projects is 41% with the lowest being 31% and the highest being 53%. The research of local municipalities show that most require at least 35% pervious (green) open space with some as high as 50%.

The attached table (Exhibit "A") also shows that of the 18 single-family homes approved by the Town since January 2014, the average front (street side) yard pervious area is 50% with the lowest being 30% and the highest being 70%. North Miami Beach requires at least 25% of the front yard area to be pervious.

As stated above it is noted that the Town does not require an interior garage for single-family homes. Many other municipalities require this; this would also potentially reduce the hard appearance along adjoining streets. As the public roadways on the West Island have paved shoulders adjoining the main travel lanes / curbs this adds to the "harder" appearance of the community. When homeowners construct driveways / parking courts in front yard areas without any landscape separation / materials this compounds the appearance issue.

MMPA recommends the Town Council discuss the idea of a pervious (green) space requirement (overall site / front yards) and instruct staff on how they would like to proceed.

Driveway Setbacks from Property Lines – The Town Council felt that a few recent single-family driveways are rather expansive and have a hard appearance from the street, as many of the newer homes approved include a so-called "parking court" in street yards (primary front / side-street for corner lots). One way to potentially soften the appearance is to require a minimum setback from the street property line to on-site parking areas, similar in concept to what the Town requires for multifamily developments (not as wide). Currently Sec. 5-19.2 only requires a 5-foot setback from the side property lines for driveways. There are currently no regulations to require an on-site parking area (driveway / parking space / other impervious area) to be setback from the front / street-side property line. It is unlikely that the Planning and Zoning Board would approve such designs but there are no Code requirements. MMPA recommends that a minimum setback of 3-5 feet be required from the front property line to any interior parking area (driveway / parking space). There would need to be accommodations for circular drive designs (curved islands). Most single family homes on the West Island still have paved parking areas in the adjoining Town swales – the majority of residents wanted this to remain in the Community Enhancement improvements. This also adds to the "hardscape" appearance along the roadways. A minimum landscape setback requirement would provide for some green space prior to any on-site parking areas. See the attached draft Code language (Exhibit "B") for consideration.

Driveway Setbacks from Structures – In addition to setbacks from property lines, Town staff feels that there should be a setback between driveways and walls of structures (other than garage door openings) with landscaping provided. Currently the Code does not require any setback between driveways and a structures. In addition to softening the hard appearance from the street, this would enhance the appearance of a structure when an existing garage is enclosed.

Driveway Material – The Town Council also mentioned that the allowable driveway material for single-family homes must be addressed. Some recent homes have installed decorative concrete "panels" separated by grass / metal / wood / stone (approved by PZB / staff). This was viewed as desirable by the Town Council but the existing Code language is somewhat vague, as it

prohibits "plain concrete". Recently a few single-family homes installed (without Town permission) open "turf block" as their driveway material (one in illegal location too). The Town Council discussed this material at recent meetings and originally opined that this material is not appropriate and that "turf block" should be added to the list of prohibited driveway materials in Sec. 5-19.2(e). However, at the October 14th, 2015 Town Council meeting it was determined to reverse that previous determination and allow the driveway material. MMPA agrees that turf block can look "cheap" and unsightly if not "edged" or maintained properly, and the material can be a liability (tripping). However, the use of turf block is encouraged in some of the "green" / LEED models. It can be difficult to determine where the driveway is located with the use of turf block material. MMPA previously recommended that if the Town Council allowed turf block a distinct visual hardscape border around perimeter of the turf block driveway be required. The Town Council felt this was not necessary and instructed that this proposed requirement be deleted.

Although not discussed MMPA notes that numerous existing driveways are asphalt but are not prohibited. The draft Ordinance will now prohibit "new" driveways from being asphalt (existing driveways may remain). Also, a solid plain concrete driveway stained "grey" would technically meet the Code as it is currently written (if stained OK). No change was requested.

Section 5-19.2(e)(3) lists "plain" concrete as a prohibited material; however, the Town Attorney has opined that if this material is decorative and broken up, it is permitted. Many driveways have been approved with this design / material. The Town Council requested that this language be included in the Code.

Security Gates – In addition to the items discussed at the August 10th, 2015 Town Council meeting, at an April 2015 Planning and Zoning Board meeting a discussion occurred about security gates for a new single-family home located at 1361 Kane Concourse. It was discovered that there is no Code requirement to provide enough space for the vehicular stacking of at least one vehicle off of Kane Concourse so that through traffic is not blocked. The Town has "required" this during site plan approval but no formal Code language exists. MMPA was instructed to draft Code provisions to address this issue.

Section 23-30(c) of the Town Code currently states that adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line. However, at the April 7th, 2015 PZB meeting, it was discovered that this section only applies to multi-family developments on the East Island. Section 5-19.2, which is the Code section that regulates driveways for the single-family homes (West Island), is silent on the issue.

At that PZB meeting, it was mentioned that two homes on Kane Concourse (1331 and 1351) currently have fenced front yards with vehicular security gates that provide ample room for the stacking of one (1) inbound vehicle off of the street. MMPA inspected the sites, took photographs and measured the distances that were provided. Both gates provided a distance of 18-19 feet from the street curb line to the face of the security gate for inbound vehicles. MMPA / Town staff feels that the space provided is sufficient as the standard parking space size used in the Town is 18-feet in length. It should be mentioned that traffic is relatively calm on the interior West Island roadway, other than Kane Concourse; therefore, it would not be necessary to provide stacking of inbound vehicles. See the attached draft Code language (Exhibit "B") for consideration.

Minimum Driveway Width for Straight Driveways – Another item that has recently been discussed between MMPA / Town staff has been the minimum driveway width for straight-in driveways. Section 5-19.2(d)(1) currently states that straight driveways must be a minimum of 18-feet in width. The intent of this section of the Code is to provide for the required two (2) parking spaces in the driveway. However, a few recent designs submitted to the Town show two separate single car straight-in driveways, one on each side of the lot. The Town Manager has the ability to approve such permits and has instructed staff to approve several. MMPA feels that two straight-in driveways would meet the intent of providing for two (2) parking spaces. MMPA recommends the Code be amended to provide regulations for this type of driveway design. See the attached draft Code language (Exhibit "B") for consideration.

SUMMARY

At the August 10th, 2015 monthly Town Council meeting a discussion occurred about driveways (material, coverage, design, etc.) for single-family homes within the Town. Due to a lengthy meeting, discussion on this item was deferred at the September 16th, 2015 Town Council meeting. At the October 13th, 2015 Town Council meeting this topic was discussed. The Town Council expressed support for "turf block" as a permissible driveway material, without any delineated borders as recommended by MMPA. The Town Council instructed staff to revise the draft Ordinance accordingly and schedule the item for adoption through the normal process.

MMPA recommends the Town Council review and discuss the above revised analysis and proceed with adoption as is, or with additional modifications as deemed necessary.

Attachments: Exhibit "A" – Analysis of Approved Single- Family Homes
 Exhibit "B" – Draft Code Language
 Exhibit "C" – Single-Family Lot Analysis

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 DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by providing regulations for driveway security gates for homes along Kane Concourse, by modifying regulations for driveway widths, and modifying the list of permitted and prohibited driveway materials; and

WHEREAS, a public meeting 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 meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Section 5-19.2 to provide regulations for driveway security gates for homes along Kane Concourse, to modify regulations for driveway widths, and to modify

the list of permitted and prohibited driveway materials, 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 _____, 2015.

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

JORDAN W. LEONARD
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 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side and to any front (street) yard lot line, except at the driveway connection to the roadway. For circular driveways the landscape strip dimension may taper at the property line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Driveway setback from structures.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than two feet to a wall of the structure. Notwithstanding the above, the two-foot setback requirement is not required at garage door openings. If an existing garage is to be enclosed, a setback of two feet must be provided between the enclosed garage and any driveway surface. Within the two-foot setback area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
- ~~(e)~~(d) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.

~~(e)~~ At the intersection of any single-family driveway on the West Island and Kane Concourse, adequate provisions shall be made for the stacking of inbound vehicles so that vehicles waiting to enter a site do not block traffic on Kane Concourse. Any inbound security gate shall be set back a minimum of 18-feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line.

~~(d)~~ (f) Size of driveways.

(1) *Straight driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet and the maximum width shall be 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single vehicle driveway, provided there are two separate individual driveways for the residence.

(2) *Circular driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

~~(e)~~ (g) [Prohibited construction materials.] The following materials shall be prohibited in the construction of new driveways and all other parking areas, except as provided in subsection ~~(f)~~(h) below:

- (1) Loose gravel.
- (2) Epoxy ~~e~~Chattahoochee.
- (3) Plain concrete.
- (4) Asphalt.

- ~~(f)~~ (h) *[Use of colored or decorative concrete.]* The use of plain concrete impregnated with color, stamped concrete, decorative concrete slabs separated by grass (natural or artificial), pavers, stone, or similar material, or any combination thereof is allowed. The use of plain concrete in the BAA B-1 zoning district is also allowed.
- (i) *Use of turf blocks.* The use of turf block is allowed. If the turf block is not maintained adequately, as determined by the Town Manager, the Town reserves the right to require the driveway material to be modified or replaced with an acceptable material.
- ~~(g)~~ (i) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with ~~subsections (e) and (f)~~ the current day standards of this section.
- ~~(h)~~ (k) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.
- ~~(i)~~ (l) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.
- ~~(j)~~ (m) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.

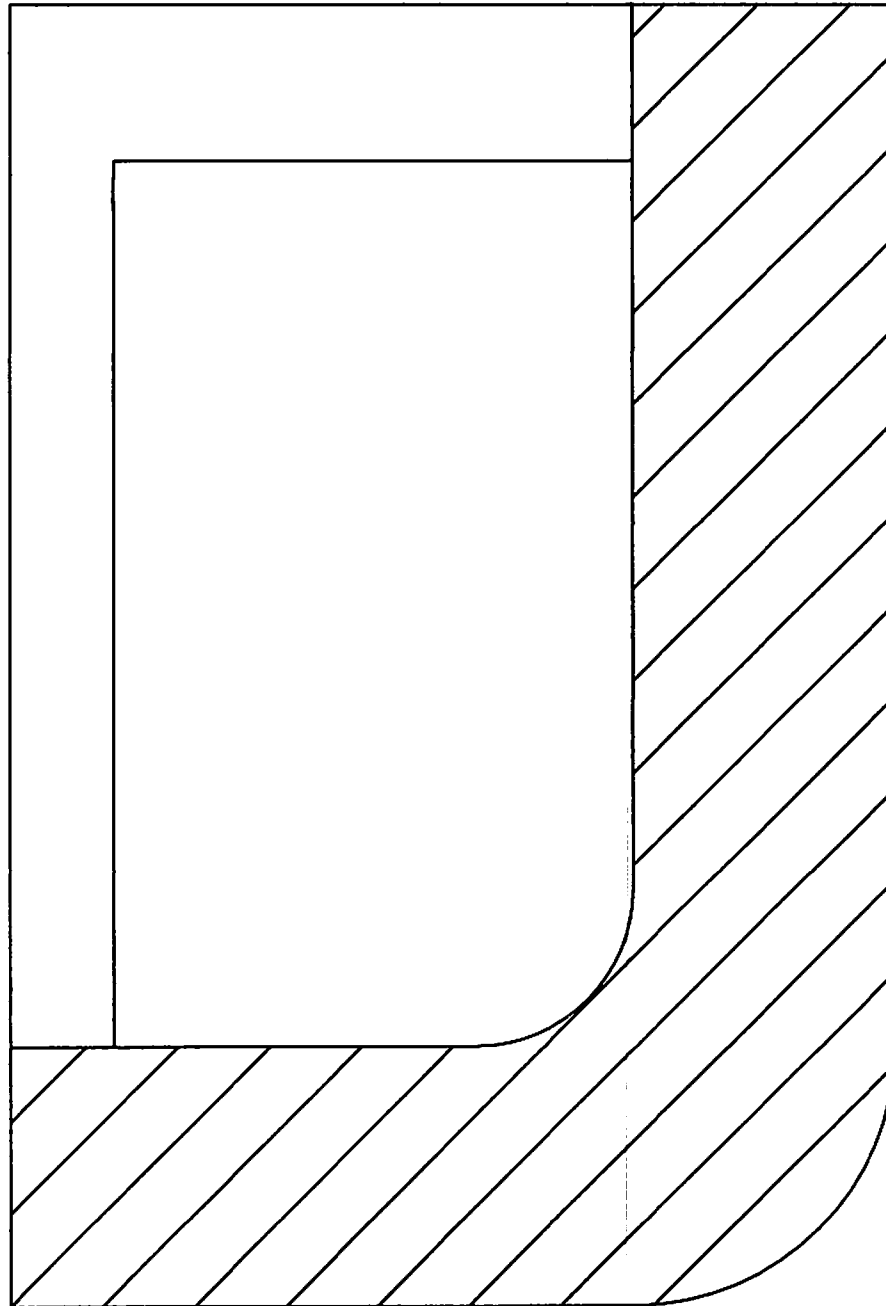
Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
Finvarb	9500 WBVD	9/2/14	41%	30%	Yes	2 Car	2 Straight	14'-0" for both
Seiden	1288 101 st Street	6/17/14	38%	66%	Yes	2 Car	1 Straight	24'-0"
Albergel	9811 WBHD	2/4/14	41%	52%	Yes	2 Car	1 Straight	22'-7"
Eichen	10340 WBVD	2/4/14	37%	45%	Yes	3 Car	Straight with Parking Court and Side Entry Garage	18'-0"
Casa Bahia Mar	1261 101 st Street	9/16/14	52%	40%	Yes	None	1 Straight Portico	18'-0"
Popiloff	1270 95 th Street	5/20/14	42%	70%	Yes	2 Car	1 Straight	20'-0"
Karam	9530 WBHD	5/20/14	36%	53%	Yes	3 Car	1 Straight with Parking Court and Side Entry Garage	25'-0"
Oren	1261 99 th Street	5/6/14	35%	45%	Yes	2 Car	2 Straight	20'-0" for both
Moezinia	9740 WBVD	6/17/14	38%	51%	Yes	2 Car	1 Straight	20'-4"
1350 BH LLC	1350 98 th Street	8/19/14	32%	34%	Yes	2 Car	Circular	18'-0"
Gebara	1311 100 th Street	11/5/14	37%	44%	Yes	2 Car	Circular	12'-0" 20'-0"
Yoran	1360 98 th Street	1/20/15	53%	53% existing	No	2 Car	Circular	12'-0" 20'-0"
Tabacinic	10200 WBVD	4/7/15	48%	61%	Yes	2 Car	Circular with Parking Court and Side Entry Garage	13'-0" for both
Gross	1361 Kane Conc.	5/5/15	39%	54%	Yes	2 Car	Straight with Parking Court	21'-10"
Garden House I	1260 95 th Street	3/3/15	54%	65%	Yes	2 Car	1 Straight	20'-3"
Mizrahi	1330 97 th Street	8/18/15	42%	29%	Yes	1 Car	Straight with Parking Court	20'-0"
Burstyn	1310 95 th Street	5/19/15	40%	65%	Yes	2 Car	Straight	21'-6"

Exhibit "A"
Town of Bay Harbor Islands
Analysis of Approved Single Family Homes as of January 2014

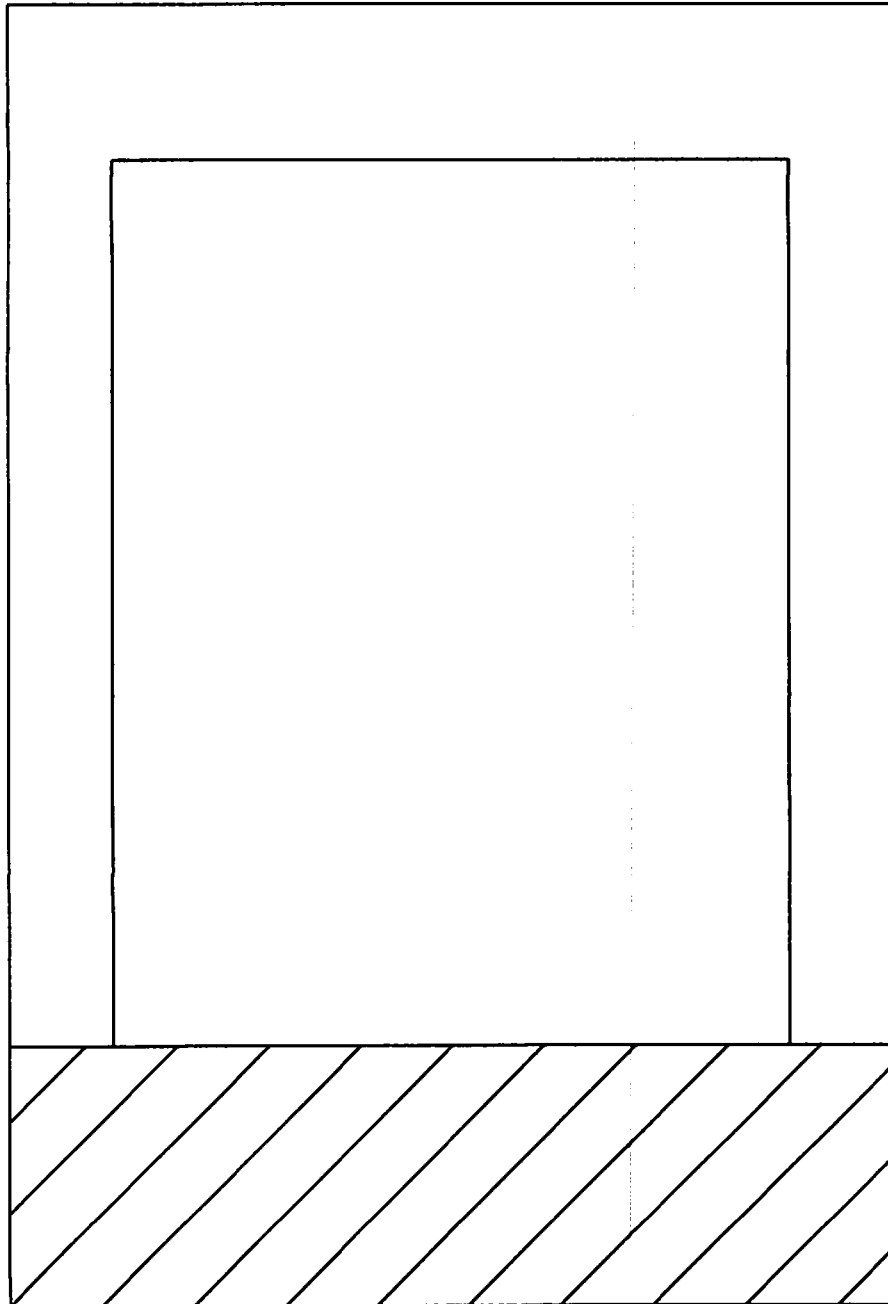
Project Name	Address	PZB Approved	Total Lot Pervious (Green)	Front Yard Pervious	Pool	Garage	Driveway Type	Driveway Width at PL
9420 WBVD	9420 WBVD	8/4/15	38%	39%	Yes	2 Car	Straight with Parking Court and Side Entry Garage	14'-0"
Average:			41%	50%				

Town of Bay Harbor Islands
Single-Family Driveway Study



Average Interior Corner Lot (80' x 125')
Average Front Yard Setback Area: 4,500 square feet

Town of Bay Harbor Islands Single-Family Driveway Study

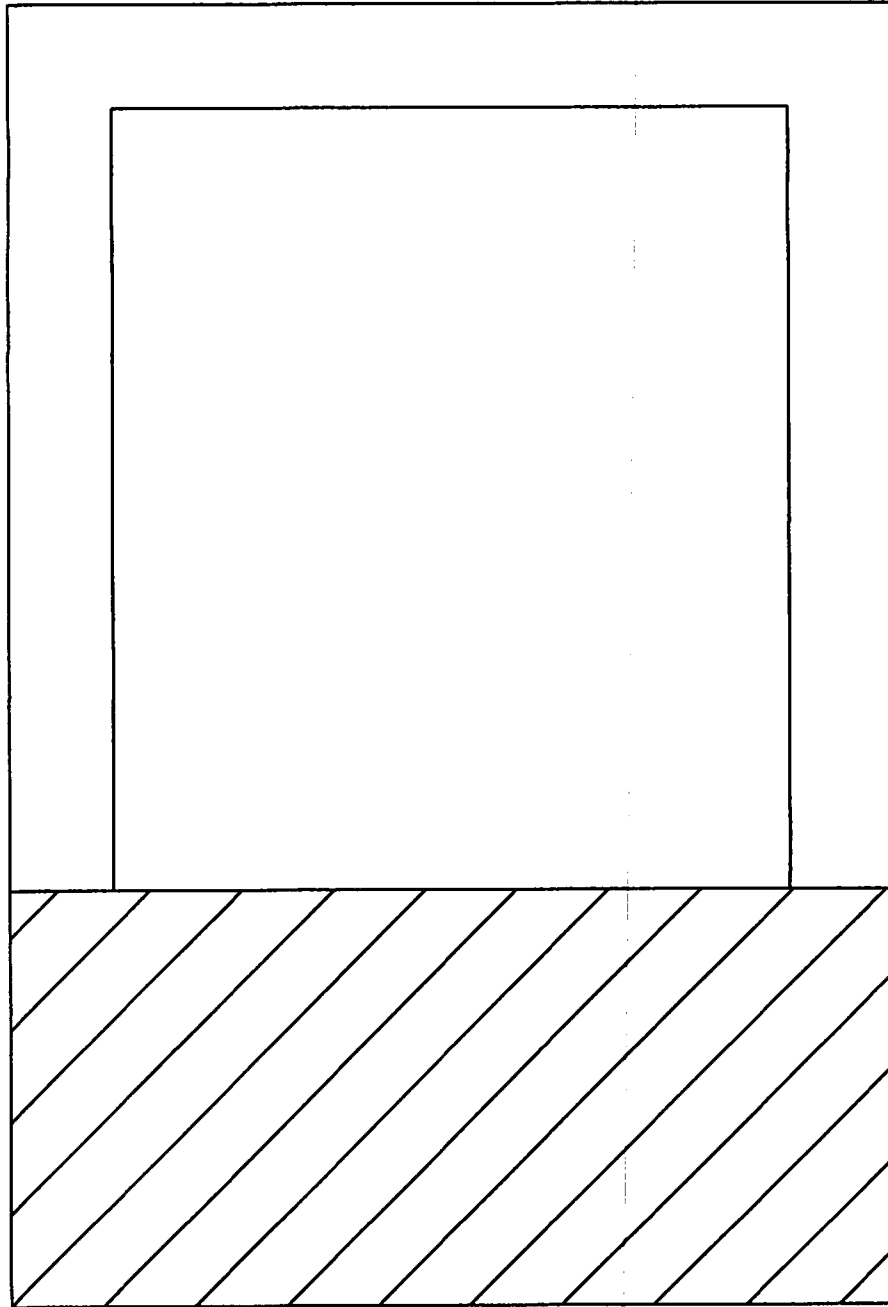


Average Interior Lot (80' x 125')

Average Front Yard Setback Area: 2,000 square feet

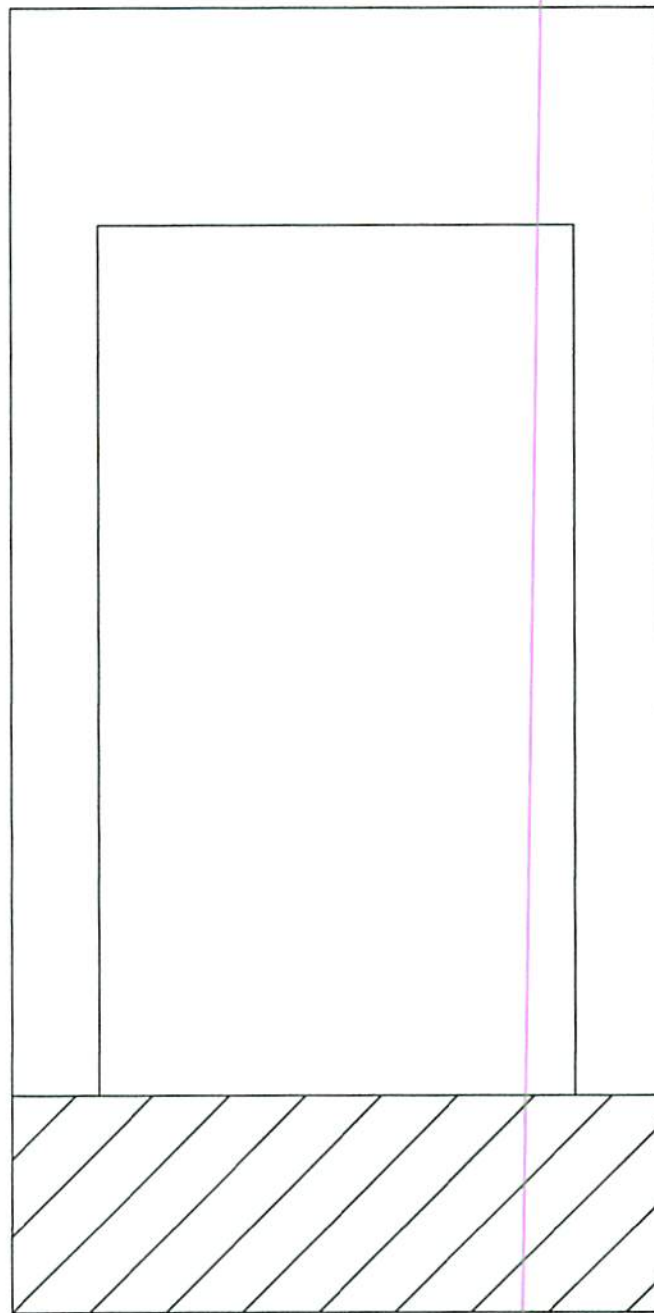
Average Corner Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 5,400 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



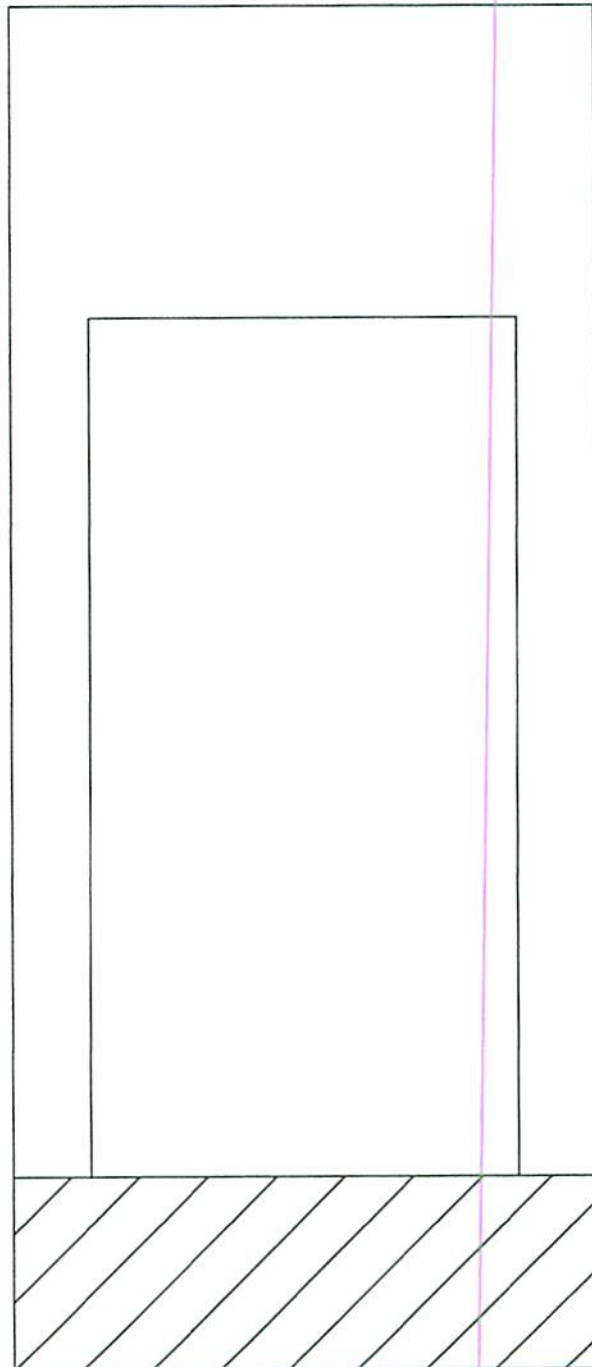
Average Interior Lot on Kane Concourse (80' x 125')
Average Front Yard Setback Area: 3,200 square feet

Town of Bay Harbor Islands
Single-Family Driveway Study



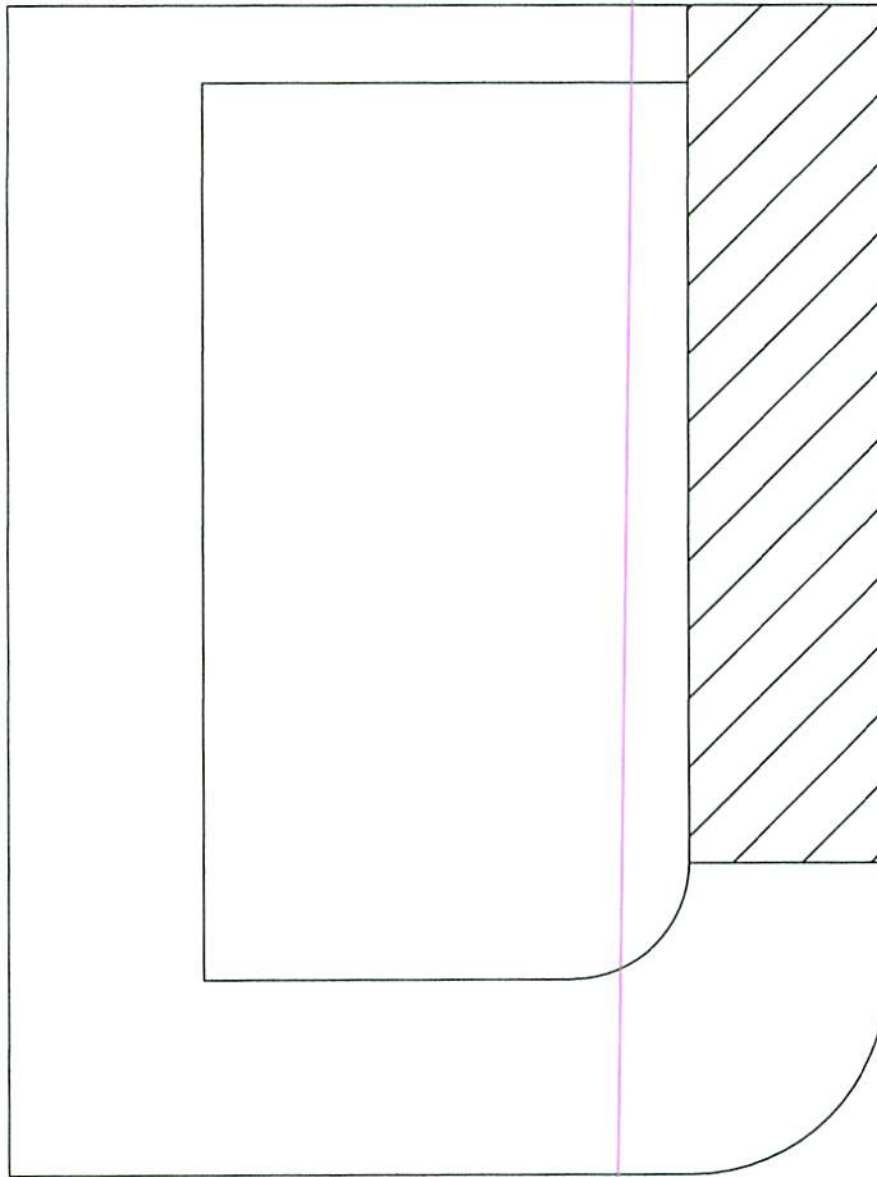
Average Waterfront Lot on Bay Harbor Waterway (75' x 150')
Average Front Yard Setback Area: 1,875 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



Average Waterfront Lot on Biscayne Bay (75' x 175')
Average Front Yard Setback Area: 1,875 square feet

Town of Bay Harbor Islands Single-Family Driveway Study



Average Waterfront Corner Lot on Bay Harbor Waterway
(75' x 175')

Average Front Yard Setback Area: 2,750 square feet



To see all the details that are visible on the screen, use the "Print" link next to the map.



• Asphalt Driveway

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 DRIVEWAYS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING SECTION 5-19.2 OF THE BUILDINGS AND CONSTRUCTION CODE TO PROVIDE REGULATIONS FOR SECURITY GATES AT DRIVEWAY ENTRANCES FOR HOMES ALONG KANE CONCOURSE, TO MODIFY REGULATIONS FOR ALLOWABLE DRIVEWAY WIDTHS, AND TO MODIFY THE LIST OF PERMITTED AND PROHIBITED DRIVEWAY MATERIALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by providing regulations for driveway security gates for homes along Kane Concourse, by modifying regulations for driveway widths, and modifying the list of permitted and prohibited driveway materials; and

WHEREAS, a public meeting 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 meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to modify Section 5-19.2 to provide regulations for driveway security gates for homes along Kane Concourse, to modify regulations for driveway widths, and to modify the list of permitted and prohibited driveway materials, 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 _____, 2015.

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

JORDAN W. LEONARD
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 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-19.2. - Driveways, general; restriction on location and size; prohibited materials in construction of driveways and parking areas; approval of planning and zoning board.

- (a) *Driveways, general.* All single-family residences in the town shall have an outside driveway for off-street parking of at least two vehicles.
- (b) *Location of driveways.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than five feet to the side and to any front (street) yard lot line, except at the driveway connection to the roadway. For circular driveways the landscape strip dimension may taper at the property line. Further, no portion of such driveway shall be installed in the side yard setback beyond the imaginary extension of a line extended from the front wall of the residence to the side yard lot line.
- (c) *Driveway setback from structures.* No portion of a driveway at a residence in the RD single-family district of the town may be installed closer than two feet to a wall of the structure. Notwithstanding the above, the two-foot setback requirement is not required at garage door openings. If an existing garage is to be enclosed, a setback of two feet must be provided between the enclosed garage and any driveway surface. Within the two-foot setback area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
- ~~(e)~~(d) *Intersection with streets.* Driveways for residential lots shall not encroach into the street corner radius of two intersecting streets, or be closer than 25 feet to the intersection of extended right-of-way lines.
- (e) At the intersection of any single-family driveway on the West Island and Kane Concourse, adequate provisions shall be made for the stacking of inbound vehicles so that vehicles waiting to enter a site do not block traffic on Kane Concourse. Any inbound security gate shall be set back a minimum of 18-feet from the street curb line to the face of the security gate to accommodate at least one inbound vehicle inside the street curb line.
- ~~(d)~~ (f) *Size of driveways.*
 - (1) *Straight driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and

aesthetic characteristics of a particular location, the minimum width of any straight driveway in the RD single-family district of the town shall be 18 feet and the maximum width shall be 20 feet. Notwithstanding the above, the minimum width of straight driveways may be reduced to 12 feet for a single vehicle driveway, provided there are two separate individual driveways for the residence.

- (2) *Circular driveway configuration:* Unless otherwise approved by the town manager or the planning and zoning board based on architectural and aesthetic characteristics of a particular location, the minimum width of any circular driveway in the RD single-family district shall be 12 feet, and the maximum width shall be 20 feet, and further provided that no portion of the driveway may be wider than 20 feet at the right-of-way line.

~~(e)~~ (g) *[Prohibited construction materials.]* The following materials shall be prohibited in the construction of new driveways and all other parking areas, except as provided in subsection ~~(f)~~(h) below:

- (1) Loose gravel.
- (2) Epoxy ~~e~~Chattahoochee.
- (3) Plain concrete.
- (4) Asphalt.

~~(f)~~ (h) *[Use of colored or decorative concrete.]* The use of plain concrete impregnated with color, stamped concrete, decorative concrete slabs separated by grass (natural or artificial), pavers, stone, or similar material, or any combination thereof is allowed. The use of plain concrete in the ~~BAA~~ B-1 zoning district is also allowed.

~~(i)~~ (j) *[Use of turf blocks.]* The use of turf block is allowed. If the turf block is not maintained adequately, as determined by the Town Manager, the Town reserves the right to require the driveway material to be modified or replaced with an acceptable material.

~~(g)~~ (i) *[Conformance of existing driveways or paving area.]* At any time when the value of improvements, made within a twelve-month period to a property through construction-related work, equals or exceeds 25 percent of the assessed value of the structure, based on the most recent published assessment of the county tax assessment office, the existing driveways or parking areas for the property shall be brought into conformance with ~~subsections (e) and (f)~~ the current day standards of this section.

- (h) ~~(k)~~ (k) *[Construction-related work.]* "Construction-related work" includes, but is not limited to, landscaping, roofing, improvement of utilities, remodeling and building additions.
- (h) ~~(l)~~ (l) *[Prior filing of application for permit.]* All driveways and parking areas under this section shall require the prior filing with the town of an application for a driveway permit together with scale drawing(s), and approval of the town manager or planning and zoning board as to design, location, size, materials and color.
- (h) ~~(m)~~ (m) *Section application.* This section applies to all driveways in the RD single-family district of the town which are newly constructed; it also applies to reconstruction and/or renovation of existing driveways in that district. Seal-coating or overlay of existing asphalt driveways, absent any change in shape, size or location, shall not be considered as reconstruction or renovation for purposes of this section.

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 9.

ITEM: Re-consideration and Approval of an ordinance on **first** reading requested by Mayor Leonard amending Section 11 of the Town Code entitled land development regulations to create a new Green / Sustainable Building Program. Enclosed find a copy of the proposed ordinance and supporting documents.

DESCRIPTION:

At the September 16th, Regular Meeting, Staff was instructed to draft a ordinance on first reading setting forth a Green / Sustainable Building Program for new developments. The program is geared to encourage new developments to design and built "greener" buildings. The initial draft ordinance would mandate Town buildings to be LEED certified and private development this would be optional, but incentives would be given to those who meet certain ratings.

Enclosed find a copy of the proposed ordinance, with some additional changes, and staff report from Town Planner, Michael Miller. Changes have been indicated with bold strike-thru and underlining.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

Fiscal impact will be provided prior to the meeting.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Staff Report	BHI Green Program Staff Report.pdf
2.	Proposed Ordinance	Sustainable Bldg Program Revised Draft Ord Jan 5 2016.docx
3.	Memorandum from Town Manager	sustainability ordinance memo.pdf

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

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

CC: Ronald J. Wasson - Town Manager
Craig Sherman, Esq. - Town Attorney / Marlene Marante, CMC - Town Clerk

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: January 5th, 2016

Subject: Town of Bay Harbor Islands, Florida
Green / Sustainable Building Program
Draft Land Development Regulations
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS:

The Town has recently been discussing ways to set forth the Town's desired objectives for "green / sustainable building programs". This topic has been in the forefront of government discussions for several years now, including the Federal, State, Counties and local levels. State law (Sec. 255.2575 F.S.) requires that county and municipal buildings must meet certain sustainable building ratings. For private development this is mostly optional, but incentives are given to encourage developers to meet certain ratings. There are several private groups that have developed sustainable building rating / incentive systems for designing and building "greener" buildings. In some cases incentives are given such as tax credits or fee reductions. Some "green initiatives" are simple such as using more energy efficient light bulbs or light sensors / timers, upgraded air-conditioning systems, fleet fuel changes or Landscape Codes that require shade trees. The Florida Building Code is one of the toughest in the world - it is estimated by most Building Officials / architects that new buildings built today would be equal to a "Bronze" LEED rating. Several local governments in South Florida have enacted various forms of Policy statements, action plans and land development regulations (LDRs), some of which are quite costly. Some of the local governments have very detailed / elaborate LDRs that require while others are more passive. Research was done of several other communities, including the City of Pinecrest, which was noted to have an advanced program. MMPA prepared a draft set of LDRs in Sept. 2015 based on the "Pinecrest Model" (mandatory for government / optional for private). Since the last discussion the Town Administration suggests a few revisions, which are now included. Attached is our latest revised draft Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING THE TOWN'S CODE OF ORDINANCES;
AMENDING CHAPTER 11 ENTITLED LAND
DEVELOPMENT REGULATIONS; CREATING A NEW
ARTICLE V TO BE ENTITLED SUSTAINABLE BUILDING
PROGRAM; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

WHEREAS, Section 255.2575 of the Florida Statutes requires that county and municipal buildings meet certain sustainable building ratings such as the U.S. Buildings Council's LEED system, GBI's Green Globes, the Florida Green Building Coalition green building standards, or other nationally recognized building rating standard; and

WHEREAS, the Town Council also desires to promote and encourage the construction of sustainable buildings by the private sector; and

WHEREAS, the U.S. Green Building Council (USGBC) has developed the Leadership in Energy and Environmental Design (LEED) rating system that is a voluntary, multi-tiered certification program for sustainable buildings; LEED buildings conserve materials, energy, water, and other natural resources and provides occupants with healthier and more productive interior environments; and

WHEREAS, the Florida Green Building Coalition (FGBC), a non-profit corporation, has developed the Florida Green Building Residential and Remodeling Designation Standard, the Florida Green Commercial Designation Standard, the Florida Green Development Designation Standard, and Green Local Government standard providing opportunities for development to “be green”, and providing examples and resources for achieving certification; and

WHEREAS, the University of Florida (UF) Institute of Food and Agriculture Sciences (IFAS) has developed a landscaping education and recognition program, Florida Yards and Neighborhoods, that addresses serious problems of pollution in storm-water runoff, water shortages, and disappearing habitats with environmentally conscious landscaping principles; and

WHEREAS, the U.S. Department of Energy (DEO) and U.S. Environmental Protection Agency (EPA) have developed the Energy Star labeling program to identify and promote energy-efficient products and programs to reduce greenhouse emissions; 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 Land Development Regulations contained within Chapter 11 is hereby amended to add a new Article V, establishing a Sustainable Building Program, 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 _____, 2015.

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

JORDAN W. LEONARD
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 11

LAND DEVELOPMENT REGULATIONS

ARTICLE V. SUSTAINABLE BUILDING PROGRAM

Sec. 11-60. - Sustainable building program.

(a) Purpose and intent. The purpose is to establish goals, programs and procedures that will help the Town become a more sustainable community. This program shall establish new environmental goals for the Town, define a certification-based sustainable building program with incentives, and define new measurement parameters and reporting criteria to track the Town's performance toward its environmental goals. This program will promote economic and environmental health in the Town, through the design, construction, operation, and deconstruction of its own facilities and provide leadership to both the private and public sectors in the arena of sustainable building and development practices and resource efficiency. Specific practices are outlined below.

- (1) Promote a sustainable future that meets today's needs of a stable, diverse and equitable economy without compromising the ability of future generations to meet their needs by:
 - a. Protecting the quality of the air, water, land, and other natural resources;
 - b. Conserving native vegetation, wildlife and habitat;
 - c. Minimizing human impacts on local ecosystems and ecosystems worldwide;
 - d. Reducing greenhouse gas emissions.
- (2) Become a leader in setting policies and practicing service delivery innovations that promote environmental sustainability.
- (3) Create a sustainable community by delivering renewable energy and energy-efficient projects, developing green buildings and water-thrifty landscapes, resource education, and utilizing recycling and environmentally sound solid-waste services.
- (4) Establish a sustainable building program to:
 - a. Improve the economic and environmental health of the Town through measurable objectives;
 - b. Track and analyze key indices to measure performance in Town buildings and facilities;**
 - c. Commit the Town to achieve green designations in a fiscally responsible manner;

- d. Provide incentives for voluntary compliance;
- e. Provide green building educational opportunities for the community; and
- f. Assist the Town in meeting its overall goal of reducing emissions, energy needs, and water consumption.

(b) Government leadership.

- (1) To demonstrate the Town's commitment to a sustainable building program, the Town shall:
 - a. Strive to achieve a Gold Level FGBC Local Government designation. For any building or office project undertaken by the Town, the Town will participate in the sustainable building program; and
 - b. Track and report the Town's monthly water and energy use; and**
 - c. Publish an annual report that outlines the Town's energy and water use for the prior year and outlines methodologies for potential reductions in the subsequent year.**
- (2) The Town recognizes USGBC, FGBC, and Energy Star as the official standards for the Town, and it shall be the policy of the Town to finance, plan, design, construct, manage, renovate and maintain its facilities and buildings to be sustainable. It is the Town's intent that all buildings constructed **should attempt to** meet criteria standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards.

(c) Applicability.

- (1) For all private construction projects, compliance with this Code is voluntary.
- (2) For all new buildings constructed and owned by the Town, and for all modifications to existing town-owned buildings where the total renovation includes more than 50 percent of the total building square footage, the Town is expected to design and construct buildings and modifications in accordance with the criteria and standards of USGBC LEED, Florida Green Building Coalition Green Building certification, Energy Star, or similar state or nationally recognized program certification standards unless the costs associated with participation significantly outweigh the benefits of participation.

(d) Definitions.

For purposes of this chapter, the following terms, words and phrases shall have the following meanings:

Energy Star means the U.S. Department of Energy (DOE) and U.S. Environmental Protection Agency (EPA) Energy Star labeling program.

FGBC is an acronym for the Florida Green Building Coalition, Inc., a non-profit corporation, whose mission is to establish and maintain a Florida system of statewide green building standards and third party certification programs with environmental and economic benefits.

GBI is an acronym for the Green Building Initiative, a non-profit organization whose mission is to accelerate the adoption of building practices that result in energy efficient, healthier, and environmentally sustainable buildings by promoting credible and practical green building approaches for residential and commercial construction.

GBI's Green Globes means the Green Building Initiative's Green Globes rating system.

LEED means the Leadership in Energy and Environmental Design Rating System of the U.S. Green Building Council.

Sustainable Building means generally the resource efficient design, construction, and operation of buildings by employing environmentally sensible construction practices, systems, and materials. Sustainable building also means an office, residential or Town structure which has obtained sustainable building certification.

Sustainable Building Certification means the final designation awarded to a program participant for a particular project for satisfying all requirements associated with LEED certification, GBI's Green Globes rating system, Energy Star, or FGBC's standards.

USGBC is an acronym for the U.S. Green Building Council, a non-profit organization whose mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy and prosperous environment that improves the quality of life.

(e) Administration.

- (1) The building department is responsible to ensure compliance with applicable requirements of this Code in the construction of new Town-owned buildings, when participation in the sustainable building program is authorized by the Town Manager.
- (2) The building department shall coordinate at least ~~two~~ **one** training workshops per year for the purpose of educating Town staff in the provisions and requirements of the Bay Harbor Islands Sustainable Building Program, and shall provide information and outreach to residents, businesses, and contractors through newsletters, brochures and other community outreach efforts.
- (3) The building department shall make available fast track development review pursuant to the requirements of the sustainable building program.**
- (4) The sustainable building program shall be administered on either a per-unit or per-development basis, as specified at the time of permitting. "Per-unit" means each unit built, except that any multi-family dwelling or similarly clustered structure may count as one unit. "Per-development" means each planned development or subdivision.

(f) Environmental sustainability account. The Town shall establish and maintain an environmental sustainability account. The account may be utilized as a source for training, awards, and other direct costs associated with administration of the sustainable building program, subject to availability of funds and appropriation by the Town Council.

(g) Standards. Published LEED standards of the USGBC, FGBC green building standards, GBI's Green Globes rating system, Energy Star standards, or similar state or nationally recognized program certification standards shall be used to measure compliance of buildings participating in the sustainable building program.

(h) Incentives. The incentives contained in this section are intended to encourage the construction of sustainable buildings. For any program participant seeking sustainable building certification for new residential or commercial construction, residential or commercial retrofitting/remodeling, or new Town-owned buildings, the following incentives shall be made available:

(1) Expedited permitting and fast track development review.

a. Development services for sustainable building program projects, including review of site plans and review of applications for building permits, shall be given priority over review of applications for projects that are not sustainable building program projects by all Town departments reviewing such applications. Building permit applications for green buildings shall be accompanied by the appropriate sustainable building permit program application form.

b. Applications for subdivision plat approval shall be given priority over other applications provided the developer records in the public records of Miami-Dade County covenants or other restrictions sufficient to require that the development meets the certification criteria as an FGBC Green Development or all homes in the subdivision will be constructed so as to qualify for sustainable building certification.

c. Applicants who obtain priority status pursuant to this Code section shall provide proof of sustainable building certification, or preliminary sustainable building certification, to the building department within 120 days of construction completion, as defined by the certificate of occupancy or certificate of use issue date. Application forms for sustainable building certification and agreements with property owners or developers seeking priority status may provide that property owners or developers who obtain priority status but fail to obtain sustainable building certification may be denied future priority status by the Town Manager.

d. Applicants for building permits who wish to receive expedited permitting and fast track development review for buildings that are not eligible for sustainable building certification may receive expedited permitting and fast track review upon payment of permit fees in the amount of 125 percent of regular permit fees as adopted by Town Council by resolution.

(1) Rebate of permit fees. Building permit and plan review fees shall be rebated upon certification of sustainable building program projects, including one- and two-family residential projects, and remodeling projects that meet the certification requirements of USGBC, FGBC, GBI's Green Globes, or Energy Star. Proof and verification of certification shall be required as a condition of the rebate of fees by the Town and shall be submitted to the town within 120 days of issuance of a certificate of occupancy or certificate of use to be eligible. Rebates shall be provided pursuant to the following schedule:

- a. A rebate of thirty (30) percent of paid permit and plan review fees for FGBC "Gold," USGBC "Platinum," or four (4) Green Globes certification;
 - b. A rebate of ~~twenty-five (25)~~ **twenty (20)** percent of paid permit and plan review fees for FGBC "Silver," USGBC "Gold," or three (3) Green Globes certification;
 - c. A rebate of ~~twenty (20)~~ **ten (10)** percent of paid permit and plan review fees for FGBC "Bronze," USGBC "Silver," or two (2) Green Globes certification; and
 - d. A rebate of fifteen (15) percent of paid permit and plan review fees for FGBC "Certified," USGBC "Certified," Energy Star "Certified," "Certified" remodel, or one (1) Green Globe certification.
- (2) Green building award. For the purpose of publicly recognizing outstanding commitment to "green building and construction practices" the sustainable building program shall provide for an award of a framed Town proclamation to be awarded annually to each program participant receiving a recognized certification.
- (3) Recognition. The Town shall coordinate a program of recognition, on the Town web site or through other additional means, identifying participating sustainable building projects.
- (4) Signage.
- a. A builder may install one additional temporary construction sign, not to exceed twenty-four (24) square feet in area that notes: "This project is a Town of Bay Harbor Islands Green Certified Project by (Company Name)" and/or "Certified Florida Yards & Neighborhoods."
 - b. A developer of a commercial project may add the notation, "Town of Bay Harbor Islands Green Certified Project" in four-inch letters on permitted project entry and identification signs.

Drafting Key: Underline is new text

Strike-thru is deleted text

Bold text is Subject Title or recent revisions (emphasis)



December 30, 2015

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Doris Marano
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

Dear Mayor and Council,

This memo is submitted to provide some more data or financial information regarding the possible impact to the Town should the Council decide to adopt the Environmental/ Sustainability Building Program Ordinance. This ordinance is modeled from the Town of Pinecrest which allows for incentives to owners, builders and contractors to encourage more environmentally friendly development in the Town of Bay Harbor Islands. While doing research for this item, unfortunately there was not much background information to determine how much, if any impact this proposed ordinance would have on the Town's financial ledger. The Town of Pinecrest only had three buildings built over the five years their ordinance has been in effect. Two were owner built projects and the other was a government building. In reviewing what was submitted to the Council, I have added what the projected costs of a single family home/multi-family building would cost, and the impact of a Bronze (10%), Silver (20%) and Gold (30%) permit reduction would have on our building permit revenue and ultimate tax revenue. It should be noted these financial numbers are estimates supplied by the building department on the approximate costs to build a large single family home and a medium sized multifamily project of approximately 14 units.

SINGLE FAMILY HOME

Cost of Regular Construction: \$2,000,000

Related Permit Cost: \$27,895 (permit cost is a % of construction)

Cost of Bronze Level LEEDS Construction: \$2,150,000

Related Permit Cost: \$30,100

Bronze Level Permit Reduction of 10%: \$3,010

Adjusted Permit Cost: (\$30,100 - \$3,010) \$27,090

IMPACT TO TOWN:* (\$27,895/reg. cost - \$27,090/adj. cost) **\$805*

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Cost of Silver Level LEEDS Construction: \$2,400,000

Related Permit Cost: \$33,600

Silver Level Permit Reduction of 20%: \$6,720

Adjusted Permit Cost: (\$33,600 - \$6,720) \$26,880

IMPACT TO TOWN: (\$27,895/reg. cost - \$26,880/adj.cost) **\$1,015**

Cost of Gold Level LEEDS Construction: \$2,650,000

Related Permit Cost: \$36,400

Gold Level Permit Reduction of 30%: \$10,920

Adjusted Permit Cost: (\$36,400 - \$10,920) \$25,400

IMPACT TO TOWN: (\$27,895/reg.cost - \$25,400/adj.cost) **\$2,415**

TAX REVENUE IMPACT

Tax Revenue: \$2,000,000 Home (2M/1,000 x 4.55) \$9,100

Tax Revenue: \$2,150,000 LEEDS (2.15M/1000 x 4.55) \$9,782

Tax Revenue: \$2,400,000 LEEDS (2.4M/1000 x 4.55) \$10,920

Tax Revenue: \$2,650,000 LEEDS (2.65M/1000 x 4.55) \$12,058

Note: When reviewing the impact of the tax revenue, comparing the relatively slight impact of the permit fees to the increase of tax revenue generated from a more costly home the overall impact is positive for the Town. Over time, that revenue will be more significant as the permit fee is a onetime cost item.

MULTIFAMILY BUILDING

Cost of Regular Construction: \$6,000,000

Related Permit Cost: \$90,000 (permit cost is a % of construction)

Cost of Bronze Level LEEDS Construction: \$6,400,000

Related Permit Cost: \$96,000

Bronze Level Permit Reduction of 10%: \$9,600

Adjusted Permit Cost: (\$96,000 - \$9,600) \$86,400

***IMPACT TO TOWN:* (\$90,000/reg.cost - \$86,400/adj.cost) \$3,600**

Cost of Silver Level LEEDS Construction: \$6,850,000

Related Permit Cost: \$102,750

Silver Level Permit Reduction of 20%: \$20,550

Adjusted Permit Cost: (\$102,750 - \$20,550) \$82,200

***IMPACT TO TOWN:* (\$90,000/reg.cost - \$82,200/adj.cost) \$7,800**

Cost of Gold Level LEEDS Construction: \$7,000,000

Related Permit Cost: \$105,000

Gold Level Permit Reduction of 30%: \$31,500

Adjusted Permit Cost: (\$105,000 - \$31,500) \$73,500

***IMPACT TO TOWN:* (\$90,000/reg.cost - \$73,500/adj.cost) \$16,500**

TAX REVENUE IMPACT

Tax Revenue: \$6,000,000 Building (6M/1,000 x 4.55)	\$27,300
Tax Revenue: \$6,400,000 LEEDS (6.4M/1,000 x 4.55)	\$29,120
Tax Revenue: \$6,850,000 LEEDS (6.85M/1,000 x 4.55)	\$31,168
Tax Revenue: \$7,000,000 LEEDS (7M/1,000 x 4.55)	\$31,850

Note: When reviewing the impact of the tax revenue: comparing the relative impact of the permit fees to the increase of tax revenue generated from more costly construction, the overall impact is positive for the Town because over time, the tax revenue will be more significant as the permit fees are a onetime cost item. (Again it should be noted what anyone is willing to pay for a home/apartment is very subjective.) Additionally, on the multifamily building with 14 units, as each unit is sold, it can be expected there will be an increase in the tax revenue generated from that property. For the purposes of this report however, I only used the construction costs to illustrate the financial impact to the Town.



Ronald J. Wasson
BHI Town Manager

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 10.

ITEM: Consideration and Approval on an ordinance on **first** reading requested by Council Member Reid amending Section 24-12 the Town Code relating to air conditioning units and other mechanical equipment on balconies. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

The Town received complaints about noise generated by mechanical equipment being placed on the exterior balconies. At the November 9th, 2015 Town Council Meeting, Staff was instructed to prepared an ordinance on first reading amending Section 24-12 of the Town Code to prohibit air conditioning units and other mechanical equipment on exterior balconies.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Proposed Ordinance	Draft Ord exterior balconies Dec 10 2015.pdf
2.	Staff Report - MM	BHI TC Staff Report Balcony Uses Dec 10 2015.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF THE USES ON EXTERIOR BALCONIES; AMENDING SECTION 24-12 OF THE ZONING AND PLANNING CODE TO PROHIBIT AIR CONDITIONING UNITS AND OTHER MECHANICAL EQUIPMENT ON BALCONIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town residents, by providing regulations that prohibit mechanical equipment and A/C units from balconies; and

WHEREAS, a public meeting 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 meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-12 (24.1) to prohibit air-conditioning units and other mechanical equipment from balconies, 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 _____, 2016.

PASSED on Second Reading this ____ day of _____, 2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

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

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-12. – General provisions.

(23.1) *Shutters, screens, glass or any material which enclose balconies.*

- (h) Balconies shall be specifically prohibited for the use of storage, mechanical equipment including air-conditioning units, laundry drying, barbecuing or cooking and sleeping quarters. Balconies are intended to be used for occasional use and as such, those activities that may lead to noisy or unsightly conditions to neighbors or passersby; will endanger the safety of the building; or will create weight loads beyond which the balcony was designed are prohibited.

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

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

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: December 10th, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Restrictions of Allowable Uses on Balconies
Air-Conditioning Units / Other Mechanical Equipment
MMPA Acct. No.: 01-0702-0500A

ISSUE

Recently the Town has received complaints about noise generated by mechanical equipment (air-conditioning units) being placed on the exterior balconies of a newly constructed multifamily complex (Bay Harbor Club) on 92nd Street. Some of the nearby neighbors felt that the noise generated from the A/C units was too loud. Although decibel level testing was done indicating the noise level complied with the Town Code limitations, the Town Council requested that a Code revision be prepared to prohibit mechanical equipment from being placed on exterior balconies in the future. At the November 9th, 2015 Town Council meeting a discussion occurred about mechanical equipment, specifically air conditioning units on exterior balconies, and the noise that is generated from these units. MMPA was requested to prepare draft land development modifications to prohibit such installations. Further the Town's existing noise decibel limits was to be reviewed and possibly modified. A noise / sound expert was to be retained.

BACKGROUND / ANALYSIS

The Town has received complaints about noise generated by mechanical equipment (air-conditioning units) being placed on the exterior balconies of a newly constructed multifamily complex (Bay Harbor Club) on 92nd Street. The Town's Code Enforcement Officer / Town Manager visited the site to take sound readings and found that the noise produced by the units fell within the current allowable noise limitations listed in the Town Code (60 dB). To our knowledge, this is the first time that a new multi-family building complex has installed A/C units on exterior balconies (others have proposed / been approved by PZB). It is more common to place A/C compressors on building rooftops or at ground level with screening.

**Town of Bay Harbor Islands
Town Council Staff Report
Potential Land Development Code Amendment
Restrictions of Allowable Uses on Balconies
Air-Conditioning Units / Other Mechanical Equipment
December 10th, 2015
Page 2**

Currently the Town Code states that balconies may be used primarily for passive outdoor living and may contain lawn furniture and plants (Sec. 23-12(24.1)(g)). Additionally, Sec. 23-12(24.1)(h) states that balconies shall be specifically prohibited for the use of storage, laundry drying, barbecuing or cooking and sleeping quarters and that balconies are intended to be used for occasional use and as such, those activities that may lead to unsightly conditions to neighbors or passerby are prohibited. The Code does not specifically prohibit placing A/C units on balconies at the current time. In the case of the Bay Harbor Club complex, the A/C units are effectively screened from view and not visible to neighbors or passerby.

MMPA research several other local municipal codes to see how this issue is addressed. Most codes are silent on the allowable uses for exterior balconies, including allowing mechanical equipment on balconies. However, the cities of North Miami and Hollywood Codes include provisions that state balconies should only be for human occupation (no storage / cooking / etc.); similar to the Town of Bay Harbor Islands. Additionally, some municipalities do not allow mechanical equipment to encroach into certain setback areas (Bal Harbour). Bay Harbor Islands has allowed mechanical equipment in limited setback areas, like most cities for a long time. Typically the use of balconies is for passive recreation – patio furniture / some plants. Fire Codes prohibit most portable cooking facilities on balconies. Storage items can appear unsightly.

In South Florida's tropical climate air conditioning is almost mandatory today. Older complexes had portable noisy window units. Newer complexes typically have either central air or individual units. Modern A/C condensers are typically much quieter than older models, but all units eventually have mechanical problems and may cause more noise. This applies to ground mounted units in single-family areas where about 10-15 feet is the normal separation between houses. Noise dissipates quickly in space. In the case of the Bay Harbor Club / Stuart House complexes there is about 30+ feet of separation. The new Bay Harbor Club complex installed A/C units on small enclosed "balconies" on its north (rear) façade. The "balconies" where the A/C units are installed are not the same "balconies" as the sliding glass door entrances into the dwelling units – they are separate. There are green screens covering those balconies. The A/C fan noise between the buildings is within an enclosed space, and while the noise level meets the Code requirement, it is somewhat noticeable.

SUMMARY

Recently the Town has received complaints about noise generated by mechanical equipment (air-conditioning units) being placed on the exterior balconies of a newly constructed multifamily complex (Bay Harbor Club) on 92nd Street. Some of the nearby neighbors felt that the noise generated from the A/C units was too loud. Although decibel level testing was done indicating the noise level complied with the Town Code limitations, the Town Council requested that a Code revision be prepared to prohibit mechanical equipment from being placed on exterior balconies in the future. MMPA was requested to prepare draft land development modifications to prohibit such installations. Further the Town's existing noise decibel limits was to be reviewed and possibly modified. A noise / sound expert was to be retained.

MMPA recommends the Town Council review and discuss the proposed ordinance and consider adopting the ordinance on first reading.

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **first** reading requested by Council Member Reid amending Section 23 of the Town Code entitled zoning and planning to regulate vacation rentals on the East Island. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

At the November 11th, Town Council Meeting, Staff was instructed to prepare an ordinance for first reading to regulate Vacation Rentals on the East Island.

Staff requests additional guidance in some areas (see bold text) of the proposed ordinance. The registration and annual fees would be done by Resolution.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	Proposed Ordinance	Draft Ord- vacation rental.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING TO CREATE ARTICLE VI. TO BE ENTITLED VACATION RENTALS; PROVIDING FOR THE REGULATION OF VACATION RENTALS; PROVIDING DEFINITIONS; PROVIDING REQUIREMENTS AND STANDARDS FOR SAFETY AND OPERATION OF VACATION RENTALS; PROVIDING A PROCESS FOR ISSUANCE OF CERTIFICATES OF COMPLIANCE, ADMINISTRATION, PENALTIES, AND ENFORCEMENT; UPDATING THE PERMITTED USES IN THE RM-1, RM-2, AND RM-3 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 509, *Florida Statutes*, entitled, "Lodging and Food Service Establishments; Membership Campgrounds," regulates public lodging establishments, and the term "Public Lodging Establishments", is divided into the two subcategories: transient public lodging establishment and non-transient public lodging establishment; and

WHEREAS, Subsection 509.013(4)(a)1., *Florida Statutes* (2015), defines transient public lodging establishment as "any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or on calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.", and

WHEREAS, land uses that are transient public lodging establishments, as defined in Section 509.013, *Florida Statutes* (2014), are non-residential uses not permitted within

the Town's multi-family residential zoning districts and are inconsistent with the Town of Bay Harbor Island Comprehensive Plan Future Land Use Map, and

WHEREAS, the Town already has adopted regulations for transient / vacation rentals in the RD- Single-Family zoning district which were adopted by the Town Council in July 2004, and

WHEREAS, the Chapter 2011-119, Laws of Florida, created a new classification of public lodging establishment know as vacation rentals that is defined in Section 509.242(c), Florida Statutes (2014), as "any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project."; and

WHEREAS, Subsection 509.032(7), Florida Statutes (2014), provides that local laws, ordinances, or regulations may not prohibit vacation rentals or regulate the duration and frequency of rental of vacation rentals, except that local regulations adopted prior to the deadline set forth in Section 509 are grandfathered; and

WHEREAS, the Florida Attorney General opined in Advisory Opinion AGO 2014-09, that "[t]o the extent a zoning ordinance addresses vacation rentals in an attempt to prohibit them in a particular area where residences are otherwise allowed, it would appear that a local government would have exceeded the regulatory authority granted in Section 509.032(7)(b), Florida Statutes.", and

WHEREAS, unregulated vacation rentals can create disproportionate impacts related to their size, excessive occupancy, lack of proper facilities; and

WHEREAS, the presence of vacation rentals within existing residential buildings in established residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking and off-street parking demands, accumulation of trash, and diminished public safety; and

WHEREAS, the other classification of transient public lodging establishments are subject to stricter development standards, undergo annual inspections, and have more stringent operational and business requirements; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and finds a substantial interest in furthering the public health, safety and welfare by controlling density and protecting the residential character of areas designated for residential use that certain modifications are necessary and desirable to address the requests of Town residents and, by providing definitions and regulations for vacation rentals in the RM-1, RM-2, and RM-3 zoning districts; and

WHEREAS, a public meeting 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 meetings to consider the proposed modifications to the Town's Land Development Regulations.

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

Section 1: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to add Article VI – Vacation Rentals to provide definitions and regulations for vacation rentals within the RM-1, RM-2, and RM-3 zoning districts, 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 _____, 2016.

PASSED on Second Reading this ____ day of _____, 2016.

JORDAN W. LEONARD
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. 23.4. – Use regulations, RM-1 and RM-2 Multiple Family district

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

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

Sec. 23-6. - Use regulations, RM-3 district.

In the RM-3 Multiple Family Residential district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

(1) Any use permitted in the RM-1 or RM-2 Multiple Family districts.

(2) Allowable residential uses shall not be construed to include hotels, motels, condo-hotels, and interval ownership (timeshare) units.

(3) Vacation Rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

ARTICLE VI. - VACATION RENTALS

Sec. 23-70. – Purpose.

The Town Council finds that certain transitory uses of residential property tend to affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the Town of Bay Harbor Islands to mitigate impacts created by such transitory uses of residential property within the Town of Bay Harbor Islands. It is unlawful for any owner of any property within the geographic bounds of the Town of Bay Harbor Islands, Florida, to rent or operate a vacation rental of residential property contrary to the procedures and regulations established in this Article or applicable state statute.

Sec. 23-71. – Definitions.

For the purpose of this Article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. Words not defined shall be given their meaning as provided in Section 23-1. Definitions, of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

Garbage as defined Section 9-21 of the Code of Ordinances.

Residential property refer to specific zoning districts in Sec. 23.4 and 23.6.

Responsible party shall mean the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of occupants of residential properties.

Transient occupants shall mean any person, or guest or invitee of such person, who occupies or is in actual or apparent control or procession of residential property registered as a Vacation Rental. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the Vacation Rental is a Transient Occupant.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests, but that is not a timeshare project.

[More Definitions?]

Sec. 23-72. – Registration Required and Application.

Registration Required. It is unlawful for any person to allow another person to occupy any residential property as a Vacation Rental within the Town of Bay Harbor Islands, or offer such rental services within the Town of Bay Harbor Islands, unless the person has registered the Vacation Rental property with the Town of Bay Harbor Islands and the Vacation Rental property has been issued a Certificate of Compliance in accordance with the provisions of this Article.

Application for registration. Applications for registration shall be set forth at a minimum:

1. The legal description of the property offered for rental (i.e., address, lot, block and subdivision name);
2. Name, address, and phone number of owner of said property;
3. Name, address, and emergency contact phone number of Responsible party for said property, which shall be twenty-four (24) hour, seven (7) days a week contact number;
4. That the phone number for the Responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the Responsible party;
5. Acknowledgements by the owner of the following:
 - a. That all vehicles associated with the Vacation Rental must be parked in compliance with the Code of Ordinances of the Town of Bay Harbor Islands;
 - b. That it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in Chapter 12, Article II, Noise;
 - c. That the owner shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes;

- d. That no solid waste container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and solid waste container shall be removed before midnight of the day of pickup;

Note: This is more specific then Town Regulations in Chapter 9.

- e. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance;
- f. That other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property subject of the application.
- g. Question - sexual predator mention - See LHP LDRs

6. Proof of owner's current ownership of the property;

7. Proof of registration with the Florida Department of Revenue for sales tax collection and Miami-Dade County for Tourist and Convention Development Taxes;

8. Proof of licensure with the Florida Department of Business and Professional Regulation for a transient public lodging establishment; and [LHP – mentions exempt?]

9. Proof of compliance with Subsection 23-74.

Submission of an incomplete registration application form shall result in rejection of the application.

Sec. 23-73. – Fees for registration.

The Town of Bay Harbor Islands may charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the Town Council of the Town of Bay Harbor Islands.

Sec. 23-74. – Responsible party required.

(A) Whenever any property is required to be registered under this Article, the owner shall appoint a natural person who resides within Miami-Dade County, Florida, [or Broward County?] to serve as the Responsible party for service of notices as are specified herein, and notices given to the Responsible party shall be sufficient to satisfy any requirement notice to the owner. An initial Responsible party shall be designated and name submitted with the application for registration, and the Town manager or his designee shall thereafter be notified of any change of Responsible party within fifteen

(15) days of such change. Further, it is the affirmative duty of the Responsible party to:

1. Inform all guest, in writing, prior to occupancy of the property of applicable Town of Bay Harbor Islands ordinances concerning noise, vehicle parking, garbage, and common area usage with a copy of the applicable Town of Bay Harbor Islands ordinances printed in the English language and posted prominently near the main entrance of the establishment;

2. Maintain all properties under their control in compliance with the occupancy limits, as specified in the Florida Building Code and the Code of Ordinances of the Town of Bay Harbor Islands, Florida, as determined by the building official or his designee;

3. See that the provisions of this Article are complied with and promptly address any violations of this Article or any violations of law which may come to the attention of the Responsible party;

4. Be available with authority to address and coordinate solutions to problems with the rental of the property twenty-four (24) hours a day, seven (7) days a week;

5. Be situated close enough to the property as to be able to, and shall, respond to emergency calls within one (1) hour of notification;

6. Keep available a register of all guests, which shall be open to inspection by authorized personnel of the Town of Bay Harbor Islands at all times; and

7. Maintain the entire property free of garbage and litter, provided however, that this subsection shall not prohibit the storage of garbage and litter in authorized receptacles for collection.

(B) False Information. It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this Article.

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

(A) Minimum Requirements for Issuance of a Certificate of Compliance.

The Town Manager or his designee may issue a Certificate of Compliance to the applicant upon proof of the following;

a. The owner or Responsible party completes the Town of Bay Harbor Islands registration application form;

b. The registration fee has been paid to the Town of Bay Harbor Islands;

c. A business tax receipt from the Town of Bay Harbor Islands pursuant to Chapter 13 of the Code or Ordinances;

d. A Business Tax Receipt (BTR) from Miami-Dade County;

e. A Florida Department of Revenue certificate of registration for purposes of collecting and remitting tourist development taxes, sales surtaxes and transient rental taxes;

f. A Florida Department of Business and Professional Regulations license as a transient public lodging establishment;

g. An affidavit, demonstrating maintaining initial and on-going compliance with Vacation Rental Standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to Chapter 509, Florida Statutes, and Rules, Chapter 61C and 69A, Florida Administrative Code; and

h. A copy of the vacation rental/lease agreement form to be used when contracting with Transient Occupants and guests.

(B) Vacation Rental Standards.

The following standards shall govern the use of any vacation rental as a permitted use:

1. Minimum life/safety requirements:

- a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.
- b. Sleeping rooms. All sleeping rooms shall meet the multi-family dwelling minimum requirements of the Florida Building Code.
- c. Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code – Residential.
- d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the locations.
- e. There shall be posted, next to the interior door of each bedroom a legible copy of the building evacuation map – Minimum 8'1/2" by 11".

2. Maximum occupancy. The following specific site considerations in subsection a., b., shall limit any vacation rental occupancy to whichever is less, but not to exceed the permitted maximums provided in subsection c. or d.,

- a. One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space.
- b. Two (2) persons per sleeping room, meeting the requirements for a sleeping room, plus two (2) additional persons that may sleep in a common area.
- c. The maximum occupancy shall be limited to XX (XX) transient occupants per vacation rental units. [Needs to discussed this further with Town]
- d. Occupancy may not exceed three (3) transient occupants per one (1) off-street parking space, the number of which is determined by the requirement of Section 23-24 of the Town of Bay Harbor Islands Code of Ordinances.

3. Solid waste handling and containment. Based on the maximum transient occupancy permitted, Town solid waste containers shall be as required in Chapter 9 of the Town of Bay Harbor Islands Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the Certificate. For purposes of this section, a solid waste container shall not be placed at curbside before 6:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside before midnight of the day of pickup. [This is more specific then Town Regulations in Chapter 9]

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

5. Minimum vacation rental lessee information. The vacation rental lessee shall be provided with a copy of the information required in this subsection and shall post the following conspicuously within the establishment:

- a. A statement advising the Occupant that any sound shall not be plainly audible and shall be considered a Noise Disturbance per definition in Section 12-21 of the Code of Ordinances of the Town of Bay Harbor Islands;
- b. A sketch of the location of the off-street parking spaces;
- c. The days and times of trash pickup;
- d. The location of the nearest hospital; and
- e. The local non-emergency police phone number.

6. Designation of a vacation rental Responsible party capable of meeting the duties provided in subsection 23-74.

7. Advertising. Any advertising of the vacation rental unit shall conform to information included in the Vacation Rental Certificate of Compliance and the property's approval, particularly as this pertains to maximum occupancy.

8. Sexual offenders and sexual predators. It is unlawful to allow another person to occupy an residential property as a Vacation Rental within the Town of Bay Harbor Islands, with the knowledge that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said residential property pursuant to Section 14-17 of the Code of Ordinances, is such place, structure, or part thereof, or other conveyance, is located within two thousand five hundred (2,500) feet of any school, designated public school bus stop, child day care facility, park or playground or other place where children regularly congregate.

9. Posting of Certificate of Compliance. The Certificate of Compliance shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the Responsible party and the maximum occupancy of the Vacation Rental.

10. Other standards. Any other standards contained within the Code of Ordinances and Land Development Regulations of the Town of Bay Harbor Islands to include, but not be limited to: noise, setbacks, stormwater and similar provisions.

Sec. 23-76. – Administration, penalties, and enforcement.

(A) Initial [and routine/yearly?] Compliance Inspections of Vacation Rentals.

An inspection of the dwelling unit for compliance with this section is required prior to issuance of an initial Vacation Rental Certificate of Compliance. If violations are found, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.

[routine/yearly inspections? or Affidavit indicating will be kept the same – see sec.23-75(a)g]

(B) Registration not transferable.

No registration issued under this Article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(C) Expiration of registration.

All registrations issued under the provisions of this Article shall be valid for no more than one year, and all registrations shall expire on September 30th of each

year. Dates for renewal and applicable late renewal fees shall be established by resolution of the Town Council of the Town of Bay Harbor Islands.

(D) Revocation.

a. Any certificate of compliance issued pursuant to this Article may be denied, revoked, or suspended by the Town Manager for the violation of this Article, any Town of Bay Harbor Ordinance, or state law by the Responsible party. Such denial, revocation or suspension is in addition to any penalty provided herein.

b. Offenses/violations.

1. Non-compliance with any provisions of this Article shall constitute a violation of this Article.

2. Separate violations. Each day a violation exists shall constitute a separate and distinct violations, except that occupancy violations shall be governed by subsection 23-76(D)e.

c. Remedies/enforcement. Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is key that vacation rental Responsible parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with Florida Statutes Chapter 162 and Code of Ordinances of the Town of Bay Harbor Islands.

1. Warnings. Warnings shall be issued for first-time violations and have a correction/compliance period associated with it. Such warnings may include notice to other agencies for follow-up by such agencies, such as the Florida Department of Business and Professional Regulation, the Florida Department of Revenue, the Miami-Dade County Tax Collector and the Miami-Dade County Property Appraiser, as applicable. Non-compliance with a correction compliance period shall result in the issuance of a citation.

2. Fines per violation shall be set by Resolution of the Town Council of the Town of Bay Harbor Islands for the first, second, third and further repeat violations. The Town may utilize Part 1 of the Florida Chapter 162 to prosecute a code violation and in such case a special magistrate shall be authorized to hold hearings, assess fines and order relief in lieu of any code enforcement board. Alternatively, the Town of Bay Harbor Islands may utilize Part 2 of Florida Chapter 162 and pursue violations by way of a civil citation system as provided in its Code of Ordinances [Town staff to verify]. The Town of Bay Harbor Islands may also rely on an appropriate enforcing agency at the state or local level.

3. Additional remedies. Nothing contained herein shall prevent the Town of Bay Harbor Islands from seeking all other available remedies which may include, but not be limited to suspension or revocation of a Vacation Rental

certificate, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

d. Suspension of Vacation Rental Certificate of Compliance. In addition to any fines and any other remedies described herein or provided for by law, the Town of Bay Harbor Islands may suspend a Vacation Rental certificate of compliance for multiple violations of the maximum occupancy in any continuous thirty-six (36) month period, in accordance with the following:

1. Suspension timeframes.

Note City of FTL has more lenient timeframes and suspension periods]

- a. Upon a third violation of the maximum occupancy the vacation rental certificate shall be suspended for a period of thirty (30) calendar days.
- b. Upon a fourth violation of the maximum occupancy the Vacation Rental Certificate shall be suspended for a period of twelve (12) calendar months.
- c. For each additional violation of the maximum occupancy the Vacation Rental Certificate shall be suspended for an additional twelve (12) calendar months.

2. Suspension restrictions. A vacation rental may not provide transient occupancy during any period or suspension of a Vacation Rental certificate.

- a. The suspension shall begin immediately following notice, commencing either:
 - i. At the end of the current vacation rental lease period; or
 - ii. Within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the Town of Bay Harbor Islands.

e. Operation during any period of suspension shall be deemed a violation pursuant to this Article and shall be subject to daily fine, up to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the vacation rental operates during a period of violation.

e. Number of violations. For purposes of this section only, violations shall be considered per the rental period or per every seven (7) days, whichever is less and for only those violations in which a code enforcement citation or criminal charge was issued. Violations could potentially occur over multiple times over the same rental period.

(E) Complaints.

Whenever a violation of this Article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall

be filed with the Town Manager or his designee. The Town Manager or his designee shall promptly record such compliant, investigate, and take action thereon in accordance with this article and Chapter 5 $\frac{3}{4}$ [Town to verify] of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

(F) Enforcement.

The Town Manager or his designee shall enforce the provisions of this Article.

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 12.

ITEM: Discussion and **possible** action of Community Showcase Video Program to enhance the Bay Harbor Islands Web Site with community promotions, special events, professional marketing and local BHI business advertising. Attach find a related information pertaining to this request.

DESCRIPTION:

CGI Communications Inc. of 130 East Main Street, Rochester, NY 14604, is a well respected and known company that offers professionally produced videos to be added to community websites. The company would write the copy and produce the videos which will viewed by persons who visit our website. Additionally, there will be the ability for the Town to upload videos of local events and even news worthy events that could impact residents. This company currently is working with 40 Florida Communities and thousands more across the nation.

The cost to BHI would be zero. (\$0) If we chose to work with CGI, they would ask that we endorse their company with a letter from the Town allowing them to approach local businesses to offer putting their businesses into the videos as click on attachments. There would be no requirement for businesses to advertise their services. Only if the businesses chose to advertise would there be charge. (That cost would be determined based on the length of the add/video)

Staff recommends authoring the Manager to enter into agreement with CGI, Inc. to produce professional website videos for BHI and to showcase the community, residents and businesses.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Gonzalez, I.S. Manager
Ronald Wasson, Town Manager

ATTACHMENTS

1.	CGI Marketing Information	CGI Marketing Information.pdf
2.	CGI Frequently Asked Questions	CGI Frequently Asked Questions.pdf
3.	CGI Client List	CGI Client List.docx

COMMUNITY SHOWCASE VIDEO PROGRAM

DRIVING RESIDENTS, BUSINESS, AND TOURISM TO YOUR COMMUNITY



TO LEARN MORE ABOUT THIS PROGRAM

-  VISIT www.mayors.tv
-  EMAIL nicoler@cgicommunications.com
-  CALL Vice President of Marketing and Acquisitions, Nicole Rongo at 800-398-3029 x203



COMMUNITY PROMOTION

The Community Showcase Video Program provides unique video content for municipalities to enhance their website. Delivered FREE OF CHARGE, our program is designed to meet the promotional needs of all communities, large and small.



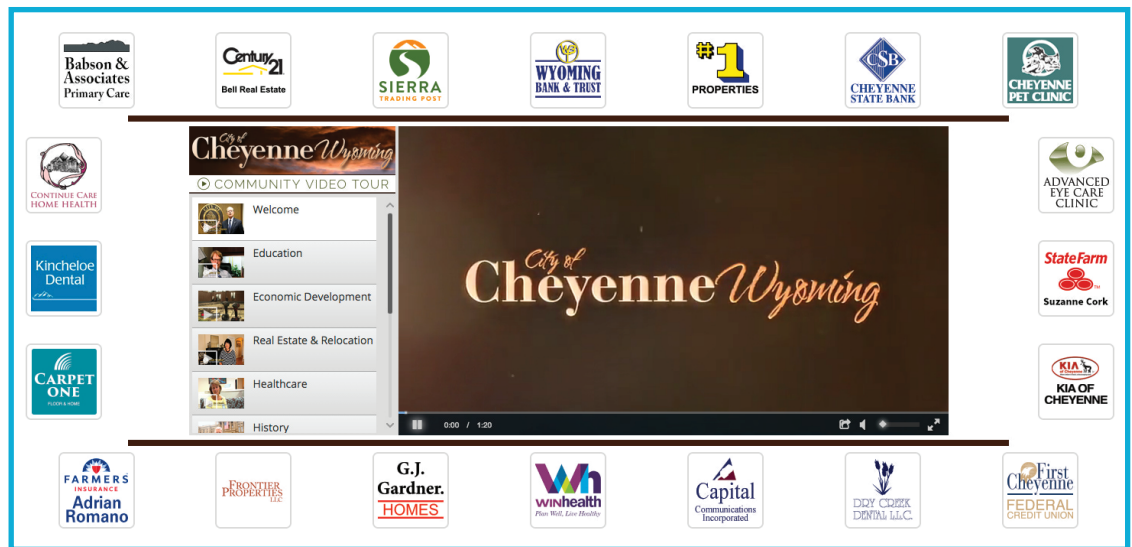
COMMUNITY ORGANIZATIONS

CGI will provide an additional overview video that depicts the important role non-profits play in enriching the quality of life for residents each day. Non-profit organizations receive a FREE logo that links directly to their website, providing them with additional exposure through the community's participation.

CGI works directly with your community to produce a series of videos for your official website. The videos help communities promote tourism, educate and welcome new families and residents and attract new businesses.

Your Video Tour will include a message from your mayor (or other civic leader), and has additional content to highlight quality of life, recreation, business & industry, shopping & dining, and much more.

VIDEO TOUR



GOCAST™ MOBILE APP

GoCast™ gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast™ allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast™ lets you capture it all.



BENEFITS

- NO COST to your municipality
- Simple implementation process
- Professional video production
- Captivating interface on your website homepage
- Enhanced online communication
- Optimized Internet presence



FREQUENTLY ASKED QUESTIONS

Who is CGI Communications, Inc.?

Formed in 1988, CGI Communications, Inc. is a leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving the Top 100 Award for 6 years since 1999 in the Greater Rochester Area.

Are there any hidden costs?

No. There is never a point where your municipality will ever see an invoice for any services we provides.

What if no businesses sign up for sponsorship?

Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.

How long does the video production take?

Video production is typically takes 10 to 14 weeks from inception to completion.

What is the relationship between CGI and the United States Conference of Mayors, the National League of Cities, and National Association of Counties?

CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in. In addition, CGI is a Premier Corporate Member of NACo and have partnered with hundreds of counties on our County Showcase Program.

Who fulfills the sponsorship element of the Community Video Program?

CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses that you would like to see have first right of refusal, we encourage and welcome you to do so.

Do we have a choice of what season we are filmed in?

Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole. Keep in mind however, being a free program our production calendar fills up quickly no matter what time of year.

Do we need an Official Representative in our Welcome video?

Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.

Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?

Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.

Is there a special rate for non-profit organizations that want to get involved?

We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

The 2015 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: Ronald J. Wasson

Title: Town Manager

Address: 9665 Bay Harbor Terrace

Town, State, Zip: Bay Harbor Islands, Florida 33154

Phone: 305-866-6241

Email: rwasson@bayharborislands.net

Website: www.bayharborislands.org

This agreement is between CGI Communications, Inc. ("CGI") and the Town of Bay Harbor Islands (the "Town") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.bayharborislands.org homepage, including any alternate versions of your homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce video content with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide script writing and video content consultation
- Have a videographer come to your location to film the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Provide our patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Have the duration of sponsor participation be one year and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from your website, including any alternate versions of your homepage for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.bayharborislands.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Own copyrights of the master Community Video Program
- Assume all cost for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the Town continues to provide the Community Video Program linkage from its homepage for the duration of this agreement

Program add-ons will include:

- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the Town website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

During the term of this Agreement, the Town of Bay Harbor Islands shall:

- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Town name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.bayharborislands.org homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.bayharborislands.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Feature business sponsors around the perimeter of video panels
- Allow businesses to purchase various digital media products and services from CGI and its affiliates
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program only
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

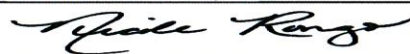
This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The Town of Bay Harbor Islands, FL

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: September 23 2015

DATE

Dear Valued Business Owner:

The Town of Bay Harbor Islands is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology. As a community with 4G LTE coverage the Town of Bay Harbor Islands is ready to embrace the mobile revolution, as residents are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official town website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the town's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Bay Harbor Islands; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this town-wide program as it provides an exciting new opportunity to showcase your business as part of this official town program, and affords all business owners the opportunity to utilize the power of video on your own websites and social media pages.

A representative from CGI Communications will be contacting you to provide detailed information regarding their video products, mobile video apps, and other services to enhance your online presence.

Best Regards,

Signatory
Title

Thank you for taking the time to speak with me this afternoon regarding our video program proposal. Attached you will find our Community Brochure and I have also re-mailed it to your attention as well. If you do not receive it by the end of next week, please let me know.

We also work with over 3,000 partners across the U.S. and Canada; many of those are communities from within the state of Florida. Below are some of our current partners:

1. Alachua
2. Aventura
3. Boynton Beach
4. Cocoa
5. Cocoa Beach
6. Crestview
7. Daytona Beach
8. Defuniak Springs
9. Deltona
10. Doral
11. Fernandina Beach
12. Fort Pierce
13. Groveland
14. Hallendale Beach
15. High Springs
16. Indian Harbour Beach
17. Key Biscayne
18. Kissimmee
19. Lake Alfred
20. Lauderdale Lakes
21. Longwood
22. Marathon
23. Marco Island
24. Miami Gardens
25. Miami Lakes
26. Milton
27. North Miami Beach
28. Ocoee
29. Orange City
30. Orange Park
31. Palmetto Bay
32. Pinellas Park
33. Plantation
34. South Daytona
35. St. Pete Beach
36. Tamarac
37. Temple Terrace
38. Venice
39. Wilton Manors

40. Winter Haven

Please keep in mind, this list does not include our County and Chamber of Commerce partners.

If you have any other questions, please let me know.

Amy Curran
Marketing and Acquisitions Executive

P: 800.398.3029 x 589

F: 866.429.8611

CGI Communications, Inc.
Granite Building, 5th Floor
130 East Main Street
Rochester, NY 14604

View my Company Bio: http://www.cgicompany.com/the_process/marketing/meet_amy.php

Like us on Facebook: www.facebook.com/cgicomcommunications

Follow us on Twitter: www.twitter.com/cgi_comms

Connect with me on LinkedIn: www.linkedin.com/in/amycurran/

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a Transfer of Developments Rights (TDR) transaction of the transfer of two (2) dwelling units from Oceanus Condominium, Inc (1060 92nd Street) to Bay Harbor Hotel, LLC (9601 East Bay Harbor Drive). Enclosed is a copy of the application, site plans, and relating documents.

DESCRIPTION:

The applicant request approval of a private Transfer of Development Rights transaction of five (5) dwelling units from Oceanus Condominium, Inc.

The receiving site, 9601 East Bay Harbor Drive (Bay Harbor Hotel, LLC), filed and received site plan approval on November 11, 2015 for the development of a ninety -six (96) room Hotel. The development must acquire a total of twenty (20) TDR units prior to the issuance of a Building Permit.

Donor 1060 - 92nd Street (Oceanus Condominium, Inc.)

Number of units to be transferred: 2

Price per unit: \$72,750

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney prepare a resolution setting forth the Town Council approval and recommendations.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Staff Report - MM	Grand Beach Hotel (1060 92 ST) Private TDR Report Fax Dec 07 2015 - Copy.pdf
2.	TDR Application	TDR App- 1060 92st.pdf
3.	Code Compliance	Code - Staff Report 1060 92 St.pdf

	report	
4.	Bldg Staff report	1060-92 ST- Blgd Staff Rerpot.pdf
5.	9601 EBHD - Site Plans	9601 EBHD Site Plans -96UNITS.pdf

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: 12/7/2015

Re: Transfer of Development Rights (TDR)

CC:

Grand Beach Hotel

9601 East Bay Harbor Drive

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request - Private

Donor Site: 1060 92nd Street / Lot 5 of Block 16 (Oceanus Condo)

Receiving Site: 9601 East Bay Harbor Drive / Lots 35 - 37 of Block 4 (Grand Beach Hotel)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Grand Beach Hotel) was granted a PUD Rezoning / Gateway Site Development Plan approval by the Town Council on November 9th, 2015 for 96 hotel rooms. The Town's adopted Comprehensive Plan / Zoning Code would allow a maximum of 54 hotel rooms on this site based on the maximum allowable land use intensity of 70 rooms per acre (.77 acres X 70 rooms per acre = 53.9 or 54 rooms). The Town Commission amended the Zoning Code on April 11th, 2011 to allow applicants to request the use of TDR units to increase the number of hotel rooms on a site. A conversion factor of .486 DU per hotel room is included. To achieve the requested 96 hotel rooms, the applicant would need to acquire 20 TDR units (54 hotel rooms @ 70 rooms per acre plus 42 rooms @ .486 = 20.41 DU / rounded down to 20 DU). The receiving site has also submitted a concurrent application to contract with the owners of 9350 Bay Harbor Terrace (proposed 9350 BH Townhomes) for three (3) private TDR units. If this TDR application for 2 TDR units as well as the concurrent application for 3 TDR units is approved, the applicant will still need to acquire 15 TDR units prior to construction.

The donor site, in this instance, is the 2-story / 7 DU Oceanus Condominium complex that was built in 1967, according to the Miami-Dade County records. The donor site is located at 1060 92nd Street and the legal description is Lot 5 of Block 16. The survey submitted indicates that the donor site never conveyed the front 11-feet of land to the Town for off-street parking in the Town swale as many others

did in the past; so this lot is a full lot. The total donor site land area, according to the survey submitted, is 11,250 sq. ft. / .258 acres in size and is entitled to 9 DU (.258 acres at 34 DUA = 8.78 or 9 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 7 DU proposed for the site and 9 DU allowed by right, the donor site has the ability to convey the two (2) TDR units requested.

***Notes on application package:**

- 1) The application paperwork must be revised to state that the existing use of the receiving site is a "Vacant Land / Proposed 96 room hotel w/ Accessory Uses". As discussed at the Town Council meeting the food service will be limited to hotel guests only (not open to the public), as additional parking would be required.
- 2) The application paperwork must be revised to show that the donor site is in the RM-2 Zoning District and that the lot size is 11,250 square feet.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



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

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ 72,750
TDR UNITS REQUESTED 2 PROJECT TOTAL UNITS 96
APPROVAL DATE: _____ APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>BAY HARBOR HOTEL, LLC</u>		
Phone (305) <u>799 0244</u>	e-mail <u>JSIMMONDS@mhqbbal.com</u>	Fax (770) <u>818 5515</u>
Address <u>9418 COLLINS AVENUE</u>		
City and State <u>SURFSIDE, FL</u>		Zip Code <u>33154</u>
Relationship to Property: <u>OWNER OF RECEIVER</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>BAY HARBOR HOTEL, LLC</u>		
Phone (305) <u>799 0244</u>	e-mail <u>JSIMMONDS@mhqbbal.com</u>	Fax (770) <u>818 5515</u>
Address <u>9418 COLLINS AVENUE</u>		
City and State <u>SURFSIDE, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>9601 EAST BAY HARBOR DRIVE</u>		
Legal Description: <u>LOT(S) 35, 36 + 37 BLOCK 4</u>		
Folio Number <u>13-2227-001-1100</u>	Current Zoning <u>RH1 - LOTS 35-36 GATEWAY - LOT 37</u>	
Property size <u>33,658 SQ. FT.</u>	Purchase date _____	
Existing use of the property <u>HOTEL AND RESTAURANT</u>		
Describe Existing Structure on Property <u>N/A</u>		
Dwelling units to be received <u>2</u>		
Total Dwelling units including TDR <u>'96 HOTEL ROOMS REQUIRING 20 TDR'S'</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 11/9/2015
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 OCEANUS CONDOMINIUM, INC		
Phone (805) 342 3952	e-mail gracecruz@live.com	Fax ()
Address 1060 92 ND STREET		
City and State BAY HARBOR ISLANDS, FL		Zip Code 33154
Property Address/Location 1060 92 ND STREET, BAY HARBOR ISLANDS		
Legal Description: LOT(S) 5 BLOCK 16		
Folio Number 13-2227-012-10 to 70	Current Zoning	Year built 1967
Property size	Purchase date	
Existing use of the property RESIDENTIAL CONDO		
Describe Existing Structure on Property 7 unit CONDO BUILDING		
Dwelling units to be transferred to TDR Bank 2		
Units permitted 9		

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 A R TOUSSAINT + ASSOC INC - RECEIVER SITE		
Address 620 NE 126 ST, NORTH MIAMI, FL 33161		
Phone (305) 891 7340	e-mail artoussaint@aol.com	Fax (305) 893 0325

Name of Surveyor BLANCO SURVEYORS INC - DONOR SITE		
Address 555 NORTH SHORE DRIVE, MIAMI BEACH, FL 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] ATTORNEY IN FACT

Signature of Owner (Applicant)

11.24.15

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of NOVEMBER, 2015,
by Joel Simmonds on behalf of
Bay Harbor Hotel LLC, 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: 9/27/2019

Talita Levy

Notary Public, State of Florida

Print Name: Talita Levy



TALITA LEVY
MY COMMISSION # FF 922098
EXPIRES: September 27, 2019
Bonded Thru Budget Notary Services

DONOR SITE

[Signature] / President 11/24/15
Signature of Owner (Applicant) Date
Oceanus Condo, Inc.

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of NOVEMBER, 2015,
by Graciela Cruz on behalf of
Oceanus Condominium 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: 9/27/2019

Talita Levy

Notary Public, State of Florida

Print Name: Talita Levy



TALITA LEVY
MY COMMISSION # FF 922098
EXPIRES: September 27, 2019
Bonded Thru Budget Notary Services

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: MB DEVELOPMENT, LLC
Date: 11/25/2015 Time: 9:55 AM
Receipt Number: MAIN / 92446
Clerk: SCHERRIE

1060 92 STREET

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION	1,000.00
Total:		1,000.00
Check	1275	1,000.00
Change:		0.00

MB DEVELOPMENT, LLC
GBH-BAY HARBOR
9418 COLLINS AVENUE
SURFSIDE, FL 33154

CITIBANK
401 ARTHUR GODFREY ROAD
MIAMI BEACH, FL 33140
63-8655
2660

1275

DATE AMOUNT
11-24-2015 \$*****1,000.00

Pay: *****One thousand dollars and no cents
PAY:

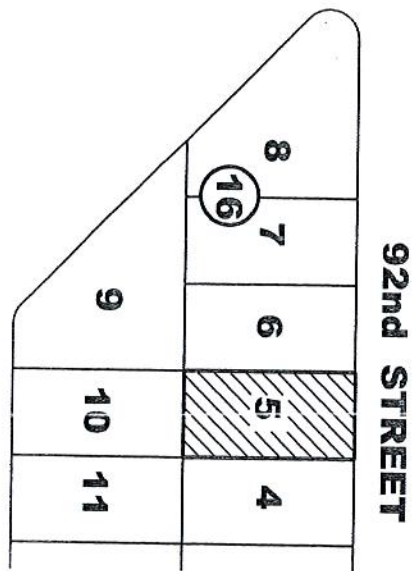
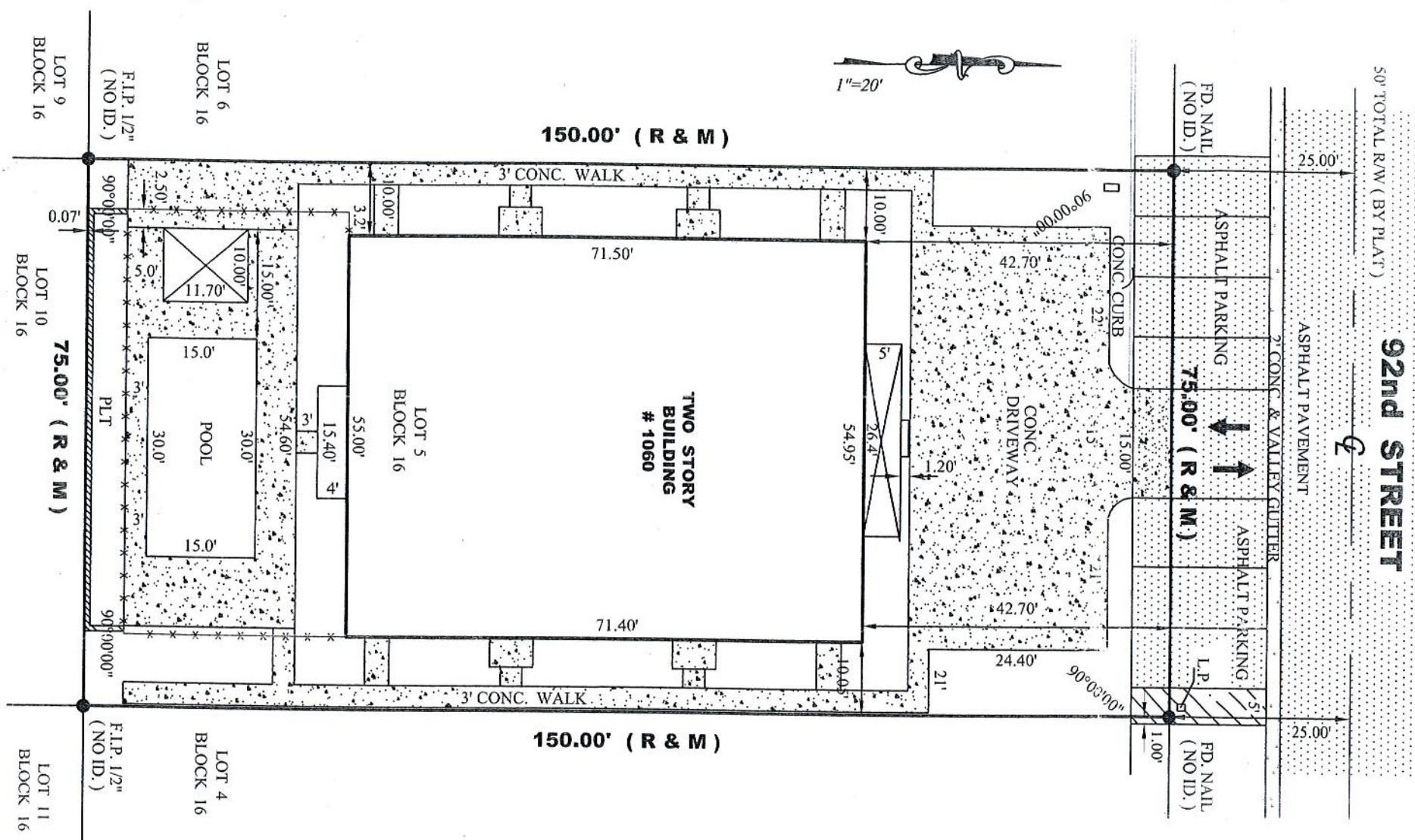
TO THE
ORDER
OF:

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR, FL 33154


MP
MP

⑈001275⑈ ⑆266086554⑆ 9138998298⑈

LOCATION SKETCH
SCALE: NTS



ABBREVIATIONS:

SWK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE, F=FOUND, A/C=AIR CONDITIONER PAD, P/C=PROPERTY CORNER, D/H=DRILLED HOLE, W/F=WOODEN FENCE, RES=RESIDENCE, CL=CLEAR, RB=REBAR, UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, C/L=CENTER LINE, O=DIAMETER, TYP=TYPICAL, M=MEASURED, R=RECORDED, ENCR=ENCROACHMENT, COMP=COMPUTER, ASH=ASPHALT, N/D=NAIL & DISC, S=SET, FEE=FINISH FLOOR ELEVATION, O/S=OFFSET, P/P=POWER POLE, OHP=OVERHEAD POWERLINE, WM=WATER METER, WOOD FENCE=WOOD FENCE, MASONRY WALL=MASONRY WALL, CONCRETE=CONCRETE, MAINTENANCE & DRAINAGE EASEMENT=M & D.E.

ELEVATION BASED ON LOC. #
CBM# ELV.

TYPE OF SURVEY: BOUNDARY SURVEY

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

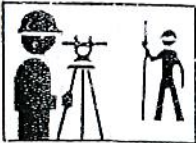
Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB: 46 PAGE 5

Property Address: 1060 92nd St., Bay Harbor, FL. 33154.

Legal Description: Lot 5, Block 16, 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



REVISED:

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

Adis N. Nunez
ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

555 NORTH SHORE DRIVE

MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE 9/11/09	BASE 8'
PANEL: 0144	COMMUNITY #	120637	
DATE: 7/9/15	SCALE: 1" = 20'	DWN. BY: F. Blanco	JOB No 15-611

1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
agrees to buy and See attached signature pages ("Seller")
agrees to sell the property as: Street Address: 1060 92nd Street, Bay Harbor Islands, FL 33154
Two (2) Transferable Development Rights of the property at 1060 92nd Street, Bay Harbor Islands, FL 33154 ("TDR")
Legal Description: _____
and the following Personal Property: NONE

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 145,500
(a) Deposit held in escrow by Gray Robinson, P.A. \$ 40,000.00
("Escrow Agent") (checks are subject to actual and final collection)
Escrow Agent's address: 333 S.E. 2nd Ave., Suite 3200, Miami, FL 33134 Phone: 305-418-6880
(b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
(c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
(d) Total financing (see Paragraph 5) \$ _____
(e) Other on date of BHI Approval (as defined below) \$ 40,000.00
(f) All deposits will be credited to the purchase price at closing. Balance to close, subject
to adjustments and prorations, to be paid with locally drawn cashier's or official bank
check(s) or wire transfer. \$ 65,500
24th

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before July 15, 2015, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event Insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property Insurance, Buyer may postpone closing up to 5 days after the Insurance underwriting suspension is lifted.

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(b) Location: Closing will take place in Miami-Dade County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

~~BUYER'S OBLIGATION. Within _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed _____ % of the purchase price or \$ _____, with a fixed interest rate not to exceed _____ % per year with an initial variable interest rate not to exceed _____ %, with points or commitment or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:~~

~~Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (15 days if left blank) from Effective Date (Loan Approval Date); (ii) satisfy terms and conditions of the Loan Approval; and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorize the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of these conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.~~

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ other see Addendum, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) approval by the Town of Bay Harbor Islands ("BHI") of the supplemental TDR application for the transfer of two (2) TDR's to use the TDR's at 9801 East Bay Harbor Drive provided there exists at closing no violation of the foregoing and none of them prevents Buyer's Intended use of the Property as a hotel pursuant to a site plan approval by the Town of BHI Planning and Zoning Board and Town Council (the "BHI Approval").

~~(a) Evidence of Title. The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within _____ days ☐ after Effective Date ☒ or at least 5 days before Closing Date deliver to Buyer (check one) ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.~~

~~(b) Title Examination. Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or~~

Buyer (S) and Seller (S) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* ~~(2) Buyer delivers proper written notice and Seller cures the defects within 5 days from receipt of the notice~~
91 ~~("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt~~
92 ~~by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect~~
93 ~~cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have~~
94 ~~10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or~~
95 ~~accept title subject to existing defects and close the transaction without reduction in purchase price.~~

96 ~~(c) Surveys (check applicable provisions below)~~

97* ~~☒ (1.) Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans,~~
98 ~~specifications, and engineering documents, if any, and the following documents relevant to this transaction:~~

99* ~~prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this~~
100 ~~transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the~~
101 ~~date this Contract is terminated.~~

102* ~~☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title~~
103 ~~evidence, obtain a current Certified survey of the Property from a registered surveyor. If the survey reveals~~
104 ~~encroachments on the Property or that the Improvements encroach on the lands of another, ☐ Buyer will~~
105 ~~accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be~~
106 ~~cured within the Curative Period.~~

107 ~~(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.~~

108 ~~7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"~~
109 ~~condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.~~
110 ~~Seller makes no warranties other than marketability of title. In the event that the condition of the Property has~~
111 ~~materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and~~
112 ~~receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer~~
113 ~~waives all claims against Seller for any defects in the Property. (Check (a) or (b))~~

114* ~~☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"~~
115 ~~condition.~~

116* ~~☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within days from Effective Date ("Due~~
117 ~~Diligence Period") determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's~~
118 ~~intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,~~
119 ~~Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary~~
120 ~~to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and~~
121 ~~zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of~~
122 ~~access to public roads, water, and other utilities; consistency with local, state and regional growth management and~~
123 ~~comprehensive land use plans; availability of permits, government approvals and licenses; compliance with~~
124 ~~American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections~~
125 ~~that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and~~
126 ~~development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of~~
127 ~~Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice~~
128 ~~requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its~~
129 ~~agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the~~
130 ~~purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the~~
131 ~~Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,~~
132 ~~damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any~~
133 ~~person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage~~
134 ~~in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written~~
135 ~~consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting~~
136 ~~from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and~~
137 ~~(2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the~~
138 ~~inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's~~
139 ~~deposit will be immediately returned to Buyer and the Contract terminated.~~

140* ~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the~~

141 ~~Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.~~

parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases; updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

Buyer ☒ and Seller ☐ acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. ~~If Seller retains the deposit, Seller will pay the Broker named in Paragraph 20 fifty percent~~
225 ~~of all forfeited deposits retained by Seller (to be split equally among the Broker(s) up to the full amount of the~~
226 ~~brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate~~
227 ~~the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving~~
228 ~~any remedy for Buyer's default.~~

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer 9 () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

~~(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).~~

~~(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.~~

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the Information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: N/A
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

Buyer (S) and Seller () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: N/A
289* (Company Name) (Licensee)
290*
291* (Address, Telephone, Fax, E-mail)

292* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306* ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307* ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308* ☐ Seller Representations	☐ Seller Financing	☒ Other <u>Addendum</u>

309 22. ADDITIONAL TERMS:

310* _____
311* _____
312* _____
313* _____
314* _____
315* _____
316* _____
317* _____
318* _____
319* _____
320* _____

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338  _____ Date: 7.17.15
339 (Signature of Buyer)

340 Bay Harbor Hotel, LLC Tax ID No: _____
341 (Typed or Printed Name of Buyer)

342 Title: AUTHORIZED SIGNATORY Telephone: _____

343 _____ Date: _____
344 (Signature of Buyer)

345 _____ Tax ID No: _____
346 (Typed or Printed Name of Buyer)

347 Title: _____ Telephone: _____

348 Buyer's Address for purpose of notice: 4835 Collins Ave., #801, Miami Beach, F 33140

349 Facsimile: _____ Email: _____

350 _____ Date: _____
351 (Signature of Seller)

352 _____ Tax ID No: _____
353 (Typed or Printed Name of Seller)

354 Title: _____ Telephone: _____

355 _____ Date: _____
356 (Signature of Seller)

357 _____ Tax ID No: _____
358 (Typed or Printed Name of Seller)

359 Title: _____ Telephone: _____

360 Seller's Address for purpose of notice: 1060 92nd Street, Bay Harbor Islands, FL 33154

361 Facsimile: _____ Email: _____

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362 Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

**ADDENDUM NUMBER ONE
TO COMMERCIAL CONTRACT**

THIS ADDENDUM NUMBER ONE shall be construed as part of that certain Commercial Contract executed by the parties of even date herewith (the "Contract").

1. **Addendum Number One Controls.** In the event of any conflict between this Addendum Number One and the Contract, it is agreed that this Addendum Number One shall control.

2. **This Contract.** All references herein to "this Contract" shall include Addendum Number One of the Contract.

3. **Transfer Documents.** The parties acknowledge that the transfer of to the two (2) TDRs from Seller to Buyer shall be made by quitclaim deed and/or such documentation as required by BHI.

4. **Closing Date.** Buyer and Seller agree that the Closing Date shall be ten (10) days following BHI Approval which includes confirmation of Seller's ownership of the two (2) TDRs and approval of the transfer of two (2) TDRs for use at Buyer's property located at 9601 East Bay Harbor Drive, Bay Harbor Islands, Florida 33154, including BHI's resolution and the execution and delivery of any other necessary documents required by BHI to evidence the existence and transfer of the TDRs. In the event that the Seller must comply with any contingencies and/or obligations in order to effectuate the transfer of the TDRs, the Seller shall be obligated to satisfy those contingencies and/or obligations, and the Closing shall be ten (10) days following Seller's satisfaction thereof.

5. **Seller's Authority.** Seller hereby warrants and represents to Buyer that it owns the TDRs and has the full right, power, and authority to enter into this Contract and convey the TDRs to Buyer without the need for further consents or authorizations. All necessary authorizations and approvals on the part of Seller have been obtained authorizing the Seller to execute the Contract and to consummate the transactions contemplated thereby. The parties agree to execute any and all documents necessary to consummate this transaction as required by BHI. In order to confirm the existence and Seller's ownership of the two (2) TDRs, within a reasonable time period after the Effective Date, Seller agrees to use commercially reasonable efforts and due diligence to obtain from BHI such documentation (such as a TDR Certificate) certifying the existence and ownership of the two (2) TDRs. Seller acknowledges that such commercially reasonable efforts and due diligence may include, but not be limited to, submitting a written application, providing an updated survey and such other information as may be required by BHI. The parties acknowledge and agree that the certification by BHI of the existence and ownership of the two (2) TDRs is a condition precedent to Seller's obligations under this Contract. If BHI certifies that the Seller does not own any TDRs, then this Contract shall terminate and the Escrow Agent is authorized to return the Deposit to the Buyer and the parties shall be relieved of all rights and obligations hereunder. If BHI certifies that the Seller owns one (1) TDR or more than two (2) TDRs, the Buyer shall have the option to proceed with this Contract with a decrease or increase in the Purchase Price on the basis of ~~\$70,000.00~~ per TDR.

72,750.00

6. **Buyer's Termination Right.** If the BHI Approval is not obtained within 270 days of the Effective Date through no fault of Seller, Buyer may terminate the Contract upon written notice to the Seller. In such case, Seller shall be entitled to the initial Deposit in the amount of \$40,000, and Escrow Agent is authorized to disburse such amount to the Seller, and the parties shall thereafter be released from all rights and obligations under the Contract.

7. **Confidentiality.** The parties acknowledge and agree the fact the transaction is taking place is confidential, and that the disclosure of the Confidential Information (as defined below) except as permitted by the terms of this Contract would be disruptive and damaging to the conduct of our business and business prospects. The parties agree not to disclose (i) that the transaction is taking place or any aspect or details of said transaction negotiations to any third parties other than their legal counsel and (ii) the Confidential Information to, or have any discussions regarding this transaction with, any persons or entities other than their legal counsel. The "Confidential Information" shall include this Contract (including the Purchase Price) and any other documents or any other information provided by either party to the other party, in writing or orally, but shall exclude any information that is in the public domain and/or which is generally known, that is or was available on a non-confidential basis. Notwithstanding the foregoing, disclosure of the Confidential Information may be made as may be required by law in order to obtain the BHI Approval or court order. The provisions of this Section 7 may be enforced by injunctive or other equitable remedies.

8. **Ratification.** Except as expressly modified herein by this Addendum Number One, the provisions of the Contract remain unmodified and in full force and effect and are hereby ratified by the parties.

9. **Counterparts; Facsimile Signatures.** The Contract and this Addendum Number One may be executed in any number of counterparts, each of which when taken together shall constitute one in the same document. The Contract and this his Addendum Number One may be signed by facsimile or other electronic means, and any signature received by facsimile or other electronic means shall be considered an original signature for all intents and purposes.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

Q

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

SEE ATTACHED SIGNATURE PAGES

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By: 

Name: Joel Simmonds

Title: Authorized Signatory

Executed: July 17th, 2015

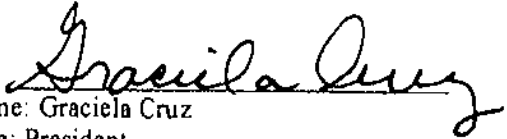
JOINDER TO PURCHASE AND SALE AGREEMENT

Oceanus Condominium, Inc. (the "Association") does hereby join in, as "Seller", the Commercial Contract and Addendum thereto respecting the conveyance of two (2) transferrable development rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms thereof are and shall be binding upon the Association.

The undersigned has executed this Joinder on this 29 day of July, 2015.

OCEANUS CONDOMINIUM, INC., a
Florida not-for-profit corporation

By:


Name: Graciela Cruz

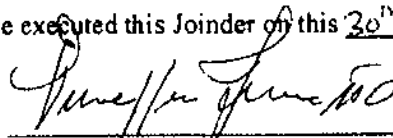
Title: President

[SEAL]

JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned GIUSEPPINA FAVRETTO and
does/do hereby join in, as "Seller", the Commercial
Contract and Addendum thereto respecting the conveyance of two (2) transferrable development
rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms
thereof are and shall be binding upon the undersigned and his/her/their successors in title.

In witness whereof, the undersigned has/have executed this Joinder on this 30th day of
June, 2015.



Print Name: GIUSEPPINA FAVRETTO

Print Name: _____

JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned HARRY BUSKY, FRANKINA DAIEN and ROBERT DAIEN, does/do hereby join in, as "Seller", the Commercial Contract and Addendum thereto respecting the conveyance of two (2) transferrable development rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and his/her/their successors in title.

In witness whereof, the undersigned has/have executed this Joinder on this ____ day of June, 2015.


Print Name: HARRY BUSKY


Print Name: FRANKINA DAIEN, ROBERT DAIEN

errors, at the request of any association, the appropriate adjustment shall be made and such additional sums, if any shall be due immediately from the owner and/or any other parties relying on the information contained herein.

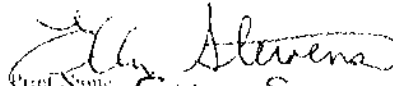
PLEASE BE NOTIFIED THAT OUR NORMAL LETTERS AND E-MAILS TO YOU ARE NOT INTENDED TO MEET THE "COVERED OPINION" TEST. ADDITIONALLY, THIS EMAIL SHALL NOT CONSTITUTE A LEGAL OPINION AND MAY NOT BE RELIED UPON FOR SUCH PURPOSE.

JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned Ellen Stevens and
does do hereby join in, as "Seller" the Commercial
Contract and Addendum thereto respecting the conveyance of two (2) transferable development
rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms
thereof are and shall be binding upon the undersigned and his/her then successors in title.

In witness whereof, the undersigned has have executed this Joinder on this _____ day of
June, 2015.

July 19, 2015


Print Name ELLEN STEVENS

Print Name

From Graciela Cruz
Subject Joinder for TDR sale
Date July 19, 2015 at 6:28 PM
To Graciela Cruz



JOINDER TO PURCHASE AND SALE AGREEMENT

I The undersigned Jeffrey Postal and
do hereby join in, as "Seller" the Commercial
Contract and Addendum thereto respecting the conveyance of two (2) transferrable development
rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms
thereof are and shall be binding upon the undersigned and his/her/their successors in title.

July In witness whereof, the undersigned has/have executed this Joinder on this 20 day of
July, 2015.

Print Name:

Jeffrey Postal

Print name:

Graciela Cruz

From: Graciela Cruz
Subject: Joinder for TDR sale
Date: July 19, 2015 at 6:28 PM
To: Graciela Cruz



JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned Grace Cruz and
_____, do/da hereby join in, as "Seller", the Commercial
Contract and Addendum thereto respecting the conveyance of two (2) transferrable development
rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms
thereof are and shall be binding upon the undersigned and his/her/their successors in title

July
June 2015

In witness whereof, the undersigned has/have executed this Joinder on this 20 day of

Print Name

Grace Cruz
Grace Cruz

Print Name

From: Graciela Cruz
Subject: TDR Joinder
Date: July 20, 2015 at 5:44 PM
To: Grace Cruz grace.3@at&t



JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned Grace Cruz and
does do hereby join in, as "Seller", the Commercial
Contract and Addendum thereto respecting the conveyance of two (2) transferrable development
rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms
thereof are and shall be binding upon the undersigned and his/her/their successors in title

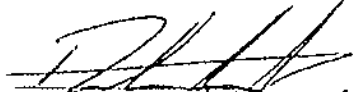
In witness whereof, the undersigned has have executed this Joinder on this 20 day of
July, 2015.

Graciela Cruz
Print Name Graciela Cruz

JOINDER TO PURCHASE AND SALE AGREEMENT

The undersigned _____ and _____, does/do hereby join in, as "Seller", the Commercial Contract and Addendum thereto respecting the conveyance of two (2) transferrable development rights ("TDR's") to Bay Harbor Hotel, LLC, to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and his/her/their successors in title.

In witness whereof, the undersigned has/have executed this Joinder on this _____ day of June, 2015.


Print Name: RODRIGO ANDRES GARCIA

Print Name:



CFN 20140251275
DR Bk 29100 Pgs 2790 - 2791 (2pgs)
RECORDED 04/08/2014 14:34:56
DEED DOC TAX 72,000.00
SURTAX 54,000.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT WAS PREPARED BY:

Steven A. Weinberg, Esquire
Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court
Plantation, Florida 33324

Parcel I.D. No. 13-2227 001 1100

AND RETURN TO:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
1221 Brickell Avenue, Suite 1600
Miami, Florida 33131

WARRANTY DEED
(STATUTORY FORM - Section 689.02, F.S.)

THIS INDENTURE, made this 1 day of April, 2014, between, The Church by the Sea Inc., a Florida not for profit corporation, having its principal place of business at 501 96th Street, Bal Harbour, Florida 33154, hereinafter Grantor, and Bay Harbor Hotel LLC, a Florida limited liability company, whose post office address is 4835 Collins Avenue, Suite 801, Miami Beach, FL 33140, of the County of Miami-Dade, State of Florida, hereinafter Grantee,

WITNESSETH that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying, and being in Miami-Dade County, Florida, to-wit:

Lots 35, 36 and 37, in Block 4, of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO zoning and/or restrictions and prohibitions imposed by governmental authority; restrictions, easements, conditions, oil, gas and mineral rights, and reservations of record and other matters appearing on the plat and/or common to the subdivision; and taxes for the year 2014.

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 it is lawfully seized of said land in fee simple; and it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

OR BK 29100 PG 2791
LAST PAGE

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness Sign: Martin LaBrosse
Witness Print Name: MARTIN LABROSSE

The Church by the Sea Inc.,
a Florida not for profit corporation

Witness Sign: Aude Rolle
Witness Print Name: Aude Rolle

By: Jean Bryan, President
Jean Bryan, President

STATE OF FLORIDA)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me this 1 day of April, 2014, by Jean Bryan, as President of The Church by the Sea Inc., a Florida not for profit corporation, on behalf of the corporation who is personally known to me or who has produced FL ID License as identification and who did take an oath.

Sarina M. Hirsch
Typed printed or stamped name of NOTARY
My Commission No.: FF091208
My Commission Expires: 3/1/18
(SEAL)



Page 2 of 2

H:\FWB\C\Church by the Sea, Inc\13871.003 9601 East Bay Harbor\Closing Title Documents\Warranty Deed Corporate Entity v2 (SZ).DOCX

**DECLARATION OF CONDOMINIUM
OF
OCEANUS CONDOMINIUM**

RONIAL ENTERPRISES, INC., a Florida corporation, hereby makes and declares the reservations, restrictions, covenants, conditions, and easements set out hereinafter as applicable to the property hereinafter described and hereby submits said property to condominium ownership, pursuant to Chapter 711 of the Florida Statutes (hereinafter referred to as the "Condominium Act.")

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation of this Association, copies of which are attached hereto and made a part hereof by reference. Both the burdens imposed and the benefits shall run with each unit and the interests in common property as herein defined.

I. Definitions. As used herein and in the By-Laws and Articles of Incorporation attached hereto and in all amendments hereto, unless the context requires otherwise:

- (1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
- (2) "Association" or "Corporation" means Oceanus Condominium, Inc., (a condominium association) the entity responsible for the operation of the condominium.
- (3) "By-Laws" means the by-laws for the government of the condominium as they exist from time to time.
- (4) "Common elements" means the portion of the condominium property not included in the units.
- (5) "Common expenses" means the expenses for which the unit owners are liable to the Association.
- (6) "Common surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- (7) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

- (8) "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit;
 - (9) "Condominium property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium;
 - (10) "Limited common elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units;
 - (11) "Operation" or "operation of the condominium" means and includes the administration and management of the condominium property;
 - (12) "Unit" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration;
 - (13) "Unit owner" or "owner of a unit" means the owner of a condominium parcel;
 - (14) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended;
 - (15) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or individual business entity authorized to do business in Florida.
- II. Condominium parcels; appurtenances; possession and enjoyment.**
- (1) The condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.
 - (2) There shall pass with a unit as appurtenances thereto:
 - (a) An undivided share in the common elements;
 - (b) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
 - (c) An undivided share in the common surplus.
 - (3) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

- (4) The owner of the respective "condominium unit" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "condominium unit", nor shall owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective "condominium unit" which are utilized for or serve more than one "condominium unit", which items are by these presents hereby made a part of the "common element". Said owner, however, shall be deemed to own the walls, and partitions, which are contained in said owner's respective "condominium unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

III. Restraint upon separation and partition of common elements.

- (1) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described;
- (2) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit;
- (3) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

IV. Common elements.

- (1) Common elements includes within its meaning the following items:
- (a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous;
- (b) All parts of the improvements which are not included within the units;
- (c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;
- (d) An easement of support in every portion of a unit which contributes to the support of a building;
- (e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation;

- (f) The property and installations in connection therewith required for the furnishings of services to more than one unit or to the common elements.

V. Description of property involved:

- (1) The legal description of the land involved herein is:

Lot 5, in Block 16 of RAY HARPOR ISLANDS, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Dade County, Florida.

- (2) Attached hereto and made a part hereof is a survey of said land, prepared and certified to by J. B. Ford Co., dated November 22nd, 1967, together with a graphic description of the improvements in which the units are located and a plot plan thereof. The identification, location, dimensions, and size of each unit and the common elements appear thereon. Together with this Declaration they are sufficient in detail to identify the common elements in each unit, their relative locations and approximate dimensions. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.

- (3) Subject condominium is identified by the name OCEANUS CONDOMINIUM.

VI. Percentage of ownership of common elements and voting rights:

For purposes of identification, each condominium parcel has been numbered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning common surplus shall be:

<u>Cond. Parcel, Unit & Apt. No.</u>	<u>% of Ownership Expenses & Surplus</u>
1	12.94
2	12.94
3	12.72
4	13.00
5	16.12
6	16.16
7	16.12

Each unit owner is entitled to one vote for each unit owned by him.

VII. Amendments of Declaration:

- (1) These Restrictions, Reservations, Covenants, Conditions, and Easements may be modified or amended by executing with the formalities of a deed and recording such modification in the Public Records of Dade County, Florida, signed by three-fourths (3/4ths) (75%) of the unit owners. No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other

voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees, nor shall same be effective without consent of 50% of the institutional mortgagees holding mortgages on the respective condominium parcels. Unanimous consent of owners shall be necessary to change the vote or consent necessary to terminate the condominium project during the twenty (20) year period beginning on the date hereof.

- (2) Invalidation of any of these Restrictions, Reservations, Covenants, Conditions and Easements or any provision contained in the plat of the condominium property or in a conveyance of a unit in the condominium by Judgment, Court Order or law shall in no way affect any of the other provisions which shall remain in full force and effect.
- (3) These Restrictions, Reservations, Covenants, Conditions and Easements shall be binding upon and inure to the benefit of unit owners and their grantees, heirs, personal representatives, successors, assigns and any and all parties claiming by, through or under any unit owner.

VIII. By-Laws:

The operation of the condominium property shall be governed by the By-Laws of OCEANUS CONDOMINIUM, a copy of which is attached hereto and made a part hereof. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

IX. The Association, its Powers and Responsibilities:

- (1) The operation of the condominium shall be vested in OCEANUS CONDOMINIUM, INC.
- (2) No unit owner, except as an officer of the Association, shall have any authority to act for the Association.
- (3) The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article VIII above, but in addition thereto the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:
 - (a) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units;
 - (b) The power to make and collect assessments and to lease, maintain, repair and replace the common elements;

- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all times;
- (d) The power to adopt reasonable rules and regulations for the maintenance of the condominium property.

X. Maintenance; limitations upon improvement.

- (1) The maintenance of the common elements shall be the responsibility of the Association;
- (2) There shall be no material alteration or substantial additions to the common elements except in a manner provided for herein;
- (3) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XI. Common expenses and common surplus.

- (1) Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by this Declaration or the By-Laws;
- (2) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

XII. Assessments, liability, lien and priority, interest, collections.

- (1) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property. Unless specifically waived by the Association, the assessment shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a

voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance;

- (2) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment was made;
- (3) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of six per cent (6%) per annum until paid;
- (4) The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Dade County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act.
- (5) Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The association may bid at any sale in same and apply as a cash credit against its bid all sums due the association covered by the lien being enforced.
- (6) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners including said acquirer, his successors and assigns.

- (7) Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.
- (8) The association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.
- (9) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

XIII. Termination of condominium.

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "very substantial" damage occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XIV. Equitable relief.

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Dade County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XV. Limitation of liability.

- (1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration;

- (2) The owner of a unit shall have no personal liability for any damages caused by the association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVI. Liens.

- (1) Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole as distinguished from individual units, except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels;
- (2) Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the association, in which event same might be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses;
- (3) In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

XVII. Remedies for violation.

Each unit owner shall be governed by and conform with this Declaration and the By-laws attached hereto. Failure to do so shall entitle the association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XVIII. Easements.

- (1) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements;

- (2) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

XIX. Membership in Association:

- (1) OCEANUS CONDOMINIUM, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.
- (2) All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units.
- (3) Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws attached hereto.

XX. Assessments:

- (1) The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses. The Board of Directors of the Association shall not establish an annual budget or levy any assessment the effect of which would increase a condominium parcel owner's monthly maintenance obligation by more than 100% above his initial monthly maintenance payment, without the consent of a majority of the first mortgagees holding mortgages against subject condominium parcels. No special assessment, i. e., one unconnected with an operation or maintenance expense, shall be levied without the consent of all the parcel owners and their respective mortgages.
- (2) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Article VI above. One-half of the amount assessed against the unit shall be payable on the first (1st) day of May and first (1st) day of November of the fiscal year involved, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

XXI. Sale, Rental, Lease or Transfer:

- (1) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owners to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse, or member of his immediate family, the unit owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach of this Declaration and any transfer in contravention hereof shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent.
- (2) In the event the Board of Directors disapproves of the proposed transaction, and if the unit owner still desires to consummate same, he shall, fifteen (15) days before such sale or transfer, give written notice to the secretary of the corporation of his intention to sell or transfer on a certain date and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice provided that they so notify the secretary of the Association in writing at least ten (10) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon the selling unit owner may either accept the offer or withdraw and/or reject the offer specified in the notice to the Board. Failure of any unit owners to accept the offer within said ten (10) days, or to close the transaction within fourteen (14) days shall be deemed consent to the transaction specified in the notice. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. If he fails to comply with the terms hereof any other member shall have the right to redeem from the purchaser, subject to his reimbursing the purchaser for any moneys expended, and immediately after such reimbursement the purchaser shall convey all his right, title and interest to the member making the redemption.

In the event that the provisions of Section XXI(1) and (2) shall be deemed invalid or illegal as a violation of the Rule Against Perpetuities, then, in that event, the terms and conditions of the aforementioned Section XXI (1) and (2) shall expire twenty-one(21) years after the date of the execution of this instrument.

- (3) Units shall not be leased or subleased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease or sublease be used. Notwithstanding the lease or sublease of his unit, the liability of the unit owner shall continue.
- (4) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors, the provisions of Paragraph (1) above to be inapplicable.
- (5) Notwithstanding any other provisions herein, this article shall not be applicable to RONIAL ENTERPRISES, INC., which is recognized as the developer of the condominium project, and which corporation is irrevocably empowered to sell, lease or rent condominium units to any purchaser or lessee approved by it. The said developer shall have the right to transact any business necessary to consummate sales of units, including, but not limited to the right to maintain models, have signs, employees in the offices, use the elevators and common elements, and to show apartments. Sales office signs and all items pertaining to sales shall not be considered common elements and remain the property of the developer. In the event there are unsold parcels, developer retains the right to be the owner of unsold parcels under the same terms and conditions as all other parcel owners in said condominium, and developer, as parcel owner shall contribute to the common expenses in the same manner as other parcel owners.

XXII. Obligations of Members

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (a) Promptly pay the assessments levied by the Association.
- (b) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

- (c) Not use or permit the use of his unit for any purpose other than as a single family residence for himself and the adult members of his family and social guests, and maintain his unit in a clean and sanitary manner;
- (d) Keep pets or other animals in his unit and the common elements only under regulations established by the association;
- (e) Not to make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the association and all mortgagees holding a mortgage on his unit;
- (f) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements;
- (g) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the association, and to see that all persons using owner's property by, through or under him do likewise;
- (h) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building, whether within a unit or part of the common elements;
- (i) Allow the Board of Directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and By-Laws of the corporation;
- (j) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aeriels except as provided uniform regulations promulgated by the association;
- (k) Not allow any children under twelve (12) years of age to reside on the premises except as permitted by the uniform regulations established from time to time by the association;

- (l) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Board of Directors of the corporation. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the corporation shall pay for and be responsible for repairs and electrical wiring within the common elements;
- (m) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "Condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium including land and improvements as has been assigned to said unit as has been set forth in this Enabling Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

XXIII. Enforcement of maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

XXIV. Limited common elements

If there are any limited common elements, they will be reserved for the use of the units to which they have been specifically assigned, to the exclusion of other units, and there shall pass with said unit as appurtenant thereto the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior services of such limited common elements, if any, shall be borne by and assessed against the individual unit owner. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement, if any, shall be treated as and paid for as a part of the common expenses of the association.

XXV. Liability Insurance

The Board of Directors of the association shall obtain public liability insurance covering all of the common elements of the condominium and insuring the association and the common owners as its and their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$100,000 - ~~\$500,000~~. Premiums for the payment of such insurance shall be chargeable as common expense to be assessed against and paid equally by each of the unit owners. Each individual unit owner shall be responsible for purchasing liability insurance to cover accidents occurring within his own unit.

XXVI. Casualty Insurance

- (1) Purchase of Insurance: The association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, together with such other insurance as the association deems necessary in and for the interest of the association, all unit owners, and their mortgagees, as their interests may appear, in a company Triple A - best rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses.
- (2) Loss Payable Provisions: All policies purchased by the association shall be for the benefit of the association, all unit owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the association and to institutional first mortgagees, said proceeds to be expended or disbursed in the manner hereinbelow set forth.
- (3) Loss Within Single Unit: If loss shall occur within a single unit or units without damage to the common elements, the insurance proceeds shall be delivered over to the unit owner and his first mortgagee, if any. The unit owner shall thereupon be fully responsible for the restoration and repair of the unit.
- (4) Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units, and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the association and the unit owners

to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

- (a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- (b) If the damage or loss is limited to the common elements, with no or minimal damage or loss to any individual unit, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed over to the association, who shall promptly contract for the repair and restoration of the damage.
- (c) If the damage or loss involves individual units encumbered by institutional first mortgages as well as the common elements, or if the damage is limited to the common elements alone but is in excess of \$5,000.00, the insurance proceeds shall be endorsed over to the association, provided, however, that upon request of any institutional mortgagee: (1) all corporate officers and employees handling the insurance proceeds and any additional deficiency assessment funds shall be bonded to the full extent of such moneys; and (2) said moneys shall be deposited in a special account, all withdrawals therefrom and contracts for the repair and restoration of the property to be approved by a designee of a "majority" of institutional first mortgagees holding mortgages upon any portion of the condominium property. (The term "majority" means the holders of mortgage deeds, the aggregate balance of which is more than one-half of the total institutional first mortgage indebtedness then owing on the various units.)
- (d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.
- (e) If the net proceeds of insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners equally for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided,

however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners equally, as though all of said damage had occurred to the common elements.

- (f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within forty-five days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any institutional first mortgagees upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.
- (g) Notwithstanding the foregoing provision, any institutional mortgagee shall have the right to require payment to it, and apply against the mortgage, any insurance funds to the extent of its interest therein.
- (5) "Very Substantial" Damage : As used in this Declaration, or in any other context dealing with this condominium, the term "very substantial" damage shall mean loss or damage whereby two-thirds or more of the apartment units are rendered untenable, or loss or damage whereby sixty-six and two-thirds percent (66-2/3%) or more of the total amount of insurance coverage placed as per Paragraph XXVI(1) becomes payable. Should such "very substantial" damage occur, then:
 - (a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
 - (b) The provisions of Paragraph XXVI(4)(f) shall not be applicable to any institutional first mortgagee, who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.
 - (c) Thereupon, a membership meeting shall be called by the Board of Directors, to be held not later than sixty days after the casualty, to

determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless two-thirds of the membership shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law in accordance with Section 16 of the Condominium Act.

If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees are not sufficient to cover the cost thereof so that a special assessment will be required, then if a majority of the membership vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 16 of the Condominium Act. In the event the majority of the voting members vote in favor of the special assessment, the association shall immediately levy such assessment and thereupon the association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of paragraph (4)(c) and (d) above. To the extent that any insurance proceeds are required to be paid over to any mortgagee, and in the event it is determined not to abandon the condominium project and to vote such special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee and said unit owner and his unit shall be subject to special assessment for such sum.

In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding jointly made by the Board of Directors of the association and by the insurer shall be binding upon all unit owners.

- (6) Association's Power to Compromise Claims: The association is hereby irrevocably agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the association.

XXVII. Miscellaneous

- (1) If any provision of this Declaration, or of the By-Laws

attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

- (2) Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by Certified Mail at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by Certified Mail at the primary office of the Association at 1060 - 92nd Street, Ray Harbor Islands, Florida. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- (3) The Remedy for Violation provided for by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring Court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the Court that the violation complained of is willfull and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.
- (4) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "Association" as defined in Article I hereof is used synonymously with "corporation" and refers to OCEANUS CONDOMINIUM.
- (5) There shall be no amendment to this Declaration or to the Articles of Incorporation and By-Laws of OCEANUS CONDOMINIUM which would impair or materially affect the rights of any holder of an institutional first mortgage, unless consent thereto by such institution after ten (10) days written notice of such proposed amendment.

IN WITNESS WHEREOF, RONIAL ENTERPRISES, INC., a Florida corporation, has hereunto set its corporate hand and seal, this ~~10th~~ day of December, 1967.

Signed, Sealed & Delivered
in the Presence of:

RONIAL ENTERPRISES, INC., (SEAL)
a Florida corporation

By: [Signature]

President

Attest: [Signature]

Secretary

STATE OF FLORIDA)
 : SS
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ARNOLD L. GOLDMAN and AARON GOLDMAN, as President and Secretary, respectively, of RONIAL ENTERPRISES, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument as such officers for the uses and purposes therein expressed, as the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 10th day of December, 1967.

[Signature]
NOTARY PUBLIC, State of Florida

My commission expires: 3-6-70

**BY-LAWS
OF
OCEANUS CONDOMINIUM, INC.
A Non-Profit Florida Corporation**

ARTICLE I

GENERAL

Section 1. **The Name** : The name of the corporation shall be OCEANUS CONDOMINIUM, INC.

Section 2. **Principal Office**: The principal office of the corporation shall be at 1060 - 92nd Street, Bay Harbor Islands, Miami Beach, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. **Definition** : As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Declaration of Restrictions, and the words "property", "unit" or "unit Owner", and "condominium" are defined as set forth in the Declaration of Restrictions, etc. of the corporation, to which these By-Laws are attached.

ARTICLE II

DIRECTORS

Section 1. **Number and Term**: The number of directors which shall constitute the whole board shall be not less than three (3) nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. **Vacancy and Replacement**: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. **Removal**: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. **First Board of Directors**: The first Board of Directors shall consist of AARON GOLDMAN, ARNOLD L. GOLDMAN and FRANK GOLDMAN,

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect assessments and establish the time within which payment of same are due;

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration;

G. To employ such personnel as may be required for the maintenance and preservation of the property;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels;

I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the

meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting;

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present;

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

ARTICLE III.

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have

such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal : All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal or subordinate officers and agents to any officer.

Section 4. The President :

A. The President shall preside at all meetings of the stockholders and directors; he shall have general and active management of the business of the corporation; shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly;

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them, and to the stockholders at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may require to be brought to their notice;

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President : The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary :

A. The Secretary shall keep the minutes of the stockholders' and of the Board of Directors' meetings in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each stockholder, which shall be furnished to the Secretary by such stockholder;

E. He shall sign with the President, or a Vice-President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors;

F. He shall have general charge of the stock transfer books of the corporation;

G. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer :

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies : If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special stockholders' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignations : Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV.

MEMBERSHIP

Section 1. Definition : Each unit owner shall be a member of the corporation, and membership in the corporation shall be limited to owners of certificates issued by the corporation in conjunction with the purchase of condominium parcels. Each certificate shall reflect the undivided share owned by each unit owner in the condominium, and the percentage of sharing common expenses and owning common surplus, as more specifically set forth in the Declaration.

Section 2. Transfer of Membership and Ownership : Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V.

MEETINGS OF MEMBERSHIP

Section 1. Place : All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting :

A. The first annual meeting of members shall be held on the 1st day of November, 1968 ;

B. Regular annual meetings subsequent to 1968 shall be held on the 1st day of November in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following;

C. All annual meetings shall be held at the hour of 2:00 o'clock P. M. ;

D. At the annual meeting, the members shall elect, by a plurality vote (cumulative voting prohibited) a Board of Directors, and transact such other business as may properly come before the meeting;

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting;

F. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings :

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of four (4) members. Such request shall state the purpose or purposes of the proposed meeting;

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each members entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting;

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one percent (51%) of the total number of members of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business : When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote : Each unit owner shall be entitled to one vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 8. Waiver and Consent : Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection

with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI.

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice of the corporation is: 1698 Jefferson Avenue, Miami Beach, Florida.

ARTICLE VII.

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the 1st day of November, in each year.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Determination of Assessments:

A. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments and to lease, maintain, repair and replace the common elements and the limited common elements of the condominium. Funds for the payment of common

expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in Paragraph XX of the Declaration of Restrictions, etc. of Oceanus Condominium. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessment.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the Secretary-Treasurer of the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him.

ARTICLE VIII

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

CERTIFICATES OF MEMBERSHIP

The first Board of Directors shall adopt a standard form of "Certificate of Membership" to be issued by the corporation to its members, and, after its adoption, such form shall not thereafter be changed, altered or amended. Transfer thereof shall not be made except in conjunction with the conveyance of a condominium parcel and to the grantee thereof, and shall be governed by the procedures set forth in the Declaration.

ARTICLE X

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof:

A. Condominium parcels shall be used only for residential purposes.

B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these By-Laws become a part.

D. No children under the age of twelve (12) years shall be permitted to live as a permanent resident in a condominium parcel, except as permitted by the uniform regulations established from time to time by the Association; provided, however, that nothing herein shall prevent owners from having children as visitors or guests.

E. Common elements shall not be obstructed, littered, defaced or misused in any manner.

F. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit.

G. No pets shall be permitted in any condominium parcel or on the condominium property, except upon approval of the Board of Directors in writing, pursuant to uniform regulations established by the Association.

ARTICLE XI

DEFAULT

In the event a unit owner does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided. If an action of foreclosure is brought against the owner of a unit for non-payment of monies due the corporation, and as a result thereof the interest of the said owner in and to the unit is sold, then at the time of such sale, the unit owner's Certificate of Membership shall be cancelled and a new Certificate of Membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

In the event of violation of the provisions of the Declaration, corporate charter or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation

or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a unit owner, the losing defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of family units to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit free from unreasonable restraint and nuisance.

ARTICLE XII.

SURRENDER

In the event of the legal termination of a Membership Certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to re-possess the owned apartment. The member, for himself and any successor in interest, by operation or law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Dade County, State of Florida, or the United States of America.

ARTICLE XIII.

JOINT OWNERSHIP

Any membership certificate may be owned by more than one owner, provided that title to such certificate shall be held in the same manner as title to the unit. In the event ownership of the certificate is in more than one person, all of the owners of such ownership certificate shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote of such certificate may not be divided between plural owners of a single membership certificate. If the owners of any such membership certificate are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but, if all of the owners of any such membership certificate shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XIVAMENDMENT

These restrictions and By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirement for such purposes shall be a majority of all the then members. In addition, it shall be necessary to secure a three-fourths (3/4ths) vote of all unit owners in order to amend the Restrictions and By-Laws.

ARTICLE XVCONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

CLERK NOTE:

FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 5, PAGE 5.
E.B. LEATHERMAN
CLERK CIRCUIT COURT

By 023 Colvin DC.

State of Florida, County of Dade.
This instrument was filed for record the 18 day of Dec
1967 at 4:03 PM and duly recorded in OFFICIAL RECORDS
Book 5754 on Page 257 File # 87R195544

E. B. LEATHERMAN
Clerk Circuit Court

By 023 Colvin D.C.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Date: December 7, 2015

Property Address: Oceanus Condominium, Inc.
1060 92 Street
Bay Harbor Islands, FL 33154



View of the property from 92 Street.



Concrete driveway needs to be painted.

Sec. 24-9. (c) 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



Columns located in front of the property need to be painted.

Sec. 24-9. (c)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.



View of the property on the east side of the property. No violations observed.

Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection



Pool needs to be re-marcited.

Sec. 23-12 - General provisions (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public.



No violation observed on the west side of the property.



December 18, 2015

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Doris Marano
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ 9601 E. BAY HARBOR DRIVE
Transfer of Development Rights
1060 - 92 Street ~ Folio #13-2227-012-0001

Dear Mrs. Siegel:

As per your request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - None

ELECTRICAL REPAIRS

1. Pool pump not properly bonded

MECHANICAL REPAIRS - None

PLUMBING REPAIRS - None

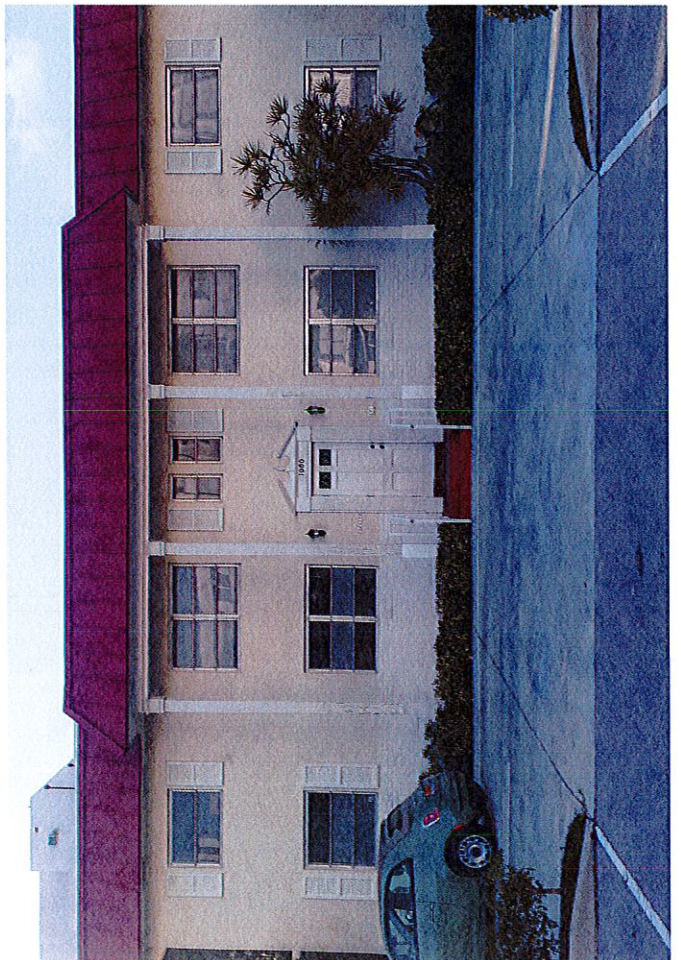
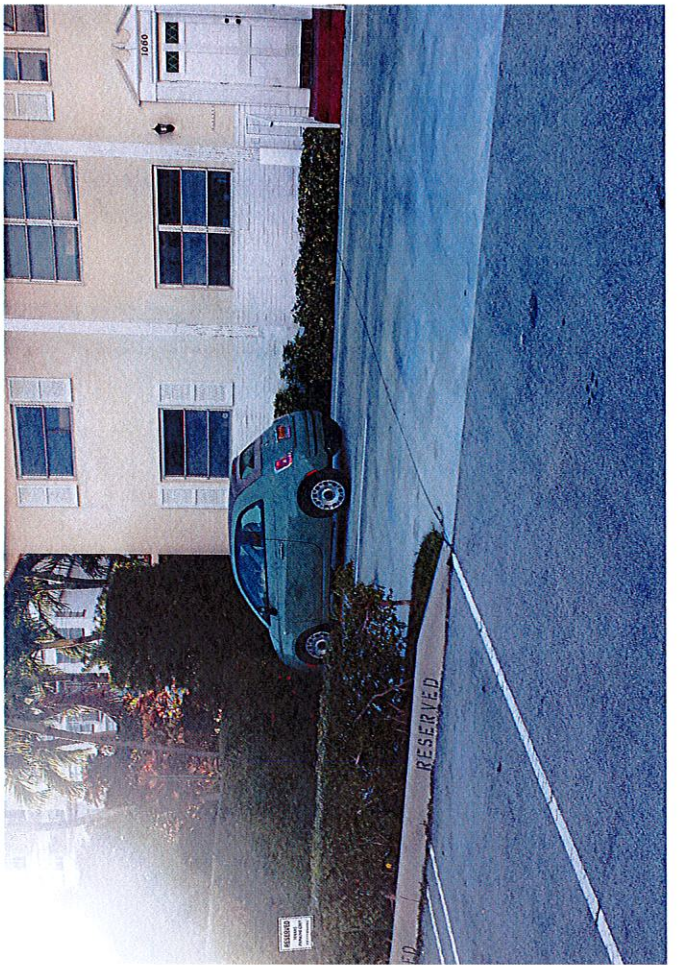
This building was built in 1967. The building has not been re-certified. This is one of the buildings that Miami-Dade County did not have in their 2007 list.

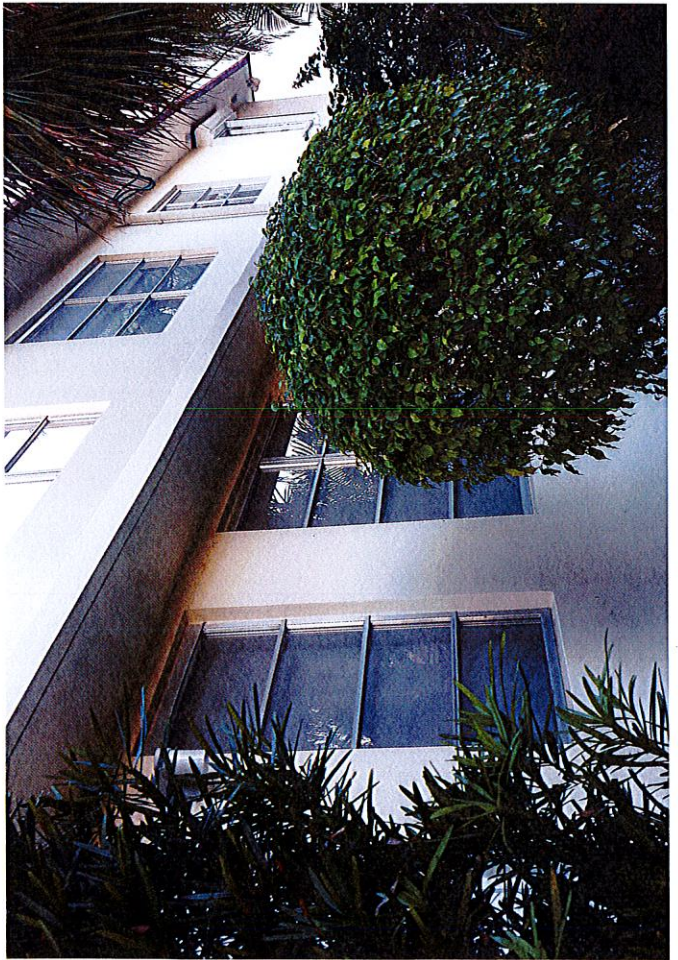
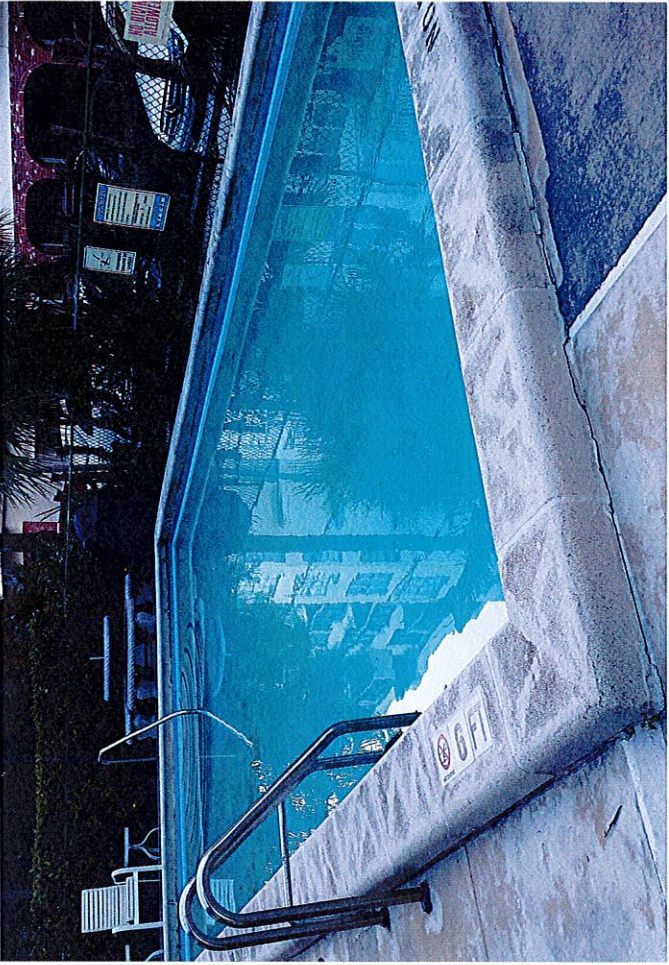
If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, CBO
Chief Building Official
DEL/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

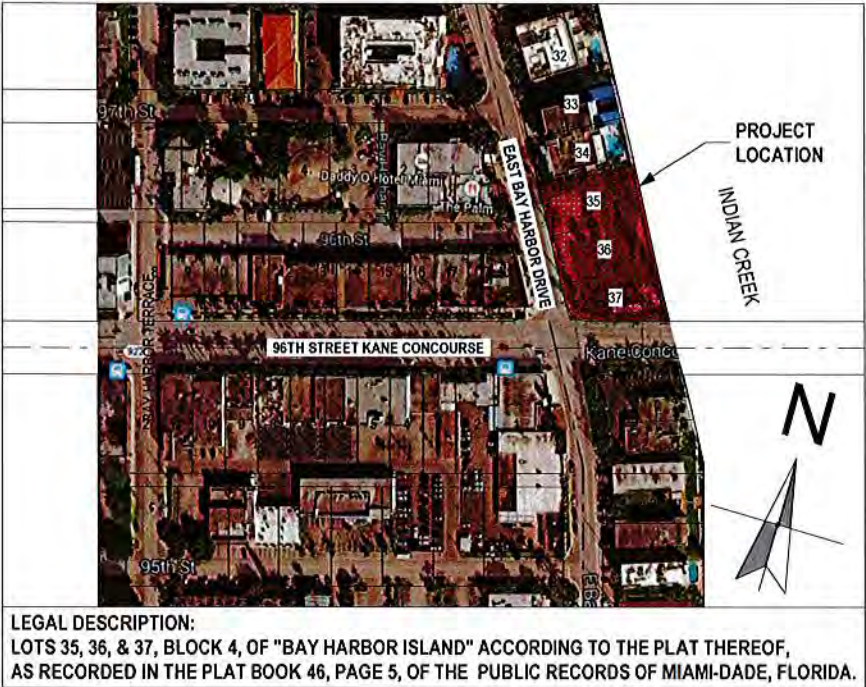






GRAND BEACH HOTEL BAY HARBOR

9601 East Bay Harbor Drive
Bay Harbor Islands, Florida 33154



DEVELOPER
MB DEVELOPMENT, LLC
9418 Collins Avenue
Surfside, FL 33154

STRUCTURAL ENGINEER
DE LOS REYES ENGINEERING, INC.
8726 N.W. 26th St., Suites 1 & 2
Miami, FL 33172
(305) 477-8814

MEP ENGINEER
RJ MIRANDA CONSULTANTS, INC
8211 S.W 11 Terrace
Miami, FL 33156
(305) 661-0800

CIVIL ENGINEER
ROSS ENGINEERING, INC.
17670 N.W. 78th Ave.,
Hialeah, FL 33015
(786) 468-8304

ARCHITECTURE
CARINO & CO.
1500 Bay Road Suite 618
Miami Beach, FL 33139
(786) 218-2188

LANDSCAPE ARCHITECT
SECTION-L
3821 El Prado Blvd,
Miami, FL 33133
(305) 400-8525

TRAFFIC ENGINEER
DAVID PLUMMER & ASSOCIATES
1750 Ponce De Leon Blvd.,
Coral Gables, FL 33134
(305) 447-0900

SEAWALL ENGINEER
OCEAN CONSULTING, INC.
340 Minorca Ave., Suite 7
Coral Gables, FL 33134
(305) 921-9344

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A-302	SECTIONS
A-311	SECTIONS
A-312	SECTIONS
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SIG-101a	LEVEL 1 - LOBBY : EXTERIOR SIGNAGE
SIG-200	PRIMARY MONUMENT SIGN & SECONDARY SIGN DETAILS
SIG-201	LEVEL 1 - LOBBY : SIGNAGE PROOFS
	RENDERING
	AERIAL RENDERING

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BM Server: BIMSERVERX - BIM Server: 100Bay Harbor Bay Harbor



1 OVERALL SITE PLAN
NOT TO SCALE

PROJECT DATA

R DATE: 10/15/2015

CONSULTANT:

CARINO & CO.
ARCHITECTS & PLANNERS
9418 COLLINS AVE.
SUITE 100
FORT LAUDERDALE, FL 33314
TEL: 954.455.1111
WWW.CARINOANDCO.COM

ARCHITECT:

JOHN K. CARINO
AR 96403

SEAL:

DEVELOPMENT
9418 COLLINS AVE.
SUITE 100
FORT LAUDERDALE, FL 33314
TEL: 954.455.1111
WWW.CARINOANDCO.COM

OVERALL SITE PLAN

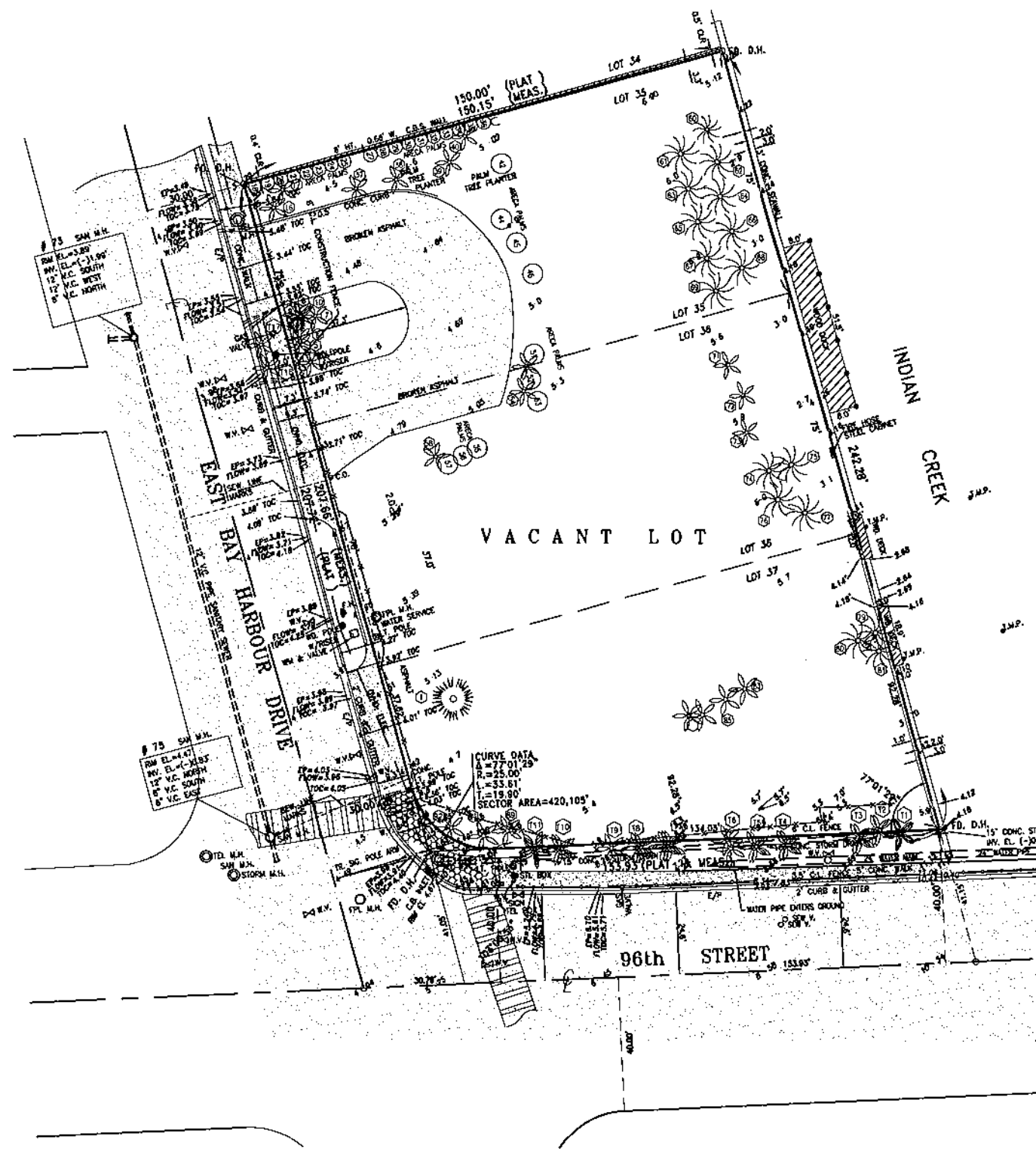
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

ALTA/ACSM LAND TITLE SURVEY BOUNDARY & TOPOGRAPHIC SURVEY



0 20' 40' 60' 80'

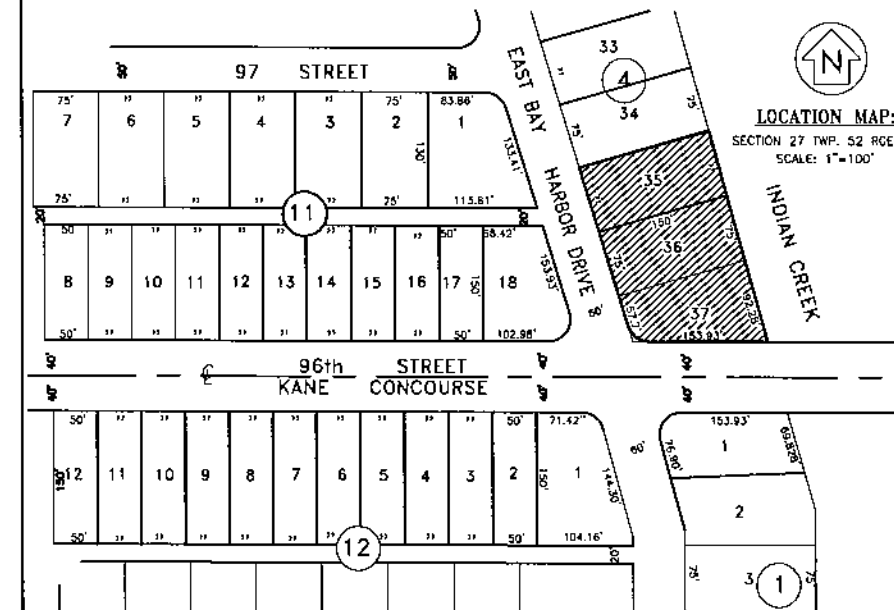
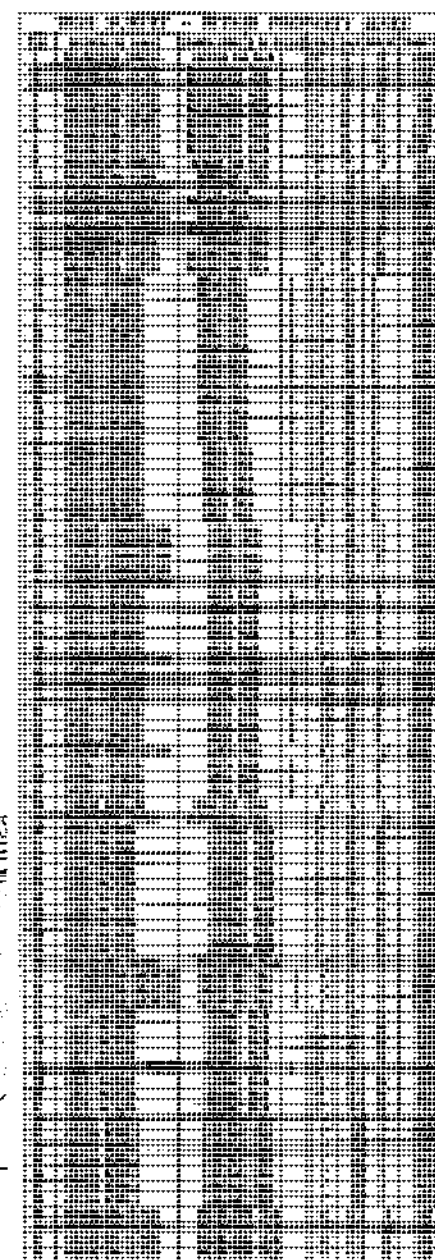
GRAPHIC SCALE:
SCALE: 1 INCH = 20 FEET



LEGEND:

- ASPH. ASPHALT
- BFP BACKFLOW PREVENTER
- BLOC. BLOCK
- C.B. CATCH BASIN
- C. CENTERLINE
- C.O. CLEAN OUT
- C.L. CHAIN LINK (FENCE)
- CL. CLEAR (WALL)
- CONC. CONCRETE
- D.H. DRILL HOLE
- DIP. DUCTILE IRON PIPE
- ELEC. ELECTRIC
- E/P. EDGE PAVEMENT
- FOUND. FOUND
- HC. HANDICAP PARKING SPACE
- INV. CL. INVERT ELEVATION
- IP. IRON PIPE
- LB. LAND SURVEYOR BUSINESS
- MEAS. MEASURE
- M.H. MANHOLE
- M&D. NAIL & DISK
- CHAD. OVERHEAD
- P/L. PROPERTY LINE
- RLS. REGISTERED LAND SURVEYOR NO.
- SAH. SANITARY
- TOC. TOE OF CURVE
- T.M.P. TIMBER MOORING PILE
- TR. S.K. TRAFFIC SIGNAL (POLE)
- V.C. VITRIFIED CLAY (PIPE)
- WM. WATER METER

INDICATES TREE REMOVED DURING DEMOLITION



CERTIFIED TO:

BAY HARBOR HOTEL, LLC
THE CHURCH BY THE SEA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE

ORDER NO. 9015: REVISED THIS 27th DAY OF JANUARY, 1988 TO SHOW FIRST FLOOR ELEVATIONS.

NATIONAL FLOOD INSURANCE PROGRAM DATA:
THIS PROPERTY LIES IN ZONE "AE",
HAVING A BASE FLOOD ELEVATION OF 9.0' FOR WEST PORTION
AND 10.0' FOR EAST PORTION OF PROPERTY.
SOURCE: "FIRM" (FLOOD INSURANCE RATE MAP)
COMMUNITY NO. 120637
PANEL NO. D144 L
MAP DATED: SEPT. 11, 2009

EXISTING FIRST FLOOR ELEVATIONS:

BUILDING 1 ELEVATION 5.86'
BUILDING 2 ELEVATION 8.75'
BUILDING 3 ELEVATION 8.80'
BUILDING 4 ELEVATION 6.88'

LEGAL DESCRIPTION:

SURVEY OF LOTS 35, 36 AND 37, OF BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: LYING AND BEING IN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.

CONTAINING 33,672.61 SQUARE FEET OR 0.7730 ACRES

SURVEYOR'S NOTES:

- ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
- SOURCE BENCHMARK IS USC & GS, BM. 9-243, LOG. No 2225, BRASS DISK IN SIDEWALK, AT THE SW CORNER OF BRIDGE OVER INDIAN CREEK ON 96th STREET. ELEVATION 11.77 FEET.

SURVEYOR'S CERTIFICATION:

WE HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION AND THAT THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, UNDER CHAPTER RULE 5-J 17 FLORIDA ADMINISTRATIVE CODE, CHAPTER 472.027 FLORIDA STATUTES. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE REGISTERED LAND SURVEYOR SHOWN HEREON.

TREE SURVEY - ON SIDEWALK						
(#)	BOTANICAL NAME	COMMON NAME	# IN QUARTER	DBH (IN)	SPREAD (FT)	CONDITION
11	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
12	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
13	VEITCHIA MERRILLI	CHRISTMAS PALM	2	7"	30'	FAIR
14	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
15	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
16	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
17	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
18	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
19	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	30'	FAIR
20	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
21	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
22	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
23	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
24	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
25	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
26	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
27	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
28	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
29	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
30	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
31	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
32	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
33	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
34	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
35	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
36	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
37	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR

A.R. TOUSSAINT & ASSOCIATES, INC.

BY: _____ PRES.
ALBERT R. TOUSSAINT
REGISTERED ENGINEER NO. 8939
REGISTERED SURVEYOR AND MAPPER NO. 907
STATE OF FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION LB-273

10	01-13-18	ORDER 14874, BOUND SURVEY	WT	
9	01-13-18	ORDER 14874, BOUND & TOPO SURVEY	WT	
8	01-13-18	ORDER 14874, BOUND & TOPO SURVEY	WT	
7	06-15-18	ORDER 14874, BOUND & TOPO SURVEY	WT	
6	02-12-18	ORDER 14874, BOUND & TOPO SURVEY	WT	
5	02-12-18	ORDER 14874, BOUND & TOPO SURVEY & CIVIL, PHASE 2	WT	
4	08-22-18	REVISION TO TOPO SURVEY	WT	
3	06-15-18	ORDER 14874, BOUND SURVEY, PHASE 1	WT	
2	05-18-18	ORDER 14874, BOUND SURVEY	WT	
1	05-18-18	REVISION TO SIGN DIMENSIONS & MOORING PILES	WT	
	11-08-18	UPDATE & ALG/ASIS SURVEY	WT	
NO.	DATE	REVISIONS	BY	CHKD

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BIM Source: Bluebeam® - Data Source: 10/10/2015 10:10:15 AM

DESIGN DATA

PROJECT NAME:
NEW NAME: GRAND BEACH HOTEL - BAY HARBOR
CONSTRUCTION TYPE: TYPE II
OCCUPANCY TYPE: HOTEL
PROPOSED USE: HOTEL
ADDRESS: 9601 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154
FLOOD ZONE: A.E. 10

LOT SIZE:
150.15' X 242.28' X 153.93' X 207.66' = 33,658 SF (IRREGULAR LOT)

GROSS LOT AREA:
33,658 SF = 0.7727 ACRES

ZONING DESIGNATION:
RM-1 (LOTS 35 & 36)
GATEWAY (LOT 37)

MAXIMUM HEIGHT:
FROM BASE FLOOD ELEVATION (B.F.E.)
ALLOWED: 75'
PROVIDED: 74'-10"

DEVELOPMENT INTENSITY - NUMBER OF GUEST ROOMS:
ALLOWED: 54
PROPOSED: 96 (TD)*

70 HOTEL ROOMS PER ACRE x .7727 ACRES
MAX. HOTEL INTENSITY (SEC. 23-11, B-1/AMENDED 11/12/2013)
TDR DWELLING UNIT CONVERSION RATE = 0.486
96 PROPOSED ROOMS - 54 ALLOWED ROOMS = 42 ROOMS
42 ROOMS x 0.486 = 20.41 / ROUNDED TO 20 TDR UNITS
*20 TDR'S REQUIRED

MINIMUM GUEST ROOM SIZE:
ALLOWED: 300 SF
PROVIDED: 368 SF

AVERAGE GUEST ROOM SIZE:
ALLOWED: 340 SF
PROVIDED: 502 SF

NUMBER OF PARKING SPACES:
ONE SPACE FOR EACH OF THE FIRST 20 GUEST ROOMS
ONE ADDED SPACE FOR EACH TWO GUEST ROOMS, OR
FRACTION THEREOF, IN EXCESS OF 20.
* ADDITIONAL 11 SPACES TO BE APPLIED FOR THROUGH TOWN PARKING TRUST.
ALL 21 SPACES PREVIOUSLY APPROVED IN TOWN PARKING TRUST WILL REMAIN.

ZONING DATA
LAND USE DESIGNATION: MEDIUM - HIGH (M-H) DENSITY
EXISTING PUD / GATEWAY (LOT 35) & RM-1 (LOTS 36 & 37)
TOTAL SITE AREA: 33,658 SF = 0.772681 ACRES

BASE FLOOD ELEVATION (B.F.E.) = +10'-0" N.G.V.D.
PROPOSED FINISHED FLOOR ELEVATION = +10'-0" N.G.V.D.

AVERAGE ELEVATION @ CROWN OF ROAD (EAST BAY HARBOR DRIVE) = +4.95' N.G.V.D.
AVERAGE ELEVATION @ CROWN OF ROAD (96TH STREET / KANE CONCOURSE) = +4.5' N.G.V.D.

BUILDING SETBACKS
NOTE: LOTS 35 & 36 IN RM-1 DISTRICT ZONING; LOT 37 IN GATEWAY (G) DISTRICT ZONING.
REFER TO SHEET A-200 FOR GRAPHIC REPRESENTATION OF SETBACKS

SIDE / DISTRICT / DIRECTION / ADJUTMENT	TYPE	ALLOWED	PROVIDED
FRONT / RM-1 & GATEWAY / WEST / E. BAY HARBOR DR.	SETBACK (RM-1) SETBACK (GATEWAY) STEP BACK (GATEWAY)	30'-0" (WITH NO STEP BACK) 20'-0" 2:1 SLOPE AFTER 25' TO 30' MAX. STEP BACK	COMPLIANT COMPLIANT COMPLIANT
	UNDERGROUND PARKING	15' FROM 96TH ST. R.O.W	COMPLIANT
SIDE / GATEWAY / SOUTH / 96TH STREET (KANE CONCOURSE)	SETBACK STEP BACK POOL DECK POOL UNDERGROUND PARKING	25'-0" W/ NO STEP BACK 2:1 SLOPE AFTER 25' 5' FROM PROPERTY LINE 5' FROM PROPERTY LINE 15' FROM 96TH ST. R.O.W	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT
SIDE / RM-1 / NORTH / PROPERTY LINE	SETBACK STEP BACK UNDERGROUND PARKING	10% OF LOT WIDTH (207'-8 5/8") = 20'-9 17/64" 3:1 SLOPE AFTER 25' 5' FROM PROP. LINE	COMPLIANT COMPLIANT COMPLIANT
BACK / RM-1 & GATEWAY / EAST / WATERFRONT (INDIAN CREEK)	SETBACK POOL POOL DECK UNDERGROUND PARKING WATERWAY (DOCK)	20'-0" 5' FROM SEAWALL EDGE 5' FROM PROPERTY LINE 20' FROM PROPERTY LINE 23' FROM PROPERTY LINE	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT

SITE AREAS	AREA (SF)	% REQUIRED	% OF GROSS LOT PROVIDED
AREA CALCULATION	33,658 SF		
TOTAL GROSS LOT AREA:			
LANDSCAPED "GREEN" OPEN SPACE AT GROUND LEVEL	7,115 SF	20% MIN.	21.14%
per Sec. 23-11, (B-1), (10), Landscape Requirements of Bay Harbor Islands, Florida, Code of Ordinances			
OPEN SPACE:	14,439 SF	40% MIN.	42.90%
per Table A, Chapter 18, Section 18A-6C5 of the Miami-Dade County Landscape Code			
FIRST FLOOR AREA GROSS:	12,104 SF		35.96%
per Sec. 23-1, Definitions, of Bay Harbor Islands, Florida, Code of Ordinances			

BUILDING AREA CALCULATIONS

INTERIOR FLOOR AREAS - GROSS

STORY	SIZE (GROSS)
PARKING LEVEL:	17,399 SF
LEVEL 1:	12,104 SF
LEVEL 2:	13,056 SF
LEVEL 3:	13,056 SF
LEVEL 4:	12,843 SF
LEVEL 5:	10,870 SF
LEVEL 6:	10,870 SF
LEVEL 7:	8,896 SF
ROOF:	2,565 SF
TOTAL GROSS BUILDING AREA	101,661 SF

LOBBY (GROUND) LEVEL COMMON AREAS

AREAS	SIZE (GROSS)
INTERIOR	
HOTEL LOBBY & CORRIDORS:	3,755 SF
PUBLIC RESTROOMS:	395 SF
GYM:	506 SF
TOTAL INTERIOR PUBLIC AREA:	5,056 SF

EXTERIOR (EAST & SOUTH SIDES)	SIZE (GROSS)
POOL / SPA WATER AREA:	889 SF
POOL DECK SEATING AREA:	2,689 SF
POOL DECK CIRCULATION / WALKWAYS:	2,931 SF
DOCK:	2,452 SF
TOTAL EXTERIOR PUBLIC AREA:	8,961 SF

LIST OF BUILDING USES & AREAS

FLOOR AREAS BY CATEGORY - NET

CATEGORY (INTERIOR)	SIZE (NET)
HORIZONTAL CIRCULATION:	11,570 SF
VERTICAL CIRCULATION:	5,745 SF
GUEST UNITS:	46,450 SF
KITCHEN:	492 SF
MECHANICAL:	3,924 SF
OFFICE:	838 SF
PARKING:	13,657 SF
PUBLIC AREAS:	3,040 SF
PUBLIC RESTROOMS:	391 SF
MERCHANTILE / SERVICE:	524 SF
STORAGE:	4,279 SF
TOTAL INSIDE NET BUILDING AREA	90,910 SF

EXTERIOR	SIZE (NET)
UNIT BALCONIES & TERRACES:	16,808 SF
SOUTH PARKING RAMP:	541 SF
TOTAL OUTSIDE NET BUILDING AREA	17,349 SF

TOTAL NET FLOOR AREA (INTERIOR & EXTERIOR) 108,259 SF

SEE SCHEDULE ON A-001 FOR DETAILED AREA BREAKDOWN BY CATEGORY.

GUEST ROOM UNIT DATA

UNIT TYPE	TYPE	SIZE (SF)	QUANTITY
STANDARD ROOMS	A	463	33
	A1	463	17
	A2	448	2
	A3	745	3
	B	463	1
	C	459	10
	D	501	1
	E	746	5
	F	506	1
	G	353	2
	H	504	1
	J	1,402	1
	TOTAL STANDARD ROOMS		81
ACCESSIBLE ROOMS *	A-SCF	463	3
	A1-SCF	463	1
	C1-SCF	459	2
	D-MBT	501	2
	E-SCF	746	1
	F-MCF	506	1
	F-MRS	506	1
	H-MBT	504	2
	H-MRS	381	1
	L-SCF	760	1
	TOTAL ACCESSIBLE ROOMS		15

ADA CODE	DESCRIPTION
MBT	MOBILITY UNIT WITH BATH TUB
MRS	MOBILITY UNIT W/ ROLL-IN SHOWER
MCF	MOBILITY UNIT W/ COMMUNICATIONS FEATURES
SCF	STANDARD UNIT W/ COMMUNICATIONS FEATURES

NUMBER OF UNITS PER LEVEL (AS CONFIGURED):	TYPE	QUANTITY
LEVEL 1	STANDARD ROOMS	3
	ACCESSIBLE ROOMS	0
	LEVEL 1 TOTAL	3
LEVEL 2	STANDARD ROOMS	15
	ACCESSIBLE ROOMS	4
	LEVEL 2 TOTAL	19
LEVEL 3	STANDARD ROOMS	16
	ACCESSIBLE ROOMS	3
	LEVEL 3 TOTAL	19
LEVEL 4	STANDARD ROOMS	17
	ACCESSIBLE ROOMS	2
	LEVEL 4 TOTAL	19
LEVEL 5	STANDARD ROOMS	10
	ACCESSIBLE ROOMS	4
	LEVEL 5 TOTAL	14
LEVEL 6	STANDARD ROOMS	13
	ACCESSIBLE ROOMS	1
	LEVEL 6 TOTAL	14
LEVEL 7	STANDARD ROOMS	7
	ACCESSIBLE ROOMS	1
	LEVEL 7 TOTAL	8
TOTAL UNITS:	STANDARD ROOMS	81
	ACCESSIBLE ROOMS	15
	HOTEL GUEST ROOM TOTAL	96

ACCESSIBLE ROOMS CALCULATIONS AND ASSIGNMENTS

MINIMUM ROOM NUMBER REQUIREMENTS BELOW ARE PER FBC 2010 ACCESSIBILITY CODE TABLES 224.2 AND 224.4.
NUMBER OF GUEST ROOMS IN HOTEL: 96 = AS CONFIGURED

LEGEND	ROOM TYPE	REQUIRED	PROVIDED	ROOM NUMBERS
MRS	MOBILITY ROOMS WITH ROLL-IN SHOWERS	1	2*	224, 502
MBT	MOBILITY ROOMS WITHOUT ROLL-IN SHOWERS (BATH TUBS)	4	5*	304, 404, 424**, 522, 602
MCF	MOBILITY ROOMS WITH COMMUNICATION FEATURES	1***	1	424**
SCF	STANDARD ROOMS WITH COMMUNICATION FEATURES	9***	9	209, 211, 212, 309, 318, 424**, 501, 521, 717
	TOTALS	13	15	

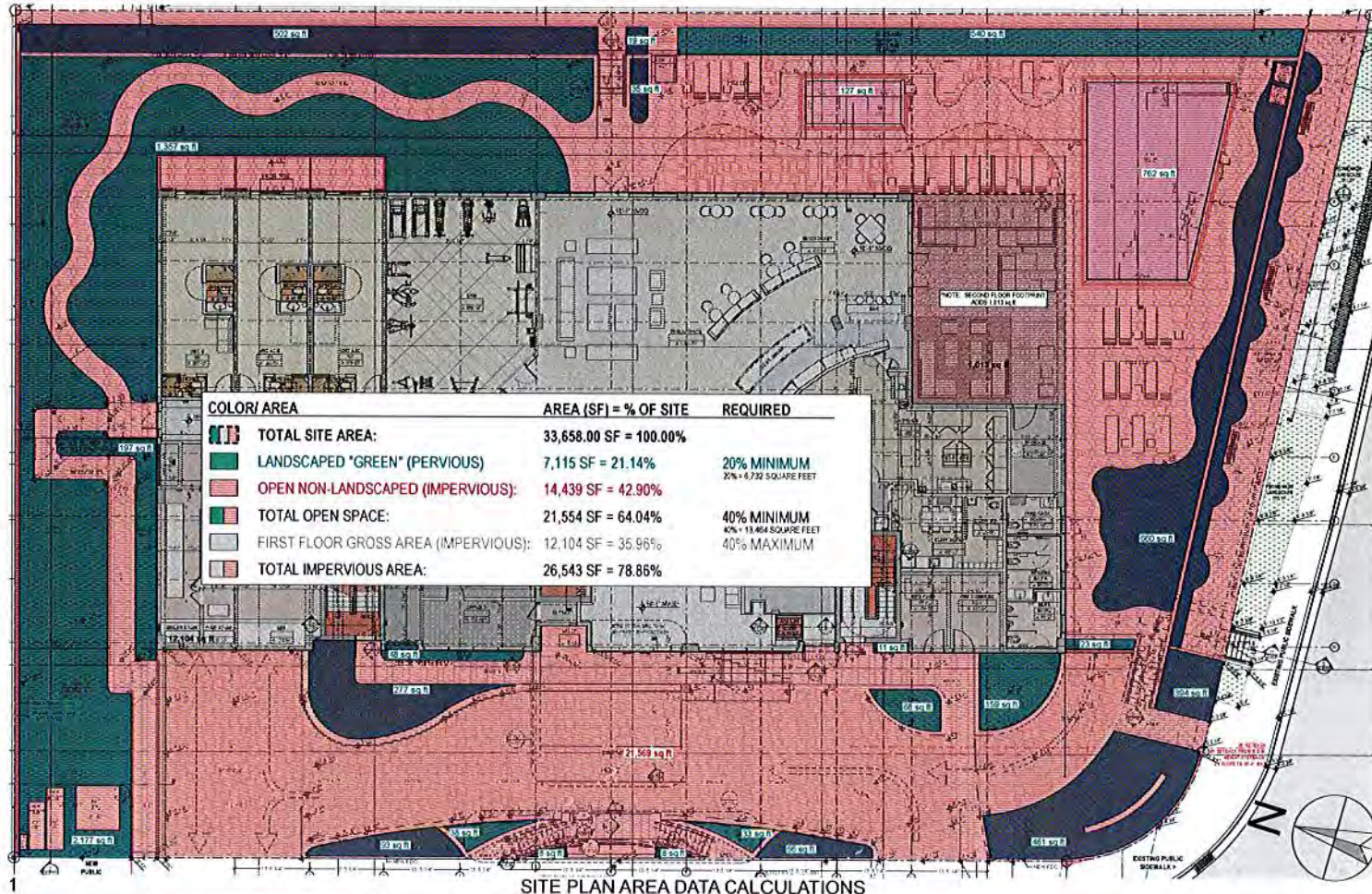
* MORE MOBILITY ROOMS ARE PROVIDED THAN ARE REQUIRED USING AS GUEST ROOM COUNT AS CONFIGURED.
** THIS ROOM MUST BE ONE OF THE MRS OR MBT MOBILITY ROOMS.
*** 9 SCF ROOMS ARE REQUIRED, BUT 1 MUST BE OF TYPE MCF.

TABLE 224.2 GUEST ROOMS WITH MOBILITY FEATURES

	Minimum Number of Required Rooms Without Roll-in Showers	Minimum Number of Required Rooms With Roll-in Showers	Total Number of Required Rooms	Florida 5%
1 to 25	1	0	1	
26 to 50	2	0	2	
51 to 75	3	1	4	
76 to 100	4	1	5	
101 to 150	5	2	7	
151 to 200	6	2	8	
201 to 300	7	3	10	
301 to 400	8	4	12	
401 to 500	9	4	13	
501 to 1000	2 percent of total	1 percent of total	3 percent of total	See Section 224.2
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000	10, plus 1 for each 100, or fraction thereof, over 1000	30, plus 2 for each 100, or fraction thereof, over 1000	

TABLE 224.4 GUEST ROOMS WITH COMMUNICATION FEATURES

Total Number of Guest Rooms Provided	Minimum Number of Required Guest Rooms With Communication Features
2 to 25	2
26 to 50	4
51 to 75	7
76 to 100	9
101 to 150	12
151 to 200	14
201 to 300	17
301 to 400	20
401 to 500	22
501 to 1000	5 percent of total
1001 and over	50, plus 3 for each 100 over 1000



GRAND BEACH HOTEL BAY HARBOR

9601 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

DEVELOPER

M.B. DEVELOPMENT, L.L.C.
9418 COLLINS AVENUE
SURFSIDE, FL 33154

ARCHITECT

CARINO & COMPANY, INC.
1500 BAY ROAD, #618
MIAMI BEACH, FL 33139

MEP ENGINEER

UCI ENGINEERING
4247 S.W. 71ST AVENUE,
MIAMI, FL 33155

TRAFFIC ENGINEER

DAVID PLUMMER & ASSOCIATES
1750 PONCE DE LEON BLVD.,
CORAL GABLES, FL 33134

CIVIL ENGINEER

ROSS ENGINEERING, INC.
17670 N.W. 78TH AVENUE,
HIALEAH, FL 33015

LANDSCAPE ARCHITECT

SECTION-L
3821 EL PRADO BOULEVARD,
MIAMI, FL 33133

STRUCTURAL ENGINEER

DE LOS REYES ENGINEERING, INC.
8726 N.W. 26TH ST., SUITES 1 & 2
MIAMI, FL 33172

SEAWALL ENGINEER

OCEAN CONSULTING, INC.
340 MINORCA AVENUE, SUITE 7
CORAL GABLES, FL 33134



LEGAL DESCRIPTION:
LOTS 35, 36, & 37, BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN THE PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA.

2 PROJECT LOCATION MAP 1" = 200'

PROJECT AMENITIES & NOTES

AMENITY	NOTES
DRIVEWAY (U-SHAPED)	SOUTH ENTRANCE IS ENTRY ONLY (NO EXIT).
INDOOR PARKING FACILITY	47 SPACES TOTAL
VALET PARKING	ALL PARKING IS BY VALET ONLY.
CONCIERGE	
CHECK-IN DESK	
POOL & SPA	SPA HOURS ARE FROM DAWN TO DUSK.
OUTDOOR MUSIC SYSTEM	HOURS ARE FROM DAWN TO DUSK.
BOAT DOCK	12 SLIPS FOR REGISTERED GUESTS OF HOTEL
GYM	FOR REGISTERED GUESTS OF HOTEL
RESTAURANT	FOR REGISTERED GUESTS OF HOTEL
BAR	FOR REGISTERED GUESTS OF HOTEL
GUESTROOMS	96 TOTAL GUESTROOMS

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PROJECT DATA

No. REVISION DATE

R-6 PLO COMMENTS 10/15/2015

A-000

PROJECT DATA

R. DATE 10/22/2015

BUILDING AREAS BY CATAGORY				
CATEGORY	STORY	ZONE NAME	#	AREA (SF)
Circulation-Horz.				
	PARKING LEVEL	PARKING RAMP-SOUTH		540.71
	LOBBY LEVEL	B.O.H. CORR		199.29
	LOBBY LEVEL	CORRIDOR		811.13
	LOBBY LEVEL	ELEVATOR LOBBY		905.38
	LEVEL 2 - UNITS	CORRIDOR		1,743.34
	LEVEL 3 - UNITS	CORRIDOR		1,743.06
	LEVEL 4 - UNITS	CORRIDOR		1,743.52
	LEVEL 5 - UNITS	CORRIDOR		1,540.10
	LEVEL 6 - UNITS	CORRIDOR		1,546.10
	LEVEL 7 - UNITS	CORRIDOR		1,330.18
				12,102.81 sq ft
Circulation-Vert.				
	PARKING LEVEL	ELEVATORS	ELVR1	214.69
	PARKING LEVEL	SERV. ELEV.	ELVR2	73.11
	PARKING LEVEL	STAIR 1	STR1	179.69
	PARKING LEVEL	STAIR 2	STR2	179.69
	LOBBY LEVEL	ELEVATORS	ELVR1	210.00
	LOBBY LEVEL	SERV. ELEV.	ELVR2	73.11
	LOBBY LEVEL	ADA LIFT	ELVR3	22.95
	LOBBY LEVEL	STAIR 1	STR1	179.69
	LOBBY LEVEL	STAIR 2	STR2	180.57
	LEVEL 2 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 2 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 2 - UNITS	STAIR 1	STR1	179.69
	LEVEL 2 - UNITS	STAIR 2	STR2	179.69
	LEVEL 3 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 3 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 3 - UNITS	STAIR 1	STR1	179.69
	LEVEL 3 - UNITS	STAIR 2	STR2	179.69
	LEVEL 4 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 4 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 4 - UNITS	STAIR 1	STR1	179.69
	LEVEL 4 - UNITS	STAIR 2	STR2	179.69
	LEVEL 5 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 5 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 5 - UNITS	STAIR 1	STR1	179.69
	LEVEL 5 - UNITS	STAIR 2	STR2	179.69
	LEVEL 6 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 6 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 6 - UNITS	STAIR 1	STR1	179.69
	LEVEL 6 - UNITS	STAIR 2	STR2	179.69
	LEVEL 7 - UNITS	ELEVATORS	ELVR1	210.00
	LEVEL 7 - UNITS	SERV. ELEV.	ELVR2	73.11
	LEVEL 7 - UNITS	STAIR 1	STR1	179.69
	LEVEL 7 - UNITS	STAIR 2	STR2	179.69
	ROOF	ELEVATORS	ELVR1	210.00
	ROOF	SERV. ELEV.	ELVR2	73.11
	ROOF	STAIR 1	STR1	147.10
	ROOF	STAIR 2	STR2	146.33
				5,744.98 sq ft
Guest Balconies				
	LOBBY LEVEL	GUEST PATIO		257.02
	LEVEL 2 - UNITS	BALCONY	B2-1	1,275.22
	LEVEL 2 - UNITS	BALCONY	B2-2	349.77
	LEVEL 2 - UNITS	BALCONY	B2-3	172.00
	LEVEL 2 - UNITS	BALCONY	B2-4	172.00
	LEVEL 2 - UNITS	BALCONY	B2-5	349.77
	LEVEL 3 - UNITS	BALCONY	B3-1	1,295.31
	LEVEL 3 - UNITS	BALCONY	B3-2	349.77
	LEVEL 3 - UNITS	BALCONY	B3-3	171.82
	LEVEL 3 - UNITS	BALCONY	B3-4	171.82
	LEVEL 3 - UNITS	BALCONY	B3-5	347.50
	LEVEL 4 - UNITS	BALCONY	B4-1	1,291.02
	LEVEL 4 - UNITS	BALCONY	B4-2	331.26
	LEVEL 4 - UNITS	BALCONY	B4-3	171.82
	LEVEL 4 - UNITS	BALCONY	B4-4	171.82
	LEVEL 4 - UNITS	BALCONY	B4-5	331.26
	LEVEL 5 - UNITS	BALCONY	B5-1	905.62
	LEVEL 5 - UNITS	BALCONY	B5-2	85.07
	LEVEL 5 - UNITS	BALCONY	B5-3	171.82
	LEVEL 5 - UNITS	BALCONY	B5-4	171.82
	LEVEL 5 - UNITS	BALCONY	B5-5	85.07
	LEVEL 6 - UNITS	BALCONY	B6-1	1,267.68
	LEVEL 6 - UNITS	BALCONY	B6-2	335.34
	LEVEL 6 - UNITS	BALCONY	B6-3	171.82
	LEVEL 6 - UNITS	BALCONY	B6-4	171.82
	LEVEL 6 - UNITS	BALCONY	B6-5	333.07
	LEVEL 7 - UNITS	BALCONY	B7-1	505.66
	LEVEL 7 - UNITS	BALCONY	B7-2	704.23
	LEVEL 7 - UNITS	BALCONY	B7-3	171.82
	LEVEL 7 - UNITS	BALCONY	B7-4	171.82
	LEVEL 7 - UNITS	BALCONY	B7-5	188.29
				12,650.13 sq ft
Guest Terrace				
	LEVEL 4 - UNITS	TERRACE	T4-2	40.99
	LEVEL 4 - UNITS	TERRACE	T4-5	40.99
	LEVEL 5 - UNITS	TERRACE	T5-1	374.18
	LEVEL 5 - UNITS	TERRACE	T5-2	374.22
	LEVEL 5 - UNITS	TERRACE	T5-3	372.93
	LEVEL 5 - UNITS	TERRACE	T5-4	376.89
	LEVEL 7 - UNITS	TERRACE	B7T-2	1,117.53
	LEVEL 7 - UNITS	TERRACE	B7T-5	231.27

BUILDING AREAS BY CATEGORY				
CATEGORY	STORY	ZONE NAME	#	AREA (SF)
RESIDENTIAL	LEVEL 2 - UNITS	BATH SM-L CF	212	28.13
	LEVEL 2 - UNITS	BATH LG-E CF	212	49.62
	LEVEL 2 - UNITS	BATH SM-L CF	212	28.13
	LEVEL 2 - UNITS	BATH SM-R	215	28.13
	LEVEL 2 - UNITS	BATH LG-R	215	41.02
	LEVEL 2 - UNITS	BATH SM-L	217	28.13
	LEVEL 2 - UNITS	BATH LG-L	217	41.02
	LEVEL 2 - UNITS	BATH SM-R	218	28.13
	LEVEL 2 - UNITS	BATH LG-R	218	41.02
	LEVEL 2 - UNITS	BATH SM-R	219	28.13
	LEVEL 2 - UNITS	BATH LG-R	219	41.02
	LEVEL 2 - UNITS	BATH LG-L	220	41.02
	LEVEL 2 - UNITS	BATH SM-L	220	28.13
	LEVEL 2 - UNITS	BATH SM-L	221	28.13
	LEVEL 2 - UNITS	BATH LG-L	221	41.02
	LEVEL 2 - UNITS	BATH LG-R	223	41.02
	LEVEL 2 - UNITS	BATH SM-R	223	28.13
	LEVEL 2 - UNITS	BATH ADA/AS-L	224	70.81
	LEVEL 2 - UNITS	BATH SM-L	224	28.13
	LEVEL 2 - UNITS	BATH SM-L	225	28.13
	LEVEL 2 - UNITS	BATH LG-R	225	41.02
	LEVEL 2 - UNITS	BATH LG-L	226	41.02
	LEVEL 2 - UNITS	BATH SM-R	226	28.13
	LEVEL 3 - UNITS	BATH LG-L	301	41.02
	LEVEL 3 - UNITS	BATH SM-R	301	28.13
	LEVEL 3 - UNITS	BATH SM-L	302	32.83
	LEVEL 3 - UNITS	BATH LG-R	302	41.02
	LEVEL 3 - UNITS	BATH SM-L	303	28.13
	LEVEL 3 - UNITS	BATH LG-L	303	41.02
	LEVEL 3 - UNITS	BATH ADAT-R	304	68.74
	LEVEL 3 - UNITS	BATH SM-R	304	28.13
	LEVEL 3 - UNITS	BATH LG-R	305	41.02
	LEVEL 3 - UNITS	BATH SM-R	305	28.13
	LEVEL 3 - UNITS	BATH SM-L	307	28.13
	LEVEL 3 - UNITS	BATH LG-L	307	41.02
	LEVEL 3 - UNITS	BATH SM-R CF	309	28.13
	LEVEL 3 - UNITS	BATH LG-R CF	309	41.02
	LEVEL 3 - UNITS	BATH SM-L	311	28.13
	LEVEL 3 - UNITS	BATH LG-L	311	41.02
	LEVEL 3 - UNITS	BATH LG-E	312	49.62
	LEVEL 3 - UNITS	BATH SM-L	312	28.13
	LEVEL 3 - UNITS	BATH SM-L	312	28.13
	LEVEL 3 - UNITS	BATH SM-R	315	28.13
	LEVEL 3 - UNITS	BATH LG-R	315	41.02
	LEVEL 3 - UNITS	BATH SM-L	317	28.13
	LEVEL 3 - UNITS	BATH LG-L	317	41.02
	LEVEL 3 - UNITS	BATH LG-R CF	318	41.02
	LEVEL 3 - UNITS	BATH SM-R CF	318	28.13
	LEVEL 3 - UNITS	BATH SM-R	319	28.13
	LEVEL 3 - UNITS	BATH LG-R	319	41.02
	LEVEL 3 - UNITS	BATH LG-L	320	41.02
	LEVEL 3 - UNITS	BATH SM-L	320	28.13
	LEVEL 3 - UNITS	BATH SM-L	321	28.13
	LEVEL 3 - UNITS	BATH LG-L	321	41.02
	LEVEL 3 - UNITS	BATH SM-R	323	28.13
	LEVEL 3 - UNITS	BATH LG-R	323	41.02
	LEVEL 3 - UNITS	BATH LG-L6	324	41.45
LEVEL 3 - UNITS	BATH SM-L	324	28.13	
LEVEL 3 - UNITS	BATH SM-L	325	28.13	
LEVEL 3 - UNITS	BATH LG-R	325	41.02	
LEVEL 3 - UNITS	BATH SM-R	326	28.13	
LEVEL 3 - UNITS	BATH LG-L	326	41.02	
LEVEL 4 - UNITS	BATH SM-R	301	32.82	
LEVEL 4 - UNITS	BATH LG-L	401	41.02	
LEVEL 4 - UNITS	BATH LG-R	402	41.02	
LEVEL 4 - UNITS	BATH SM-L	403	28.13	
LEVEL 4 - UNITS	BATH LG-L	403	41.02	
LEVEL 4 - UNITS	BATH ADAT-R	404	68.74	
LEVEL 4 - UNITS	BATH SM-R	404	28.13	
LEVEL 4 - UNITS	BATH LG-R	405	41.02	
LEVEL 4 - UNITS	BATH SM-R	405	28.13	
LEVEL 4 - UNITS	BATH LG-L	407	41.02	
LEVEL 4 - UNITS	BATH SM-L	407	28.13	
LEVEL 4 - UNITS	BATH LG-R	409	41.02	
LEVEL 4 - UNITS	BATH SM-R	409	28.13	
LEVEL 4 - UNITS	BATH LG-L	411	41.02	
LEVEL 4 - UNITS	BATH SM-L	411	28.13	
LEVEL 4 - UNITS	BATH SM-L	412	28.13	
LEVEL 4 - UNITS	BATH LG-E	412	49.62	
LEVEL 4 - UNITS	BATH SM-L	412	28.13	
LEVEL 4 - UNITS	BATH SM-R	415	28.13	
LEVEL 4 - UNITS	BATH LG-R	415	41.02	
LEVEL 4 - UNITS	BATH LG-L	417	41.02	
LEVEL 4 - UNITS	BATH SM-L	417	28.13	
LEVEL 4 - UNITS	BATH SM-R	418	28.13	
LEVEL 4 - UNITS	BATH LG-R	418	41.02	
LEVEL 4 - UNITS	BATH SM-R	419	28.13	
LEVEL 4 - UNITS	BATH LG-R	419	43.06	
LEVEL 4 - UNITS	BATH SM-L	420	28.13	
LEVEL 4 - UNITS	BATH LG-L	420	41.02	
LEVEL 4 - UNITS	BATH LG-L	421	41.28	
LEVEL 4 - UNITS	BATH SM-L	421	28.13	
LEVEL 4 - UNITS	BATH LG-R	423	41.02	
LEVEL 4 - UNITS	BATH SM-R	423	28.13	
LEVEL 4 - UNITS	BATH ADA-T-L CF	424	68.74	
LEVEL 4 - UNITS	BATH SM-L CF	424	28.13	
LEVEL 4 - UNITS	BATH SM-L	425	28.13	
LEVEL 4 - UNITS	BATH LG-R	425	41.02	
LEVEL 4 - UNITS	BATH LG-L	426	41.02	
LEVEL 5 - UNITS	BATH SM-L CF	501	28.13	
LEVEL 5 - UNITS	BATH LG-L CF	501	41.02	
LEVEL 5 - UNITS	BATH ADA/AS-R	502	70.81	
LEVEL 5 - UNITS	BATH SM-R	502	28.13	
LEVEL 5 - UNITS	BATH SM-R	503	28.13	
LEVEL 5 - UNITS	BATH LG-R	503	41.02	
LEVEL 5 - UNITS	BATH SM-L	505	28.13	
LEVEL 5 - UNITS	BATH LG-L	505	41.02	
LEVEL 5 - UNITS	BATH LG-R	507	41.02	
LEVEL 5 - UNITS	BATH SM-R	507	28.13	
LEVEL 5 - UNITS	BATH SM-L	509	28.13	
LEVEL 5 - UNITS	BATH LG-L	509	41.02	
LEVEL 5 - UNITS	BATH SM-L	510	28.13	
LEVEL 5 - UNITS	BATH SM-L	510	28.13	
LEVEL 5 - UNITS	BATH SM-R	511	28.13	
LEVEL 5 - UNITS	BATH LG-R	511	41.02	
LEVEL 5 - UNITS	BATH LG-E	512	49.62	
LEVEL 5 - UNITS	BATH SM-L	515	28.13	

BUILDING AREAS BY CATAGORY				
CATAGORY	STORY	ZONE NAME	#	AREA (SF)
	LEVEL 5 - UNITS	BATH LG-L	515	41.02
	LEVEL 5 - UNITS	BATH LG-R	516	41.02
	LEVEL 5 - UNITS	BATH SM-R	516	28.13
	LEVEL 5 - UNITS	BATH LG-R	517	41.02
	LEVEL 5 - UNITS	BATH LG-L	517	41.02
	LEVEL 5 - UNITS	BATH SM-R	517	28.13
	LEVEL 5 - UNITS	BATH SM-L	517	28.13
	LEVEL 5 - UNITS	BATH SM-L	518	28.13
	LEVEL 5 - UNITS	BATH LG-L	518	41.02
	LEVEL 5 - UNITS	BATH LG-R CF	521	41.03
	LEVEL 5 - UNITS	BATH SM-L	521	28.13
	LEVEL 5 - UNITS	BATH ADA/T-L	522	68.74
	LEVEL 5 - UNITS	BATH SM-L	522	28.13
	LEVEL 6 - UNITS	BATH LG-L	601	41.02
	LEVEL 6 - UNITS	BATH SM-L	601	28.13
	LEVEL 6 - UNITS	BATH SM-R	602	28.13
	LEVEL 6 - UNITS	BATH ADA-T-R	602	68.74
	LEVEL 6 - UNITS	BATH SM-R	605	28.13
	LEVEL 6 - UNITS	BATH SM-L	605	28.13
	LEVEL 6 - UNITS	BATH LG-L	605	41.02
	LEVEL 6 - UNITS	BATH LG-R	605	41.02
	LEVEL 6 - UNITS	BATH SM-R	607	28.13
	LEVEL 6 - UNITS	BATH LG-R	607	41.02
	LEVEL 6 - UNITS	BATH SM-L	609	28.13
	LEVEL 6 - UNITS	BATH LG-L	609	41.02
	LEVEL 6 - UNITS	BATH SM-L	610	28.13
	LEVEL 6 - UNITS	BATH SM-L	610	28.13
	LEVEL 6 - UNITS	BATH LG-R	611	43.06
	LEVEL 6 - UNITS	BATH SM-R	611	28.13
	LEVEL 6 - UNITS	BATH LG-E	612	50.20
	LEVEL 6 - UNITS	BATH SM-L	615	28.13
	LEVEL 6 - UNITS	BATH LG-L	615	41.02
	LEVEL 6 - UNITS	BATH SM-R	616	28.13
	LEVEL 6 - UNITS	BATH LG-R	616	41.02
	LEVEL 6 - UNITS	BATH LG-R	617	41.02
	LEVEL 6 - UNITS	BATH SM-R	617	28.13
	LEVEL 6 - UNITS	BATH SM-L	618	28.13
	LEVEL 6 - UNITS	BATH LG-L	618	41.02
	LEVEL 6 - UNITS	BATH LG-L	619	41.02
	LEVEL 6 - UNITS	BATH SM-L	619	28.13
	LEVEL 6 - UNITS	BATH SM-R	621	28.13
	LEVEL 6 - UNITS	BATH LG-R	621	41.02
	LEVEL 6 - UNITS	BATH LG-L6	622	41.02
	LEVEL 6 - UNITS	BATH SM-L	622	28.32
	LEVEL 7 - UNITS	BATH SM-L	701	28.13
	LEVEL 7 - UNITS	BATH LG-L	701	41.02
	LEVEL 7 - UNITS	BATH SM-R	701	28.13
	LEVEL 7 - UNITS	BATH LG-E	702	49.62
	LEVEL 7 - UNITS	BATH SM-L	702	28.79
	LEVEL 7 - UNITS	BATH SM-L	702	29.24
	LEVEL 7 - UNITS	BATH LG-R	708	41.02
	LEVEL 7 - UNITS	BATH SM-R	708	28.13
	LEVEL 7 - UNITS	BATH LG-R	709	41.02
	LEVEL 7 - UNITS	BATH SM-L	709	28.13
	LEVEL 7 - UNITS	BATH SM-R	709	28.13
	LEVEL 7 - UNITS	BATH LG-L	709	41.02
	LEVEL 7 - UNITS	BATH SM-L	710	28.13
	LEVEL 7 - UNITS	BATH LG-L	710	41.02
	LEVEL 7 - UNITS	BATH LG-R	711	41.02
	LEVEL 7 - UNITS	BATH SM-R	711	28.13
	LEVEL 7 - UNITS	BATH SM-L	715	28.13
	LEVEL 7 - UNITS	BATH LG-L	715	41.02
	LEVEL 7 - UNITS	BATH SM-L CF	717	28.13
	LEVEL 7 - UNITS	BATH LG-R CF	717	41.02
Guest Unit-Double				7,255.03 sq ft
	LEVEL 2 - UNITS	UNIT E SCF	212	610.31
	LEVEL 3 - UNITS	UNIT E	312	609.55
	LEVEL 4 - UNITS	UNIT E	412	610.40
	LEVEL 5 - UNITS	UNIT E	516	610.55
	LEVEL 5 - UNITS	UNIT A3-R	517	744.50
	LEVEL 6 - UNITS	UNIT A3-L	605	744.78
	LEVEL 6 - UNITS	UNIT E	610	612.76
	LEVEL 7 - UNITS	UNIT E	702	610.46
	LEVEL 7 - UNITS	UNIT A3-L	709	744.46
	LEVEL 7 - UNITS	UNIT I SCF	717	684.36
Guest Unit-Single				6,562.13 sq ft
	LOBBY LEVEL	UNIT A2-L	101	365.07
	LOBBY LEVEL	UNIT A2-R	103	365.07
	LOBBY LEVEL	UNIT B	105	365.39
	LEVEL 2 - UNITS	UNIT C-L	201	369.57
	LEVEL 2 - UNITS	UNIT C-R	202	369.57
	LEVEL 2 - UNITS	UNIT A1-L	203	371.28
	LEVEL 2 - UNITS	UNIT D	204	406.89
	LEVEL 2 - UNITS	UNIT A-R	205	371.28
	LEVEL 2 - UNITS	UNIT A-L	207	371.15
	LEVEL 2 - UNITS	UNIT A-R SCF	209	371.28

BUILDING AREAS BY CATEGORY				
CATEGORY	STORY	ZONE NAME	#	AREA (SF)
	LEVEL 4 - UNITS	UNIT C-L	401	466.83
	LEVEL 4 - UNITS	UNIT G-R	402	299.26
	LEVEL 4 - UNITS	UNIT A1-L	403	371.28
	LEVEL 4 - UNITS	UNIT D MBT	404	374.87
	LEVEL 4 - UNITS	UNIT A-R	405	371.28
	LEVEL 4 - UNITS	UNIT A-L	407	371.15
	LEVEL 4 - UNITS	UNIT A-R	409	371.28
	LEVEL 4 - UNITS	UNIT A-L	411	371.28
	LEVEL 4 - UNITS	UNIT A-R	415	371.28
	LEVEL 4 - UNITS	UNIT A-L	417	371.28
	LEVEL 4 - UNITS	UNIT A1-R	418	371.29
	LEVEL 4 - UNITS	UNIT A-R	419	371.28
	LEVEL 4 - UNITS	UNIT A1-L	420	371.49
	LEVEL 4 - UNITS	UNIT A-L	421	371.28
	LEVEL 4 - UNITS	UNIT A1-R	423	371.28
	LEVEL 4 - UNITS	UNIT F MCF	424	374.87
	LEVEL 4 - UNITS	UNIT C-R	425	370.66
	LEVEL 4 - UNITS	UNIT G-L	426	300.31
	LEVEL 5 - UNITS	UNIT C1-L SCF	501	369.38
	LEVEL 5 - UNITS	UNIT H-R MRS	502	370.16
	LEVEL 5 - UNITS	UNIT A-R	503	371.28
	LEVEL 5 - UNITS	UNIT A-L	505	371.15
	LEVEL 5 - UNITS	UNIT A-R	507	371.28
	LEVEL 5 - UNITS	UNIT A-L	509	371.28
	LEVEL 5 - UNITS	UNIT A-R	511	371.28
	LEVEL 5 - UNITS	UNIT A-L	515	371.28
	LEVEL 5 - UNITS	UNIT A1-R	516	371.29
	LEVEL 5 - UNITS	UNIT A1-L	518	371.49
	LEVEL 5 - UNITS	UNIT C1-R SCF	521	369.57
	LEVEL 5 - UNITS	UNIT H-L MBT	522	373.16
	LEVEL 6 - UNITS	UNIT C1-L	601	369.37
	LEVEL 6 - UNITS	UNIT H-R MBT	602	372.96
LEVEL 6 - UNITS	UNIT A-R	607	371.28	
LEVEL 6 - UNITS	UNIT A-L	609	371.28	
LEVEL 6 - UNITS	UNIT A-R	611	371.28	
LEVEL 6 - UNITS	UNIT A-L	615	371.28	
LEVEL 6 - UNITS	UNIT A1-R	616	371.29	
LEVEL 6 - UNITS	UNIT A-R	617	371.28	
LEVEL 6 - UNITS	UNIT A1-L	618	371.49	
LEVEL 6 - UNITS	UNIT A-L	619	371.28	
LEVEL 6 - UNITS	UNIT C1-R	621	370.67	
LEVEL 6 - UNITS	UNIT H-L	622	407.64	
LEVEL 7 - UNITS	UNIT A1-R	708	371.29	
LEVEL 7 - UNITS	UNIT A1-L	710	371.49	
LEVEL 7 - UNITS	UNIT A-R	711	371.28	
LEVEL 7 - UNITS	UNIT A-L	715	371.28	
				31,594.11 sq ft
Guest Unit	Special			
	LEVEL 7 - UNITS	UNIT J	701	1,284.62
				1,284.62 sq ft
Kitchen				
	LOBBY LEVEL	KITCHEN		492.41
				492.41 sq ft
Landscape				
	LEVEL 4 - UNITS	PLANTER		64.31
	LEVEL 4 - UNITS	PLANTER		60.44
	LEVEL 5 - UNITS	PLANTER	PL5-1	50.44
	LEVEL 5 - UNITS	PLANTER	PL5-2	72.04
	LEVEL 5 - UNITS	PLANTER	PL5-3	72.04
	LEVEL 5 - UNITS	PLANTER	PL5-4	50.44
	LEVEL 5 - UNITS	PLANTER	PL5-5	50.44
	LEVEL 5 - UNITS	PLANTER	PL5-6	72.04
	LEVEL 5 - UNITS	PLANTER	PL5-7	72.04
	LEVEL 5 - UNITS	PLANTER	PL5-8	50.44
	LEVEL 7 - UNITS	PLANTER	PL7-1	16.25
	LEVEL 7 - UNITS	PLANTER	PL7-2	116.85
	LEVEL 7 - UNITS	PLANTER	PL7-3	82.05
	LEVEL 7 - UNITS	PLANTER	PL7-4	93.98
	LEVEL 7 - UNITS	PLANTER	PL7-5	135.12
	LEVEL 7 - UNITS	PLANTER	PL7-6	89.06
				1,157.89 sq ft
Mechanical				
	PARKING LEVEL	FOUNTAIN PUMP		140.65
	PARKING LEVEL	POOL & SPA EQUIP.		253.15
	PARKING LEVEL	LINEN	LC	8.41
	PARKING LEVEL	TRASH	TC-D	9.00
	LOBBY LEVEL	ELECT. MAIN		205.39
	LOBBY LEVEL	MDF		214.46
	LOBBY LEVEL	BOILER ROOM		188.16
	LOBBY LEVEL	PUMP ROOM		81.62
	LOBBY LEVEL	FIRE COMMAND	FC-1	113.35
	LOBBY LEVEL	FIRE PUMP	FP-1	103.95
	LOBBY LEVEL	LINEN	LC	8.41
	LOBBY LEVEL	TRASH	TC-D	9.00
	LEVEL 2 - UNITS	LOW VOLTAGE		70.20
	LEVEL 2 - UNITS	CHASE	CH-4	18.43
	LEVEL 2 - UNITS	LINEN	LC	8.41
	LEVEL 2 - UNITS	TRASH	TC-D	9.00
	LEVEL 3 - UNITS	ELECT ROOM		69.08
	LEVEL 3 - UNITS	CHASE	CH-4	18.43
	LEVEL 3 - UNITS	LINEN	LC	8.41
	LEVEL 3 - UNITS	TRASH	TC-D	9.00
	LEVEL 4 - UNITS	LOW VOLTAGE		70.21
	LEVEL 4 - UNITS	CHASE	CH-4	18.43
	LEVEL 4 - UNITS	LINEN	LC	8.41
	LEVEL 4 - UNITS	TRASH	TC-D	9.00
	LEVEL 5 - UNITS	ELECT ROOM		70.20
	LEVEL 5 - UNITS	CHASE	CH-4	18.43
	LEVEL 5 - UNITS	LINEN	LC	8.41
	LEVEL 5 - UNITS	TRASH	TC-D	9.00
	LEVEL 6 - UNITS	LOW VOLTAGE		69.08
	LEVEL 6 - UNITS	CHASE	CH-4	18.43
	LEVEL 6 - UNITS	LINEN	LC	8.41
	LEVEL 6 - UNITS	TRASH	TC-D	9.00
	LEVEL 7 - UNITS	ELECT ROOM		73.21
	LEVEL 7 - UNITS	CHASE	CH-4	18.43
	LEVEL 7 - UNITS	LINEN	LC	8.41
	LEVEL 7 - UNITS	TRASH	TC-D	9.00
	ROOF	ELEV MACHINE		41.44
	ROOF	ELEV MACHINE		144.33
	ROOF	MECHANICAL		964.64
	ROOF	COOLING		528.38
	ROOF	CHASE	CH-4	12.17
	ROOF	LINEN	LC	8.63
	ROOF	TRASH	TC-D	9.00
				3,681.16 sq ft
Merchantile				

BUILDING AREAS BY CATEGORY				
CATEGORY	STORY	ZONE NAME	#	AREA (SF)
	LOBBY LEVEL	SERVICE		435.16
	LEVEL 2 - UNITS	VENDING	I-V	14.48
	LEVEL 3 - UNITS	ICE	I-V	14.48
	LEVEL 4 - UNITS	VENDING	I-V	14.48
	LEVEL 5 - UNITS	ICE	I-V	14.48
	LEVEL 6 - UNITS	VENDING	I-V	14.48
	LEVEL 7 - UNITS	ICE	I-V	14.57
				522.13 sq ft
Office				
	LOBBY LEVEL	STAFF R.R.		48.39
	LOBBY LEVEL	OFFICE 1		118.45
	LOBBY LEVEL	STAFF ROOM		195.90
	LOBBY LEVEL	OFFICE 2		313.94
	LOBBY LEVEL	OFFICE 3		161.57
				838.25 sq ft
Parking Space				
	PARKING LEVEL	PARKING (7'-10" H)		3,258.56
	PARKING LEVEL	PARKING (9'-10" H)		10,405.65
				13,664.21 sq ft
Public Area				
	LOBBY LEVEL	GYM		921.61
	LOBBY LEVEL	VALET		32.23
	LOBBY LEVEL	RESTAURANT		621.75
	LOBBY LEVEL	PUBLIC SPACE		1,462.82
				3,038.41 sq ft
Public Restrooms				
	LOBBY LEVEL	FAMILY/ADA		61.71
	LOBBY LEVEL	MENS		45.81
	LOBBY LEVEL	WOMENS		38.85
	LOBBY LEVEL	FAMILY/ADA	RR-PF	61.85
	LOBBY LEVEL	MENS	RR-PM	85.03
	LOBBY LEVEL	WOMENS	RR-PW	58.19
				391.44 sq ft
Storage				
	PARKING LEVEL	LOADING DOCK		338.93
	PARKING LEVEL	STORAGE		710.10
	PARKING LEVEL	TRASH/ RECYCLING		426.74
	PARKING LEVEL	VALET-CLOSET		22.00
	PARKING LEVEL	LINEN		323.99
	LOBBY LEVEL	BACK OF HOUSE		237.19
	LOBBY LEVEL	LUGGAGE		135.53
	LOBBY LEVEL	STORAGE		20.62
	LOBBY LEVEL	STORAGE		133.04
	LOBBY LEVEL	HOUSEKEEPING		106.42
	LOBBY LEVEL	B.O.H.		255.97
	LOBBY LEVEL	CLOSET	CH-1	23.40
	LEVEL 2 - UNITS	STORAGE		31.08
	LEVEL 2 - UNITS	HOUSEKEEPING		94.47
	LEVEL 2 - UNITS	STORAGE		38.31
	LEVEL 2 - UNITS	STAGING-AREA		121.36
	LEVEL 2 - UNITS	CLOSET	CH-1	13.47
	LEVEL 3 - UNITS	STAGING-AREA		121.36
	LEVEL 3 - UNITS	HOUSEKEEPING		94.47
	LEVEL 3 - UNITS	STORAGE		31.08
	LEVEL 3 - UNITS	CLOSET	CH-1	13.48
	LEVEL 3 - UNITS	STORAGE	CH-2	38.31
	LEVEL 4 - UNITS	HOUSEKEEPING		94.47
	LEVEL 4 - UNITS	STAGING-AREA		121.36
	LEVEL 4 - UNITS	STORAGE		31.08
	LEVEL 4 - UNITS	CLOSET	CH-1	13.48
	LEVEL 4 - UNITS	STORAGE	CH-2	38.31
	LEVEL 5 - UNITS	STORAGE		31.08
	LEVEL 5 - UNITS	HOUSEKEEPING		94.47
	LEVEL 5 - UNITS	STAGING-AREA		121.36
	LEVEL 5 - UNITS	CLOSET	CH-1	13.48
	LEVEL 5 - UNITS	STORAGE	CH-2	38.31
	LEVEL 6 - UNITS	STORAGE		31.08
	LEVEL 6 - UNITS	HOUSEKEEPING		94.47
	LEVEL 6 - UNITS	STAGING-AREA		121.36
	LEVEL 6 - UNITS	CLOSET	CH-1	13.48
	LEVEL 6 - UNITS	STORAGE	CH-2	38.31
	LEVEL 7 - UNITS	STORAGE		32.90
	LEVEL 7 - UNITS	STAGING-AREA		121.36
	LEVEL 7 - UNITS	HOUSEKEEPING		94.47
	LEVEL 7 - UNITS	CLOSET	CH-1	13.48
	LEVEL 7 - UNITS	STORAGE	CH-2	40.12
				4,529.75 sq ft
Wet Area				
	LEVEL 7 - UNITS	SPA		71.39
				71.39 sq ft
				108,609.94 sq ft

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BIM Server: BIMSERVER - BIM Server 19/Bay Harbor/Bay Harbor



1. Seaside Club Residences - 9655 E. Bay Harbor Dr.



2. Island Place Residences - 9721 E. Bay Harbor Dr.



3. 3.5 Story Residences - 9700 E. Bay Harbor Dr.



4. Daddy O Hotel - 9660 E. Bay Harbor Dr.



5. Palm Restaurant - 9650 E. Bay Harbor Dr.



6. Citadel Realty - 9630 E. Bay Harbor Dr.



1 A-002 SCALE: 1" = 50'

SCALE: 1" = 50'



7. Craig Signer Clothing - 1001 Kane Concourse



10. Betto's Restaurant - 1009 Kane Concourse



13. Subway Restaurant - 1017 Kane Concourse



16. Bistro Cafe and Bakery - 1023 Kane Concourse



22. Ocean Cadillac - 1000 Kane Concourse



8. KC Property - 1005 Kane Concourse



11. Jade Beauty Salon - 1013 Kane Concourse



14. Salon Pooch-Ini - 1019 Kane Concourse



17. Atlantic Pacific Company - 1025 Kane Concourse



23. Riviera Apartments - 9541 E. Bay Harbor Dr.



9. Asia Bay Restaurant - 1007 Kane Concourse



12. Bay Harbor Drugs - 1015 Kane Concourse



15. Turnberry Realty - 1021 Kane Concourse



18. Jackie Abraham Jewelers - 1027 Kane Concourse



24. TAUBCO - 9557 E. Bay Harbor Dr.



19. Harry Sendzischew M.D. - 1029 Kane Concourse



20. Daniel Weissman D.M.D. - 1031 Kane Concourse



21. Mike's Cigars - 1030 Kane Concourse

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AIA 94403

CONSULTANT:
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AIA 94403
2010 AIA AIA 94403

GRAND BEACH HOTEL BAY HARBOR
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FL 33154

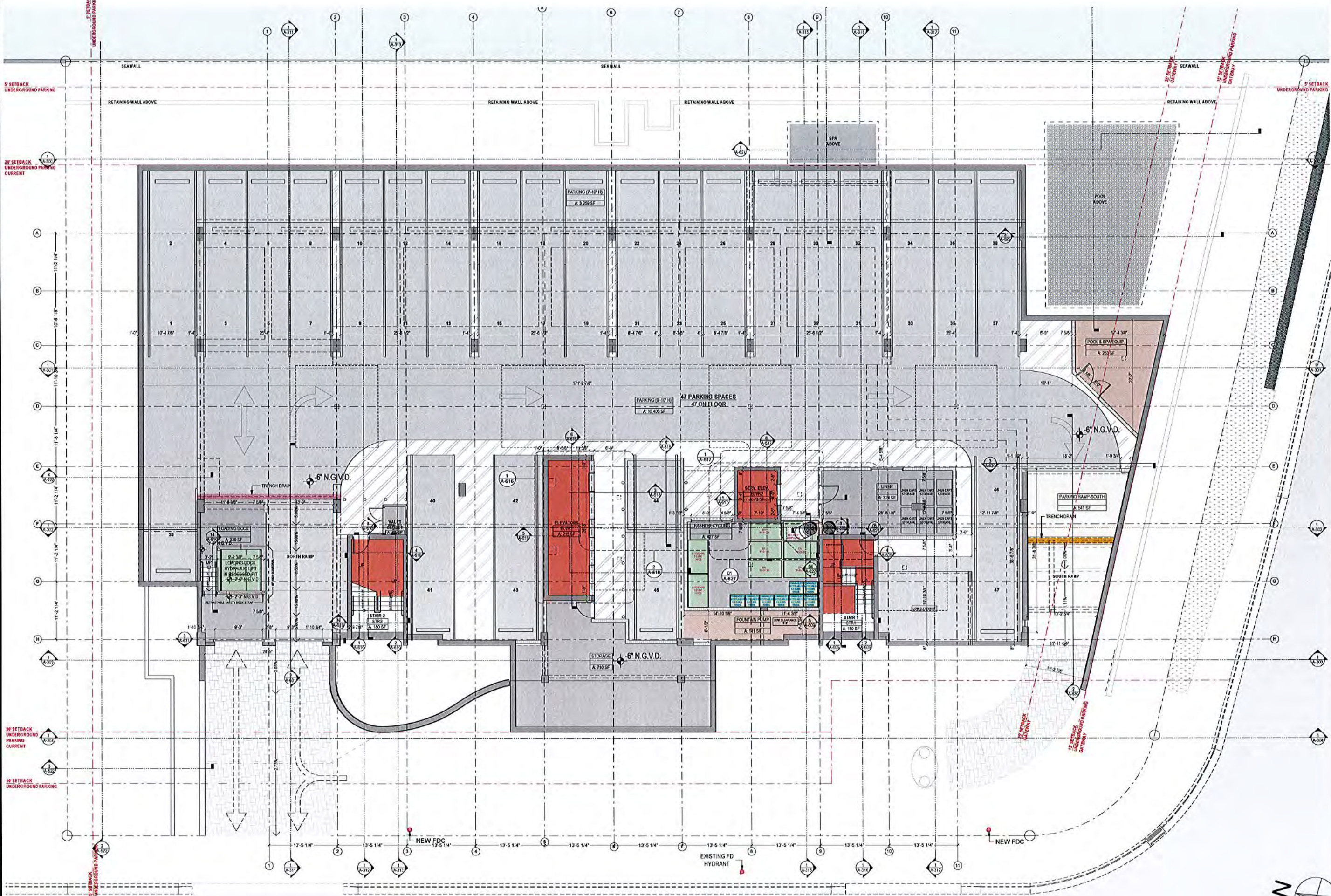
No. REVISION DATE

A-002
PROJECT DATA
R. DATE 10/15/2015

ADJACENT LAND USES

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BIM Server: BIMSERVER - BIM Server 10/10/2015 10:10:10 AM



1 PARKING LEVEL
A-100
SCALE: 1/8" = 1'-0"



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FL 33154

LOWER LEVEL - GARAGE

No.	REVISION	DATE
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A-100
PLANS
R. DATE 10/15/2015

BIM Server, BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



CCAS

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,

LEVEL 1 - LOBBY

No	REVISION	DATE
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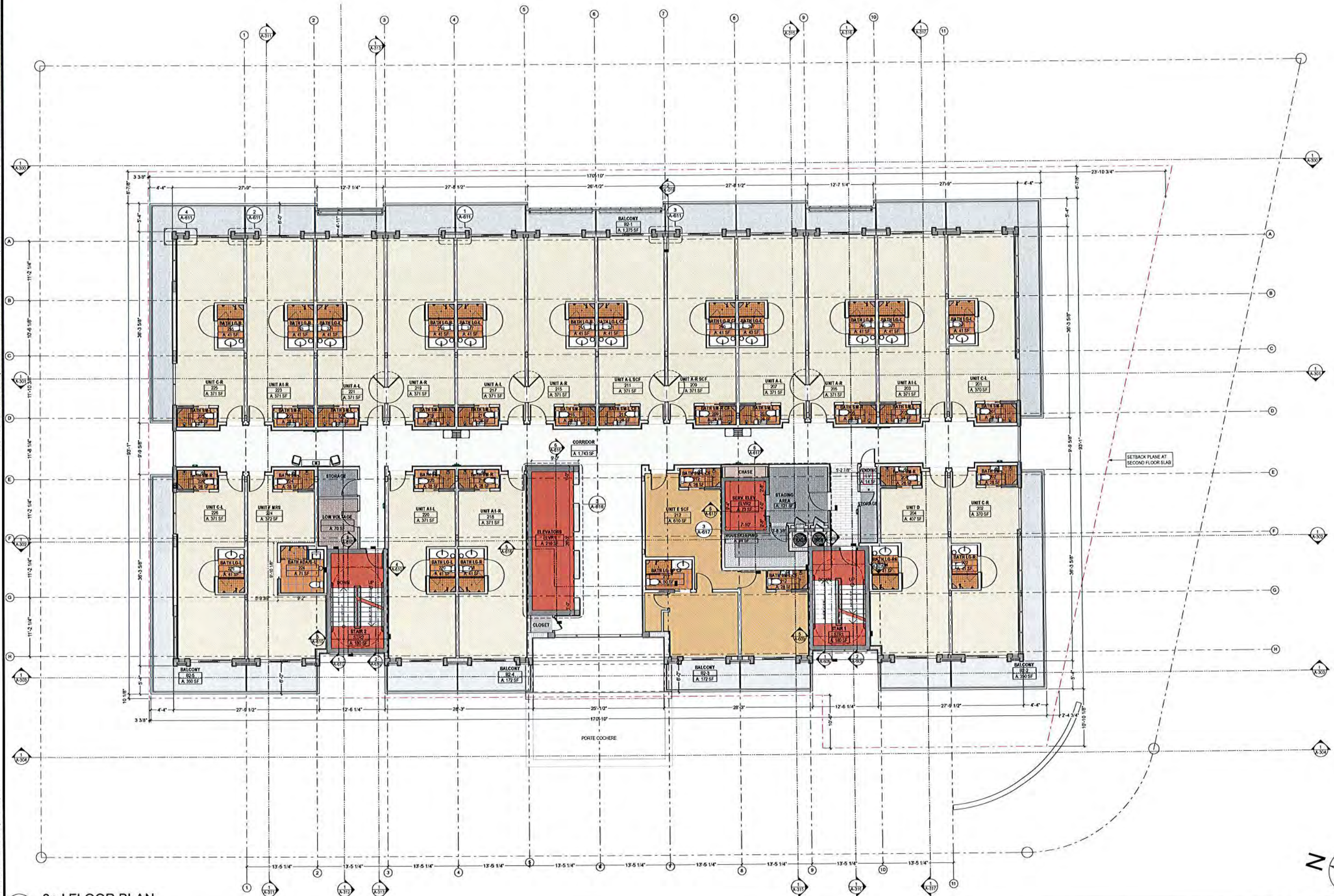
A-101

PLANS

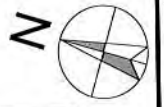
R. DATE: 10/20/20

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304 Sewer: BMSERVEY, BIM Server: 10Bay HarborBay Harbor



1 2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



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AP 9403

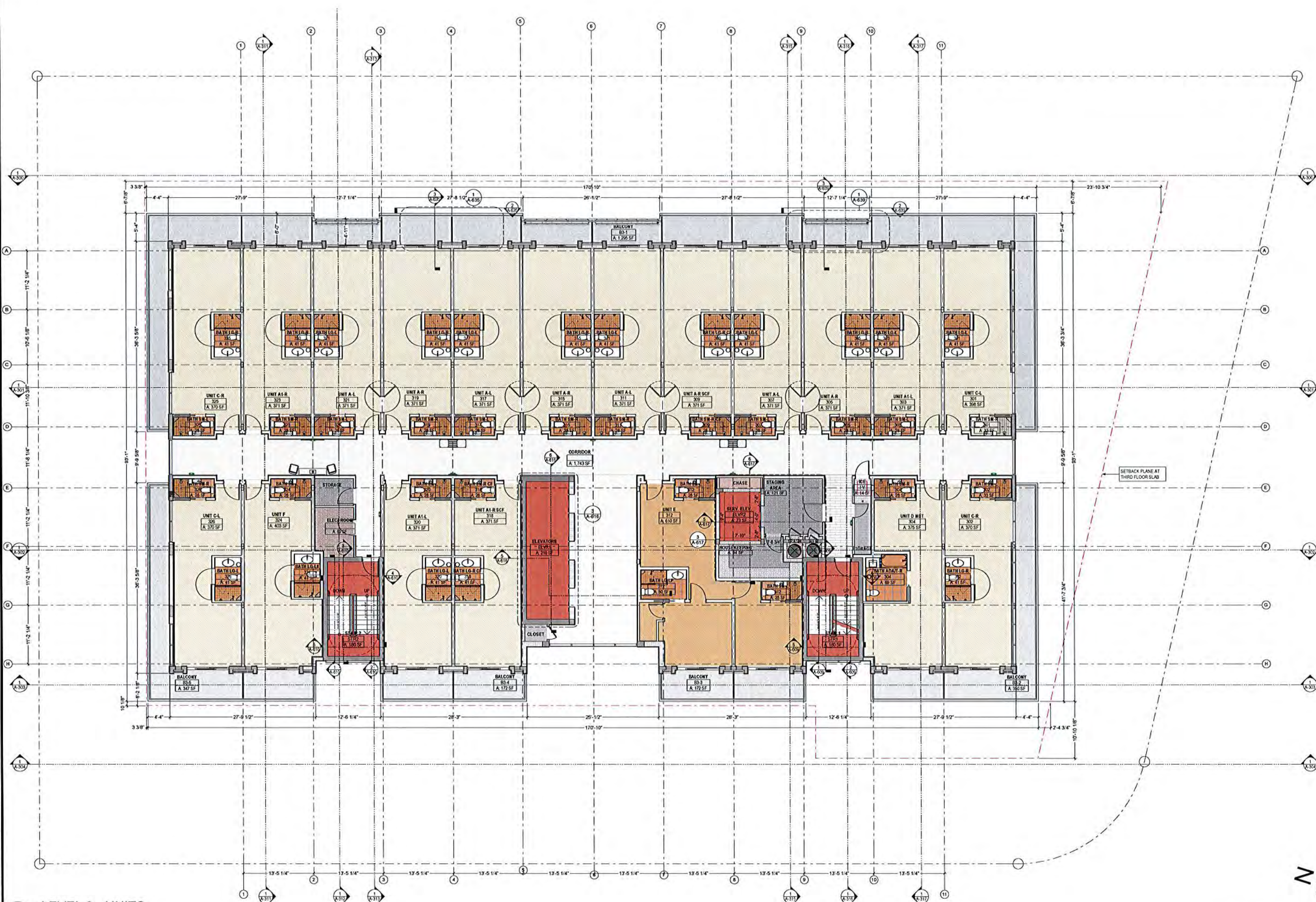
Consultant:
CARINO & CO.
ARCHITECTS - PLLC
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(305) 571-1000

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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 2 - UNITS

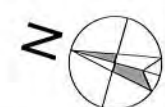
No. REVISION DATE

A-102
PLANS
DATE
10/16/2015

BIM Server: BIMSERVERX - BIM Server 19/Bay Harbor/Bay Harbor



1 **LEVEL 3 - UNITS**
A-103 SCALE: 1/8" = 1'-0"



CONSULTANT

CARINO & CO.
ARCHITECTURE - DESIGN

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Fax: 415.774.1101
E-Mail: carino@carino.com

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FL 33154

No.	REVISION	DATE
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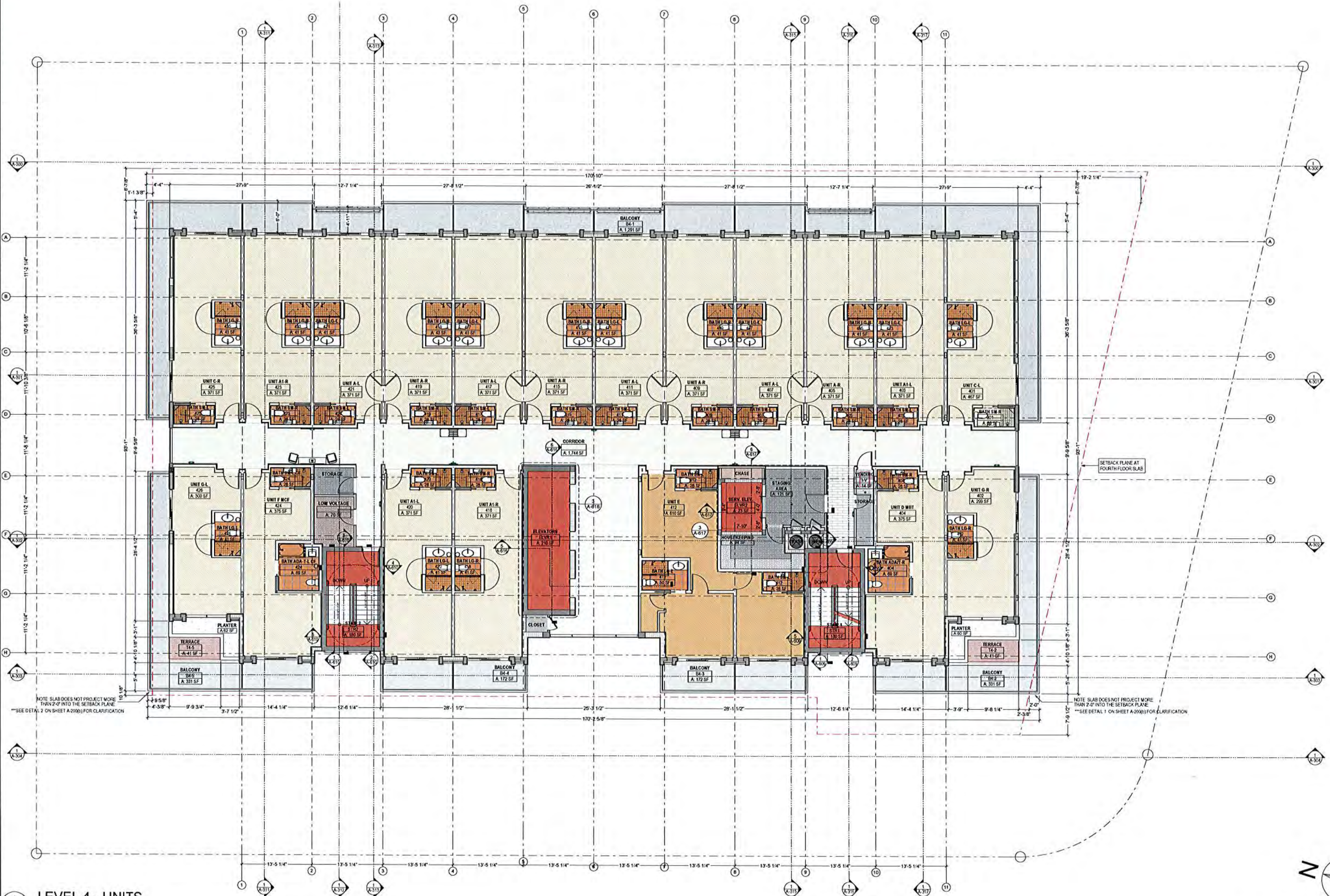
A-103

PLANS

R. DATE 10/15/2015

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1 LEVEL 4 - UNITS
A-104
SCALE: 1/8" = 1'-0"

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LEVEL 4 - UNITS

No. REVISION DATE

A-104

PLANS
DATE 10/16/2015

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BIM Server: BIMSERVERX - BIM Server 190 Bay Harbor/ Bay Harbor



1 LEVEL 5 - UNITS
SCALE: 1/8" = 1'-0"

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Architect:
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AR 16463

Consultant:
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www.cabinoco.com

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FL 33154

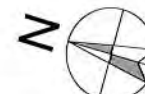
LEVEL 5 - UNITS

NO.	REVISION	DATE
R-6	PLD COMMENTS	10/15/2015

A-105

PLANS
DATE
10/15/2015

BIM Server: BIMSERVERX - BIM Server 10 Bay Harbor Bay Harbor



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

DATE _____

R	DATE
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BIM Server: BIMSERVER20X - BIM Server 1936x HarborBay Harbor



LEVEL 7 - UNITS
SCALE: 1/8" = 1'-0"

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ARCHITECT
JOHN A. CARINO
AR 9463

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CARINO & CO.
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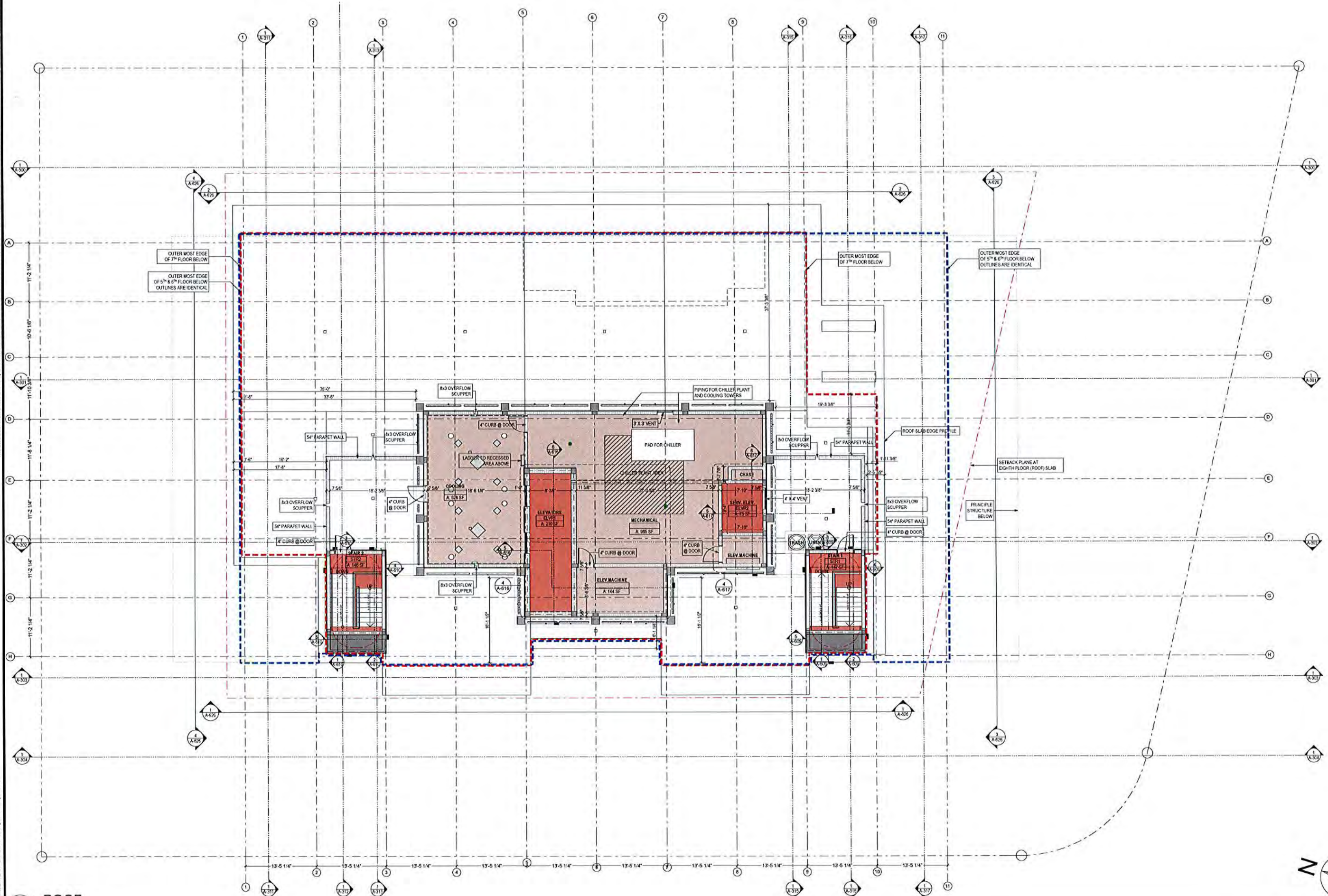
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 7 - UNITS

No.	REVISION	DATE
R-6	PLD COMMENTS	10/15/2015

A-107
PLANS
DATE
10/29/2015

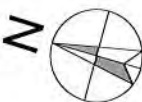
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BIM Server: BIMSERVER-03 - BIM Server - 10 Bay Harbor Bay Harbor



1 ROOF
A-108 SCALE: 1/8" = 1'-0"

0 4 8 16



DEVELOPMENT
9418 COLLINS AVE.
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Architect:
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A.S. 9463

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CARNO & CO.
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10000 W. BAYHARBOR DRIVE
SUITE 100
BAY HARBOR, FL 33154
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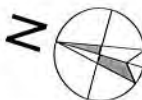
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 8 - ROOF

NO. REVISION DATE

A-108

PLANS
DATE
10/15/2015

BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



CARINO & CO.

ARCHITECTS • DESIGN

JOHN A. CARINO
ARCHITECT

100 WEST 86TH STREET
NEW YORK, NY 10024

TEL: 212-769-1000
FAX: 212-769-1001
WWW.CARINOCOA.COM

TOP OF ROOF

No.	REVISION	DATE
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PLANS

R. DATE 10/15/2015

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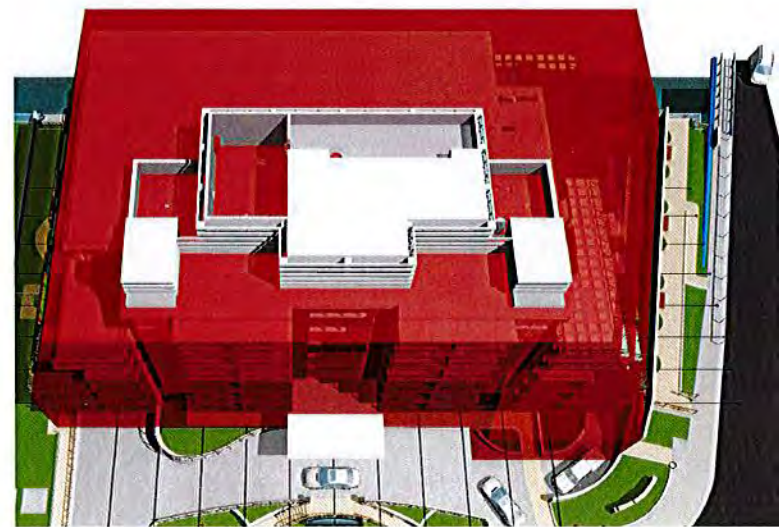
BIM Server: BIMSERVERX - BIM Server: 190Bay HarborBay Harbor



1 NW PERSPECTIVE

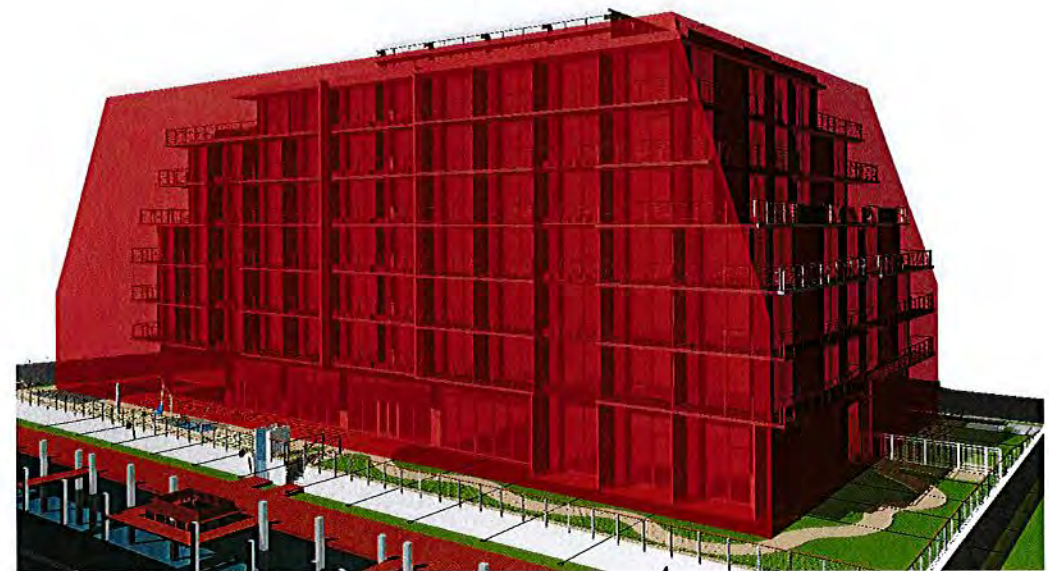


2 SW PERSPECTIVE

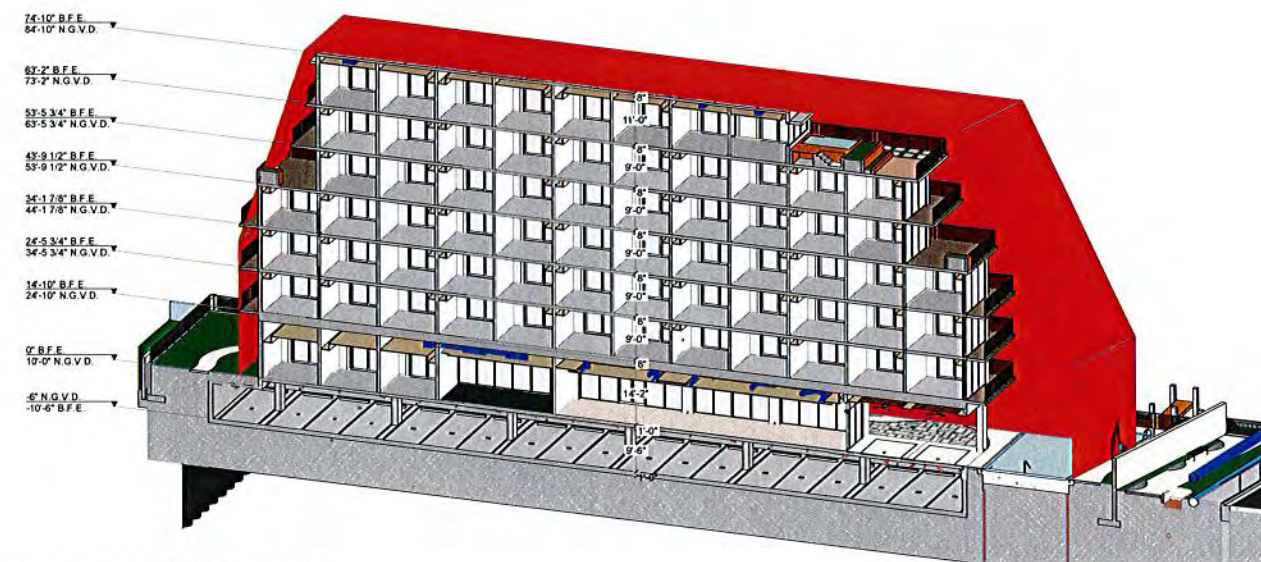


3 BIRDS-EYE PERSPECTIVE

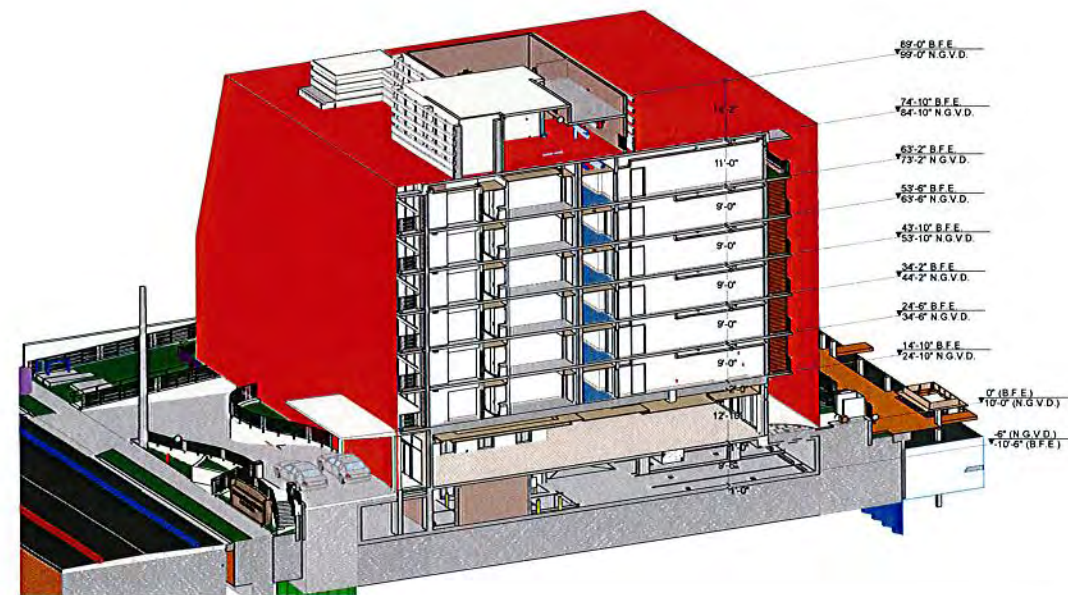
NOTE:
NO PROTRUSION EXCEEDS 2'-0" IN LENGTH.



4 NE PERSPECTIVE



5 NORTH TO SOUTH SECTION



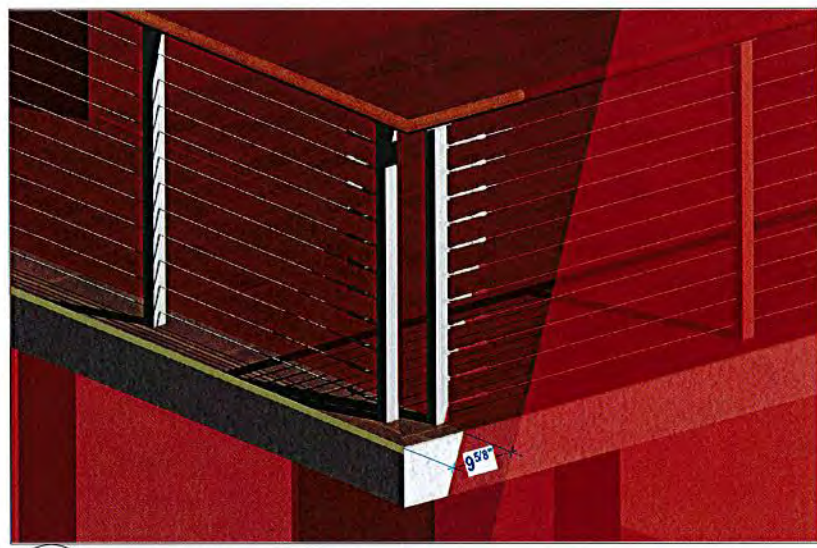
6 WEST TO EAST SECTION

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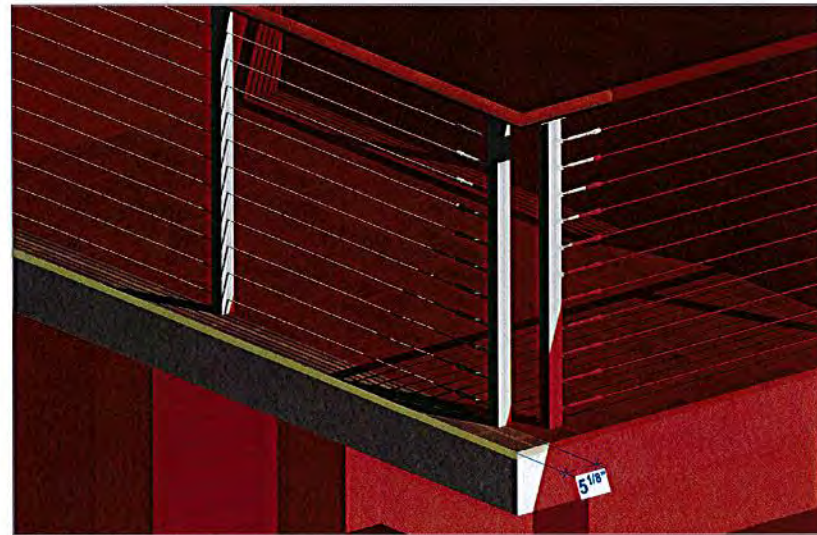
1 LEVEL 4 - SOUTH ELEVATION
A-200(b)



2 LEVEL 4 - NORTH ELEVATION
A-200(b)



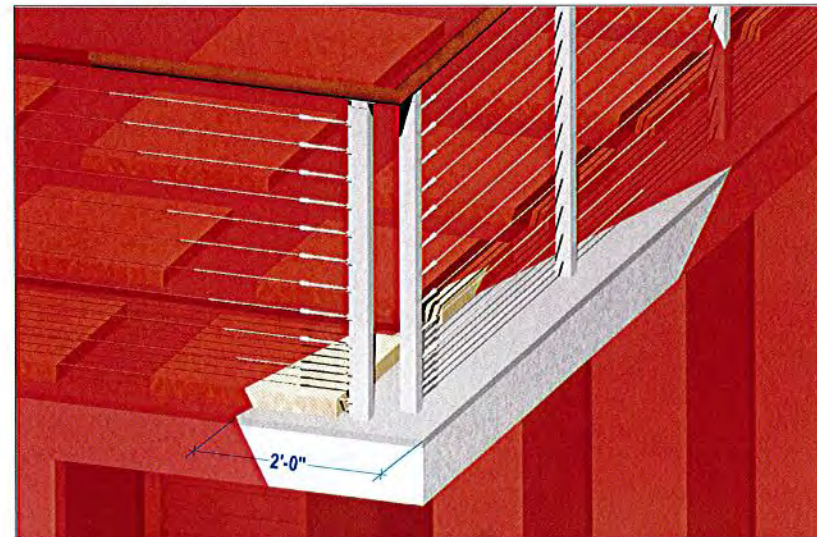
3 LEVEL 5 - SOUTH ELEVATION
A-200(b)



4 LEVEL 5 - NORTH ELEVATION
A-200(b)



5 LEVEL 6 - SOUTH ELEVATION
A-200(b)



6 LEVEL 7 - SOUTH ELEVATION
A-200(b)

SEAL

Architect:
JOHN T. CARINO
AT 19403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

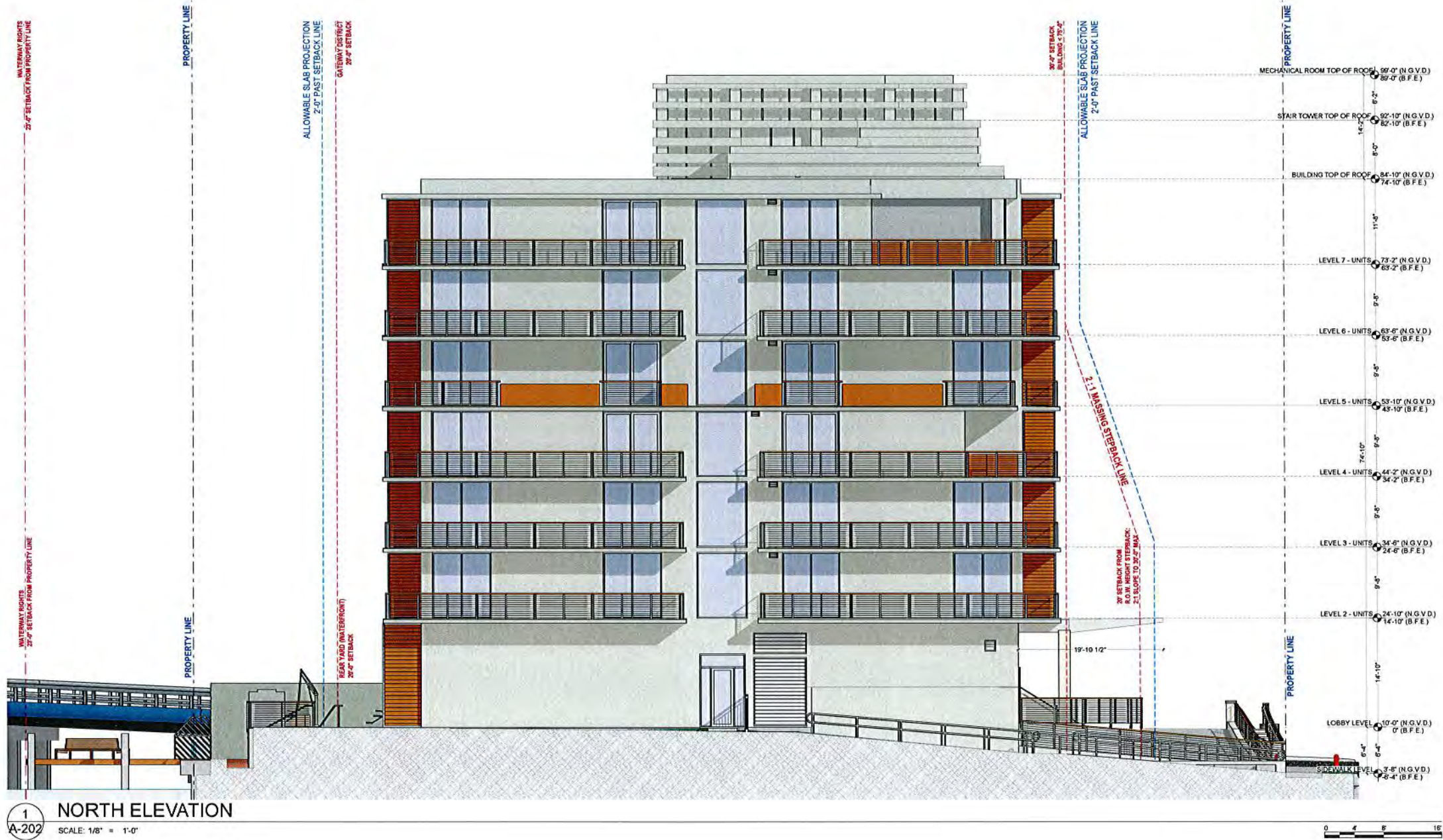
SLAB PROTRUSION DETAILS

No. REVISION DATE

A-200(b)
ELEVATIONS
DATE
10/15/2015

IBM Server: RIMS/EVERX - IBM Server 19/Bay Harbor/Bay Harbor





GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH ELEVATION

No. REVISION DATE

A-202

ELEVATIONS

R. DATE 10/15/2015

Architect:
JOHN C. CARINO
AIA 70663

Consultant:



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BM Server: BIMSERVER-01 - BM Server - 10 Bay Harbor Bay Harbor

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

1
A-203
EAST ELEVATION
SCALE: 1/8" = 1'-0"

0 4 8 16

MECHANICAL ROOM TOP OF ROOF 59'-0" (N.G.V.D.)
59'-0" (B.F.E.)
STAIR TOWER TOP OF ROOF 52'-10" (N.G.V.D.)
52'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)
LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)
LEVEL 6 - UNITS 63'-4" (N.G.V.D.)
53'-4" (B.F.E.)
LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)
LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)
LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)
LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)
LOBBY LEVEL 10'-0" (N.G.V.D.)
0" (B.F.E.)
SEAWALL CAP LEVEL 4'-6" (N.G.V.D.)
-4'-6" (B.F.E.)

Architect:
JOHN K. CARINO
AR 16403

CONSULTANT:

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GRAND BEACH HOTEL BAY HARBOR
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FL 33154
EAST ELEVATION

16 REVISION DATE

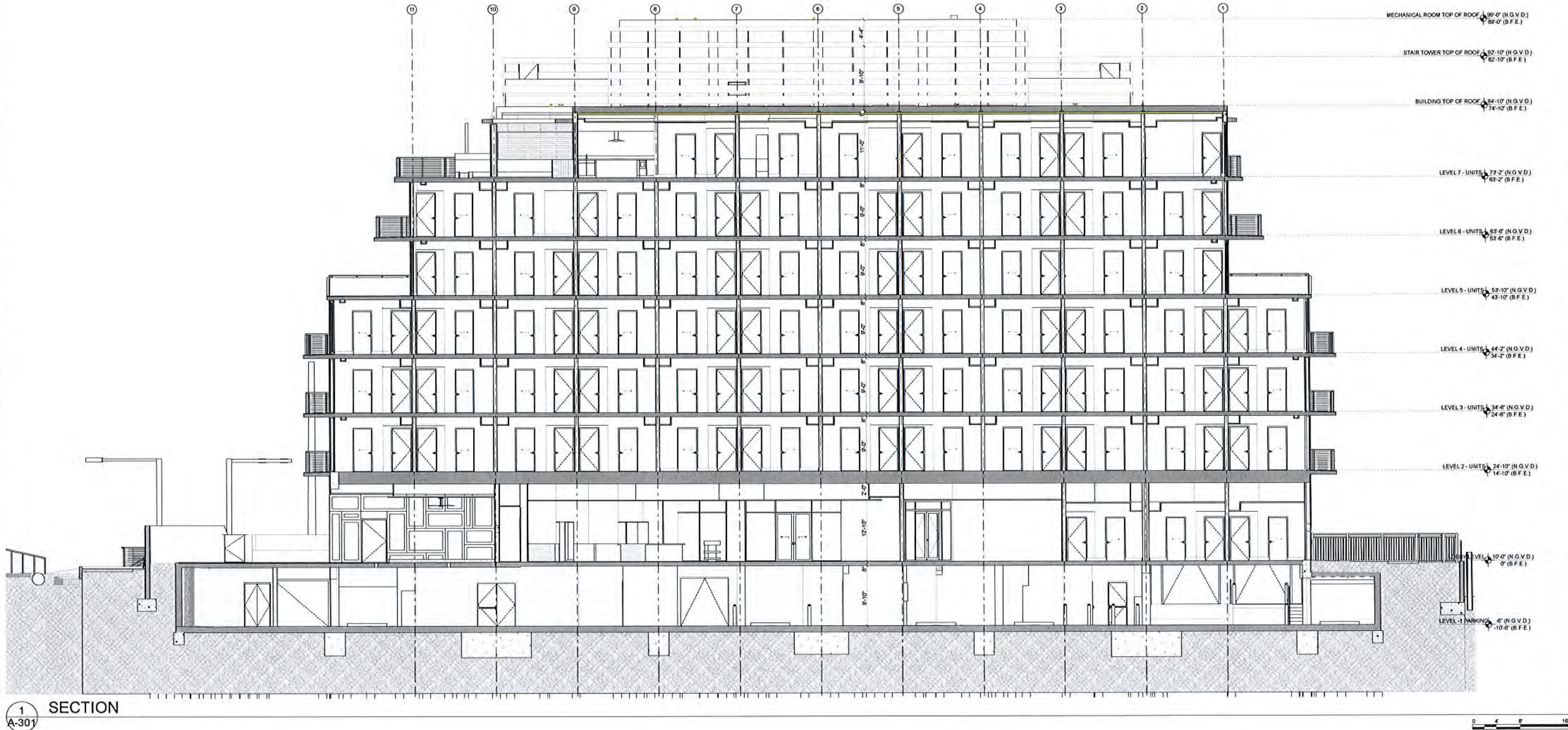
A-203
ELEVATIONS
R. DATE 10/15/2015

BIM Server: BIMSERVERX - BIM Server 19/Bay Harbor/Bay Harbor



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GRAND BEACH HOTEL BAY HARBOR
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FL 33154

No. REVISION DATE

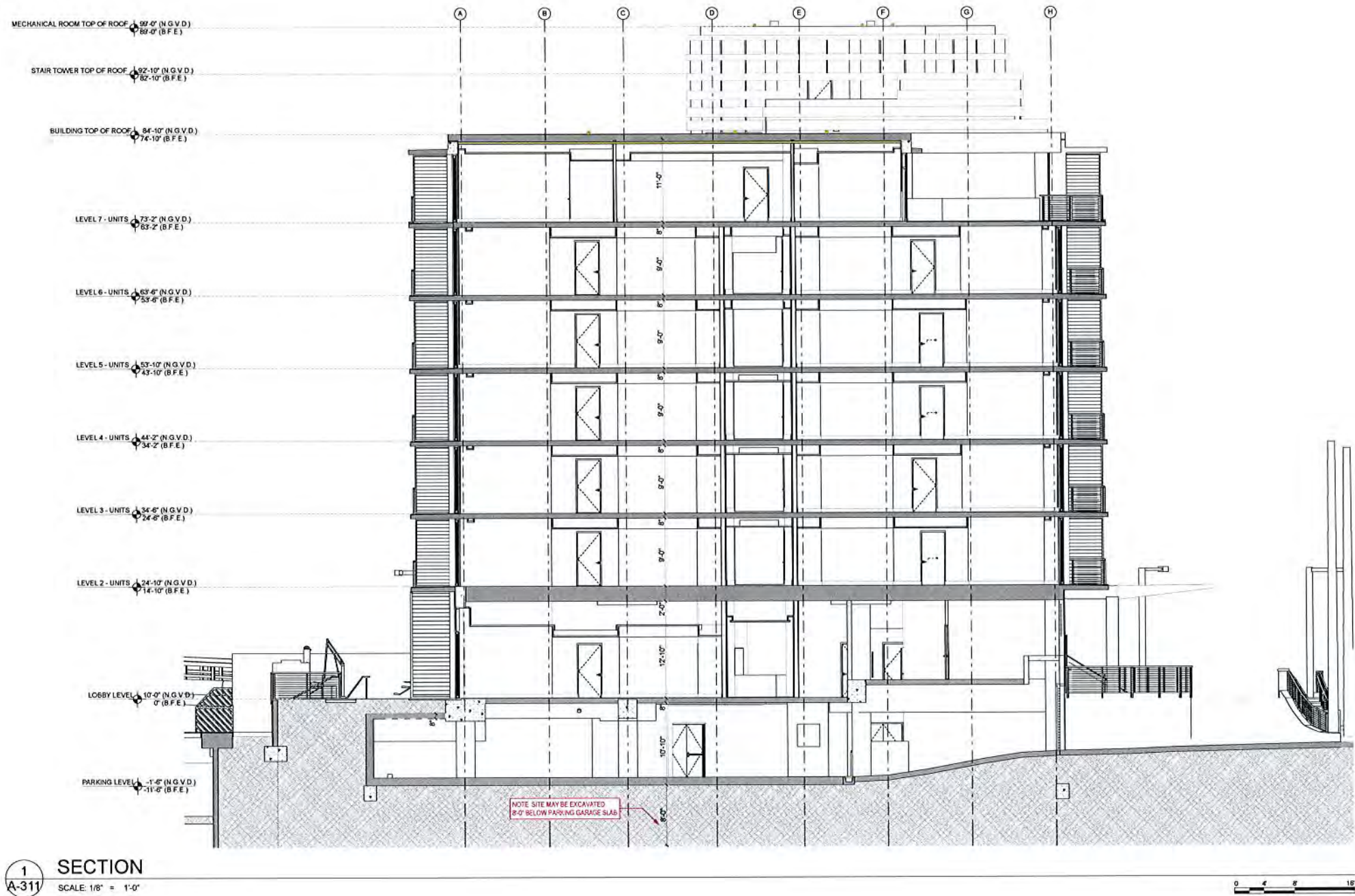
A-301

N-S
DATE
1/20/2015

BIM Server: BIMSERVERX - BIM Server 19/Bay Harbor/Bay Harbor

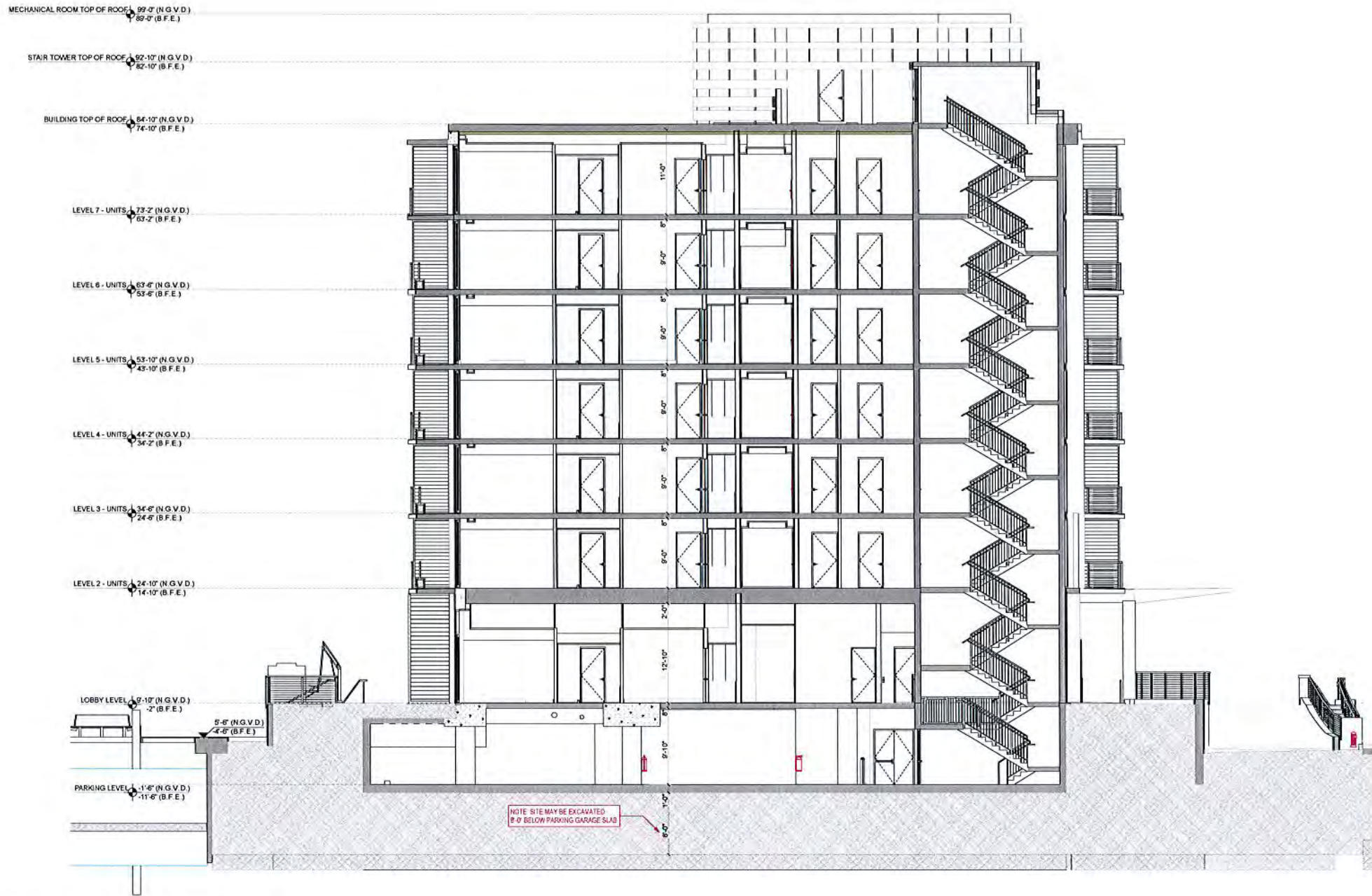


R. DATE 10/15/2015



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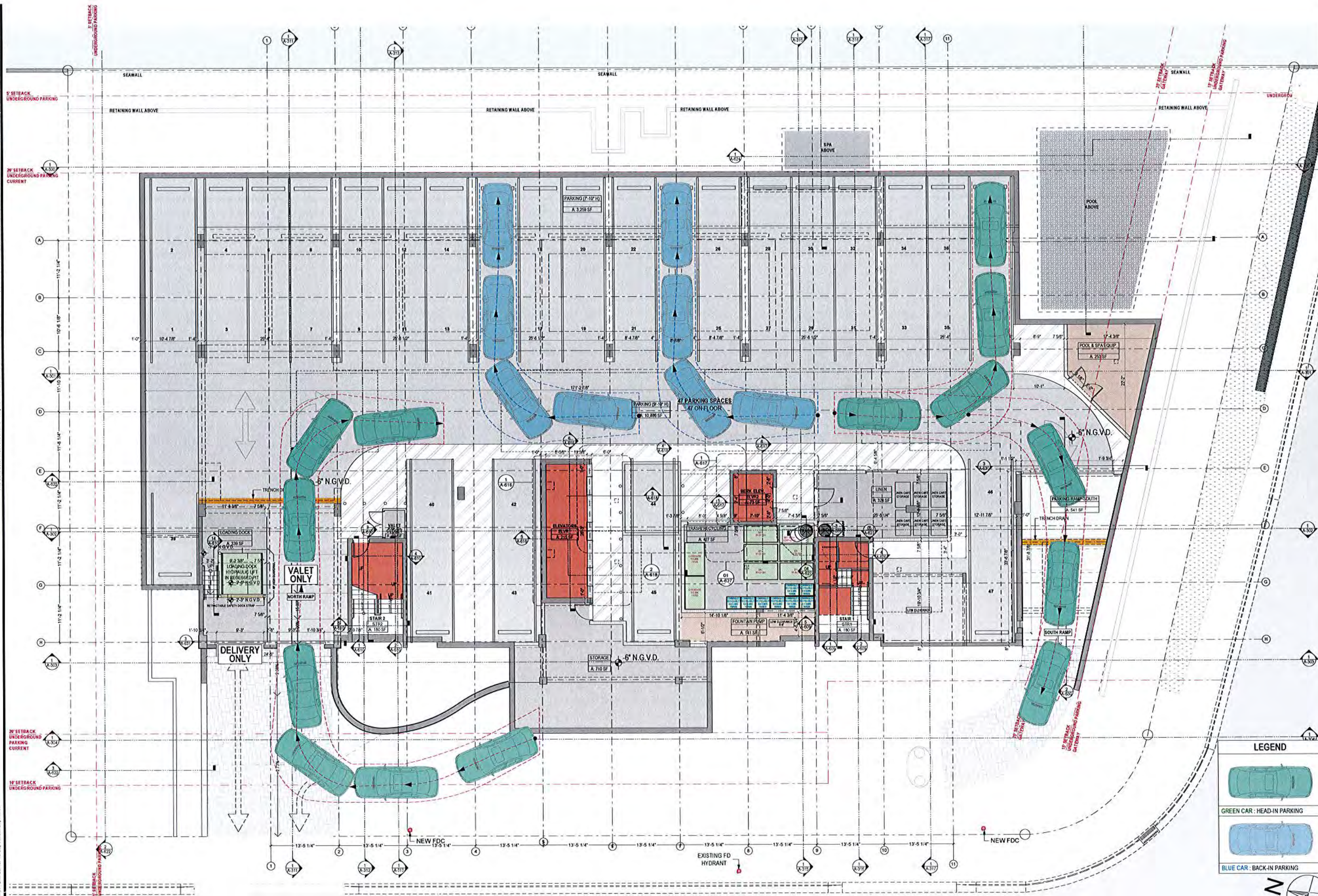
BIM Server: BIMSEVEREX - BIM Server 100Bay HarborBay Harbor



1 EAST - WEST SECTION
A-312 SCALE: 1/8" = 1'-0"

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BM Server: EMERGEVETEX - BM Server 1024x HarborBay Harbor

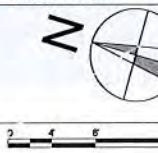


1 VALET PARKING DIAGRAM
A-619 SCALE: 1/8" = 1'-0"

LEGEND

GREEN CAR : HEAD-IN PARKING

BLUE CAR : BACK-IN PARKING



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Suite 100, FL 33154
info@development.net

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JOHN R. BENO
AR 96423

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CARINO & CO.
ARCHITECTURE & DESIGN
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TEL: 305.555.1234
FAX: 305.555.1235

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

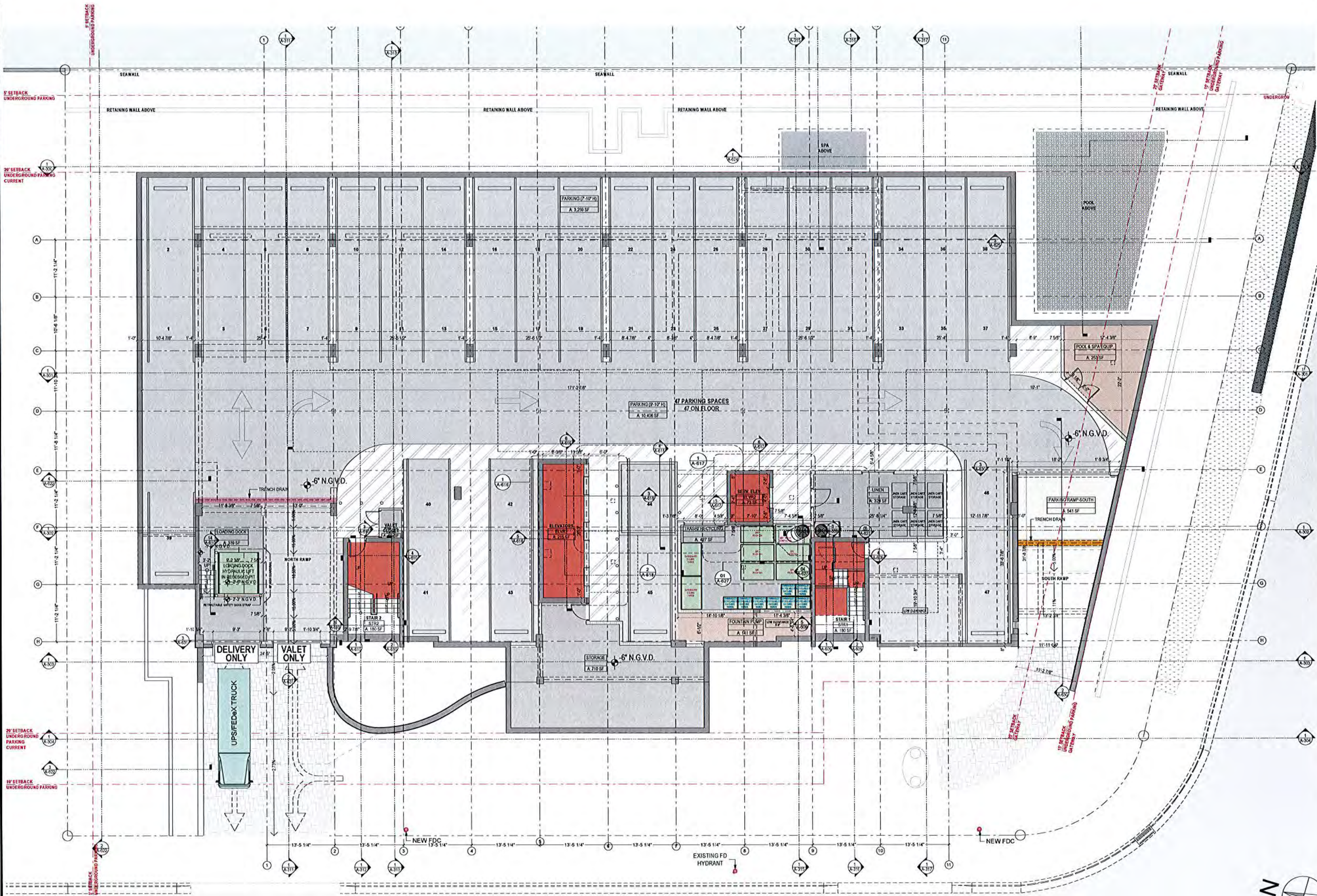
VALET PARKING DIAGRAM

No. REVISION DATE

A-619
DETAILS
DATE 10/29/2015

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BM Server: BINDER/ERYK - BM Server 1910 Bay Harbor/ Bay Harbor



1 UPS / FEDEX TRUCK PARKING
A-620 SCALE: 1/8" = 1'-0"

DEVELOPMENT
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AR 96403

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SEAL

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Fax: 305.441.1112
www.carnoandco.com

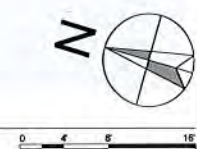
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

DELIVERY TRUCK PARKING DIAGRAM

No.	REVISION	DATE

A-620
DETAILS
DATE: 10/15/2015

BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



Paul Cofrancesco
Sales Manager
Waste Management Inc. of Florida
2125 NW 10TH CT
Miami, FL 33127
Tel 305 479 0891
pcofranc@wm.com

CARINO & Co.
ARCHITECTURE - DESIGN
1000 N. CARLINS
AVENUE
DALLAS, TEXAS 75201
214/762-1100

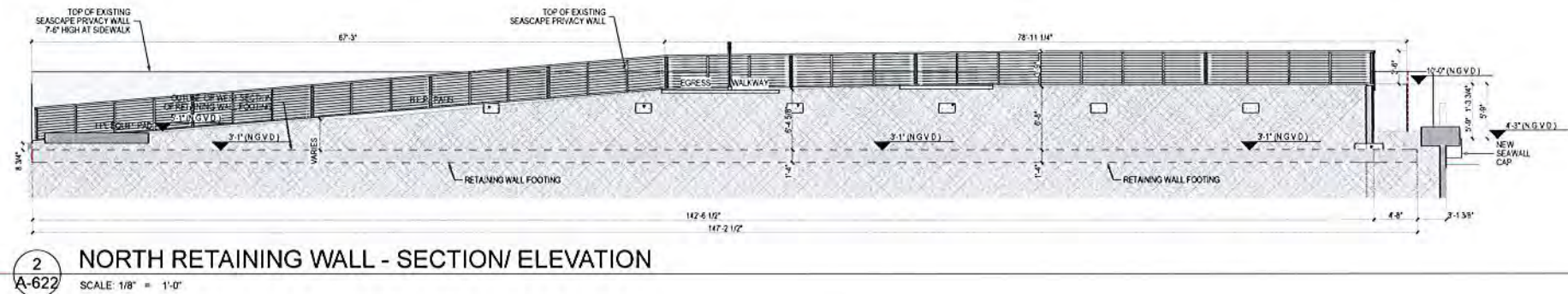
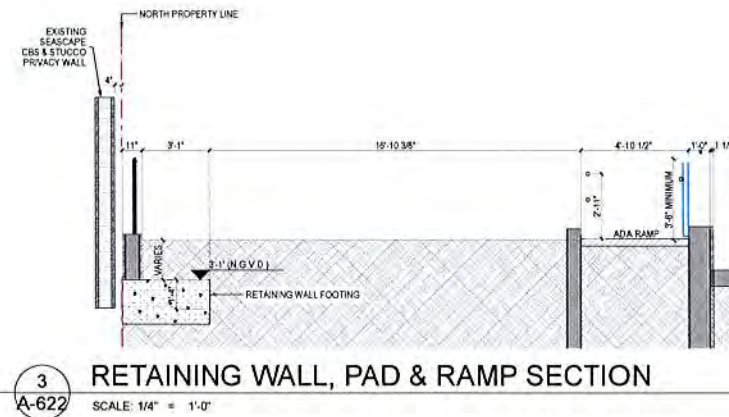
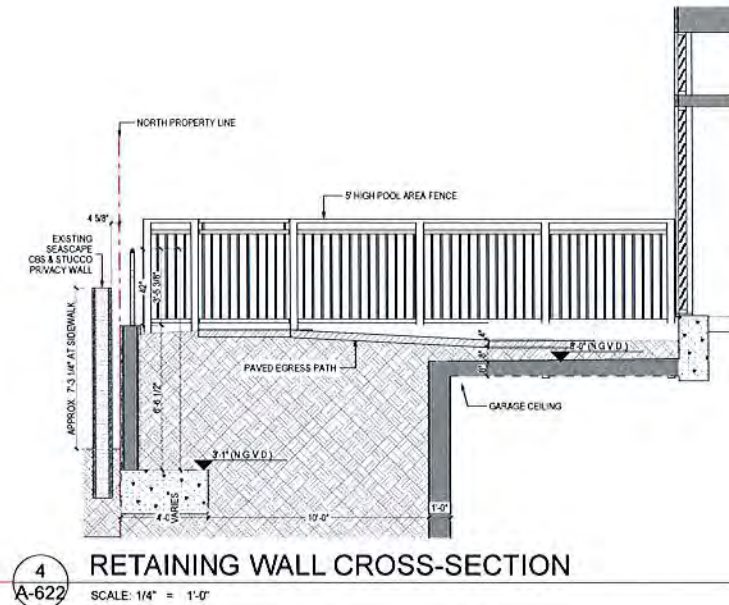
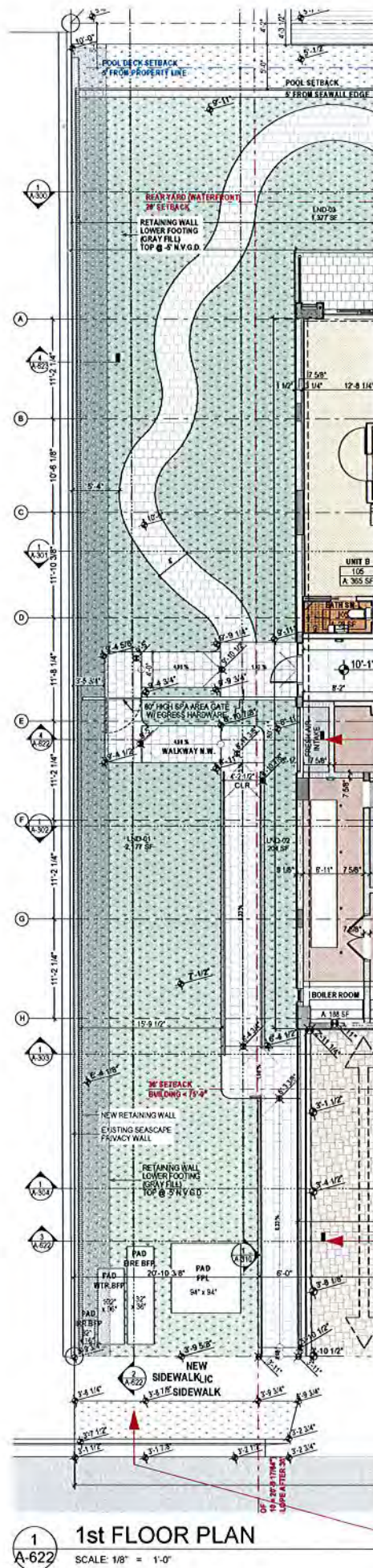
GARBAGE / RECYCLING PICK-UP PROCESS

DETAILS

DATE: 10/15/

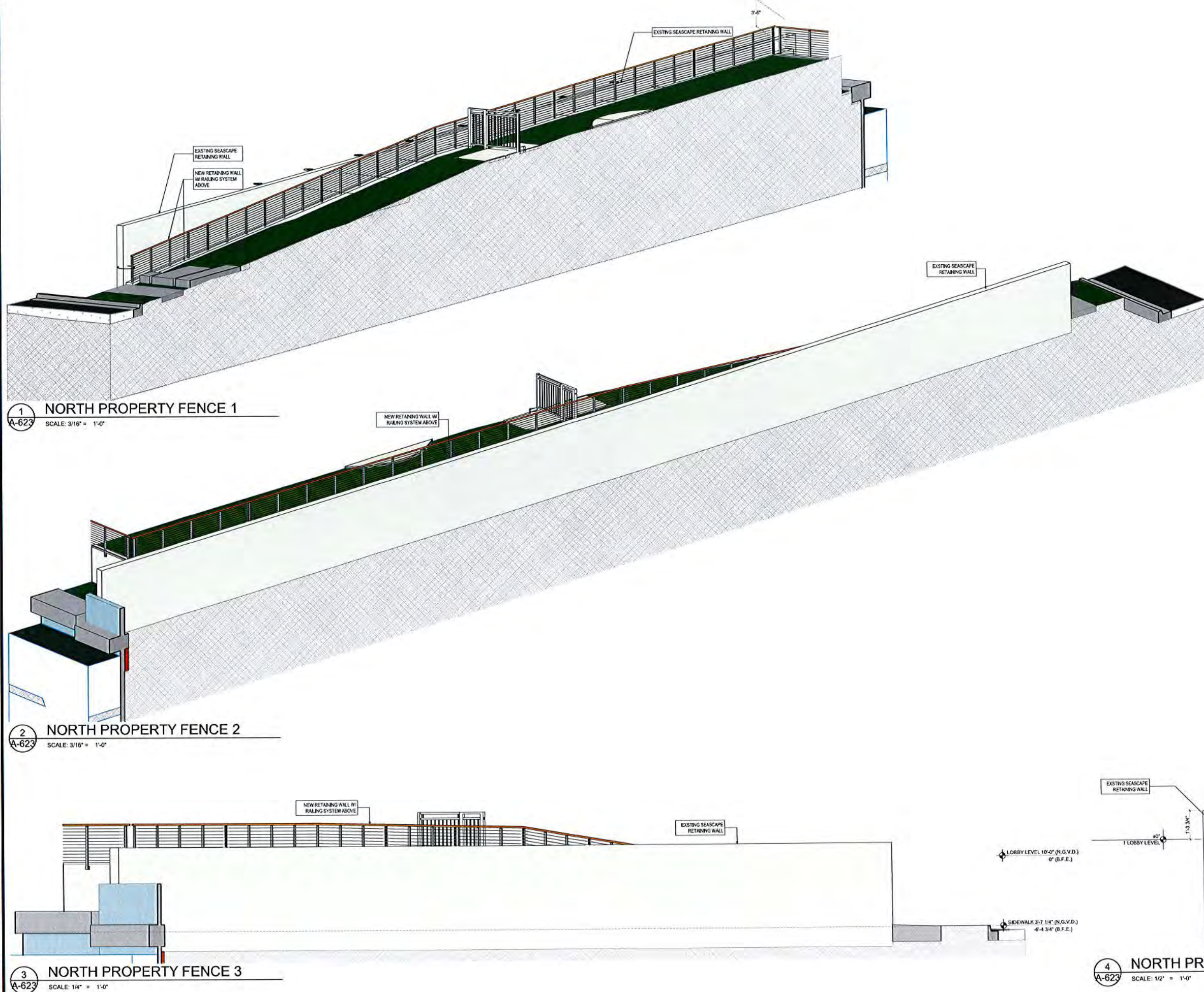
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WM Series: BIMSERVEDX - BIM Series: 10/04/2015 Harbor Bay Harbor



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BM Server: BIMSERVER-1, BM Server: 185Bay Harbor/Harbor



DEVELOPMENT
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AR 96403

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH PROPERTY LINE FENCE

NO.	REVISION	DATE
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A-623

DETAILS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server: 10/15/2015 Harbor/Bay Harbor

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

1 ROOF SCREEN : WEST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

2 ROOF SCREEN : EAST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

3 ROOF SCREEN : SOUTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

4 ROOF SCREEN : NORTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

10 9 8 7 6 5 4 3 2 1
13'-6"
5 ROOF SCREEN : NORTH - SOUTH SECTION
A-626 SCALE: 1/8" = 1'-0"

6 ROOF SCREEN : EAST - WEST SECTION
A-626 SCALE: 1/8" = 1'-0"

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AR 96403

CONSULTANT:

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GRAND BEACH HOTEL BAY HARBOR
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FL 33154

TOP OF ROOF SCREEN & MECHANICAL ROOM DETAILS

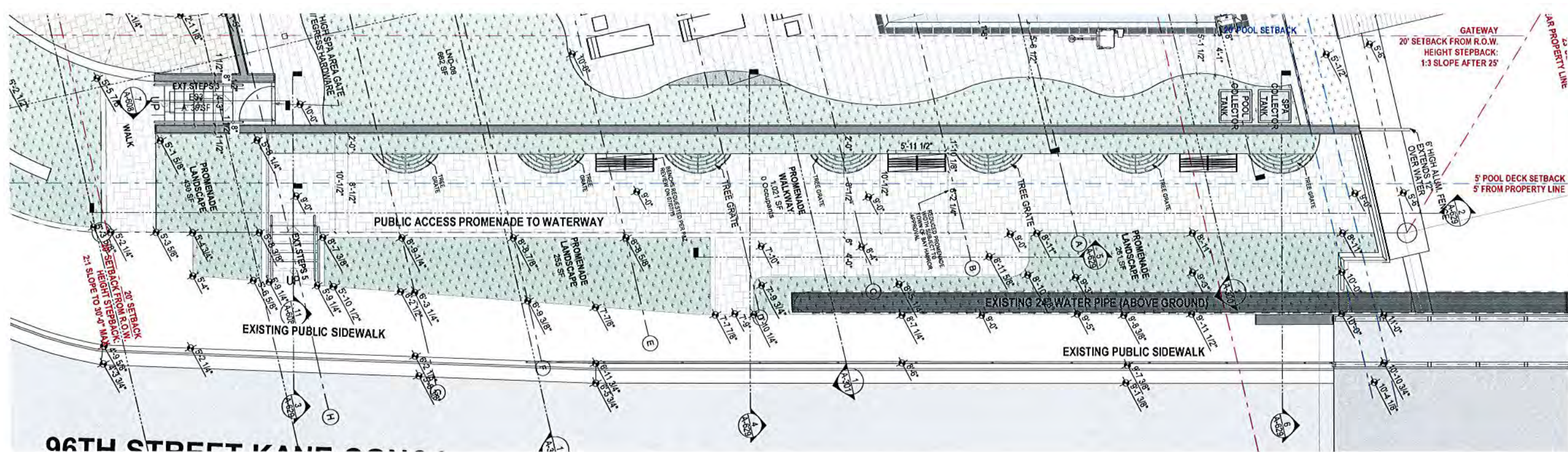
No. REVISION DATE

A-626

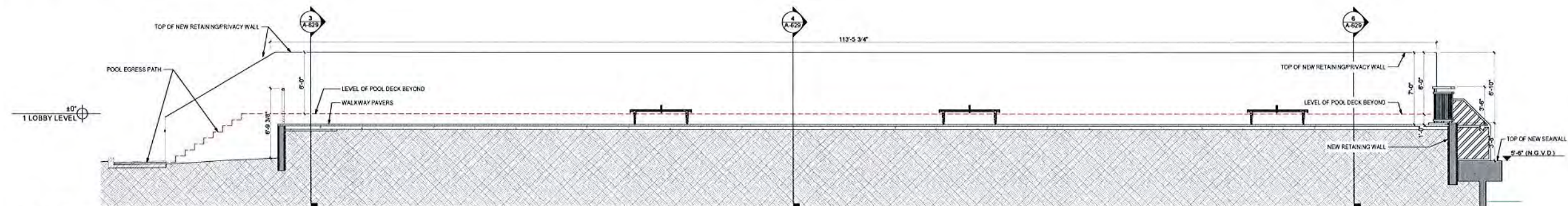
DETAILS
R. DATE
10/15/2015

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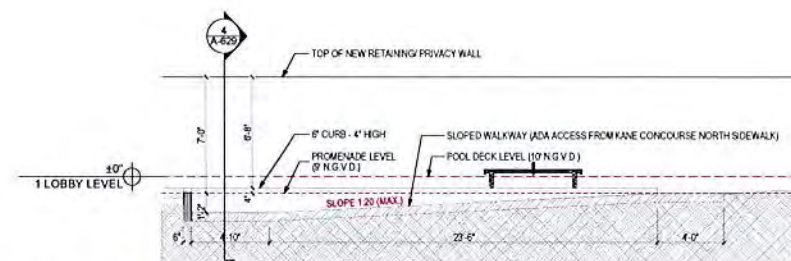
BIM Server: BIMSERVEV2 - BIM Server: Lobby Hotel/Bay Harbor



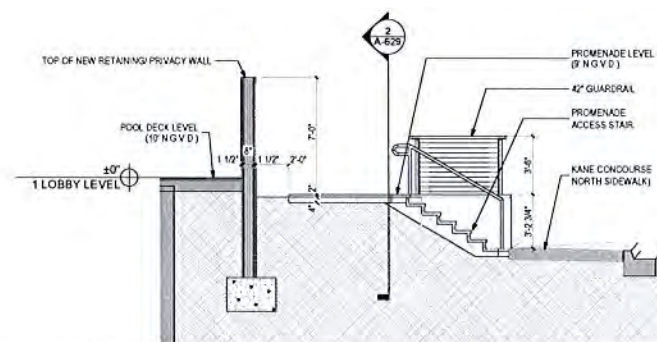
1 1st FLOOR PLAN
A-629 SCALE: 3/16" = 1'-0"



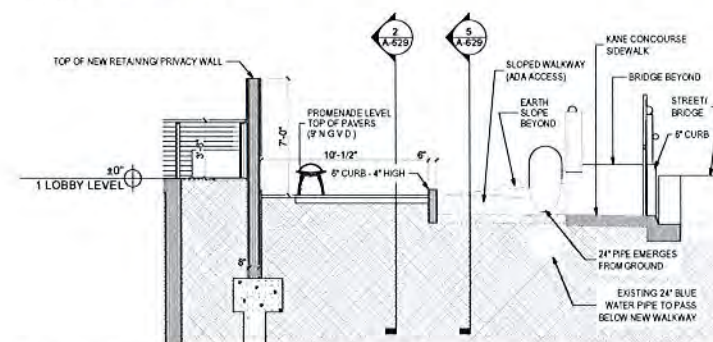
2 Public Promenade-Long E-W Section
A-629 SCALE: 3/16" = 1'-0"



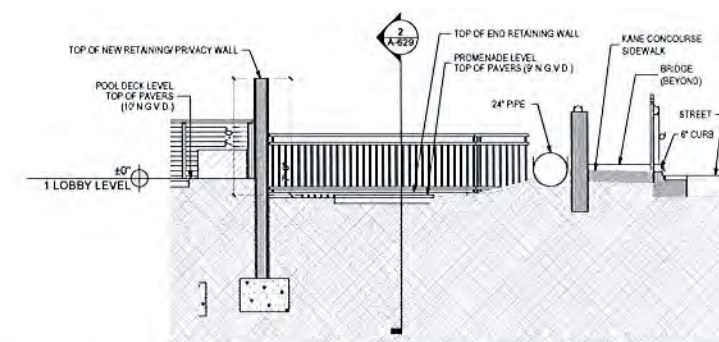
5 Public Promenade-ADA Access E-W Section
A-629 SCALE: 3/16" = 1'-0"



3 Public Promenade-West End N-S Section
A-629 SCALE: 3/16" = 1'-0"



4 Public Promenade-ADA Access N-S Section
A-629 SCALE: 3/16" = 1'-0"



6 Public Promenade-East End N-S Section
A-629 SCALE: 3/16" = 1'-0"

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info@mbdevelopment.net

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AR 96403

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Fort Lauderdale, FL 33304
(954) 561-1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PUBLIC PROMENADE

No. REVISION DATE

A-629

DETAILS
DATE
10/15/2015

[illegible]

No	REVISION	DATE
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R. DATE 10/15/2015

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami-Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

Request:

Grand Beach Hotel in Bay Harbor is requesting the Authority Having Jurisdiction approval for increased Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements (Aerial Apparatus Set-Up Sites section) requirement and the Florida Fire Prevention Code for the property located at 9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154, a proposed hotel.

Description and History:

The proposed subject building is a 7 story hotel with 99 guest rooms. The building has full sprinkler protection throughout. On the North side of the property is the "Seascape Condominium". On the East side is Indian Creek Waterway, and to the South side is Kane Concourse. The South side is jeopardized due to the following: 1) has 2 projections not allowing the setup area requirement of 21' X 36', 2) has the beginning of a slope, and 3) has FPL power lines overhead. Therefore, Aerial Apparatus Setup Site would only be accessible along the East side of the building on Bay Harbor Drive. This does not comply with the Aerial Apparatus Set-Up Sites section within the Miami-Dade Fire Rescue Access Road requirements and the Florida Fire Prevention Code, NFPA 1, Chapter 18, 2010 Edition.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

Aerial Apparatus Set-Up Sites

- Sites shall be provided at the corner of each building over three stories in height and at the approximate center of buildings in excess of 125 feet in length for firefighting operations.
- Sites shall be no closer than 10 feet and no further than 30 feet from any building. Each site shall be a minimum 21 feet wide and 36 feet long with a cross slope no greater than 5 percent.
- Site shall comply with the requirements of the emergency vehicle support capabilities above and also capable of withstanding any point forces resulting from outriggers.

2013 Florida Fire Prevention Code, NFPA 1: 18: 2.3, Fire Department Access Roads requires the following:

NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- Stair width increased to 48" per flight and having 36" doors.
- Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1, F.F.P.C. for apartments and hotels is not allowed).
- Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- Pressurized, enclosed 1 hour rated lobby.

Comments:

None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	G. Ulloa, CFO Fire Prevention Division OIC
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	A. Cominsky, Fire Marshal Fire Prevention Division

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)

STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)

BUILDING TOP OF ROOF 83'-11 3/4" (N.G.V.D.)
73'-11 3/4" (B.F.E.)

LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)

LEVEL 6 - UNITS 63'-6" (N.G.V.D.)
53'-6" (B.F.E.)

LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)

LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)

LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)

LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)

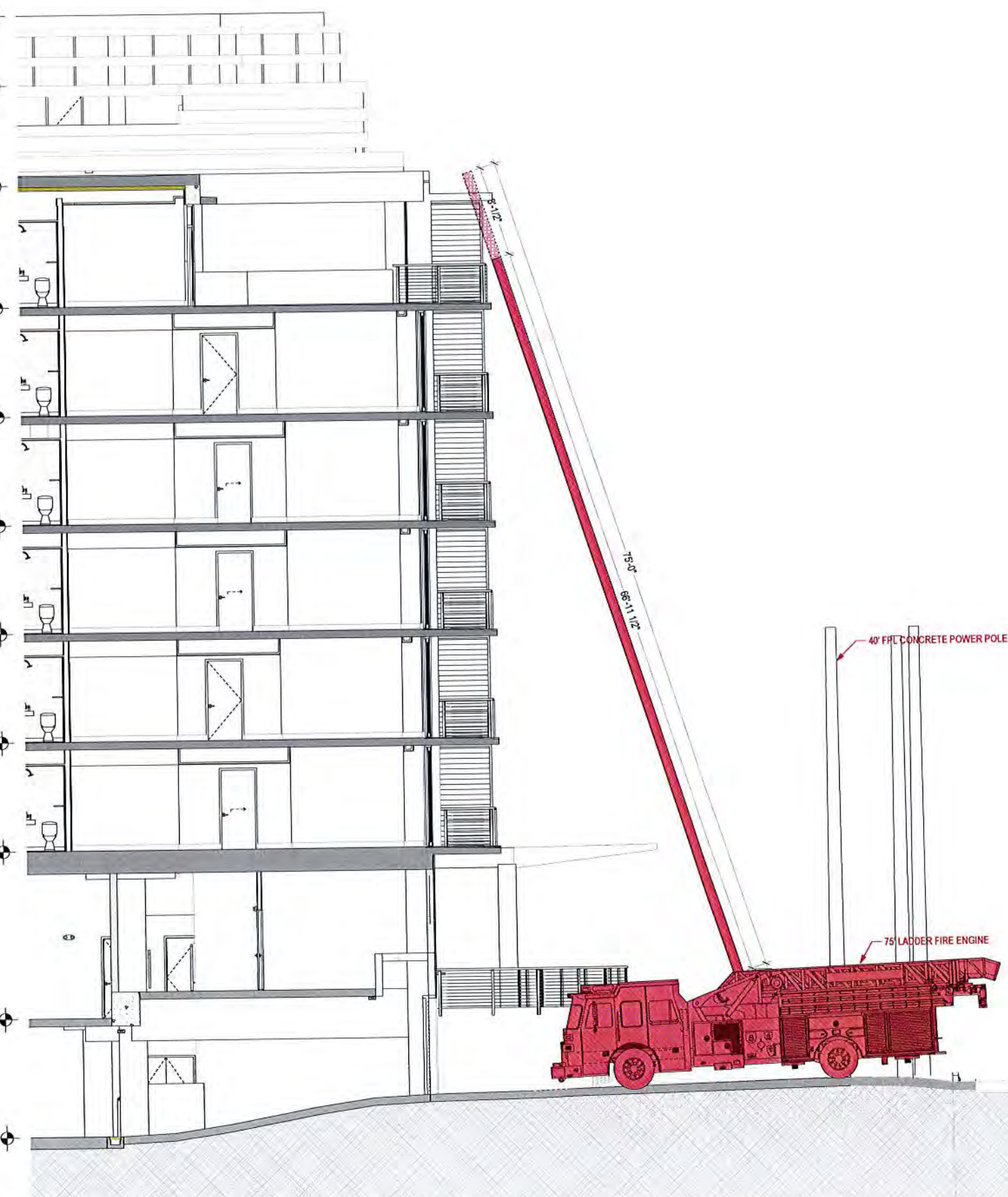
LOBBY LEVEL - GROUND FLOOR 10'-0" (N.G.V.D.)
0" (B.F.E.)

PARKING LEVEL - GARAGE-6" (N.G.V.D.)
-10'-6" (B.F.E.)

01
LS-200

75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW

SCALE: 3/16" = 1'-0"



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info@mbdevelopment.net

ARCHITECT
JOHN R. TOLAN
AIA 95453

CONSULTANT:
CARRIO & CO.
NEWTECHNICAL CONSULTING
JOHN L. CARRIO
10000 W. BAYHARBOR DRIVE, SUITE 100
BAY HARBOR ISLANDS, FL 33154
305.866.1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
FIRE ENGINE NORTH DRIVEWAY SET-UP SECTION VIEW

No. REVISION DATE

LS-200
LIFE SAFETY DETAILS /
SECTIONS
R. DATE
10/15/2015

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BM Server: BMSERVER - BM Server: 100Bay HarborBay Harbor

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

Request:

Grand Beach Hotel in Bay Harbor is requesting the Authority Having Jurisdiction approval for increased Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements (Aerial Apparatus Set-Up Sites section) requirement and the Florida Fire Prevention Code for the property located at 9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154, a proposed hotel.

Description and History:

The proposed subject building is a 7 story hotel with 99 guest rooms. The building has full sprinkler protection throughout. On the North side of the property is the "Seascape Condominium". On the East side is Indian Creek Waterway, and to the South side is Kane Concourse. The South side is jeopardized due to the following: 1) has 2 projections not allowing the setup area requirement of 21' X 36', 2) has the beginning of a slope, and 3) has FPL power lines overhead. Therefore, Aerial Apparatus Setup Site would only be accessible along the East side of the building on Bay Harbor Drive. This does not comply with the Aerial Apparatus Set-Up Sites section within the Miami-Dade Fire Rescue Access Road requirements and the Florida Fire Prevention Code, NFPA 1, Chapter 18, 2010 Edition.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

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- Sites shall be provided at the corner of each building over three stories in height and at the approximate center of buildings in excess of 125 feet in length for firefighting operations.
- Sites shall be no closer than 10 feet and no further than 30 feet from any building. Each site shall be a minimum 21 feet wide and 36 feet long with a cross slope no greater than 5 percent.
- Site shall comply with the requirements of the emergency vehicle support capabilities above and also capable of withstanding any point forces resulting from outriggers.

2013 Florida Fire Prevention Code, NFPA 1: 18.2.3, Fire Department Access Roads requires the following:

NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- A1. Stair width increased to 48" per flight and having 36" doors.
- A2. Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- A3. Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1. F.F.P.C. for apartments and hotels is not allowed).
- A4. Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- A5. Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- A6. Pressurized, enclosed 1 hour rated lobby.

Comments:

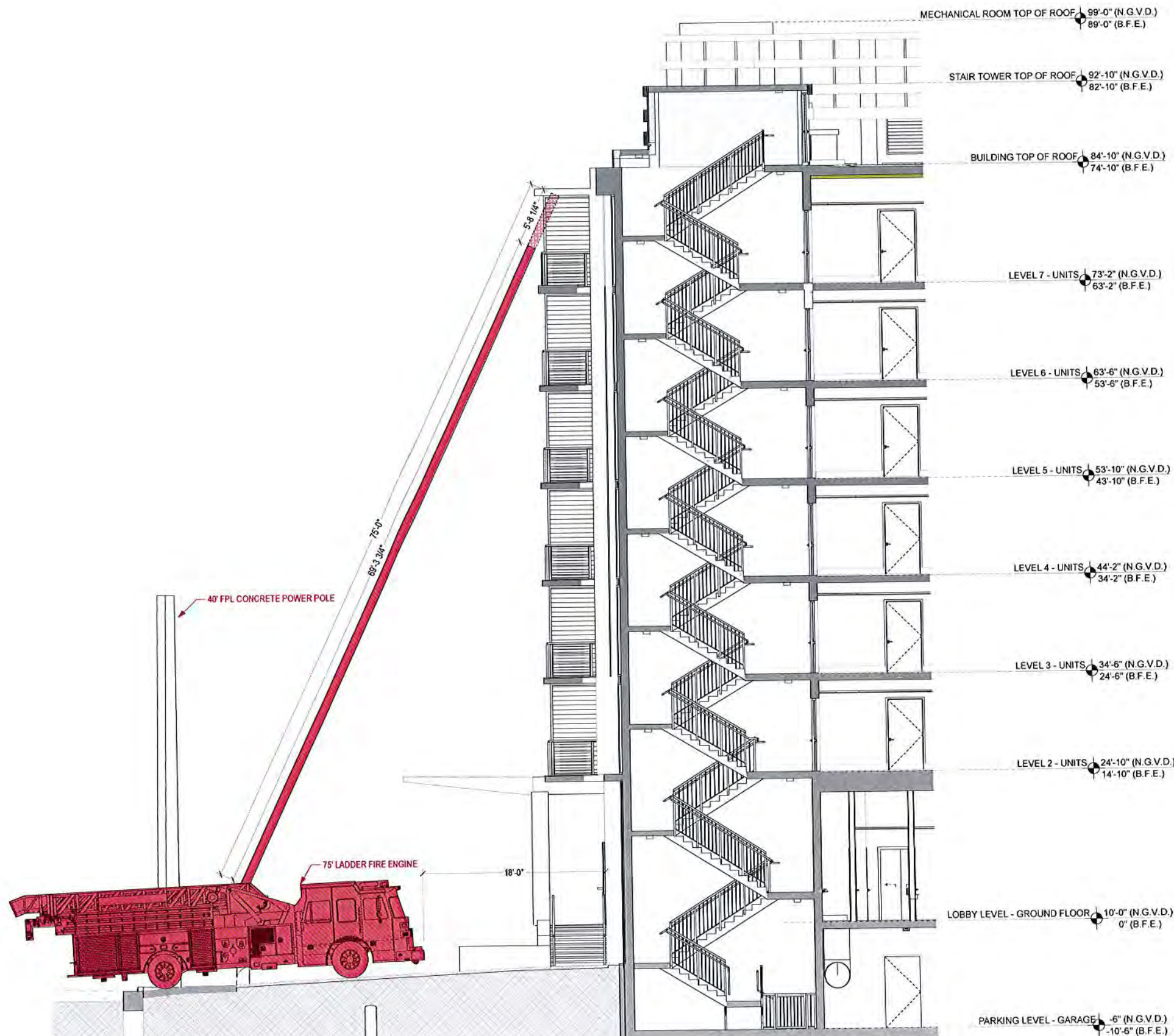
None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	 A. Cominsky, Fire Marshal Fire Prevention Division
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	

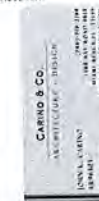


01
S-201
75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW
SCALE: 3/16" = 1'-0"

DEVELOPMENT
9418 Collins Ave
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARINO
AS 9403

CONSULTANT:



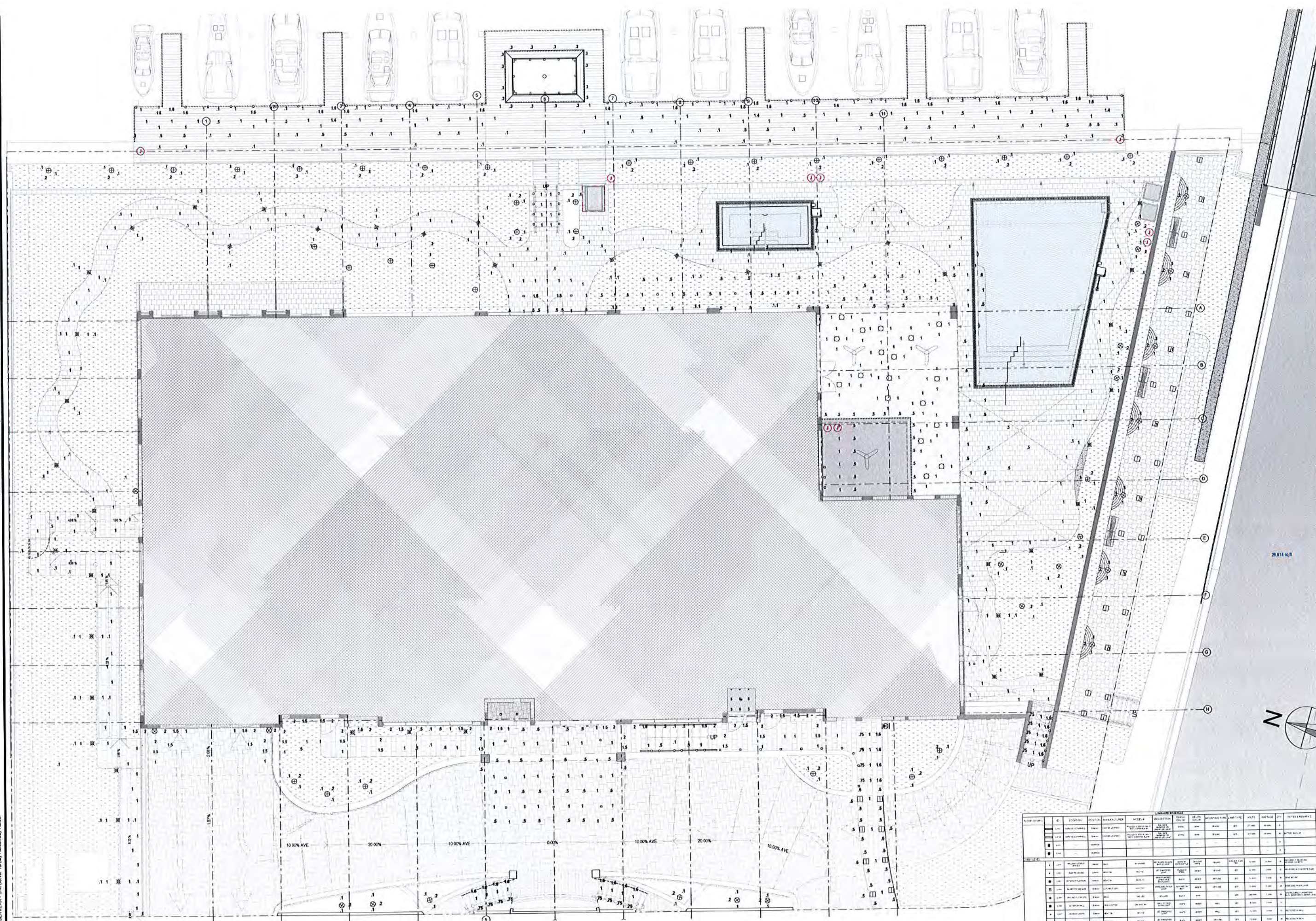
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
FIRE ENGINE SOUTH DRIVEWAY SET-UP SECTION VIEW

NO REVISION DATE

LS-201
LIFE SAFETY DETAILS /
SECTIONS
R. DATE
10/15/2015

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BM Survey: BMG-1001, BM Survey: 10 Bay Harbor Blvd



1 GROUND FLOOR LIGHTING PLAN

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

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JOHN K. CARINO
AR 96403

CONSULTANT:

CARINO & CO.
ARCHITECTS & PLANNERS
PUNYA, CARINO
10000 W. BAYHARBOR BLVD
SUITE 100, FL 33154
TEL: 305.444.1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

GROUND FLOOR LIGHTING PLAN

No. REVISION DATE

LIG-101

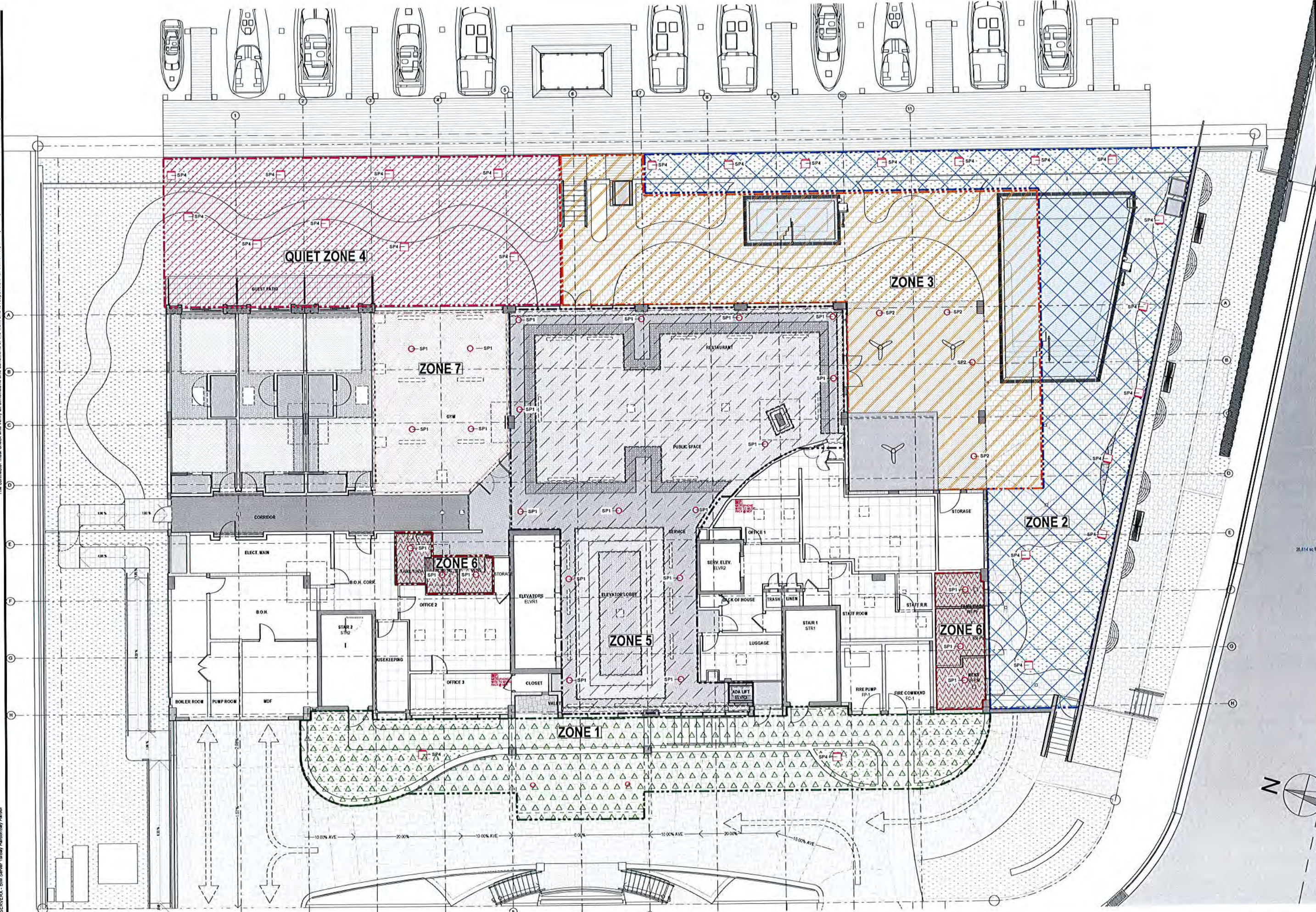
LIGHTING PLAN

DATE

10/15/2015

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BM Server: BIMSERVER - BM Server - Lobby - Lobby Bay Harbor



1 LOBBY LEVEL - MUSIC
LV-101M SCALE: 1/8" = 1'-0"

0 4 8 16

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Miami Beach, FL 33154
info@mbdevelopment.net

SEAL

CONSULTANT:

RJ MIRANDA
CONSULTANTS, INC.
R.J. MIRANDA P.E. No. 35579
Ph: (305) 310 7648
rmiranda@ucfeng.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

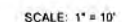
LEVEL 1 - LOBBY | LOW VOLTAGE MUSIC PLAN

No. REVISION DATE

LV-101M

LOW VOLTAGE PLANS

R. DATE 10/15/2015



	PROPERTY LINE
	PROP. BUILDING
	EXIST. DRAINAGE LINES
	EXIST. WATERMAIN LINE
	EXIST. SANITARY SEWER LINE
	EXIST. FIRE HYDRANT
	EXIST. WATER MAIN VALVE
	EXIST. SANITARY SEWER MANHOLE
	PROP. SANITARY SEWER LATERAL
	PROP. SANITARY SEWER CLEANOUT
	PROP. GREASE INTERCEPTOR
	PROP. WATER METER
	BACTERIOLOGICAL SAMPLING POINT (BSP)
	PROP. FIRE DEPARTMENT CONNECTION (FDC)
	PROP. IRRIGATION BACKFLOW PREVENTER
	PROP. DOMESTIC BACKFLOW PREVENTER
	PROP. DOUBLE DETECTION CHECK

- NOTES:**
1. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
 3. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES, ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
 4. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
 5. CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
 6. ALL PROPOSED FIRE LINES, MAINS, SERVICES, "SIAMSE" CONNECTION LINES ETC. TO BE DESIGNED AND INSTALLED BY STATE LICENSED FIRE LINE CONTRACTOR PER F.S. 633.
 7. ALL FIRE LINES TO BE INSPECTED BY CERTIFIED FIRE LINE INSPECTORS
 8. UPON COMPLETION OF REQUIRED TESTING, THE STATE LICENSED FIRE LINE CONTRACTOR SHALL ISSUE A "LICENSED UNDERGROUND TEST CERTIFICATE" PRIOR TO ACCEPTANCE FOR PLACING FIRE LINE INTO SERVICE.
 9. CONTRACTOR TO MAINTAIN 5' CLEARANCE FROM ANY EXISTING TREES OR POLES.
 10. WATER VALVES SHALL HAVE A BLUE COVER IF POSSIBLE. FIRE VALVES SHALL HAVE A RED VALVE IF POSSIBLE.

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
DAVE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808



ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/11/15

GRAND BEACH HOTEL - BAY HARBOR

BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER PLAN

SCALE: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____

C-3



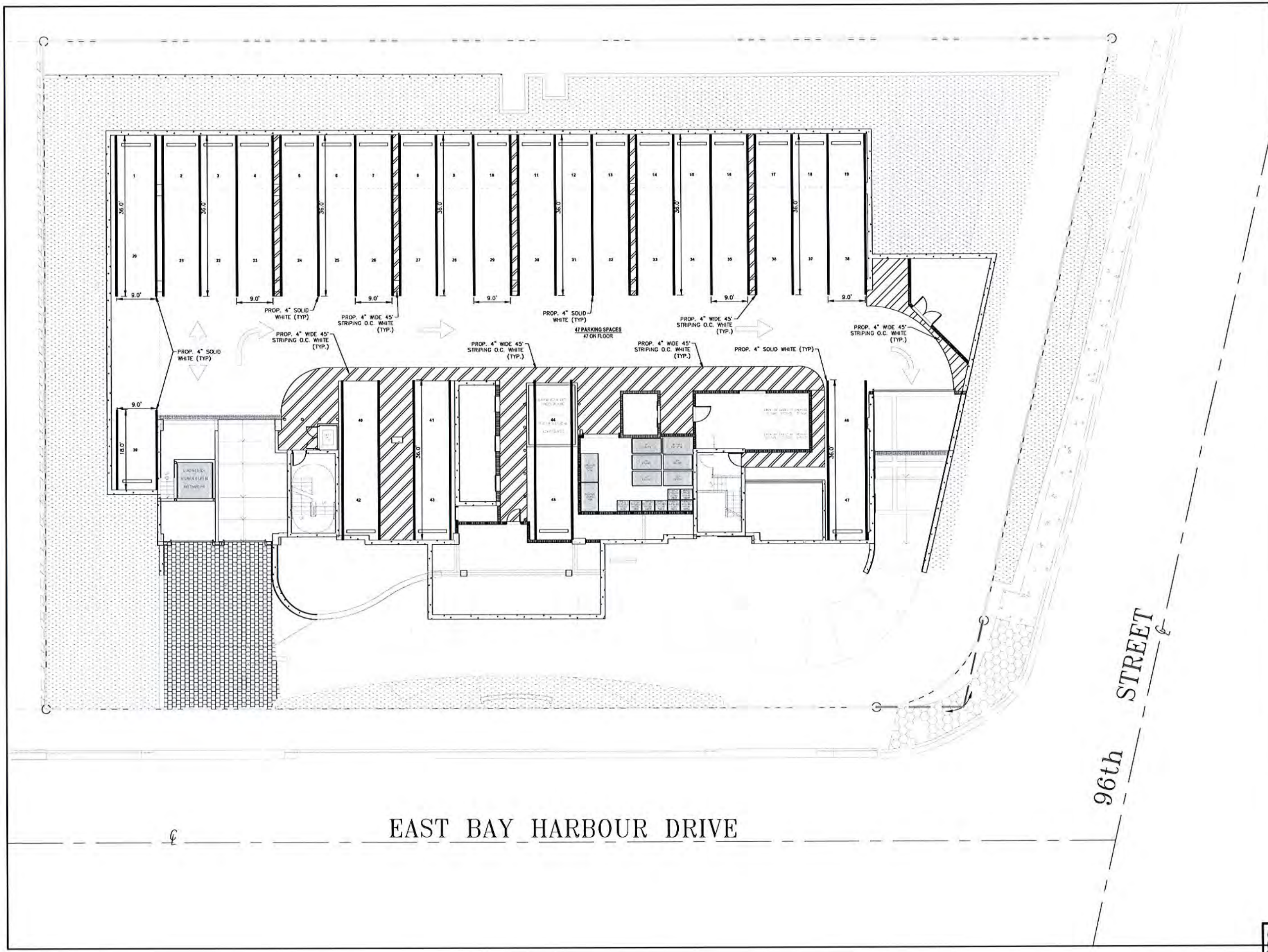
PROPOSED HOTEL BUILDING
F.F.E = 10.08' NGVD

EAST BAY HARBOUR DRIVE

CONNECT TO EXST.
10" SAN. SEWER
MAIN WITH TWO (2)
10" RIGID FERNCO
COUPLINGS &
CUT-IN 10"x6" WYE

MAINTAIN 5" CLEARANCE
(MIN) BETWEEN PROP.
SANITARY SEWER LATERAL
& EXIST. 16" FM

IF SEWER ABOVE WATER MAIN
ADDITIONAL CONSIDERATION FOR
ADEQUATE SEPARATION SHALL
BE MADE



NO.	DATE	REMARKS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
DAVE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808



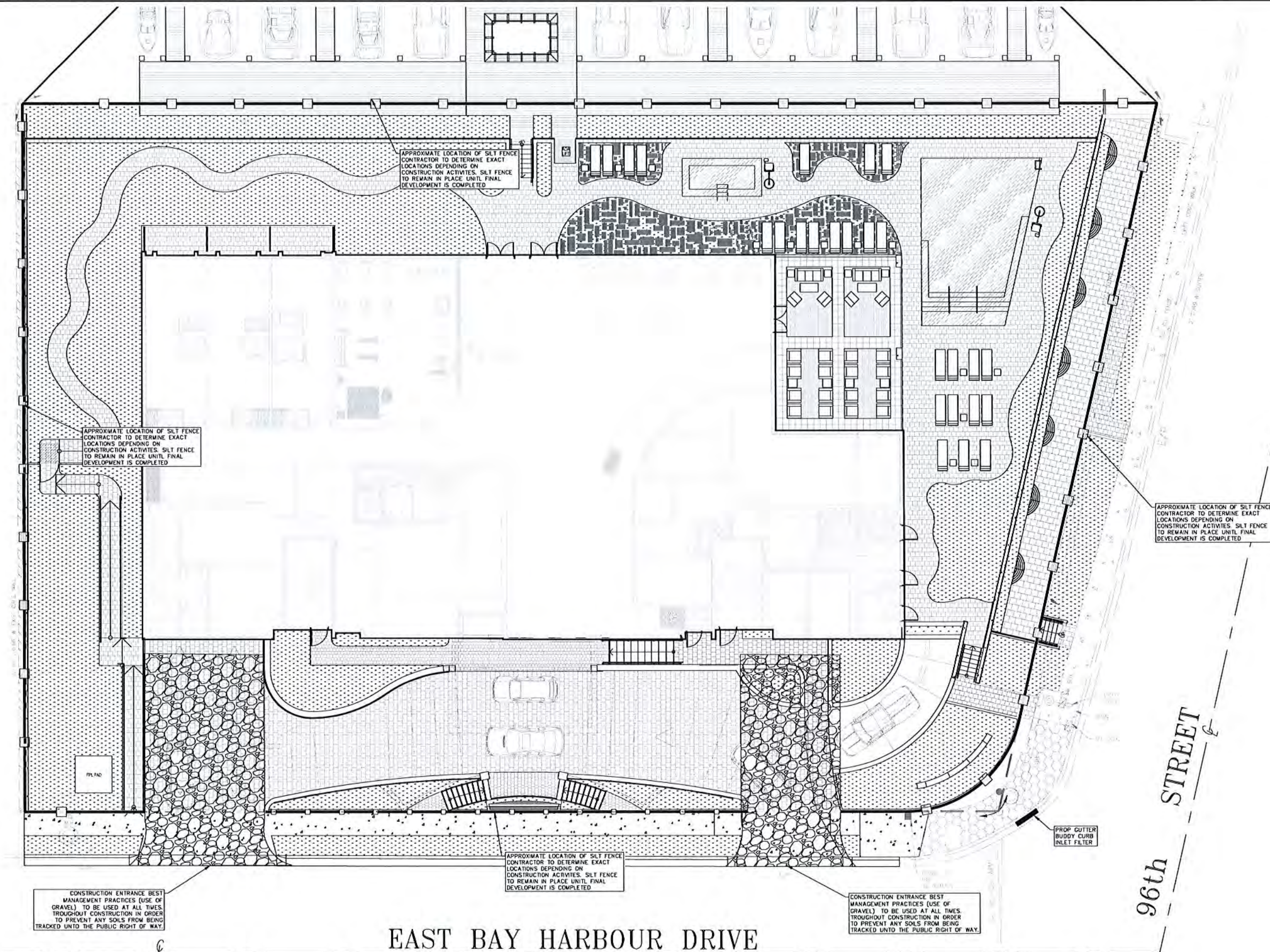
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

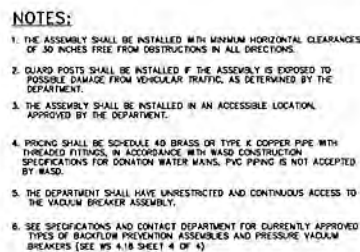
GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

PAVEMENT MARKING AND SIGNAGE PLAN

SCALE:
DRAWN BY:
CHECKED BY:
DATE:







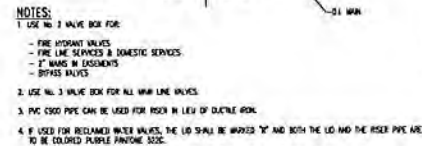
MDWASD DETAIL WS 4.19
PRESSURE VACUUM BREAKER
IRRIGATION SYSTEM ONLY



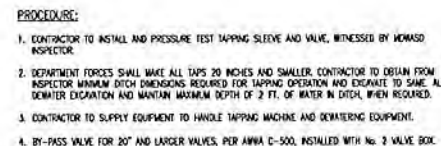
MDWASD DETAIL WS 4.18
REDUCED PRESSURE ZONE BACKFLOW
PREVENTER FOR WATER SERVICE
2 1/2" THRU 10" L



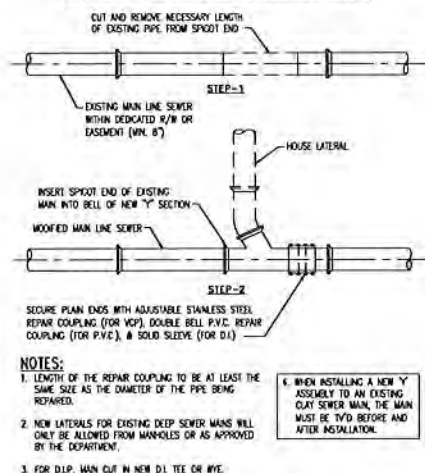
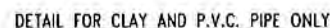
MDWASD DETAIL WS 4.20
DOUBLE DETECTOR CHECK VALVE ASSEMBLY FOR
FIRELINE SERVICE



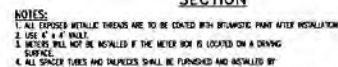
MDWASD DETAIL WS 1.0
TYPICAL GATE VALVE SETTING
(SMALLER THAN 16")



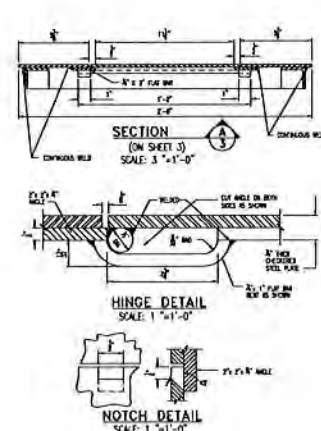
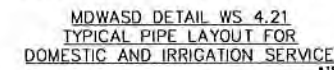
MDWASD DETAIL GS 1.8
TAPPING SLEEVE AND VALVE INSTALLATION



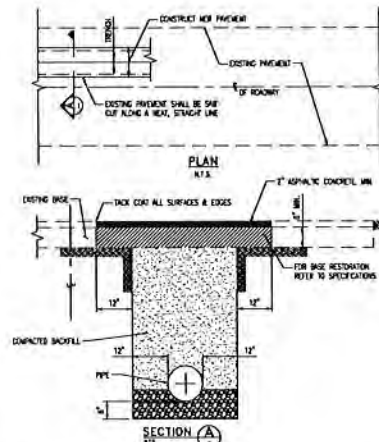
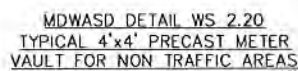
MDWASD DETAIL SS 1.0
GRAVITY SEWER SERVICE LATERAL FOR "SHALLOW" SEWERS



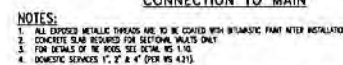
MDWASD DETAIL WS 4.21
DUAL 2" METER INSTALLATION FOR
TYPICAL 4" DOMESTIC SERVICE LINES



MDWASD DETAIL WS 2.17
TYPICAL STEEL COVER PLATE FOR
NON TRAFFIC AREAS



TYPICAL PAVEMENT RESTORATION DETAIL



MDWASD DETAIL WS 4.20
TYPICAL FIRE & DOMESTIC WATER
SERVICE CONNECTIONS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808



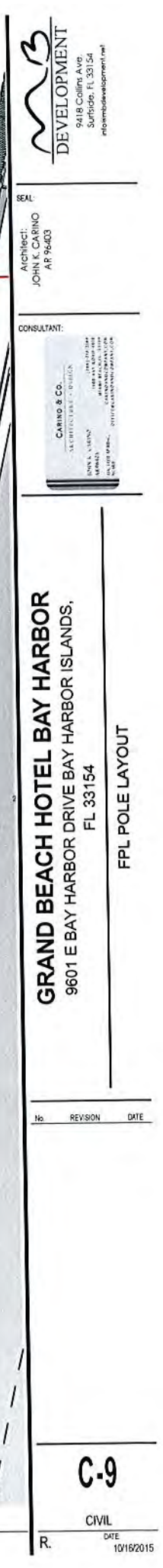
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER DETAILS

SCALE:
DRAWN BY:
CHECKED BY:
DATE:

C-7

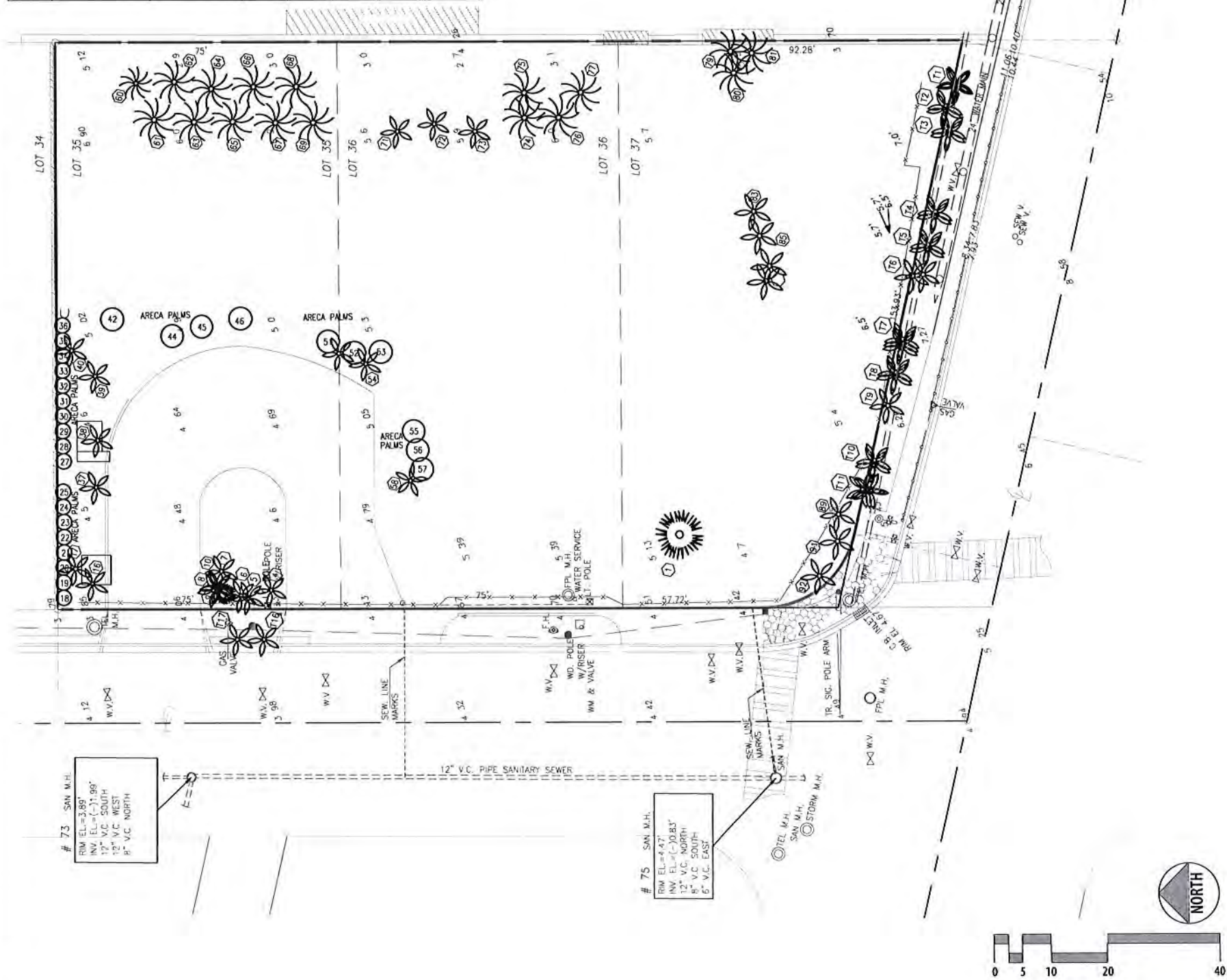


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BM Survey: BMSEVERKX - BM Survey 10 Bay Harbor Bay Harbor

TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD
2	REMOVED						
3	REMOVED						
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD
10	Dictyosperma album	Hurricane Palm		4	25	6	GOOD
11	REMOVED						
12	REMOVED						
13	REMOVED						
14	REMOVED						
15	REMOVED						
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
26	REMOVED						
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	
41	REMOVED						
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
43	REMOVED						
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
47	REMOVED						
48	REMOVED						
49	REMOVED						
50	REMOVED						
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
58	Phoenix roebellii	Pinyon Date Palm	5	9	5	GOOD	
59	REMOVED						
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
70	REMOVED						
71	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
72	Psychosperma macarturii	Macarthur Palm	3	4	35	5	GOOD
73	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
78	REMOVED						
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
82	REMOVED						
83	Veitchia merillii	Christmas Palm	7	25	6	POOR	
84	REMOVED						
85	Veitchia merillii	Christmas Palm	7	25	6	POOR	
86	Veitchia merillii	Christmas Palm	7	25	6	POOR	
87	Veitchia merillii	Christmas Palm	7	25	6	POOR	
88	Veitchia merillii	Christmas Palm	7	25	6	POOR	
89	Washingtonia filifera	California Fan Palm	12	40	10	FAIR	

TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
90	REMOVED						
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR
T1	Veitchia merillii	Christmas Palm	3	6	20	10	FAIR
T2	Veitchia merillii	Christmas Palm	2	6	25	7	FAIR
T3	Veitchia merillii	Christmas Palm	2	7	30	10	FAIR
T4	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T5	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T6	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T7	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T8	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T9	Veitchia merillii	Christmas Palm	2	8	30	10	FAIR
T10	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T11	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T12	REMOVED						
T13	REMOVED						
T14	REMOVED						
T15	REMOVED						
T16	Veitchia merillii	Christmas Palm		4	20	6	GOOD
T17	Veitchia merillii	Christmas Palm		4	20	6	GOOD



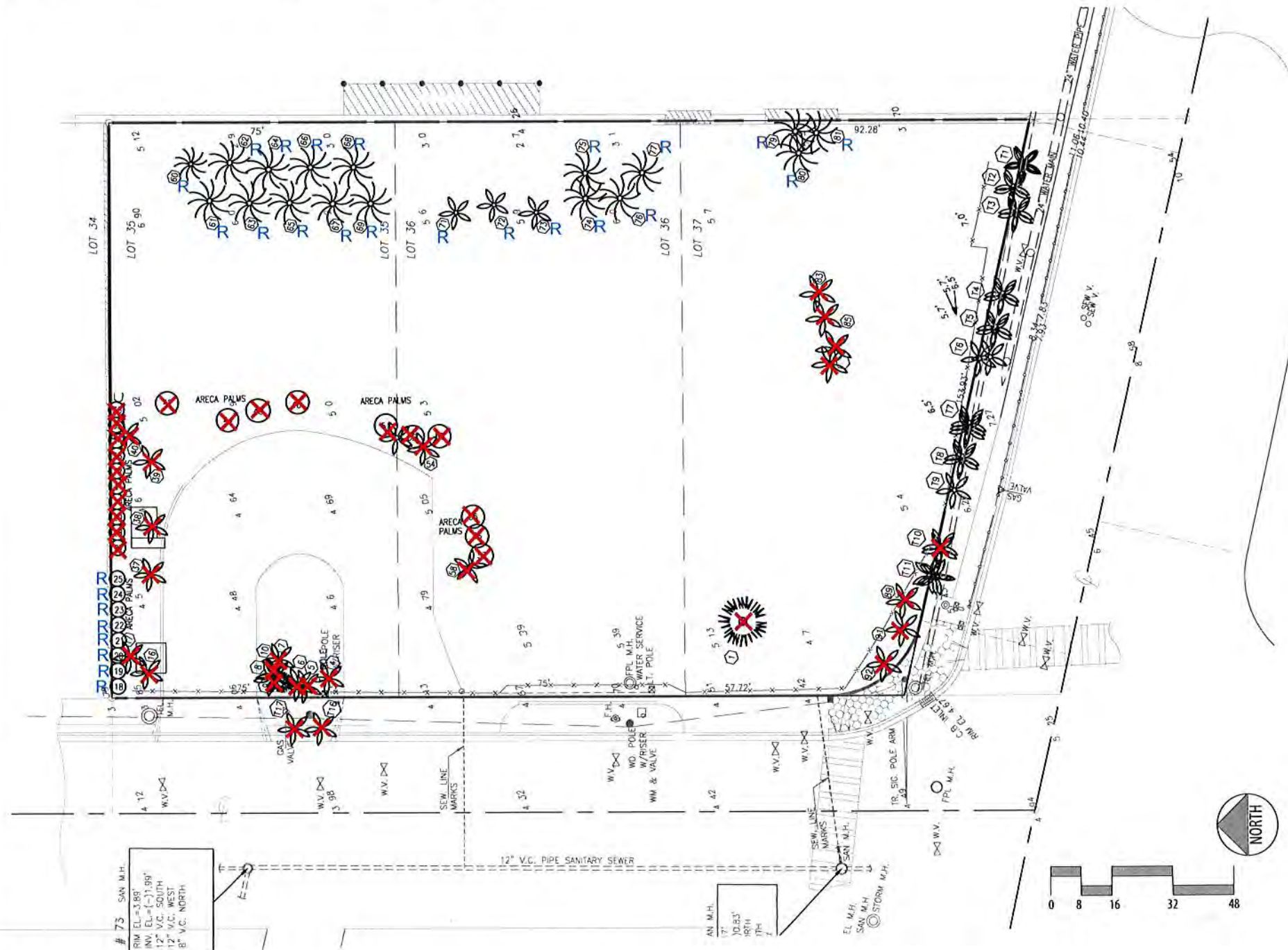
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BIM Server: BIMSERVEERX - BIM Server - 10/15/2015 - Harbor

TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD	REMOVE
2	REMOVED							
3	REMOVED							
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR	REMOVE
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR	REMOVE
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD	REMOVE
10	Dactyloperma album	Hurricane Palm		4	25	6	GOOD	RELOCATE ON SITE
11	REMOVED							
12	REMOVED							
13	REMOVED							
14	REMOVED							
15	REMOVED							
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR	REMOVE
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
26	REMOVED							
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	REMOVE	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	REMOVE	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	REMOVE	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	REMOVE	
41	REMOVED							
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
43	REMOVED							
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
47	REMOVED							
48	REMOVED							
49	REMOVED							
50	REMOVED							
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	REMOVE	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD	REMOVE
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
58	Phoenix roebelinii	Pigmy Date Palm	5	9	5	5	GOOD	REMOVE
59	REMOVED							
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	RELOCATE ON SITE	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	RELOCATE ON SITE	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
70	REMOVED							
71	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
72	Psychosperma macarturi	Macarthur Palm	3	4	35	5	GOOD	RELOCATE ON SITE
73	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	RELOCATE ON SITE	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
78	REMOVED							
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
82	REMOVED							
83	Yuccia merilla	Christmas Palm		7	25	6	POOR	REMOVE
84	REMOVED							
85	Yuccia merilla	Christmas Palm		7	25	6	POOR	REMOVE
86	Yuccia merilla	Christmas Palm		7	25	6	POOR	REMOVE
87	Yuccia merilla	Christmas Palm		7	25	6	POOR	REMOVE
88	Yuccia merilla	Christmas Palm		7	25	6	POOR	REMOVE
89	Washingtonia filifera	California Fan Palm		12	40	10	FAIR	REMOVE

TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
90	REMOVED							
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR	REMOVE
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR	REMOVE
101	Yucca meridensis	Christmas Palm	3	6	20	10	FAIR	REMAIN IN PLACE
102	Yucca meridensis	Christmas Palm	2	6	25	7	FAIR	REMAIN IN PLACE
103	Yucca meridensis	Christmas Palm	2	7	30	10	FAIR	REMAIN IN PLACE
104	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
105	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
106	Yucca meridensis	Christmas Palm	2	8	40	10	FAIR	REMAIN IN PLACE
107	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
108	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
109	Yucca meridensis	Christmas Palm	2	8	30	10	FAIR	REMAIN IN PLACE
110	Yucca meridensis	Christmas Palm	2	8	40	10	FAIR	REMOVE
111	Yucca meridensis	Christmas Palm	3	6	40	10	FAIR	REMAIN IN PLACE
112	REMOVED							
113	REMOVED							
114	REMOVED							
115	REMOVED							
116	Yucca meridensis	Christmas Palm		4	20	6	GOOD	REMOVE
117	Yucca meridensis	Christmas Palm		4	20	6	GOOD	REMOVE

LEGEND	
	REMAIN IN PLACE
R	RELOCATE ON SITE
X	REMOVE



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SERIAL A. SABA
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FL 33154

TREE DISPOSITION

NO. REVISION DATE

L-002

LANDSCAPE

DATE 10/15/2015



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FI 33154

LANDSCAPE CALCULATIONS AND NOTES

No.	REVISION	DATE
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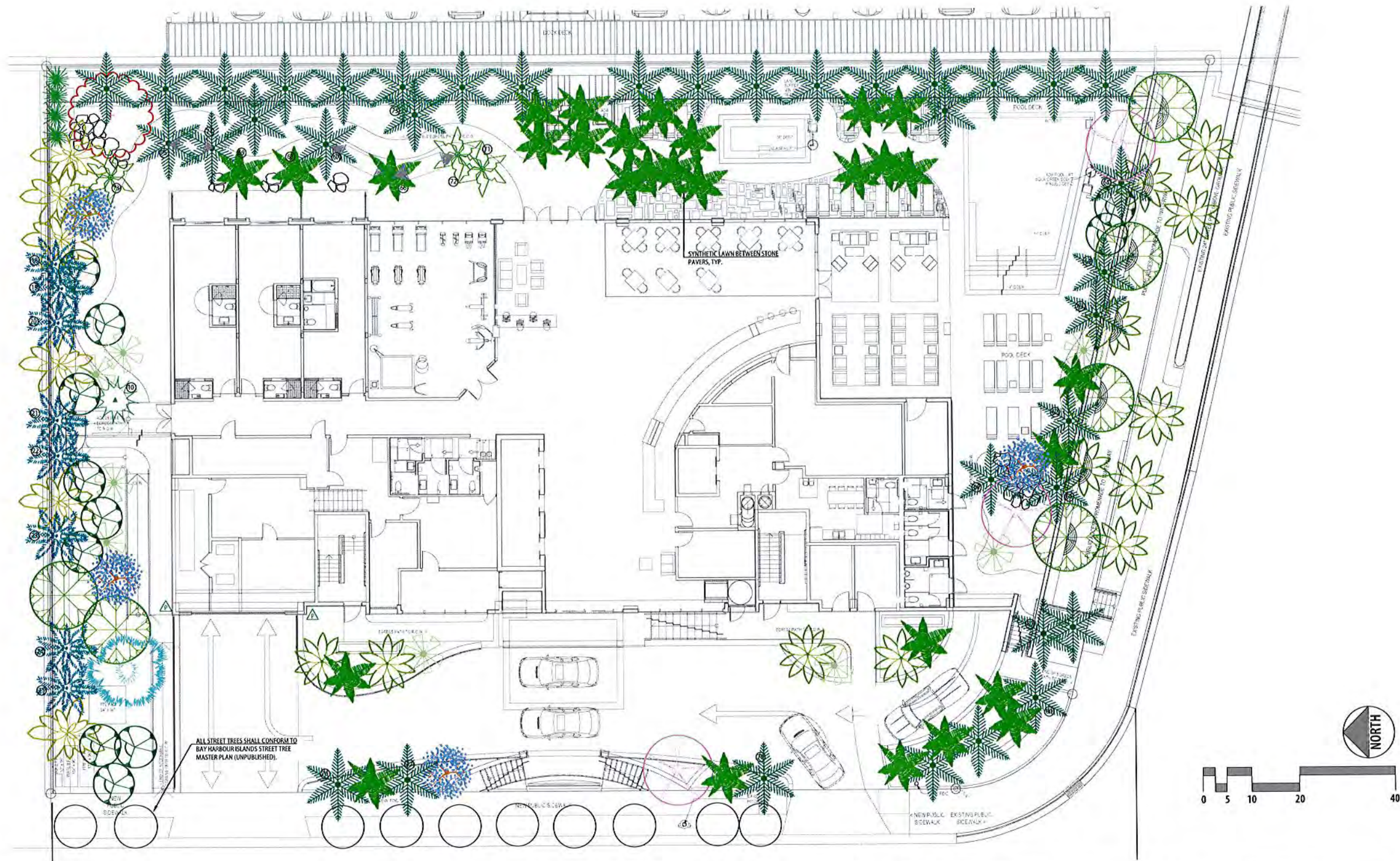
LANDSCAPE

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DATE
10/15/2015

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Bill Server, BIMSERVERX - Bill Server 18 Bay Harbor Blvd



TREE and PALM LEGEND

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
4		Bauhinia blakeana	Hong Kong Orchid Tree	12' OA HT, 2" DIA	
1		Bismarckia nobilis	Bismarck Palm	10' CT	
6		Bursera simaruba	Gumbo Limbo	16' OA HT, 2" DIA	
33		Carpentaria acuminata	Carpentaria Palm	20' OA HT	
6		Caryota mitis	Clumping Fishtail Palm	MIN 20' OA HT	
3		Chorisia speciosa	Floss Silk Tree	18' OA HT, 2" DIA	

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
12		Coccoloba diversifolia	Pigeon Plum	12' OA HT, 2" DIA	
17		Cocos nucifera	Coconut	N/A	Relocated from on site
20		Cocos nucifera 'Green Malayan'	Green Malayan Coconut Palm	14' to 25' GW	FG, MIN. 7 FRONDS, BR, CERTIFIED JAMAICAN MALAYAN
1		Delonix regia	Royal poinciana	14' OA Height 2" DIA	
1		Dictyosperma album	Hurricane Palm	N/A	Relocated from on site
8		Dypsis lutescens	Areca Palm	N/A	Relocated from on site

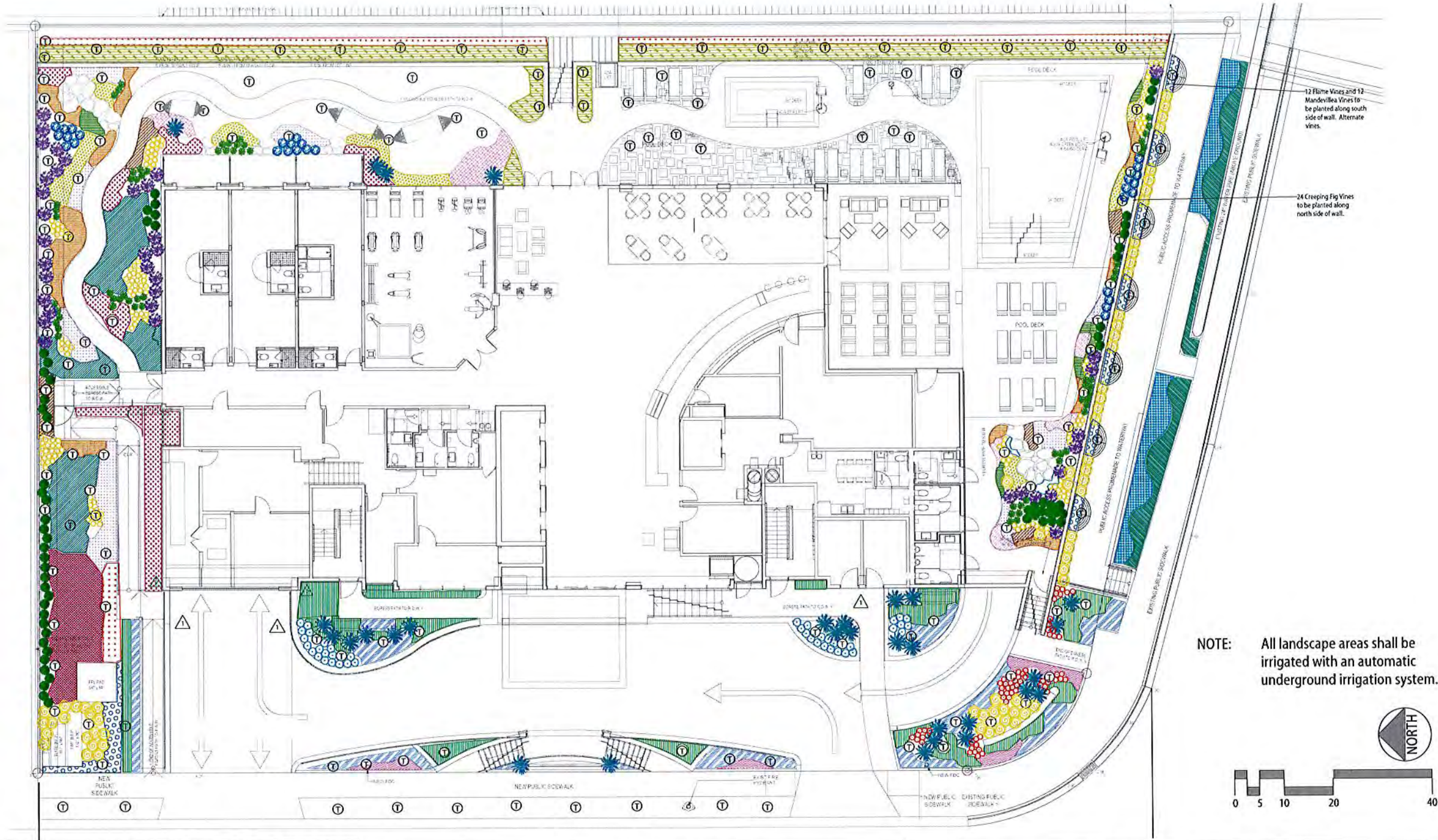
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
15		Hyophorbe verschaffelii	Spindle Palm	6' CT	
3		Psychosperma macartii	Macarthur Palm	N/A	Relocated from on site
4		Rhaps excelsa	Lady palm	12' OA	
12		Roystonea regia	Florida Royal palm	20' MIN GW	Royal Palms along Kane Concourse shall match those on opposite side (15' OAH).
		ALL STREET TREES SHALL CONFORM TO BAY HARBOUR ISLANDS STREET TREE MASTER PLAN (UNPUBLISHED).			

NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.

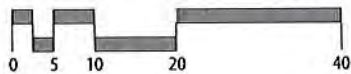
GROUND FLOOR : TREE & PALM PLAN

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NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.



QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
59		Alcasia macrorrhiza 'Black Stem'	Wild Taro	3 Gal.			
185		Alpinia zerumbet	Shell Ginger	3 Gal.			
749		Asparagus densiflorus 'Meyersii'	Forttail Fern	3 Gal.	8" O.C.		X
817		Begonia odorata 'Alba'	Begonia	1 Gal.	6" O.C.		
41		Brunfelsia grandiflora	Yesterday-Today-and-Tomorrow	15 Gal.			
256		Caladium sp.	Caladium	1 Gal.	6" O.C.		
49		Conocarpus erectus var. sericeus	Silver Buttonwood	3 Gal.	24" O.C.	X	X
71		Cordyline frutescens 'Black Magic'	Black Magic	3 Gal.			
25		Cycas revoluta	Sago Palm	15 Gal.			
381		Dianella sp.	Flax Lily	3 Gal.	8" O.C.		
75		Ficus 'Green Island'	Green Island Ficus	3 Gal.	18" O.C.		X

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
65		Galphimia glauca	Thyrallis	7 Gal.			X
342		Hemerocallis sp.	Day Lily	3 Gal.	12" O.C.		X
582		Kalanchoe blossfeldiana	Kalanchoe	1 Gal.	6" O.C.		
256		Kalanchoe thyrsiflora	Flapjack	1 Gal.	6" O.C.		
182		Lantana montevidensis	Trailing Lantana	3 Gal.	24" O.C.		X
63		Monstera deliciosa	Swiss Cheese Plant	3 Gal.	24" O.C.		
116		Nephrolepis biserrata	Madro Fern	3 Gal.	18" O.C.	X	X
79		Pentas lanceolata	Pentas	3 Gal.	18" O.C.		X
250		Philodendron 'Burle Marx'	Philodendron	3 Gal.	8" O.C.		
59		Phyllostachys nigra	Black Bamboo	15 Gal.			
121		Plumbago auriculata	Plumbago	3 Gal.			X

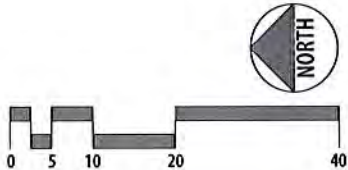
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
1332		Ruella brittoniana	Mexican Petunia	1 Gal.	6" O.C.		
744		Spathoglottis 'Berry'	Ground orchid	3 Gal.	8" O.C.		
53		Zamia pumila	Coontie	3 Gal.	24" O.C.	X	X
962 SF		Stenotaphrum secundatum 'Palmetto'	St. Augustine	Sod			

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	NATIVE	LOW MAINTENANCE
324		Pyrostegia venusta	Flame Vine	15 Gal.			X
265		Mandevilla spp.	Mandevilla spp.	15 Gal.			X
408		Ficus pumila	Creeping Fig	15 Gal.			X

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BIM Server: BIMSERVERX - BIM Server 10 Bay Harbor Bay Harbor

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sago palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
12		Pachypodium lamerei	Madagascar palm		

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SECOND FLOOR TERRACE : PLANTING PLAN

Re REVISION DATE

L-303

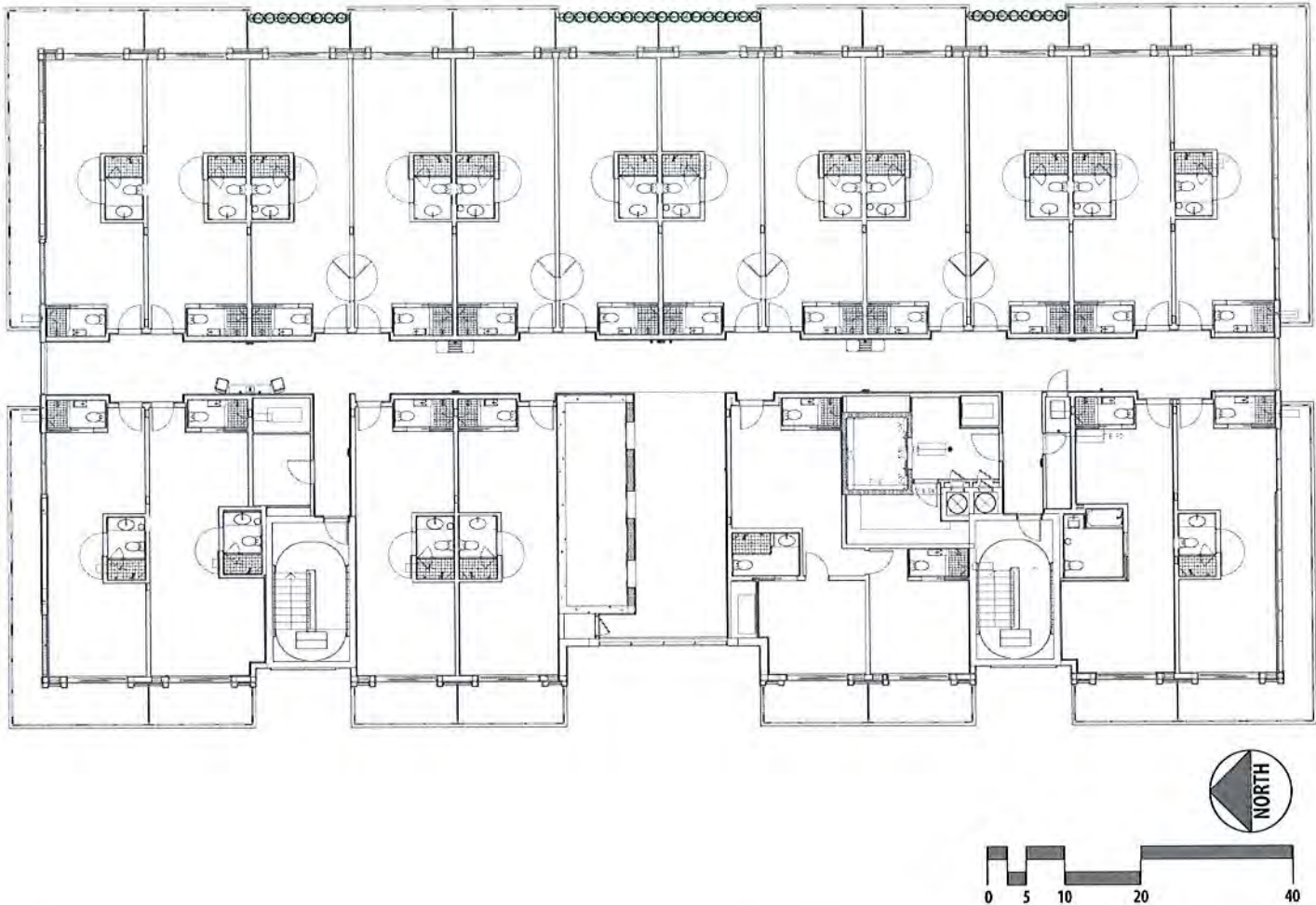
LANDSCAPE

R. DATE 10/15/2015

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BIM Server: BIMSERVERX - BIM Server 15 Bay Harbor/Bay Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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THIRD FLOOR TERRACE : PLANTING PLAN

16

REVISION

DATE

L-304

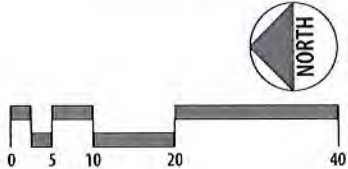
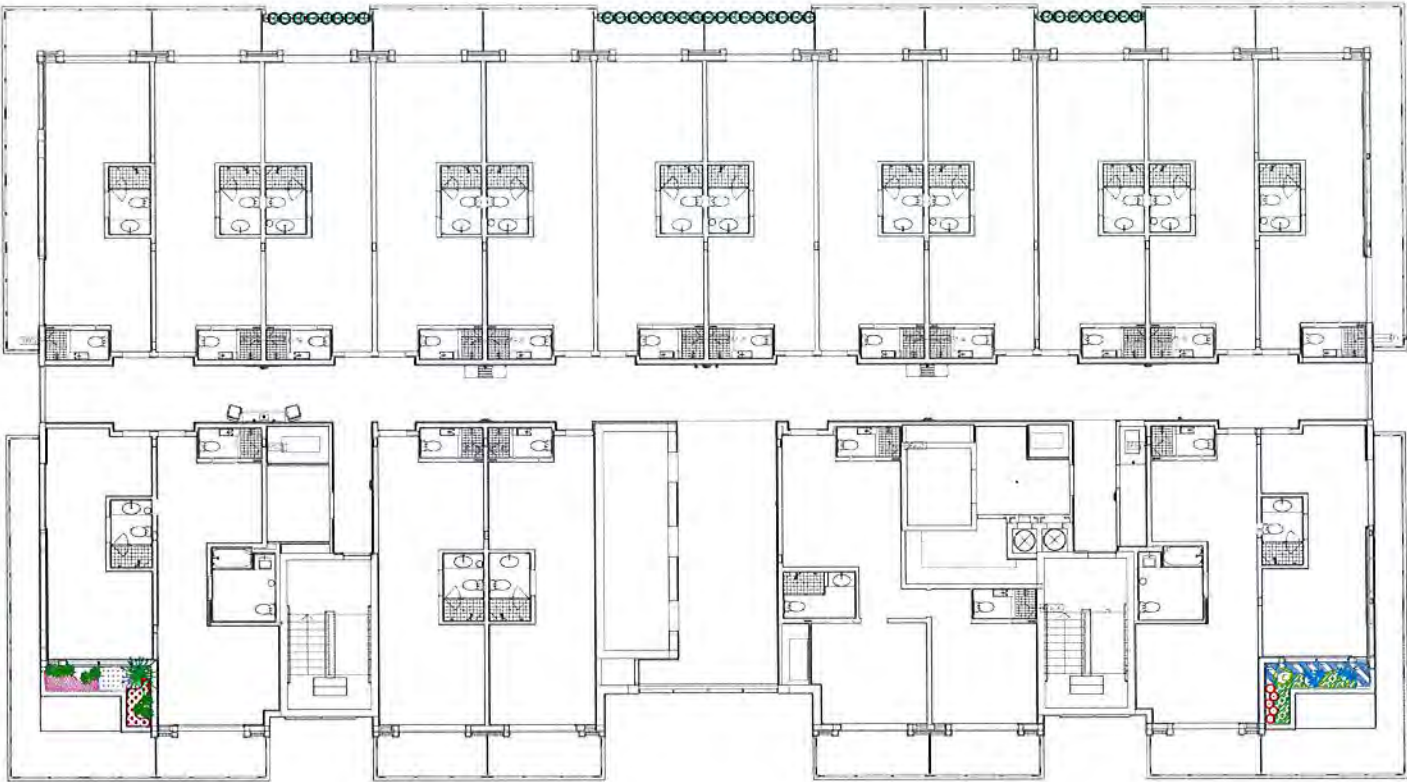
LANDSCAPE

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SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"x24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Puellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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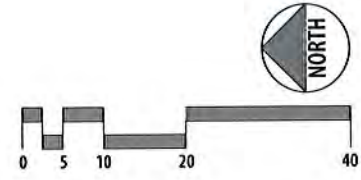
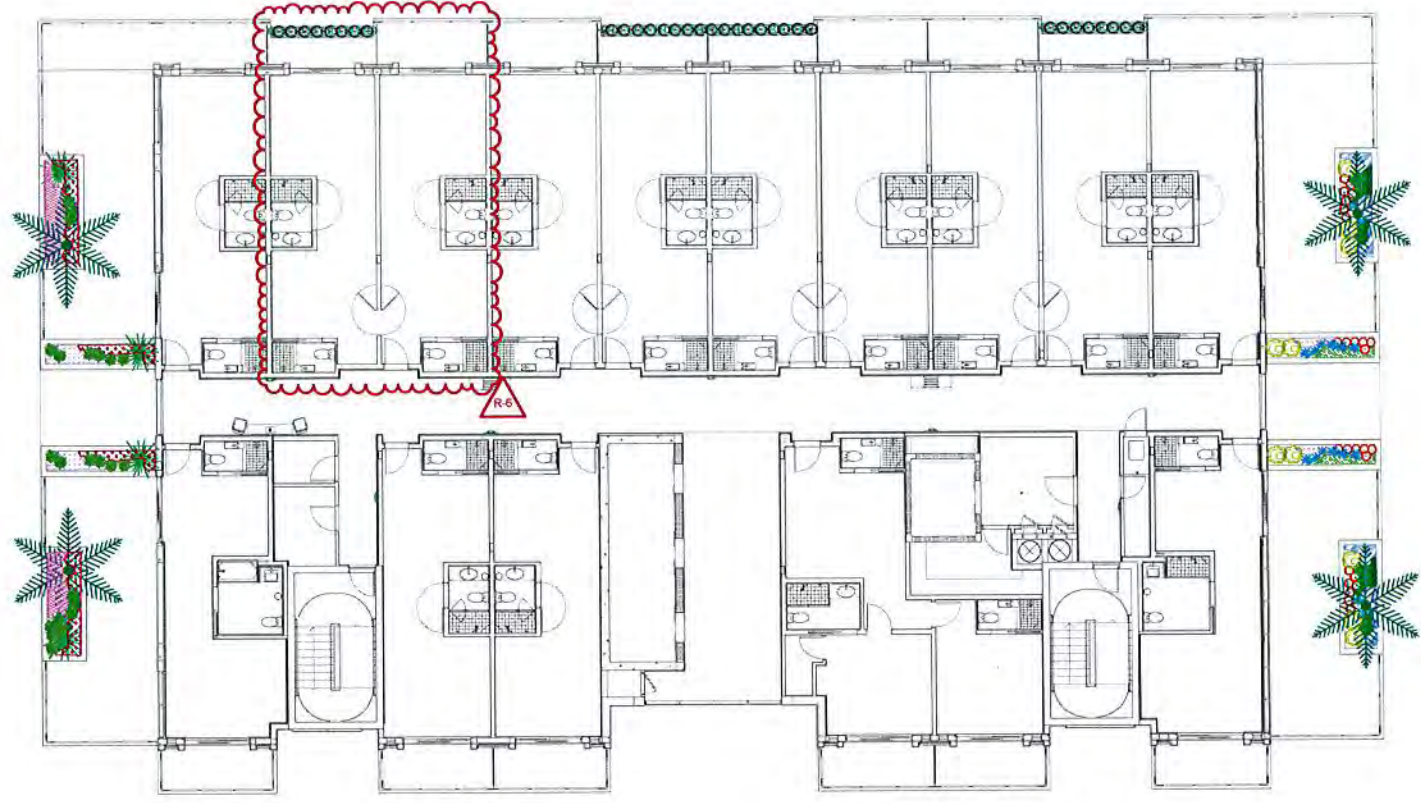
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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

FOURTH FLOOR TERRACE : PLANTING PLAN

No. REVISION DATE

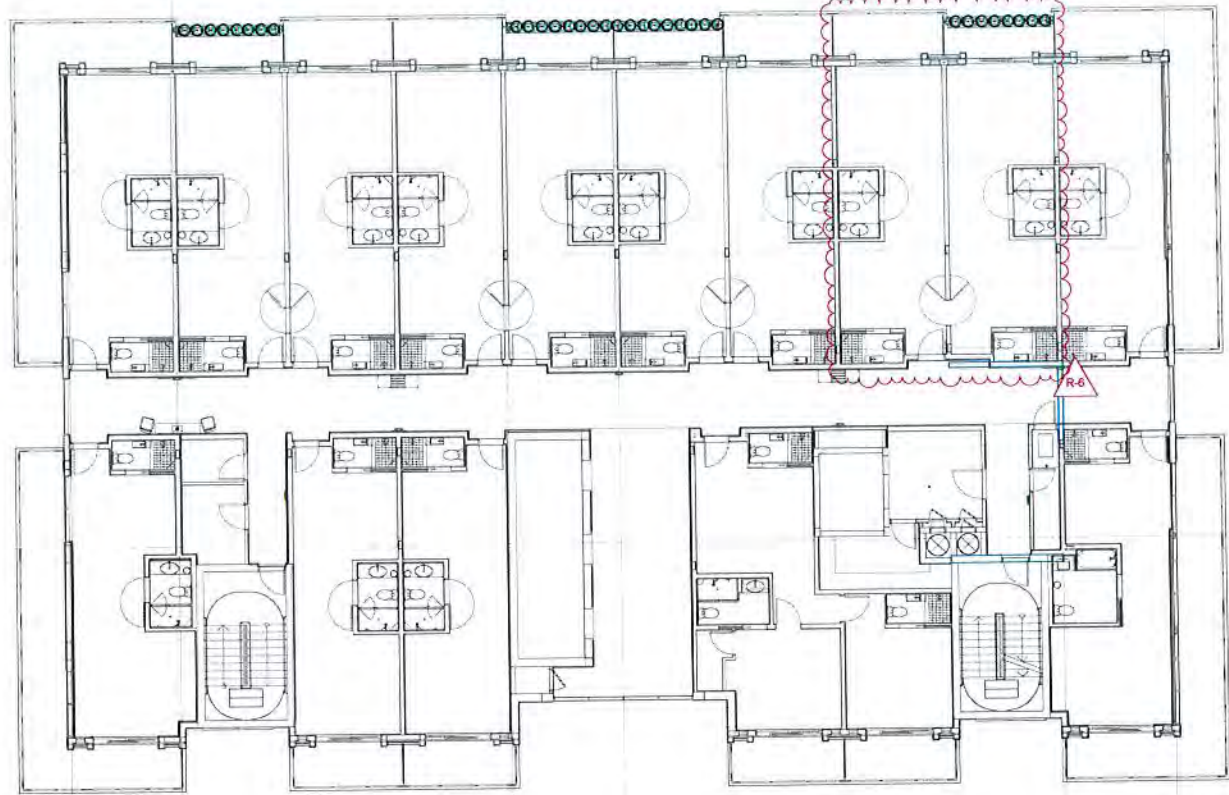
L-305
LANDSCAPE
R. DATE
10/15/2015

SHRUB, GROUNDcover AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Iporroea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sequo palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
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96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	

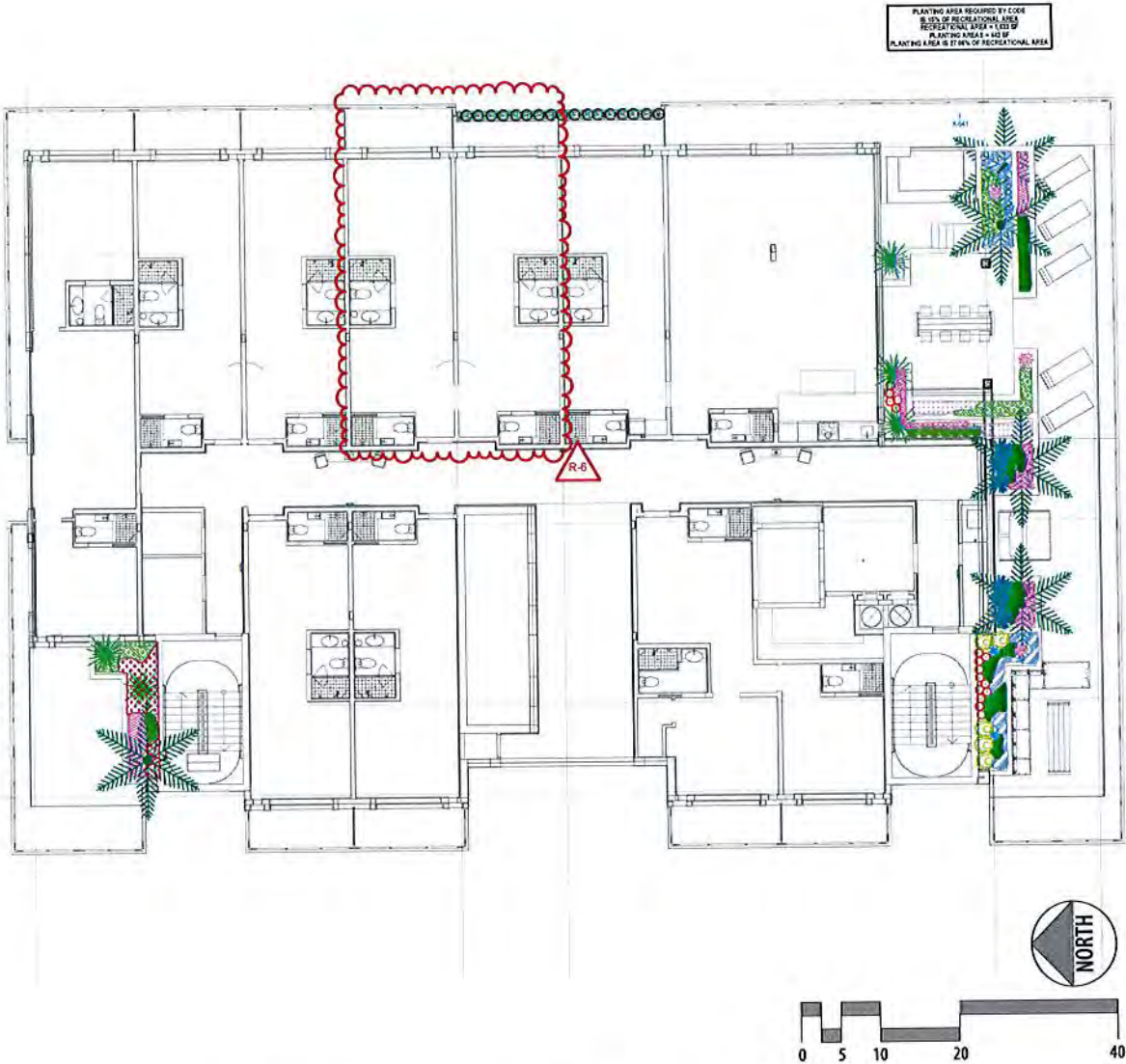


TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sege palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		



South Elevation

0 4 8 16

1 SOUTH LANDSCAPE ELEVATION
L-309

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SOUTH LANDSCAPE ELEVATION

No.	REVISION	DATE
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L-309

LANDSCAPE
DATE
10/15/2015

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BM Server: BMGEVEDX - BM Server - 19Bay HarborBay Harbor



West Elevation



1 WEST LANDSCAPE ELEVATION
L-310

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WEST LANDSCAPE ELEVATION

No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-310

LANDSCAPE

R. DATE 10/15/2015

BM Server: E:\MSERVER\ - BIM Server 19\Bay Harbor\Bay Harbor
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North Elevation

0 4 8 16

1
L-311

NORTH LANDSCAPE ELEVATION



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SEAL:

Landscapes Architect:
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CONSULTANT:



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FL 33154

NORTH LANDSCAPE ELEVATION

No.	REVISION	DATE
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L-311

LANDSCAPE

R. DATE 10/15/2015



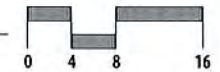
1 NORTH LANDSCAPE : SEASCAPE ELEVATION
L-312

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BIM Server: BIMSERVERX - BIM Server: 100Bay HarborBay Harbor



East Elevation



1
L-313 WEST LANDSCAPE ELEVATION

DEVELOPMENT
9418 Collins Ave.
Suite 100
Miami, FL 33154
info@mbdevelopment.net

Landscaping Architect:
SERAJ A. SABA
LA 6666779

CONSULTANT:



3821 el proco blvd.
miami fl 33133
786.408.3661
www.section-l.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

EAST LANDSCAPE ELEVATION

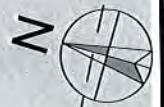
No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-313

LANDSCAPE

R. DATE 10/15/2015

Bay Server: BIMSERVERX • BIM Server 19 Bay Harbor Bay Harbor

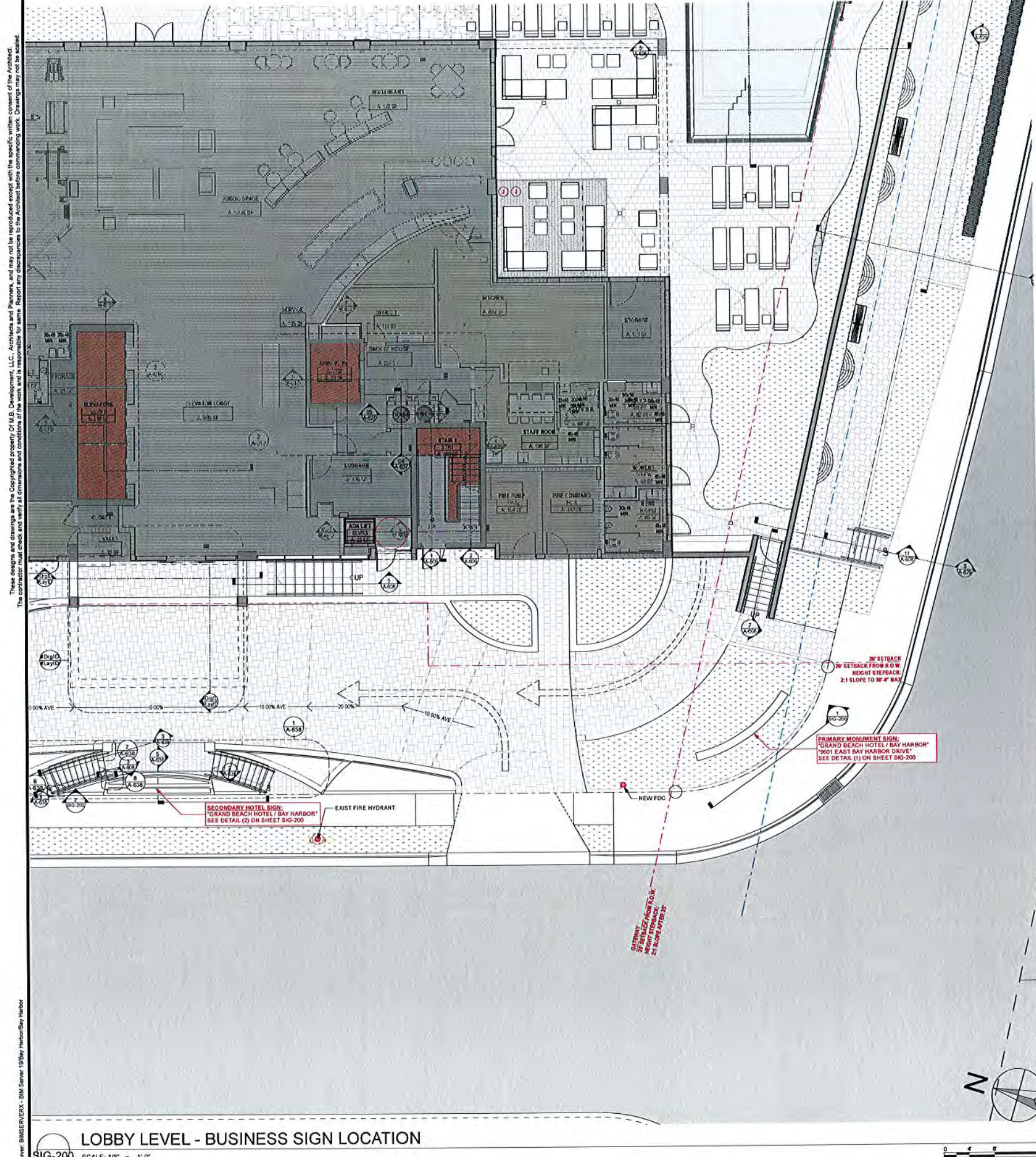


No	REVISION	DATE
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SIG-101a
EXTERIOR & INTERIOR
SIGNAGE
R. DATE 10/15/2015

CONSULTANT:

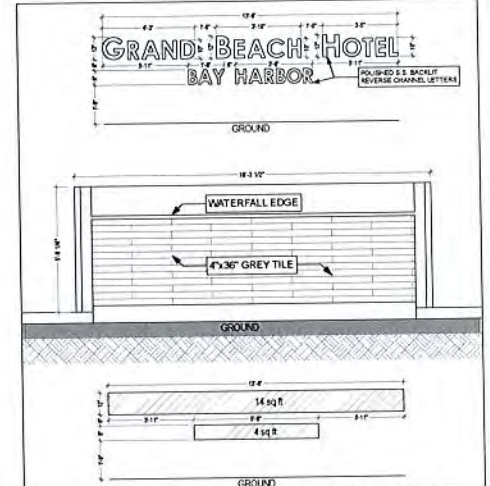
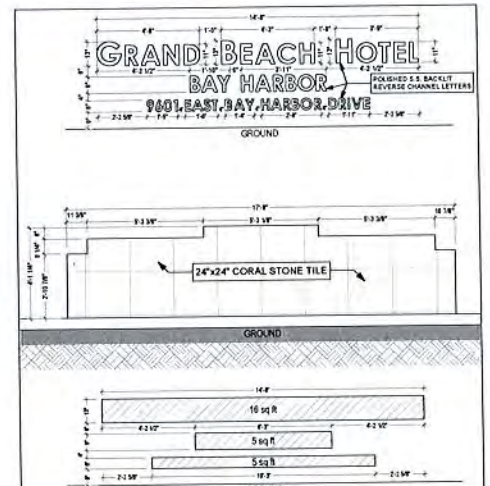
Architect:
JOHN K. CARINO
AR 96403



PRIMARY SIGN : PERSPECTIVE



SECONDARY SIGN : PERSPECTIVE



PRIMARY EXTERIOR SIGN
Sec. 17-20. - Exterior Signs (B-1 District)

- (1) **Maximum Sign Area.**
No primary sign shall have an area measured from end to end and from top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by licensed establishment, with a maximum overall size of 30' square feet.
- (2) **Maximum Height of Sign.**
No primary sign shall have lettering exceeding 18" inches in height and lettering less than 12" inches in height per line of linear signage.
- (3) **Maximum Length of Sign.**
No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.
- (6) **Secondary Business Signs.**
Businesses occupying the corner space of corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is not greater than 50 percent of the measurements specified for a sign in subsections (1), (2) and (3) above.
- (8) **Mounting.**
All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of ledge or overhang.

***We have (2) Property Fronts due to it being a corner lot. We are allowed (1) 30 sq. ft. sign & (1) 15 sq. ft. for a total of 45.00 sq. ft. Currently proposing (1) Primary Sign to be 26.00 sq. ft. & (1) Secondary Sign to be 18.00 sq. ft. for a total of 44.00 sq. ft.

Source: ARTICLE II. - B-1 ZONE. (c) Sec.17-20. Exterior Signs. | Code of Ordinances

Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:
CARINO & CO.
3000 N. BAYVIEW BLVD., SUITE 100
MIAMI, FL 33137
(305) 555-1234
www.carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PRIMARY MONUMENT SIGN & SECONDARY SIGN DETAILS

NO.	REVISION	DATE
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BM Server: BMSERVER-001 - BM Server: 100 Bay Harbor Blvd



\$0.001 PRIMARY HOTEL MONUMENT SIGN (26 sq. ft.)



\$0.002 SECONDARY HOTEL SIGN (18 sq. ft.)



\$0.003 REGULATORY SIGN (18" x 12") & (18" x 5.5") (QUANTITY 2)



\$0.004 REGULATORY SIGN (8" x 8")



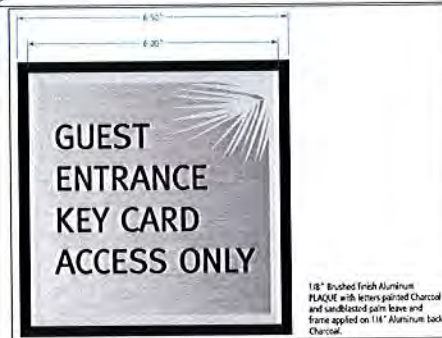
\$0.005 REGULATORY SIGN (8" x 8")



\$0.006 REGULATORY SIGN (6.5" x 4.0")



\$0.007 REGULATORY SIGN (6.5" x 4.0")



\$0.008 IDENTIFICATION SIGN



\$0.009 REGULATORY SIGN



\$0.010 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.011 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.012 IDENTIFICATION SIGN (6.25" x 7.5")



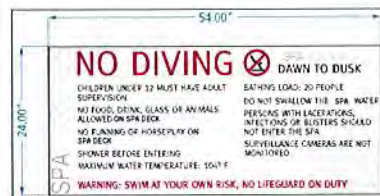
\$0.013 IDENTIFICATION SIGN (7.5" x 4")



\$0.014 DIRECTIONAL SIGN (6.25" x 7.5")



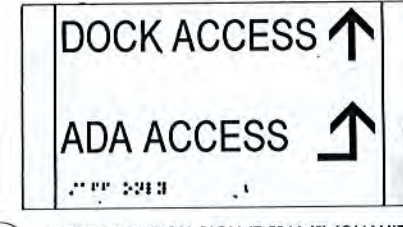
\$0.015 REGULATORY SPA RULES SIGN



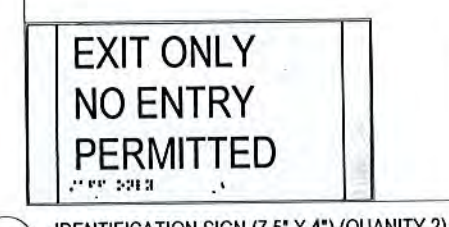
\$0.016 REGULATORY SPA RULES SIGN



\$0.017 NOTIFY PUBLIC RULES SIGN (12" x 6") (QUANTITY 2)



\$0.018 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



\$0.019 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



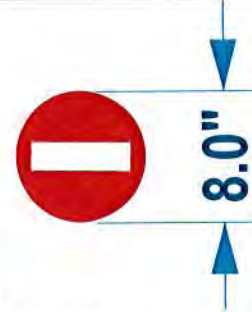
\$0.020 REGULATORY SIGN (72" x 6") WALL MOUNTED LETTERING



\$0.021 IDENTIFICATION SIGN (7.5" x 4")



\$0.022 IDENTIFICATION SIGN (7.5" x 4")



\$0.023 REGULATORY SIGN (QUANTITY 2)



\$0.024 REGULATORY SIGN (12" x 36") (QUANTITY 2)



\$0.025 REGULATORY SIGN (8.5" x 8.5") (QUANTITY 1)



\$0.026 REGULATORY SIGN (16"Ø)

Architect:
JOHN K. CARNO
AR 96403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 1 - LOBBY : SIGNAGE PROOFS

No. REVISION DATE

SIG-201
SIGNAGE PROOFS &
DETAILS
DATE: 10/15/2015





AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a Transfer of Development Rights (TDR) transaction of three (3) dwelling units from 9350 BHI, LLC (9350 Bay Harbor Terrace) to Bay Harbor Hotel, LLC (9601 East Bay Harbor Drive). Enclosed find the application, site plans, and related documents.

DESCRIPTION:

The applicant request approval of a private Transfer of Development Rights (TDR) transaction of three (3) dwelling units from 9350 BHI, LLC.

Donor Site: 9350 Bay Harbor Terrace (vacant lot - proposed townhouse project)

Receiving site: 9601 East Bay Harbor Drive

Number of units to be transferred: 3

Price per unit: \$70,000

The applicant must acquire a total of twenty (20) TDR units prior to the issuance of a Building Permit.

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney prepare a resolution setting forth the Town Council Approval and recommendations.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Staff Report - MM	Grand Beach Hotel (9350 TH) Private TDR Report Fax Dec 07 2015.pdf
2.	TDR Application	TDR Application 9350BHT.pdf
3.	Code Compliance report	Code - Staff Report 9350 BHT.pdf

4.	9601 EBHD - site plans	9601 EBHD Site Plans -96UNITS.pdf
----	------------------------	-----------------------------------

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 *mm*

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 12/7/2015

Re: Transfer of Development Rights (TDR)

CC:

Grand Beach Hotel

9601 East Bay Harbor Drive

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **As Requested**

TDR Request - Private

Donor Site: 9350 Bay Harbor Terrace / Lot 1 of Block 18 (Proposed 9350 Bay Harbor Townhomes)

Receiving Site: 9601 East Bay Harbor Drive / Lots 35 - 37 of Block 4 (Grand Beach Hotel)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Grand Beach Hotel) was granted a PUD Rezoning / Gateway Site Development Plan approval by the Town Council on November 9th, 2015 for 96 hotel rooms. The Town's adopted Comprehensive Plan / Zoning Code would allow a maximum of 54 hotel rooms on this site based on the maximum allowable land use intensity of 70 rooms per acre (.77 acres X 70 rooms per acre = 53.9 or 54 rooms). The Town Commission amended the Zoning Code on April 11th, 2011 to allow applicants to request the use of TDR units to increase the number of hotel rooms on a site. A conversion factor of .486 DU per hotel room is included. To achieve the requested 96 hotel rooms, the applicant would need to acquire 20 TDR units (54 hotel rooms @ 70 rooms per acre plus 42 rooms @ .486 = 20.41 DU / rounded down to 20 DU). The receiving site has also submitted a concurrent application to contract with the owners of 1060 92nd Street (Oceanus Condo) for two (2) private TDR units. If this TDR application for 3 TDR units as well as the concurrent application for 2 TDR units is approved, the applicant will still need to acquire 15 TDR units prior to construction.

The donor site, in this instance, is the proposed 3-story / 6 DU 9350 Bay Harbor Townhomes complex that was approved by the Planning and Zoning Board on July 7th, 2015. The Town is currently reviewing the building permit plans for this site; initial construction has not yet commenced. The donor site is located at 9350 Bay Harbor Terrace and the legal description is Lot 1 of Block 18.

The survey submitted indicates that the donor site never conveyed the front 11-feet of land to the Town for off-street parking in the Town swale as many others did in the past; so this lot is a full lot. The total donor site land area, according to the survey submitted, is 11,116 sq. ft. / .255 acres in size and is entitled to 9 DU (.255 acres at 34 DUA = 8.68 or 9 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). With 6 DU proposed for the site and 9 DU allowed by right, upon redevelopment as currently proposed, the donor site has the ability to convey the three (3) TDR units requested.

***Notes on application package:**

- 1) The application paperwork must be revised to state that the existing use of the receiving site is a "Vacant Land / Proposed 96 room hotel w/ Accessory Uses". As discussed at the Town Council meeting the food service will be limited to hotel guests only (not open to the public), as additional parking would be required.
- 2) The application paperwork must be revised to state that the existing use of the donor site is a "Vacant Land / Proposed 6 DU Townhouse complex" and the Zoning District of RM-2 must be listed.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. We assume other Town staff members will perform those tasks in conformance with the Town TDR Code requirements.



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

(For official use only)	
DATE RECEIVED: <u>12/3/15</u>	TDR UNIT COST: \$ <u>70,000</u>
TDR UNITS REQUESTED <u>3</u>	PROJECT TOTAL UNITS <u>96</u>
APPROVAL DATE: _____	APPROVED BY: _____

**TOWN OF BAY HARBOR ISLANDS
APPLICATION FORM
TRANSFER OF DEVELOPMENT RIGHTS**

APPLICANT INFORMATION

Name <u>9350 BHI, LLC</u>		
Phone <u>(786) 221-5515</u>	e-mail <u>orinaldi@cwdevelopment.com</u>	Fax () _____
Address <u>90 SW 3rd St - CUS</u>		
City and State <u>Miami, FL</u>		Zip Code <u>33130</u>
Relationship to Property: <u>Owner</u>		

RECEIVER SITE INFORMATION

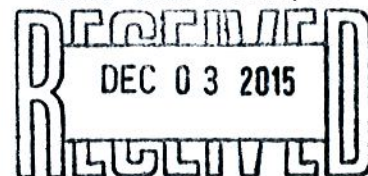
Owner's Name <u>BAY HARBOR HOTEL LLC</u>		
Phone <u>(305) 799-0244</u>	e-mail <u>jsimmonds@mwglobal.com</u>	Fax <u>(70) 818-5515</u>
Address <u>9418 COLLINS AVE</u>		
City and State <u>Surfside, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>901 EAST BAY HARBOR DRIVE</u>		
Legal Description: <u>LOT(S) 35,36,137 BLOCK 4</u>		
Folio Number <u>12-2227-001-1100</u>	Current Zoning <u>RM4 - LOTS 35-36 GATEWAY - LOT 37</u>	
Property size <u>33,658 sqft</u>	Purchase date _____	
Existing use of the property <u>Hotel and Restaurant</u>		
Describe Existing Structure on Property <u>N/A</u>		
Dwelling units to be received <u>3</u>		
Total Dwelling units including TDR <u>96 Hotel Rooms requiring 20 TDR's</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☐ Yes ☐ No

If Yes, then provide date of approval 11/9/2015
If Not, then attach preliminary site plan.

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL



By _____

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 9350 BHJ, LLC		
Phone (786) 221-5515	e-mail orinabi@cwdevelopment.com	Fax ()
Address 90 SW 3rd St - CUS		
City and State Miami, FL		Zip Code 33130
Property Address/Location 9350 Bay Harbor Terrace, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 1 BLOCK 18		
Folio Number 13-2227-001-3230	Current Zoning	Year built N/A
Property size 11,250	Purchase date 7/14/2014	
Existing use of the property Vacant land		
Describe Existing Structure on Property Vacant Land		
Dwelling units to be transferred to TDR Bank Three (3)		
Units permitted Nine (9)		

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 George E. Peon		
Address 4143 SW 74th Court - Suite D, Miami, FL 33155		
Phone (305) 269-9335	e-mail gepeon@aol.com	Fax ()

Name of Surveyor BLANCO SURVEYORS INC - DONOR SITE		
Address 555 NORTH SHORE DRIVE, MIAMI BEACH, FL 33141		
Phone (305) 865-1200	e-mail BLANCO SURVEYORS INC @YANBO.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

 AUTHORIZED SIGNATORY

Signature of Owner (Applicant)

12.1.15

Date

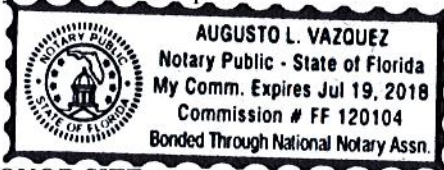
Signature of Owner (Co-Applicant)

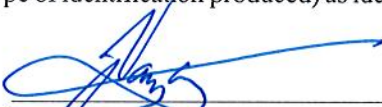
Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of November, 2015,
by Humberto Octavio Rinaldi on behalf of
9350 BHI, LLC, a Florida (corporation) (partnership) (Other:
FL DL exp. 9.30.21.) He/She is personally known to me or has produced
FL DL exp. 9.30.21 (type of identification produced) as identification and did take
an oath.

My Commission Expires:




Notary Public, State of Florida

Print Name: Augusto Vazquez

DONOR SITE


Signature of Owner (Applicant)

11-24-2015.

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of December, 2015,
by Joel Simmonds 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: 9/27/2019



TALITA LEVY
MY COMMISSION # FF 922098
EXPIRES: September 27, 2019
Bonded Thru Budget Notary Services


Notary Public, State of Florida

Print Name: Talita Levy

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: MB DEVELOPMENT. LLC
Date: 12/3/2015 Time: 2:50 PM
Receipt Number: MAIN / 92546
Clerk: ALBA

DONOR SITE: 9350 BAY HARBOR
TERRACE

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION	1,000.00
Total:		1,000.00
Check	1284	1,000.00
Change:		0.00

MB DEVELOPMENT, LLC
GBH-BAY HARBOR
9418 COLLINS AVENUE
SURFSIDE, FL 33154

CITIBANK
401 ARTHUR GODFREY ROAD
MIAMI BEACH, FL 33140
63-8655
2660

1284

DATE	AMOUNT
11-30-2015	\$*****1,000.00

Pay: *****One thousand dollars and no cents
PAY:

TO THE
ORDER
OF:

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR, FL 33154


MP
MP

001284 266086554 9138998298

1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
agrees to buy and South Miami LLC 9350 BHI, LLC ("Seller")
agrees to sell the property as: Street Address: Three (3) Transferable Development Rights of the property at
9350 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 ("TDR")
Legal Description: Lot 1 Block 18, of Bay Harbor Island, according to the Plat thereof, recorded in Plat Book 46,
Page 5, of the Public Records of Miami-Dade County, Florida.
and the following Personal Property: NONE
(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 210 185,000.00
(a) Deposit held in escrow by Gray Robinson, P.A. \$ 30,000.00
("Escrow Agent") (checks are subject to actual and final collection)
Escrow Agent's address: 3315 E. 2nd Ave, Suite 3200, Miami, FL 33133 Phone: 305.416.8880
(b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date \$ ____
(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date \$ ____
(d) Total financing (see Paragraph 5) \$ ____
(e) Other \$ ____
(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ 180 185,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before November 20, 2015, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer (3) and Seller (02) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

37 (b) Location: Closing will take place in Miami-Dade County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40 **BUYER'S OBLIGATION:** Within days (5 days if left blank) after Effective Date, Buyer will apply for third party
41 financing in an amount not to exceed % of the purchase price or \$ with a fixed interest rate
42 not to exceed % per year with an initial variable interest rate not to exceed %, with points or commitment
43 fee not to exceed % of the principal amount, for a term of years, and amortized over
44 years, with additional terms as follows:

45
46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
47 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within days (15 days if
48 left blank) from Effective Date (Loan Approval Date); (ii) satisfy terms and conditions of the Loan Approval; and
49 (iii) keep the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorize the
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and
52 reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within days (3 days if left
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of these conditions of Loan Approval related to the Property. **DEPOSIT(S)** (for purposes
57 of Paragraph 6 only): If Buyer has used good faith and reasonable diligence but does not obtain loan
58 approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
65 deed ☒ other see Addendum, free of liens, easements and encumbrances of record or
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68 subject) approval by the Town of Bay Harbor Islands (BHI) of the supplemental TDR application for the transfer of two (2) TDR's to use the TDR's
69 at 9501 East Bay Harbor Drive (the "BHI Approval")
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71 Property as a hotel pursuant to the site plan approved by the Town Council.

72 ~~(c) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent~~
73 ~~and pay for the title search and closing services. Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and~~
74 ~~within days ☐ after Effective Date ☒ or at least 5 days before Closing Date deliver to Buyer (check one)~~
75 ~~☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be~~
76 ~~discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount~~
77 ~~of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the~~
78 ~~evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after~~
79 ~~Effective Date.~~
80 ~~☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an~~
81 ~~existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable~~
82 ~~to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies~~
83 ~~of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and~~
84 ~~certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and~~
85 ~~in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of~~
86 ~~title.~~

~~(d) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller~~
~~of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or~~

87 Buyer (S) and Seller (B) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

30* ~~(2) Buyer delivers proper written notice and Seller cures the defects within 5 days from receipt of the notice~~
31 ~~("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt~~
32 ~~by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect~~
33 ~~cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have~~
34 ~~10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or~~
~~accept title subject to existing defects and close the transaction without reduction in purchase price.~~

36 ~~(c) Survey (check applicable provisions below):~~

37* ~~☒ (i.) Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans,~~
38 ~~specifications, and engineering documents, if any, and the following documents relevant to this transaction:~~

100 ~~prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this~~
101 ~~transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the~~
102 ~~date this Contract is terminated.~~

103* ~~☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title~~
104 ~~evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals~~
105* ~~encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will~~
106* ~~accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be~~
107 ~~cured within the Curative Period.~~

108 ~~(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.~~

109 ~~7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"~~
110 ~~condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.~~
111 ~~Seller makes no warranties other than marketability of title. In the event that the condition of the Property has~~
112 ~~materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and~~
113 ~~receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer~~
~~waives all claims against Seller for any defects in the Property. (Check (a) or (b))~~

115* ☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"

116 condition.

117* ~~☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due~~
118 ~~Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's~~
119 ~~intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,~~
120 ~~Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary~~
121 ~~to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and~~
122 ~~zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of~~
123 ~~access to public roads, water, and other utilities; consistency with local, state and regional growth management and~~
124 ~~comprehensive land use plans; availability of permits, government approvals and licenses; compliance with~~
125 ~~American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections~~
126 ~~that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and~~
127 ~~development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of~~
128 ~~Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice~~
129 ~~requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its~~
130 ~~agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the~~
131 ~~purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the~~
132 ~~Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,~~
133 ~~damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any~~
134 ~~person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage~~
135 ~~in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written~~
136 ~~consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting~~
137 ~~from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and~~
138 ~~(2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the~~
139 ~~inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's~~
140 ~~deposit will be immediately returned to Buyer and the Contract terminated.~~

141 ~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the~~

142* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 ~~period, conduct a final walk-through inspection of the Property to determine compliance with this paragraph and~~
144 ~~to ensure that all Property is on the premises.~~

145 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent
149 ☐ without Buyer's consent.

150 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to cash
161 service contracts from Seller at closing each of them of the sale of the Property and, if applicable, the vendor of this
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll, tenant and lender stopgap letters; tenant
165 subordination, non-disturbance and other documents (CHDOs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/landlord agent. If any tenant refuses to execute an stopgap letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any interpretation based on an estimate with a request
178 of either party, to be conducted upon receipt of current year's tax bill, this provision will survive closing.

179 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not received a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer (S) () and Seller (S) () acknowledge receipt of a copy of this page, which is Page 4 of 6 Pages.

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 10. **ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 11. **CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 12. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 13. **DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 30 fifty percent
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for Buyer's default.

229 14. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 15. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 16. **DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer (S) and Seller (S) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

~~(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 6(e).~~

~~(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.~~

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: N/A
(Company Name) (License)
(Address, Telephone, Fax, E-mail)
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages.

288* (b) Buyer's Broker: N/A
289* (Company Name) (License)

290* (Address, Telephone, Fax, E-mail)
291*

292* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306* ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307* ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308* ☐ Seller Representations	☐ Seller Financing	☒ Other <u>Addendum</u>

309 22. ADDITIONAL TERMS:

310*
311*
312*
313*
314*
315*
316*
317*
318*
319*
320*

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (S) and Seller (S) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

Bay Harbor Hotel, LLC

338 _____
339 (Signature of Buyer)

Date: _____

340 Bay Harbor Hotel, LLC
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342 Title: AUTHORIZED SIGNATORY

Telephone: _____

343 _____
344 (Signature of Buyer)

Date: _____

345 _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347 Title: _____

Telephone: _____

348 Buyer's Address for purpose of notice: 4835 Collins Ave., #801, Miami Beach, F 33140

349 Facsimile: _____

Email: _____

350 _____
351 (Signature of Seller)

Date: _____

352 Equity Miami LLC 9350 BH1, LLC
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354 Title: MAJOR

Telephone: _____

355 Humberto O. Kindel
356 (Signature of Seller)

Date: _____

357 _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359 Title: _____

Telephone: _____

360 Seller's Address for purpose of notice: 9350 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

361 Facsimile: _____

Email: _____

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**ADDENDUM NUMBER ONE
TO COMMERCIAL CONTRACT**

THIS ADDENDUM NUMBER ONE shall be construed as part of that certain Commercial Contract executed by the parties of even date herewith (the "Contract").

1. Addendum Number One Controls. In the event of any conflict between this Addendum Number One and the Contract, it is agreed that this Addendum Number One shall control.

2. This Contract. All references herein to "this Contract" shall include Addendum Number One of the Contract.

3. Transfer Documents. The parties acknowledge that the transfer of to the three (3) TDRs from Seller to Buyer shall be made by quitclaim deed and/or such documentation as required by BHI.

4. Closing Date. Buyer and Seller agree that the Closing Date shall be ten (10) days following BHI Approval which includes confirmation of Seller's ownership of the three (3) TDRs and approval of the transfer of three (3) TDRs for use at Buyer's property located at 9601 East Bay Harbor Drive, Bay Harbor Islands, Florida 33154, including BHI's resolution and the execution and delivery of any other necessary documents required by BHI to evidence the existence and transfer of the TDRs. The parties agree to cooperate with each other and take all action required by BHI in order to obtain the BHI Approval including filing the required applications and supporting documentation, as well as attending the necessary public hearings. In the event that the Seller must comply with any additional contingencies and/or obligations in order to effectuate the transfer of the TDRs, the Seller shall be obligated to satisfy those contingencies and/or obligations, and the Closing shall be ten (10) days following Seller's satisfaction thereof.

5. Seller's Authority. Seller hereby warrants and represents to Buyer that it owns the TDRs and has the full right, power, and authority to enter into this Contract and convey the TDRs to Buyer without the need for further consents or authorizations. All necessary authorizations and approvals on the part of Seller have been obtained authorizing the Seller to execute the Contract and to consummate the transactions contemplated thereby. The parties agree to execute any and all documents necessary to consummate this transaction as required by BHI. In order to confirm the existence and Seller's ownership of the three (3) TDRs, within a reasonable time period after the Effective Date, Seller agrees to use commercially reasonable efforts and due diligence to obtain from BHI such documentation (such as a TDR Certificate) certifying the existence and ownership of the three (3) TDRs. Seller acknowledges that such commercially reasonable efforts and due diligence may include, but not be limited to, submitting a written application, providing an updated survey and such other information as may be required by BHI.

6. Buyer's Termination Right. If the BHI Approval is not obtained within 120 days of the Effective Date, upon written notice to Seller, Buyer may either (a) extend the time to

obtain the BHI Approval or (b) terminate the Contract. In the event that the Buyer elects to terminate the Contract, Buyer shall be entitled to and refund of the Deposit in the amount of \$30,000, and Escrow Agent is authorized to disburse such amount to the Buyer, and the parties shall thereafter be released from all rights and obligations under the Contract.

7. **Confidentiality.** The parties acknowledge and agree the fact the transaction is taking place is confidential, and that the disclosure of the Confidential Information (as defined below) except as permitted by the terms of this Contract would be disruptive and damaging to the conduct of our business and business prospects. The parties agree not to disclose (i) that the transaction is taking place or any aspect or details of said transaction negotiations to any third parties other than their legal counsel and (ii) the Confidential Information to, or have any discussions regarding this transaction with, any persons or entities other than their legal counsel. The "Confidential Information" shall include this Contract (including the Purchase Price) and any other documents or any other information provided by either party to the other party, in writing or orally, but shall exclude any information that is in the public domain and/or which is generally known, that is or was available on a non-confidential basis. Notwithstanding the foregoing, disclosure of the Confidential Information may be made as may be required by law in order to obtain the BHI Approval or court order. The provisions of this Section 7 may be enforced by injunctive or other equitable remedies.

8. **Ratification.** Except as expressly modified herein by this Addendum Number One, the provisions of the Contract remain unmodified and in full force and effect and are hereby ratified by the parties.

9. **Counterparts; Facsimile Signatures.** The Contract and this Addendum Number One may be executed in any number of counterparts, each of which when taken together shall constitute one in the same document. The Contract and this his Addendum Number One may be signed by facsimile or other electronic means, and any signature received by facsimile or other electronic means shall be considered an original signature for all intents and purposes.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

02

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

~~SOUTHEAST MIAMI, LLC~~ 9350 BHI, LLC
a Florida limited liability company

By: 
Name: ~~Maria F. Harada~~ Humberto O. Cinelli
Title: Manager

NOVEMBER 18 2015
Executed: July _____, 2015

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By: 
Name: Joel Simmonds
Title: Authorized Signatory

NOVEMBER
Executed: July 12th, 2015

Prepared by and return to:
Augusto Granados
Granados, P.A.
50 W Mashta Drive Ste 4
Key Biscayne, FL 33149
305-951-5477
File Number: 01.14.00128.03

[Space Above This Line For Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this 14th day of July, 2014 between Equity Miami, LLC, a Florida limited liability company whose post office address is 90 SW 3rd Street, CU 5, Miami, FL 33130 ("Grantor") and 9350 BHI, LLC, a Florida limited liability company whose post office address is 9350 Bay Harbor Terrace, Bay Harbor Island, FL 33154 ("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 Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lot 1, Block 18, of Bay Harbor Island, according to the Plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-001-3230

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, 2014.

Signed, sealed and delivered in our presence:

Witness Name: DIANA SILVEY
Witness Name: Augusto Granados

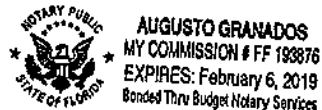
Equity Miami, LLC,
a Florida limited liability company

Maria F. Harada, Manager

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me on July 14, 2014 by Maria F. Harada, Manager of Equity Miami LLC, a Florida limited liability company, who produced Passport as identification.

[Notary Seal]



Notary: [Signature]
My Commission Expires:

4829-7992-2208, v. 1

This instrument was prepared by:
Name: Judith J. Loffredo, Esq.
Address: 9999 N.E. 2nd Avenue, Suite 216
Miami Shores, FL 33138

CFN: 20140494016 BOOK 29228 PAGE 4654
DATE: 07/15/2014 09:31:21 AM
DEED DOC 6,480.00
SURTAX 4,860.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Return to:
Name: Granados, P.A.
Address: 50 W Mashta Drive, Suite 4
Key Biscayne, FL 33149

Parcel Identification No. 13-2227-001-3230

WARRANTY DEED

This Indenture, made this 14 day of July, 2014, Between

JOVAN JOVANO and GORDANA JOVANO, his wife

whose post office address is: 9350 Bay Harbor Terrace, Bay Harbor Islands, Florida, 33154-2313

of the County of Miami-Dade, State of Florida, grantor*, and

EQUITY MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY

whose post office address is 90 SW 3 Street, CU5, Miami, FL, 33130
of the County of Miami-Dade, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of

Ten and 00/100 Dollars
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 1, Block 18, of Bay Harbor Island, according to the Plat thereof
recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade
County, Florida.

SUBJECT TO:

- 1.- Conditions, restrictions, limitations and easements of record.
- 2.- Governmental zoning ordinances affecting the property.
- 3.- Taxes for the year 2014 and all subsequent years.

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

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed, and delivered in our presence:

[Signature]
Witness as to both
Print name: ANN SILVER

Jovan Jovanov (Seal)
JOVAN JOVANO

Judith J. Loffredo
Witness as to both
Print name: Judith J. Loffredo

Gordana Jovanov (Seal)
GORDANA JOVANO

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

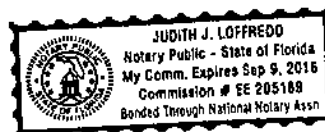
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared,
JOVAN JOVANO and GORDANA JOVANO, his wife
to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. They are () personally known to notary or () produced the following as identification:

Translated to Serbian by their son, Dan Jovanov.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of July, 2014.

SEAL

Judith J. Loffredo
NOTARY PUBLIC of the State of Florida
Printed or typed name:





October 9th, 2015

CWV Development Group, LLC
90 SW 3rd Street
Retail Suite CU #5
Miami, Florida 33130
Attn: Octavio Rinaldi

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Doris Marano
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: Confirmation of Available Dwelling Units
Proposed Redevelopment Project
9350 Bay Harbor Townhomes (6 DU Proposed)
Street Address: 9350 Bay Harbor Terrace
Folio No.: 13-2227-001-3230
Bay Harbor Islands, Florida 33154

Dear Mr. Rinaldi:

The Town of Bay Harbor Islands, Florida is in receipt of your firm's correspondence dated October 8th, 2015 requesting a letter from the Town confirming the maximum allowable number of dwelling units and the available number of TDR units for the site listed above.

According to our office files the lot size for the above referenced property is 11,116 sq. ft. / 0.26 acres, which allows for a maximum of nine (9) dwelling units at the maximum allowable base density (34 DUA). According to the public records (MDPA) there are four (4) dwelling units (DU) existing on the site at present. Therefore, currently there are five (5) available TDR units (9 DU - 4 DU = 5 DU). The Town's Planning and Zoning Board approved a redevelopment project for this site on July 7th, 2015 for six (6) DU (Res. 2056). If the existing four (4) DU development is demolished (vacant land) there would be a maximum of nine (9) DU available (TDR units). If the site is redeveloped with six (6) DU as approved by the Town and nine (9) DU are permitted by right, the site would have three (3) TDR units available as currently proposed.

Should you need further information or assistance, please feel free to contact the Town at 305-866-6241 or our office directly at 954-757-9909. The firm of Michael Miller Planning Associates, Inc. serves as the Consultant Town Planner to this community.

Sincerely yours,

Michael J. Miller, AICP
Consultant Town Planner

CC: Marlene Siegel, CMC – Town Clerk

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

A. Settlement Statement

B. Type of Loan

☐ 1. FHA	☐ 2. FmHA	☐ 3. Conv. Unins.	6. File Number 01.14.00052.07	7. Loan Number	8. Mortg. Ins. Case Num.
☐ 4. V.A.	☐ 5. Conv. Ins.		ID:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Equity Miami LLC, a Florida limited company
Address of Borrower: 90 SW 3rd Street, CU 5, Miami, Florida 33130

E. NAME OF SELLER: Jovan Jovanov and Gordana Jovanov, his wife
Address of Seller: 9350 Bay Harbor Ter, Miami, Florida 33154

TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 9350 Bay Harbor Ter, Miami, Florida 33154

H. SETTLEMENT AGENT: Granados, P.A.
Place of Settlement: 50 W Mashia Drive, Ste 4, Koy Biscayne, Florida 33148

TIN: 26-4291294

Phone: 305-951-5477

I. SETTLEMENT DATE: 7/11/14

DISBURSEMENT DATE: 7/11/14

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	1,080,000.00	401. Contract sales price	1,080,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	9,142.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,089,142.00	420. Gross amount due to seller:	1,080,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	1,053,943.12	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	45,679.16
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	114,368.17
205.		505. Payoff of second mortgage loan	120,300.00
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508. Payoff of third mortgage loan	121,581.29
209.		509. Water hold Back Escrow	650.00
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/14 to 07/11/14	4,810.83	511. County taxes from 01/01/14 to 07/11/14	4,810.83
212. Assessments	596.77	512. Assessments	596.77
213. Rent 9370 from 07/11/14 to 07/31/14		513. Rent 9370 from 07/11/14 to 07/31/14	
214. Rent 9380 from 07/11/14 to 07/31/14		514. Rent 9380 from 07/11/14 to 07/31/14	
215. Rent 9360 from 07/11/14 to 07/31/14	612.90	515. Rent 9360 from 07/11/14 to 07/31/14	612.90
216. Dep & Lst Mn 9360	1,900.00	516. Dep & Lst Mn 9360	1,900.00
217. Dep & Lst Mn 9370	1,975.00	517. Dep & Lst Mn 9370	1,975.00
218. Dep & Lst Mn 9380	2,250.00	518. Dep & Lst Mn 9380	2,250.00
219.		519.	
220. Total paid by/for borrower:	1,065,688.62	520. Total reductions in amount due seller:	414,734.12
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	1,089,142.00	601. Gross amount due to seller (line 420)	1,080,000.00
302. Less amount paid by/for the borrower (line 220)	(1,065,688.62)	602. Less total reductions in amount due seller (line 520)	(414,734.12)
303. Cash (☒ From ☐ To) Borrower:	23,453.38	603. Cash (☒ To ☐ From) Seller:	665,265.88

Substitute Form 1099 Seller Statement:
furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

I. Settlement charges		Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$1,080,000.00 @ 2.0000 % =	21,600.00			
701.	21,600.00 2.0000 % to CWV Realty Group LLC				
702.	% to				
703. Commission paid at settlement					21,600.00
704.	to				
800. Items payable in connection with loan:		Borrower POC	Seller POC		
801. Loan origination fee	% to				
802. Loan discount	% to				
803. Appraisal fee	to				
804. Credit report	to				
805. Lender's inspection fee	to				
806. Mortgage insurance application fee	to				
807. Assumption Fee	to				
808.	to				
809.	to				
810.	to				
811.	to				
900. Items required by lender to be paid in advance:		Borrower POC	Seller POC		
901. Interest from	to @ /day				
902. Mortgage insurance premium for	months to				
903. Hazard insurance premium for	years to				
904. Flood insurance premium for	years to				
905.	years to				
1000. Reserves deposited with lender:		Borrower POC	Seller POC		
1001. Hazard insurance	months @ per month				
1002. Mortgage insurance	months @ per month				
1003. City property taxes	months @ per month				
1004. County property taxes	months @ per month				
1005. Annual assessments	months @ per month				
1006. Flood insurance	months @ per month				
1007.	months @ per month				
1008.	months @ per month				
1009. Aggregate accounting adjustment					
1100. Title charges:		Borrower POC	Seller POC		
1101. Settlement or closing fee	to Granados, P.A.			750.00	
1102. Abstract or title search	to Attorneys' Title Insurance Fund, Inc.			125.00	
1103. Title examination	to				
1104. Title Examination	to Granados, P.A.			275.00	
1105. Document preparation	to Granados, P.A.			195.00	
1106. Title Evidence / Commitment	to Granados, P.A.			235.00	
1107. Attorney's Fees	to Granados, P.A.			1,600.00	
(includes above item numbers:)					
1108. Title Insurance	to Old Republic Nat. Title/Granados, P.A.			5,275.00	
(includes above item numbers:)					
1109. Lender's coverage (Premium):					
1110. Owner's coverage (Premium):	\$1,080,000.00 (\$5,275.00)				
1111. Endorse:					
1112. FedEx / Courier / Shipping	to Granados, P.A.			125.00	
1113. Escrow / Wire Fees	to Granados, P.A.			155.00	
1200. Government recording and transfer charges:					
1201. Recording fees	Deed \$27.00 Mortgage(s) Releases \$20.00			27.00	20.00
1202. City/county tax/stamps	Deed \$4,860.00 Mortgage(s)				4,860.00
1203. State tax/stamps	Deed \$5,480.00 Mortgage(s)				5,480.00
1204.	to				
1205.	to				
1300. Additional settlement charges:		Borrower POC	Seller POC		
1301. Survey	to				
1302. Seller's Attorney	to Judith J. Loffredo Attorney at Law				1,800.00
1303. Lien Search	to Reliable Lien Search			180.00	
1304. 2013 Taxes	to Miami-Dade County Tax Collector				10,919.16
1305.	to				
1306.	to				
1307.	to				
1308.	to				
1309.					
1400. Total settlement charges:				9,142.00	45,679.16
(Enter on lines 103, Section J and 502, Section K)					

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 01.14 00052.07

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

Equity Miami LLC
a Florida limited company

By: _____

Maria E. Harada
Manager

Seller(s)

Jovan Jovanov

Gordana Jovanov

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Granados, P.A.

By: _____

Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

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Borrower(s)

Equity Miami LLC
a Florida limited company

By: _____

Maria V. Harada
Manager

Seller(s)

Jovan Jovanov

Gordana Jovanov

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Granados, P.A.

By: _____

Date: _____

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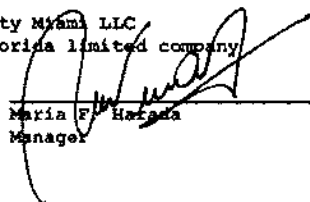
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Borrower(s)

Equity Miami LLC
a Florida limited company

By: 

Maria F. Harada
Manager

Seller(s)

Jovan Jovanov

Gordana Jovanov

Settlement Agent

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Granados, P.A.

By: _____

Date: _____

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Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Date: December 4, 2015

Property Address: Equity Miami, LLC
9350 Bay Harbor Terrace
Bay Harbor Islands, FL 33154



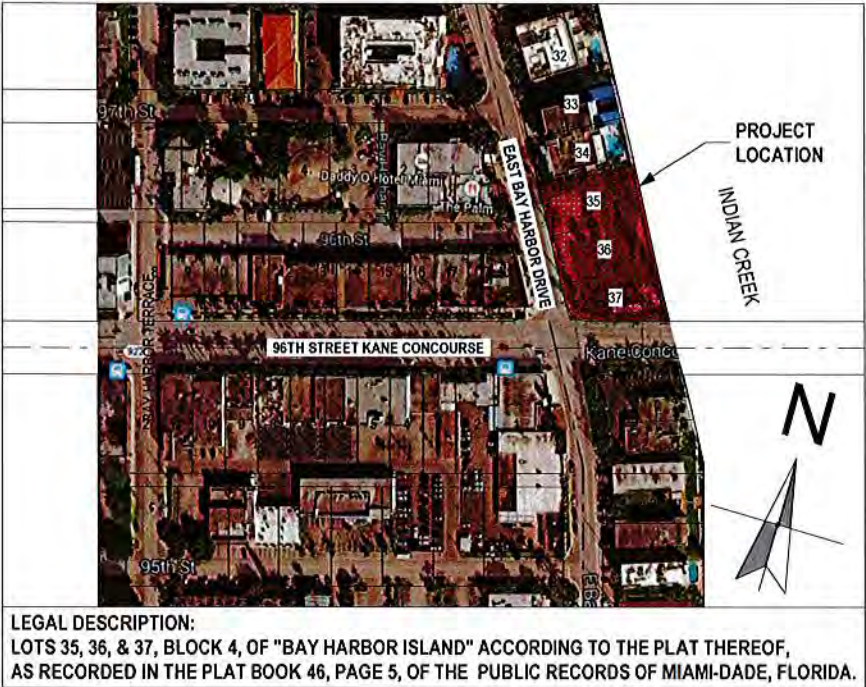
Vacant lot- No violations observed.



Vacant lot- View of the vacant lot from 94 street.

GRAND BEACH HOTEL BAY HARBOR

9601 East Bay Harbor Drive
Bay Harbor Islands, Florida 33154



DEVELOPER
MB DEVELOPMENT, LLC
9418 Collins Avenue
Surfside, FL 33154

STRUCTURAL ENGINEER
DE LOS REYES ENGINEERING, INC.
8726 N.W. 26th St., Suites 1 & 2
Miami, FL 33172
(305) 477-8814

MEP ENGINEER
RJ MIRANDA CONSULTANTS, INC
8211 S.W 11 Terrace
Miami, FL 33156
(305) 661-0800

CIVIL ENGINEER
ROSS ENGINEERING, INC.
17670 N.W. 78th Ave.,
Hialeah, FL 33015
(786) 468-8304

ARCHITECTURE
CARINO & CO.
1500 Bay Road Suite 618
Miami Beach, FL 33139
(786) 218-2188

LANDSCAPE ARCHITECT
SECTION-L
3821 El Prado Blvd,
Miami, FL 33133
(305) 400-8525

TRAFFIC ENGINEER
DAVID PLUMMER & ASSOCIATES
1750 Ponce De Leon Blvd.,
Coral Gables, FL 33134
(305) 447-0900

SEAWALL ENGINEER
OCEAN CONSULTING, INC.
340 Minorca Ave., Suite 7
Coral Gables, FL 33134
(305) 921-9344

SHEET INDEX	
ID	NAME
	COVER SHEET
	OVERALL SITE PLAN
	SURVEY
	PROJECT DATA
A-001	BUILDING ZONE AREAS BY CATEGORY
A-002	ADJACENT LAND USES
A-100	LOWER LEVEL - GARAGE
A-101	LEVEL 1 - LOBBY
A-102	LEVEL 2 - UNITS
A-103	LEVEL 3 - UNITS
A-104	LEVEL 4 - UNITS
A-105	LEVEL 5 - UNITS
A-106	LEVEL 6 - UNITS
A-107	LEVEL 7 - UNITS
A-108	LEVEL 8 - ROOF
A-109	TOP OF ROOF
A-200(a)	BUILDING SETBACK PLANES
A-200(b)	SLAB PROTRUSION DETAILS
A-201	WEST ELEVATION
A-202	NORTH ELEVATION
A-203	EAST ELEVATION
A-204	SOUTH ELEVATION
A-301	SECTIONS
A-302	SECTIONS
A-311	SECTIONS
A-312	SECTIONS
A-619	VALET PARKING DIAGRAM
A-620	DELIVERY TRUCK PARKING DIAGRAM
A-621	GARBAGE / RECYCLING PICK-UP PROCESS
A-622	RETAINING WALL AT NORTH PROPERTY LINE
A-623	NORTH PROPERTY LINE FENCE
A-626	TOP OF ROOF SCREEN & MECHANICAL ROOM DETAILS
A-629	PUBLIC PROMENADE - RAISED
A-702	EXTERIOR BUILDING MATERIALS & FINISHES
LS-101	LOBBY LEVEL LIFE SAFETY PLAN
LS-200	FIRE ENGINE NORTH DRIVEWAY SET-UP SECTION VIEW
LS-201	FIRE ENGINE SOUTH DRIVEWAY SET-UP SECTION VIEW
LG-101	GROUND FLOOR LIGHTING PLAN
LV-101M	LEVEL 1 - LOBBY LOW VOLTAGE MUSIC PLAN
C-1	GENERAL NOTES AND SPECIFICATIONS
C-2	PAVING GRADING AND DRAINAGE PLAN
C-3	WATER AND SANITARY SEWER PLAN
C-4	PAVEMENT MARKING AND SIGNAGE PLAN
C-5	POLLUTION AND EROSION CONTROL PLAN
C-6	PAVING GRADING AND DRAINAGE DETAILS
C-7	WATER AND SANITARY SEWER DETAILS
C-8	POLLUTION PREVENTION DETAILS
C-9	FPL POLE LAYOUT
L-001	TREE SURVEY
L-002	TREE DISPOSITION
L-300	LANDSCAPE CALCULATIONS AND NOTES
L-301	GROUND FLOOR : TREES & PALMS PLAN
L-302	GROUND FLOOR : SHRUBS & GROUND COVER PLAN
L-303	SECOND FLOOR TERRACE : PLANTING PLAN
L-304	THIRD FLOOR TERRACE : PLANTING PLAN
L-305	FOURTH FLOOR TERRACE : PLANTING PLAN
L-306	FIFTH FLOOR TERRACE : PLANTING PLAN
L-307	SIXTH FLOOR TERRACE : PLANTING PLAN
L-308	SEVENTH FLOOR TERRACE : PLANTING PLAN
L-309	SOUTH LANDSCAPE ELEVATION
L-310	WEST LANDSCAPE ELEVATION
L-311	NORTH LANDSCAPE ELEVATION
L-312	NORTH LANDSCAPE ELEVATION : NEIGHBOR
L-313	EAST LANDSCAPE ELEVATION
SIG-101a	LEVEL 1 - LOBBY : EXTERIOR SIGNAGE
SIG-200	PRIMARY MONUMENT SIGN & SECONDARY SIGN DETAILS
SIG-201	LEVEL 1 - LOBBY : SIGNAGE PROOFS
	RENDERING
	AERIAL RENDERING



BM Server: BIMSERVERX - BIM Server: 100Bay Harbor Bay Harbor
These designs and drawings are the Copyrighted property of M.B. Development, LLC. Architects and Planners, and may not be reproduced except with the specific written consent of the Architect.
The contractor must check and verify all dimensions and conditions of the work and is responsible for the work and is responsible for the work and is responsible for the work. Drawings may not be scaled.



1 OVERALL SITE PLAN
NOT TO SCALE

DEVELOPMENT
9418 Collins Ave.
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:
CARINO & CO.
ARCHITECTS & PLANNERS
9418 COLLINS AVE.
SURFSIDE, FL 33154
TEL: 305.441.1111
FAX: 305.441.1112
info@carinoandco.com

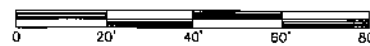
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

OVERALL SITE PLAN

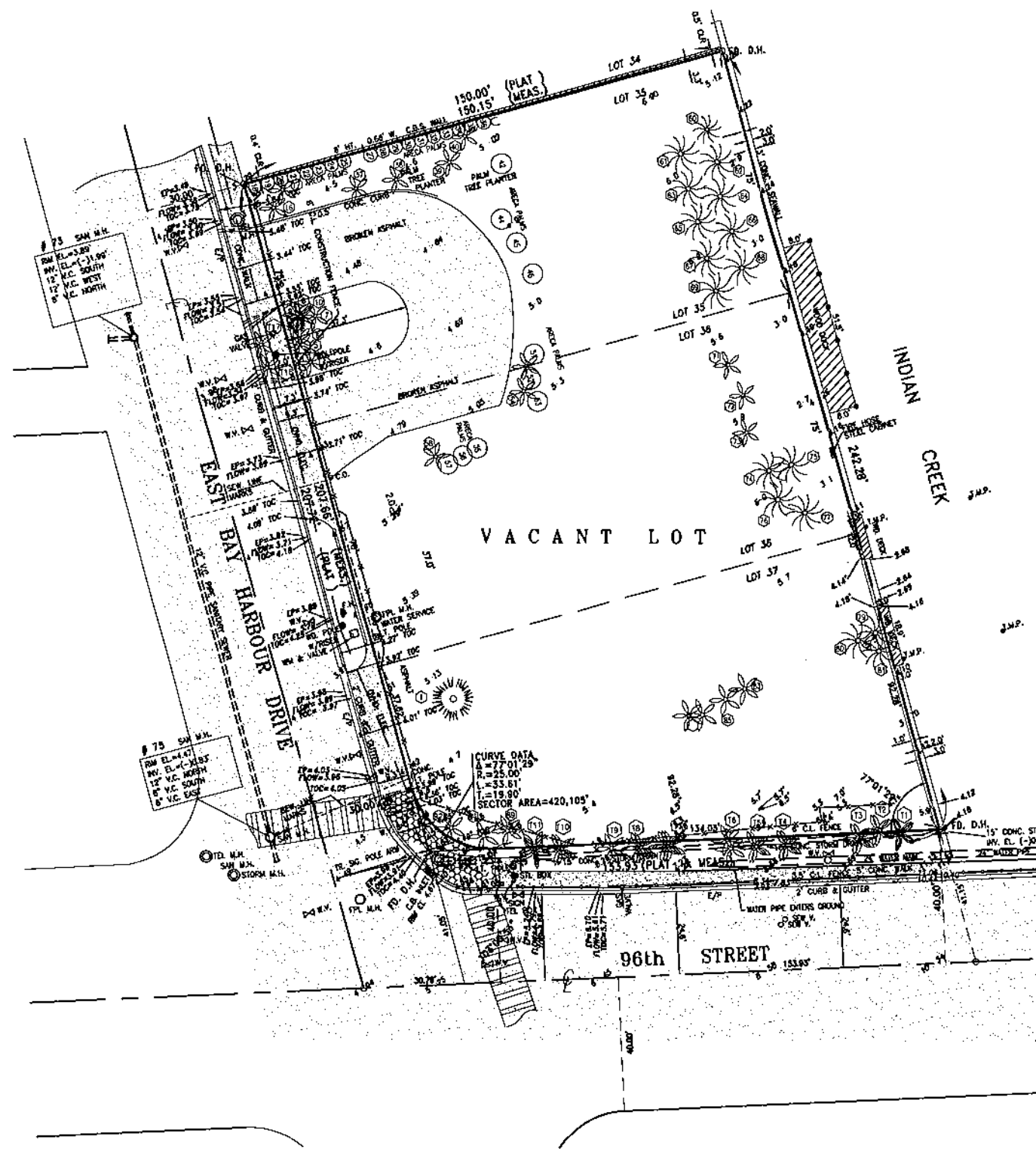
No. REVISION DATE

PROJECT DATA
R. DATE: 10/15/2015

ALTA/ACSM LAND TITLE SURVEY BOUNDARY & TOPOGRAPHIC SURVEY



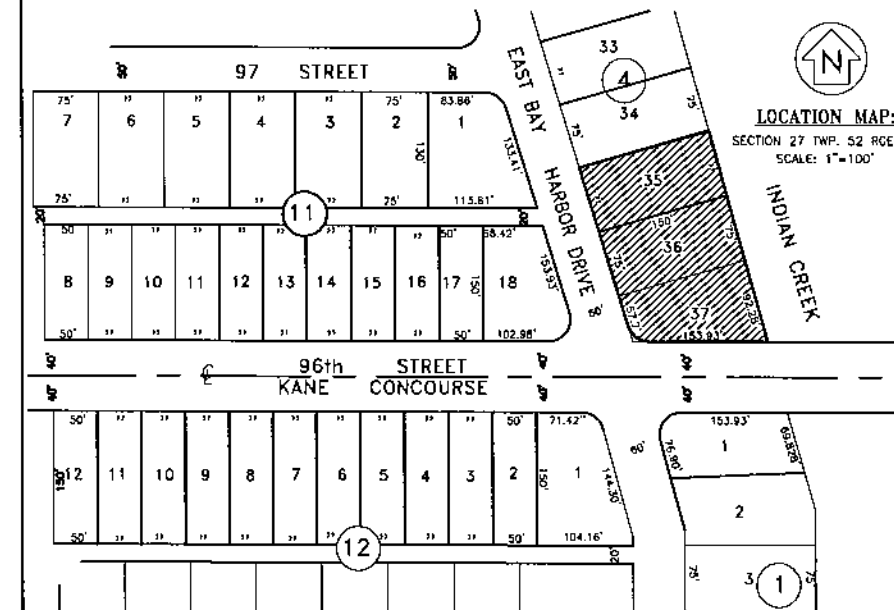
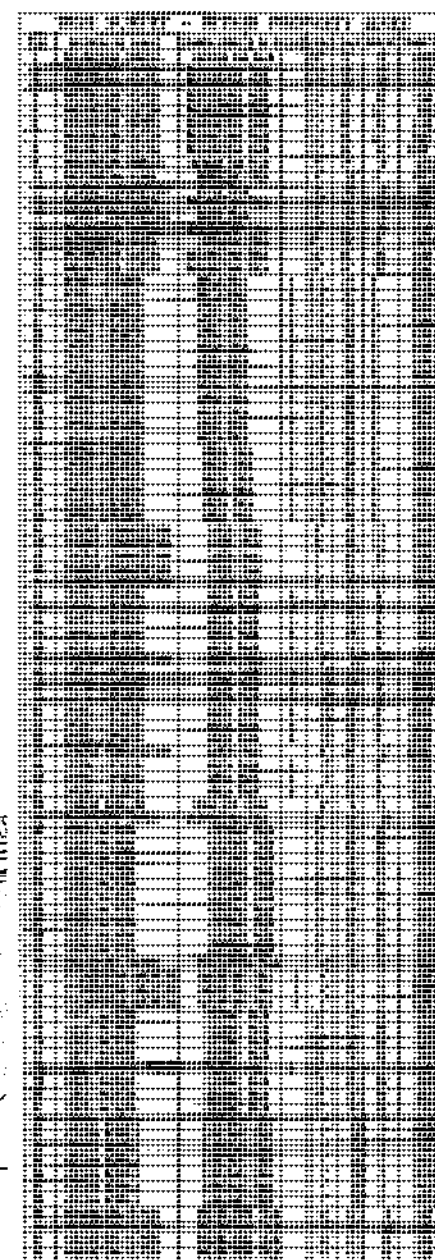
GRAPHIC SCALE:
SCALE: 1 INCH = 20 FEET



LEGEND:

- ASPH. ASPHALT
- BFP BACKFLOW PREVENTER
- BLOC. BUILDING
- C.B. CATCH BASIN
- C. CENTERLINE
- C.O. CLEAN OUT
- C.L. CHAIN LINK (FENCE)
- CL. CLEAR (WALL)
- CONC. CONCRETE
- D.H. DRILL HOLE
- DIP. DUCTILE IRON PIPE
- ELEC. ELECTRIC
- E/P. EDGE PAVEMENT
- FOUND. FOUND
- HC. HANDICAP PARKING SPACE
- INV. CL. INVERT ELEVATION
- IP. IRON PIPE
- LB. LAND SURVEYOR BUSINESS
- MEAS. MEASURE
- M.H. MANHOLE
- M&D. NAIL & DISK
- CHAD. OVERHEAD
- P/L. PROPERTY LINE
- RLS. REGISTERED LAND SURVEYOR NO.
- SAH. SANITARY
- TOC. TOE OF CURVE
- T.M.P. TIMBER MOORING PILE
- TR. S.K. TRAFFIC SIGNAL (POLE)
- V.C. VITRIFIED CLAY (PIPE)
- WM. WATER METER

INDICATES TREE REMOVED DURING DEMOLITION



CERTIFIED TO:

BAY HARBOR HOTEL, LLC
THE CHURCH BY THE SEA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE

ORDER NO. 9015: REVISED THIS 27th DAY OF JANUARY, 1988 TO SHOW FIRST FLOOR ELEVATIONS.

NATIONAL FLOOD INSURANCE PROGRAM DATA:
THIS PROPERTY LIES IN ZONE "AE",
HAVING A BASE FLOOD ELEVATION OF 9.0' FOR WEST PORTION
AND 10.0' FOR EAST PORTION OF PROPERTY.
SOURCE: "FIRM" (FLOOD INSURANCE RATE MAP)
COMMUNITY NO. 120637
PANEL NO. D144 L
MAP DATED: SEPT. 11, 2009

EXISTING FIRST FLOOR ELEVATIONS:

BUILDING 1 ELEVATION 5.86'
BUILDING 2 ELEVATION 8.75'
BUILDING 3 ELEVATION 8.80'
BUILDING 4 ELEVATION 6.88'

LEGAL DESCRIPTION:

SURVEY OF LOTS 35, 36 AND 37, OF BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: LYING AND BEING IN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.

CONTAINING 33,672.61 SQUARE FEET OR 0.7730 ACRES

SURVEYOR'S NOTES:

- ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
- SOURCE BENCHMARK IS USC & GS, BM. 9-243, LOG. No 2225, BRASS DISK IN SIDEWALK, AT THE SW CORNER OF BRIDGE OVER INDIAN CREEK ON 96th STREET. ELEVATION 11.77 FEET.

SURVEYOR'S CERTIFICATION:

WE HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION AND THAT THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, UNDER CHAPTER RULE 5-J 17 FLORIDA ADMINISTRATIVE CODE, CHAPTER 472.027 FLORIDA STATUTES. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE REGISTERED LAND SURVEYOR SHOWN HEREON.

TREE SURVEY - ON SIDEWALK						
(#)	BOTANICAL NAME	COMMON NAME	# IN QUARTER	DBH (IN)	SPREAD (FT)	CONDITION
11	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
12	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
13	VEITCHIA MERRILLI	CHRISTMAS PALM	2	7"	30'	FAIR
14	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
15	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
16	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
17	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
18	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
19	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	30'	FAIR
20	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
21	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
22	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
23	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
24	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
25	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
26	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
27	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
28	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
29	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
30	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
31	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
32	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
33	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
34	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
35	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
36	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
37	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR

A.R. TOUSSAINT & ASSOCIATES, INC.

BY: _____ PRES.
ALBERT R. TOUSSAINT
REGISTERED ENGINEER NO. 8939
REGISTERED SURVEYOR AND MAPPER NO. 907
STATE OF FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION LB-273

10	01-13-18	ORDER 14874, BOUND SURVEY	WT	
9	01-13-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
8	01-13-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
7	06-15-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
6	02-12-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
5	02-12-18	ORDER 14874, BOUND & TOPOG SURVEY & CHART, PAGE 2	WT	
4	02-12-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
3	06-15-18	ORDER 14874, BOUND & TOPOG SURVEY, PAGE 1	WT	
2	06-15-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
1	06-15-18	ORDER 14874, BOUND & TOPOG SURVEY	WT	
NO.	DATE	REVISIONS	BY	CHKD

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BIM Source: Bluebeam® - Data Source: 10/10/2015 10:10:15 AM

DESIGN DATA

PROJECT NAME:
NEW NAME: GRAND BEACH HOTEL - BAY HARBOR
CONSTRUCTION TYPE: TYPE II
OCCUPANCY TYPE: HOTEL
PROPOSED USE: HOTEL
ADDRESS: 9601 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154
FLOOD ZONE: A.E. 10

LOT SIZE:
150.15' X 242.28' X 153.93' X 207.66' = 33,658 SF (IRREGULAR LOT)

GROSS LOT AREA:
33,658 SF = 0.7727 ACRES

ZONING DESIGNATION:
RM-1 (LOTS 35 & 36)
GATEWAY (LOT 37)

MAXIMUM HEIGHT:
FROM BASE FLOOD ELEVATION (B.F.E.)
ALLOWED: 75'
PROVIDED: 74'-10"

DEVELOPMENT INTENSITY - NUMBER OF GUEST ROOMS:
ALLOWED: 54
PROPOSED: 96 (TD)*

70 HOTEL ROOMS PER ACRE x 7.727 ACRES
MAX. HOTEL INTENSITY (SEC. 23-11, B-1/AMENDED 11/12/2013)
TDR DWELLING UNIT CONVERSION RATE = 0.486
96 PROPOSED ROOMS - 54 ALLOWED ROOMS = 42 ROOMS
42 ROOMS x 0.486 = 20.41 / ROUNDED TO 20 TDR UNITS
*20 TDR'S REQUIRED

MINIMUM GUEST ROOM SIZE:
ALLOWED: 300 SF
PROVIDED: 368 SF

AVERAGE GUEST ROOM SIZE:
ALLOWED: 340 SF
PROVIDED: 502 SF

NUMBER OF PARKING SPACES:
ONE SPACE FOR EACH OF THE FIRST 20 GUEST ROOMS
ONE ADDED SPACE FOR EACH TWO GUEST ROOMS, OR
FRACTION THEREOF, IN EXCESS OF 20.
* ADDITIONAL 11 SPACES TO BE APPLIED FOR THROUGH TOWN PARKING TRUST.
ALL 21 SPACES PREVIOUSLY APPROVED IN TOWN PARKING TRUST WILL REMAIN.

ZONING DATA
LAND USE DESIGNATION: MEDIUM - HIGH (M-H) DENSITY
EXISTING PUD / GATEWAY (LOT 35) & RM-1 (LOTS 36 & 37)
TOTAL SITE AREA: 33,658 SF = 0.772681 ACRES

BASE FLOOD ELEVATION (B.F.E.) = +10'-0" N.G.V.D.
PROPOSED FINISHED FLOOR ELEVATION = +10'-0" N.G.V.D.

AVERAGE ELEVATION @ CROWN OF ROAD (EAST BAY HARBOR DRIVE) = +4.9' N.G.V.D.
AVERAGE ELEVATION @ CROWN OF ROAD (96TH STREET / KANE CONCOURSE) = +4.5' N.G.V.D.

BUILDING SETBACKS
NOTE: LOTS 35 & 36 IN RM-1 DISTRICT ZONING; LOT 37 IN GATEWAY (G) DISTRICT ZONING.
REFER TO SHEET A-200 FOR GRAPHIC REPRESENTATION OF SETBACKS

SIDE / DISTRICT / DIRECTION / ADJUTMENT	TYPE	ALLOWED	PROVIDED
FRONT / RM-1 & GATEWAY / WEST / E. BAY HARBOR DR.	SETBACK (RM-1) SETBACK (GATEWAY) STEP BACK (GATEWAY)	30'-0" (WITH NO STEP BACK) 20'-0" 2:1 SLOPE AFTER 25' TO 30' MAX. STEP BACK	COMPLIANT COMPLIANT COMPLIANT
	UNDERGROUND PARKING	15' FROM 96TH ST. R.O.W	COMPLIANT
SIDE / GATEWAY / SOUTH / 96TH STREET (KANE CONCOURSE)	SETBACK STEP BACK POOL DECK POOL UNDERGROUND PARKING	25'-0" W/ NO STEP BACK 2:1 SLOPE AFTER 25' 5' FROM PROPERTY LINE 5' FROM PROPERTY LINE 15' FROM 96TH ST. R.O.W	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT
SIDE / RM-1 / NORTH / PROPERTY LINE	SETBACK STEP BACK UNDERGROUND PARKING	10% OF LOT WIDTH (207'-8.58") = 20'-9.1764" 3:1 SLOPE AFTER 25' 5' FROM PROP. LINE	COMPLIANT COMPLIANT COMPLIANT
BACK / RM-1 & GATEWAY / EAST / WATERFRONT (INDIAN CREEK)	SETBACK POOL POOL DECK UNDERGROUND PARKING WATERWAY (DOCK)	20'-0" 5' FROM SEAWALL EDGE 5' FROM PROPERTY LINE 20' FROM PROPERTY LINE 23' FROM PROPERTY LINE	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT

SITE AREAS	AREA (SF)	% REQUIRED	% OF GROSS LOT PROVIDED
AREA CALCULATION	33,658 SF		
TOTAL GROSS LOT AREA:	33,658 SF		
LANDSCAPED "GREEN" OPEN SPACE AT GROUND LEVEL	7,115 SF	20% MIN.	21.14%
per Sec. 23-11, (B-1), (10), Landscape Requirements of Bay Harbor Islands, Florida, Code of Ordinances			
OPEN SPACE:	14,439 SF	40% MIN.	42.90%
per Table A, Chapter 18, Section 18A-6C5 of the Miami-Dade County Landscape Code			
FIRST FLOOR AREA GROSS:	12,104 SF		35.96%
per Sec. 23-1, Definitions, of Bay Harbor Islands, Florida, Code of Ordinances			

BUILDING AREA CALCULATIONS

INTERIOR FLOOR AREAS - GROSS

STORY	SIZE (GROSS)
PARKING LEVEL:	17,399 SF
LEVEL 1:	12,104 SF
LEVEL 2:	13,056 SF
LEVEL 3:	13,056 SF
LEVEL 4:	12,843 SF
LEVEL 5:	10,870 SF
LEVEL 6:	10,870 SF
LEVEL 7:	8,896 SF
ROOF:	2,565 SF
TOTAL GROSS BUILDING AREA	101,661 SF

LOBBY (GROUND) LEVEL COMMON AREAS

AREAS	SIZE (GROSS)
INTERIOR	
HOTEL LOBBY & CORRIDORS:	3,755 SF
PUBLIC RESTROOMS:	395 SF
GYM:	506 SF
TOTAL INTERIOR PUBLIC AREA:	5,056 SF

EXTERIOR (EAST & SOUTH SIDES)	SIZE (GROSS)
POOL / SPA WATER AREA:	889 SF
POOL DECK SEATING AREA:	2,689 SF
POOL DECK CIRCULATION / WALKWAYS:	2,931 SF
DOCK:	2,452 SF
TOTAL EXTERIOR PUBLIC AREA:	8,961 SF

LIST OF BUILDING USES & AREAS

FLOOR AREAS BY CATEGORY - NET

CATEGORY (INTERIOR)	SIZE (NET)
HORIZONTAL CIRCULATION:	11,570 SF
VERTICAL CIRCULATION:	5,745 SF
GUEST UNITS:	46,450 SF
KITCHEN:	492 SF
MECHANICAL:	3,924 SF
OFFICE:	838 SF
PARKING:	13,657 SF
PUBLIC AREAS:	3,040 SF
PUBLIC RESTROOMS:	391 SF
MERCHANTILE / SERVICE:	524 SF
STORAGE:	4,279 SF
TOTAL INSIDE NET BUILDING AREA	90,910 SF

EXTERIOR	SIZE (NET)
UNIT BALCONIES & TERRACES:	16,806 SF
SOUTH PARKING RAMP:	541 SF
TOTAL OUTSIDE NET BUILDING AREA	17,347 SF

TOTAL NET FLOOR AREA (INTERIOR & EXTERIOR) 108,257 SF

SEE SCHEDULE ON A-001 FOR DETAILED AREA BREAKDOWN BY CATEGORY.

GUEST ROOM UNIT DATA

UNIT TYPE	TYPE	SIZE (SF)	QUANTITY
STANDARD ROOMS	A	463	33
	A1	463	17
	A2	448	2
	A3	745	3
	B	463	1
	C	459	10
	D	501	1
	E	746	5
	F	506	1
	G	353	2
	H	504	1
	J	1,402	1
	TOTAL STANDARD ROOMS		81
ACCESSIBLE ROOMS *	A-SCF	463	3
	A1-SCF	463	1
	C1-SCF	459	2
	D-MBT	501	2
	E-SCF	746	1
	F-MCF	506	1
	F-MRS	506	1
	H-MBT	504	2
	H-MRS	381	1
	L-SCF	760	1
	TOTAL ACCESSIBLE ROOMS		15

ADA CODE	DESCRIPTION
MBT	MOBILITY UNIT WITH BATH TUB
MRS	MOBILITY UNIT W/ ROLL-IN SHOWER
MCF	MOBILITY UNIT W/ COMMUNICATIONS FEATURES
SCF	STANDARD UNIT W/ COMMUNICATIONS FEATURES

NUMBER OF UNITS PER LEVEL (AS CONFIGURED):	TYPE	QUANTITY
LEVEL 1	STANDARD ROOMS	3
	ACCESSIBLE ROOMS	0
	LEVEL 1 TOTAL	3
LEVEL 2	STANDARD ROOMS	15
	ACCESSIBLE ROOMS	4
	LEVEL 2 TOTAL	19
LEVEL 3	STANDARD ROOMS	16
	ACCESSIBLE ROOMS	3
	LEVEL 3 TOTAL	19
LEVEL 4	STANDARD ROOMS	17
	ACCESSIBLE ROOMS	2
	LEVEL 4 TOTAL	19
LEVEL 5	STANDARD ROOMS	10
	ACCESSIBLE ROOMS	4
	LEVEL 5 TOTAL	14
LEVEL 6	STANDARD ROOMS	13
	ACCESSIBLE ROOMS	1
	LEVEL 6 TOTAL	14
LEVEL 7	STANDARD ROOMS	7
	ACCESSIBLE ROOMS	1
	LEVEL 7 TOTAL	8
TOTAL UNITS:	STANDARD ROOMS	81
	ACCESSIBLE ROOMS	15
	HOTEL GUEST ROOM TOTAL	96

ACCESSIBLE ROOMS CALCULATIONS AND ASSIGNMENTS

MINIMUM ROOM NUMBER REQUIREMENTS BELOW ARE PER FBC 2010 ACCESSIBILITY CODE TABLES 224.2 AND 224.4.
NUMBER OF GUEST ROOMS IN HOTEL: 96 = AS CONFIGURED

LEGEND	ROOM TYPE	REQUIRED	PROVIDED	ROOM NUMBERS
MRS	MOBILITY ROOMS WITH ROLL-IN SHOWERS	1	2*	224, 502
MBT	MOBILITY ROOMS WITHOUT ROLL-IN SHOWERS (BATH TUBS)	4	5*	304, 404, 424**, 522, 602
MCF	MOBILITY ROOMS WITH COMMUNICATION FEATURES	1***	1	424**
SCF	STANDARD ROOMS WITH COMMUNICATION FEATURES	9***	9	209, 211, 212, 309, 318, 424**, 501, 521, 717
	TOTALS	13	15	

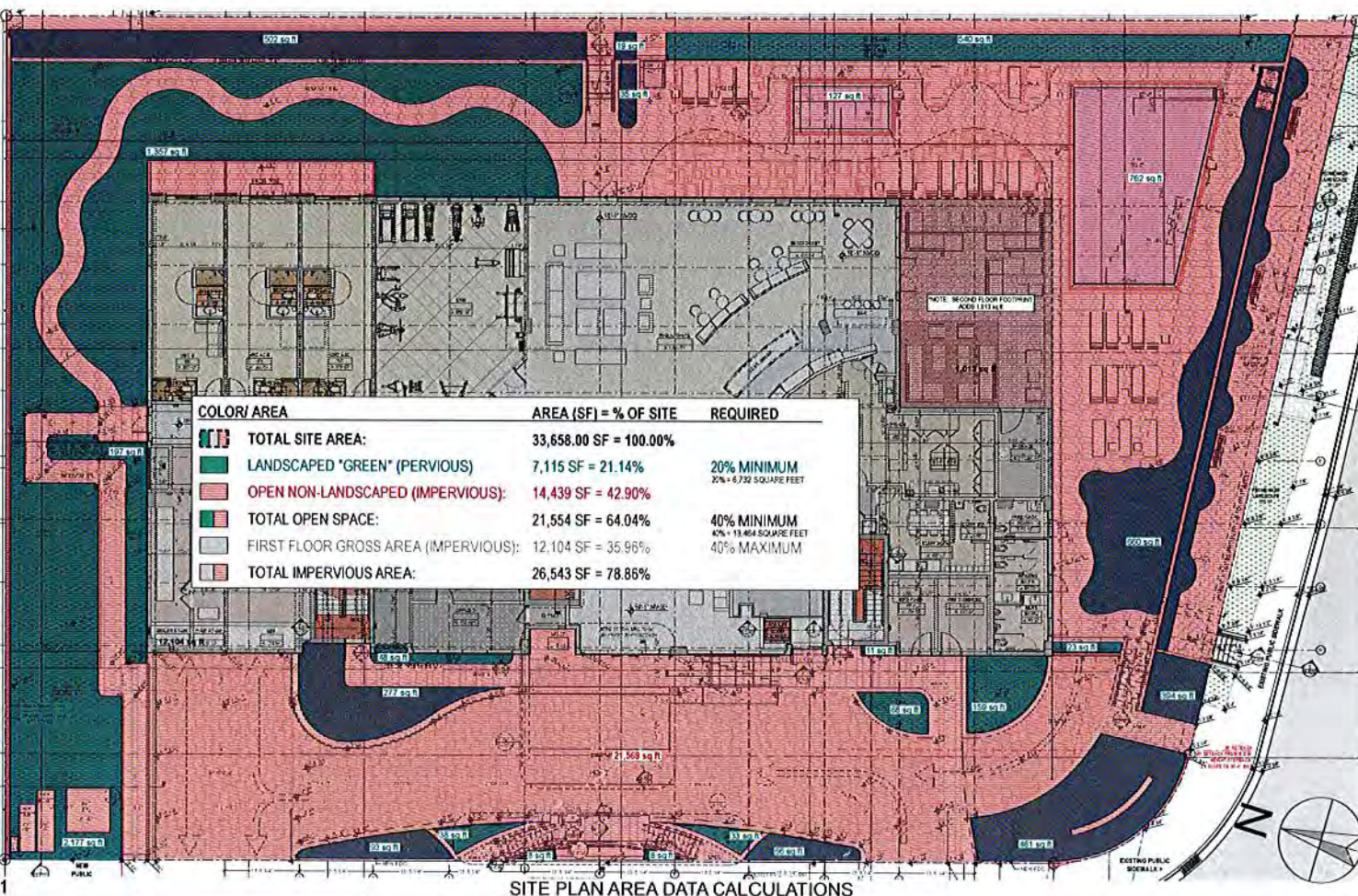
* MORE MOBILITY ROOMS ARE PROVIDED THAN ARE REQUIRED USING AS GUEST ROOM COUNT AS CONFIGURED.
** THIS ROOM MUST BE ONE OF THE MRS OR MBT MOBILITY ROOMS.
*** 9 SCF ROOMS ARE REQUIRED, BUT 1 MUST BE OF TYPE MCF.

TABLE 224.2 GUEST ROOMS WITH MOBILITY FEATURES

Minimum Number of Required Rooms Without Roll-in Showers	Minimum Number of Required Rooms With Roll-in Showers	Total Number of Required Rooms	Florida 5%
1 to 25	0	1	
26 to 50	0	2	
51 to 75	1	4	
76 to 100	1	5	
101 to 150	2	7	
151 to 200	2	8	
201 to 300	3	10	
301 to 400	4	12	
401 to 500	4	13	
501 to 1000	2 percent of total	1 percent of total	3 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000	10, plus 1 for each 100, or fraction thereof, over 1000	30, plus 2 for each 100, or fraction thereof, over 1000

TABLE 224.4 GUEST ROOMS WITH COMMUNICATION FEATURES

Total Number of Guest Rooms Provided	Minimum Number of Required Guest Rooms With Communication Features
2 to 25	2
26 to 50	4
51 to 75	7
76 to 100	9
101 to 150	12
151 to 200	14
201 to 300	17
301 to 400	20
401 to 500	22
501 to 1000	5 percent of total
1001 and over	50, plus 3 for each 100 over 1000



GRAND BEACH HOTEL BAY HARBOR

9601 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

DEVELOPER

M.B. DEVELOPMENT, L.L.C.
9418 COLLINS AVENUE
SURFSIDE, FL 33154

ARCHITECT

CARINO & COMPANY, INC.
1500 BAY ROAD, #618
MIAMI BEACH, FL 33139

MEP ENGINEER

UCI ENGINEERING
4247 S.W. 71ST AVENUE,
MIAMI, FL 33155

TRAFFIC ENGINEER

DAVID PLUMMER & ASSOCIATES
1750 PONCE DE LEON BLVD.,
CORAL GABLES, FL 33134

CIVIL ENGINEER

ROSS ENGINEERING, INC.
17670 N.W. 78TH AVENUE,
HIALEAH, FL 33015

LANDSCAPE ARCHITECT

SECTION-L
3821 EL PRADO BOULEVARD,
MIAMI, FL 33133

STRUCTURAL ENGINEER

DE LOS REYES ENGINEERING, INC.
8726 N.W. 26TH ST., SUITES 1 & 2
MIAMI, FL 33172

SEAWALL ENGINEER

OCEAN CONSULTING, INC.
340 MINORCA AVENUE, SUITE 7
CORAL GABLES, FL 33134



LEGAL DESCRIPTION:
LOTS 35, 36, & 37, BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN THE PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA.

2 PROJECT LOCATION MAP 1" = 200'

PROJECT AMENITIES & NOTES

AMENITY	NOTES
DRIVEWAY (U-SHAPED)	SOUTH ENTRANCE IS ENTRY ONLY (NO EXIT).
INDOOR PARKING FACILITY	47 SPACES TOTAL
VALET PARKING	ALL PARKING IS BY VALET ONLY.
CONCIERGE	
CHECK-IN DESK	
POOL & SPA	SPA HOURS ARE FROM DAWN TO DUSK.
OUTDOOR MUSIC SYSTEM	HOURS ARE FROM DAWN TO DUSK.
BOAT DOCK	12 SLIPS FOR REGISTERED GUESTS OF HOTEL
GYM	FOR REGISTERED GUESTS OF HOTEL
RESTAURANT	FOR REGISTERED GUESTS OF HOTEL
BAR	FOR REGISTERED GUESTS OF HOTEL
GUESTROOMS	96 TOTAL GUESTROOMS

DEVELOPMENT
9418 COLLINS AVE.
SURFSIDE, FL 33154
info@mbdevelopment.net

SEAL

Architect:
JOHN E. CARINO
AR 75603

CONSULTANT:

CARINO & CO.
ARCHITECTS & PLANNERS
1500 BAY ROAD, #618
MIAMI BEACH, FL 33139
CARINO & CO. ARCHITECTS & PLANNERS
1500 BAY ROAD, #618
MIAMI BEACH, FL 33139

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PROJECT DATA

No. REVISION DATE

R-6 PLO COMMENTS 10/15/2015

A-000

PROJECT DATA

R. DATE 10/22/2015

BIM Server: BIMSERVE.X • BIM Server 19/Bay Harbor/Bay Harbor

BIM Server: BIMSERVE.X • BIM Server 19/Bay Harbor/Bay Harbor

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BIM Server: BIMSERVER - BIM Server 19/Bay Harbor/Bay Harbor



1. Seaside Club Residences - 9655 E. Bay Harbor Dr.



2. Island Place Residences - 9721 E. Bay Harbor Dr.



3. 3.5 Story Residences - 9700 E. Bay Harbor Dr.



4. Daddy O Hotel - 9660 E. Bay Harbor Dr.



5. Palm Restaurant - 9650 E. Bay Harbor Dr.



6. Citadel Realty - 9630 E. Bay Harbor Dr.



1 A-002 ADJACENT LAND USES WITHIN 300' OF GRAND BEACH HOTEL

SCALE: 1" = 50'



7. Craig Signer Clothing - 1001 Kane Concourse



10. Betto's Restaurant - 1009 Kane Concourse



13. Subway Restaurant - 1017 Kane Concourse



16. Bistro Cafe and Bakery - 1023 Kane Concourse



22. Ocean Cadillac - 1000 Kane Concourse



8. KC Property - 1005 Kane Concourse



11. Jade Beauty Salon - 1013 Kane Concourse



14. Salon Pooch-Ini - 1019 Kane Concourse



17. Atlantic Pacific Company - 1025 Kane Concourse



23. Riviera Apartments - 9541 E. Bay Harbor Dr.



9. Asia Bay Restaurant - 1007 Kane Concourse



12. Bay Harbor Drugs - 1015 Kane Concourse



15. Turnberry Realty - 1021 Kane Concourse



18. Jackie Abraham Jewelers - 1027 Kane Concourse



24. TAUBCO - 9557 E. Bay Harbor Dr.



19. Harry Sendzischew M.D. - 1029 Kane Concourse



20. Daniel Weissman D.M.D. - 1031 Kane Concourse



21. Mike's Cigars - 1030 Kane Concourse

DEVELOPMENT
9418 Collins Ave.
Suite 100, Ft. 33134
info@mbdevelopment.net

ARCHITECT:
JOHN K. CARINO
AIA 94403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

ADJACENT LAND USES

No. REVISION DATE

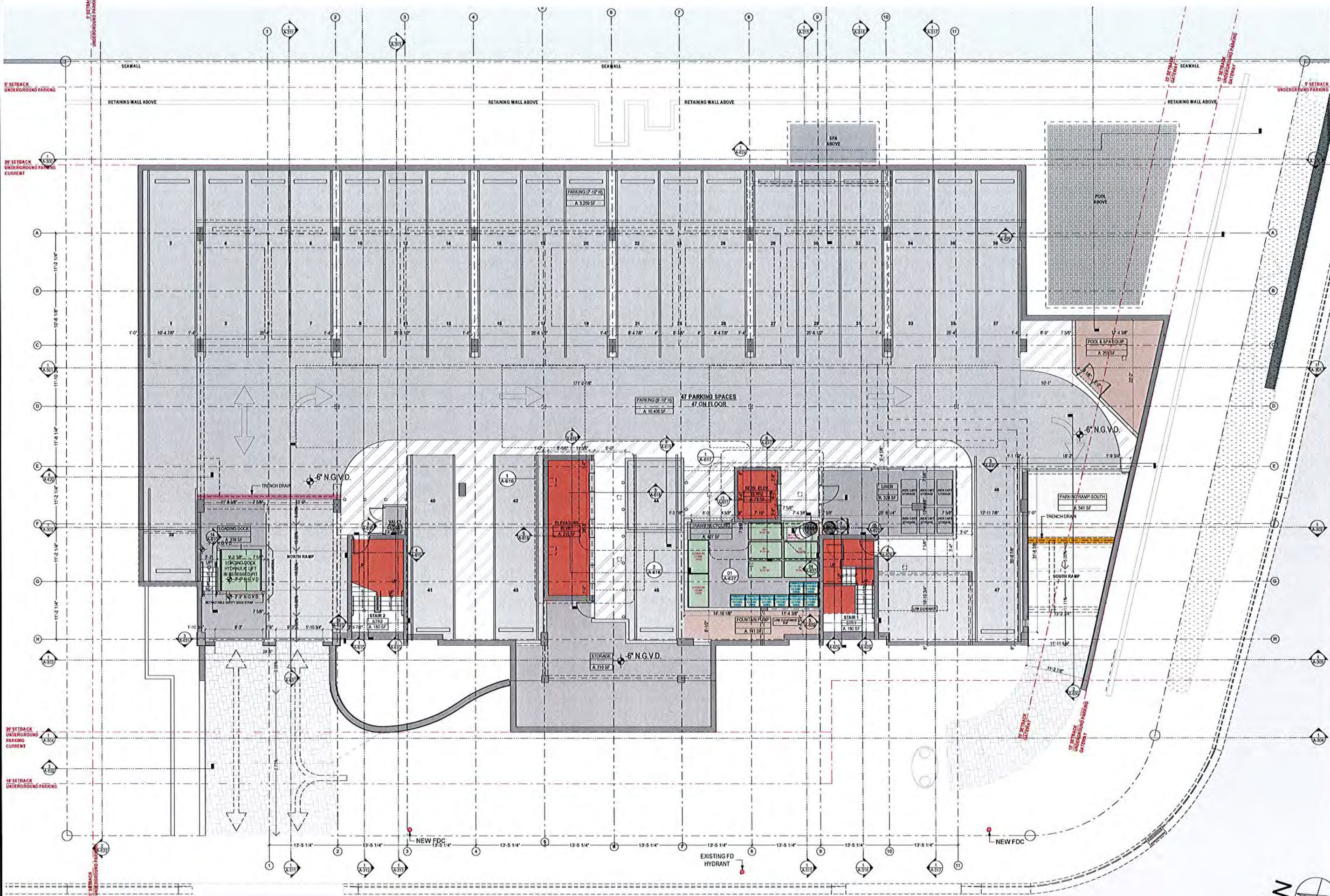
A-002

PROJECT DATA

R. DATE 10/15/2015

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BIM Server: BIMSERVER-01 - BIM Server - 10 Bay Harbor Bay Harbor



1 PARKING LEVEL
A-100
SCALE: 1/8" = 1'-0"





DEVELOPMENT
9418 Collins Ave.
Suite 100, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARNO
AR 76403

Consultant:
CARNO & CO.
ARCHITECTS - PLANNERS
1000 1st Ave. S.W.
Suite 1000
Atlanta, GA 30334
(404) 525-1000
info@carnoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LOWER LEVEL - GARAGE

No.	REVISION	DATE

A-100
PLANS
R. DATE 10/15/2015

BIM Server, BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



1

No	REVISION	DATE
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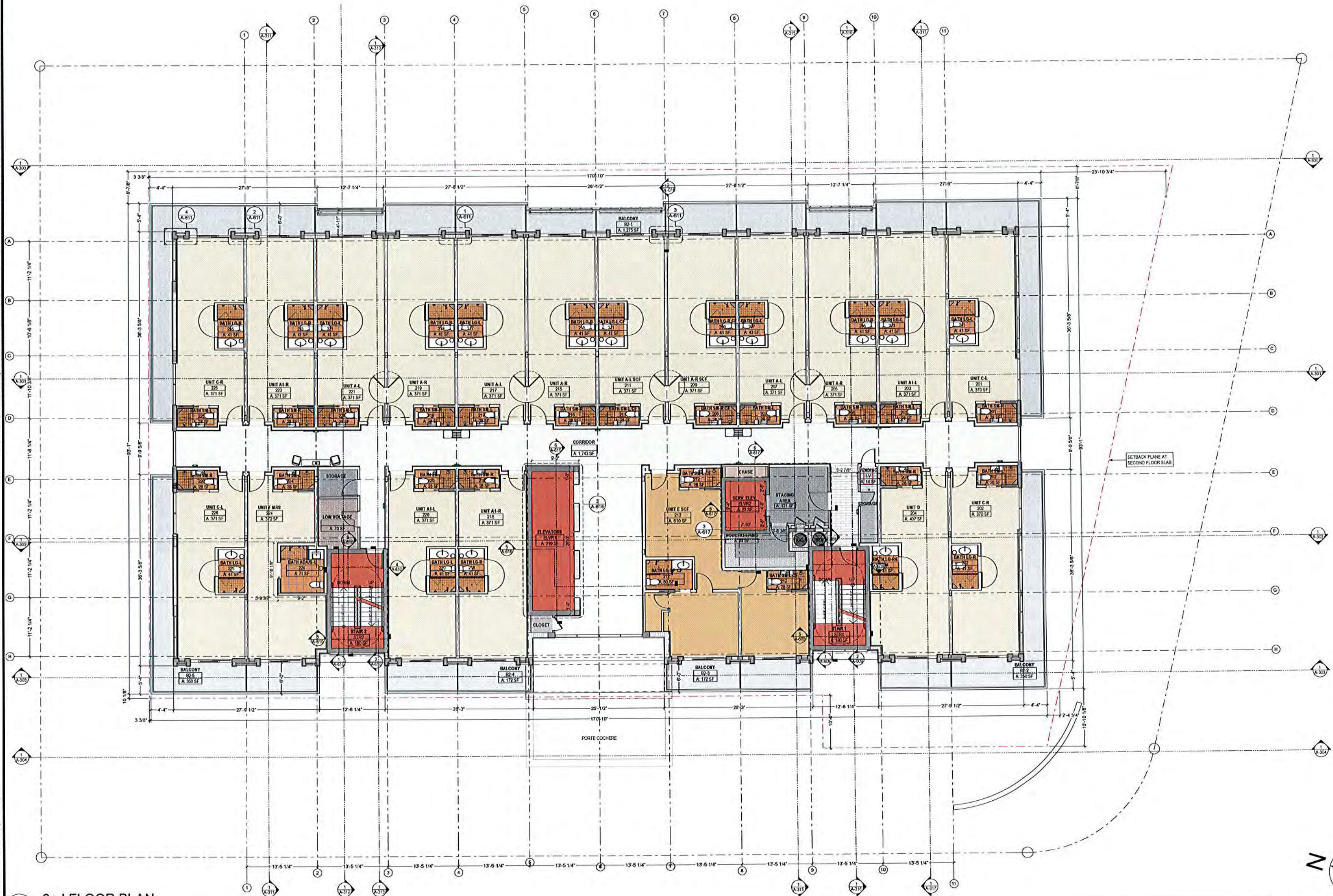
A-101

PLANS

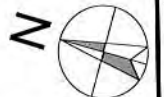
R. DATE: 10/20

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304 Sewer: BMSERVEEX, BIM Server: 10Bay HarborBay Harbor



1 2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



**DEVELOPMENT**
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Architect:
JOHN K. CARINO
AP 9403

SEAL

CONSULTANT:
**CARINO & CO.**
ARCHITECTS - PLLC
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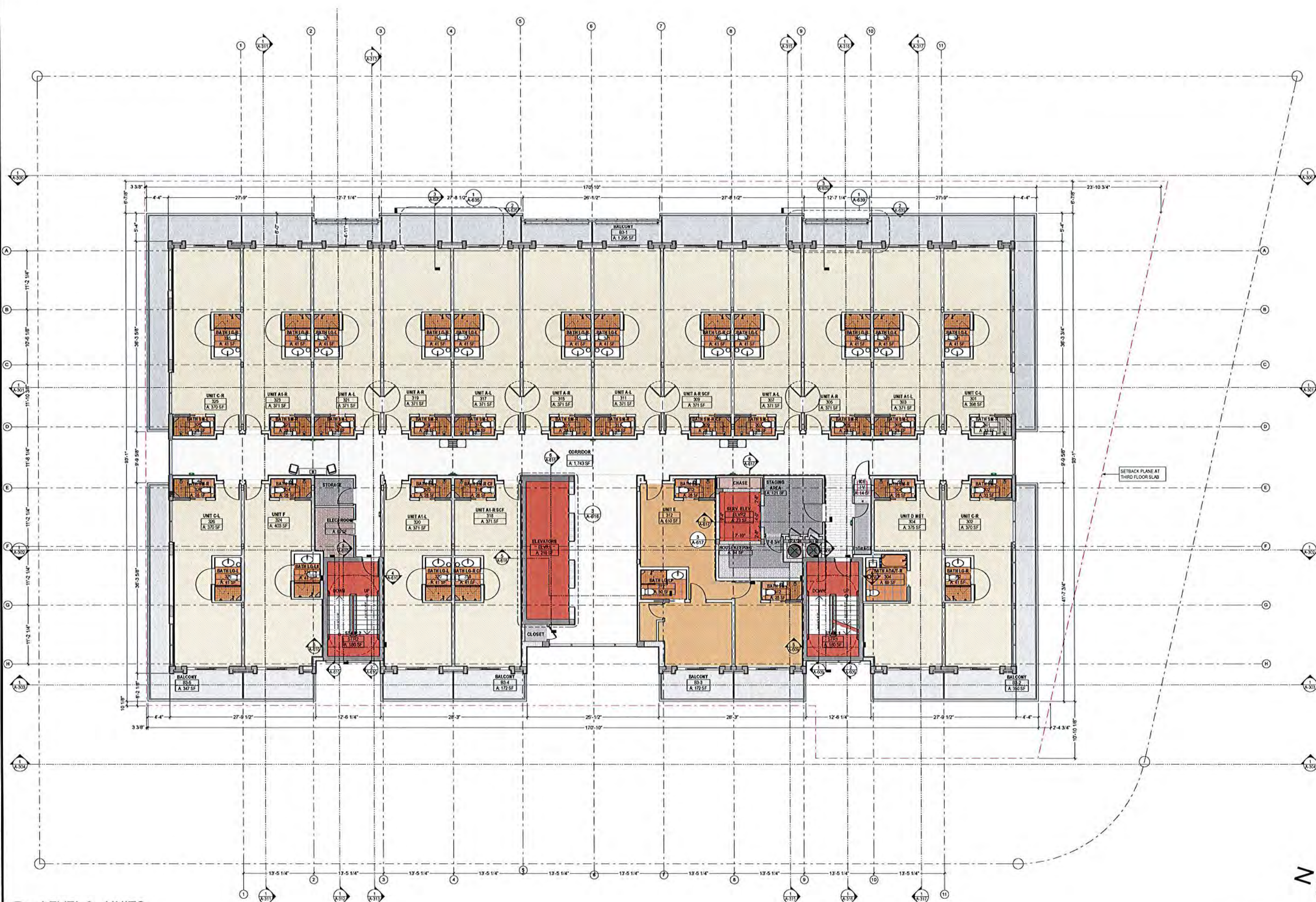
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 2 - UNITS

No. REVISION DATE

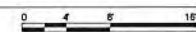
A-102
PLANS
DATE
10/16/2015

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BIM Server: BIMSERVER - BIM Server 195 Bay Harbor Bay Harbor



1 LEVEL 3 - UNITS
A-103
SCALE: 1/8" = 1'-0"



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(305) 555-1000

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 3 - UNITS

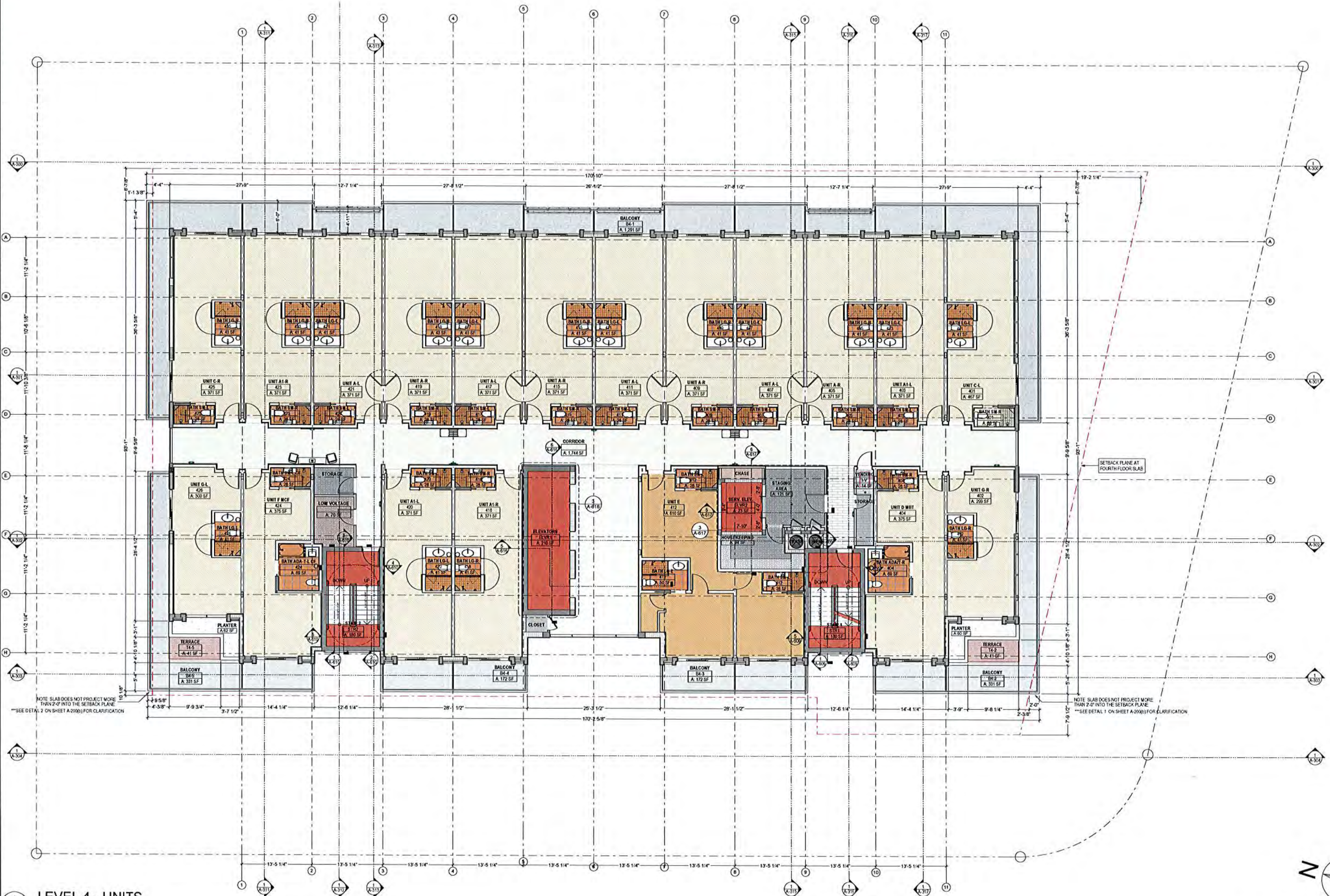
REVISION DATE

A-103

PLANS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



1 LEVEL 4 - UNITS
A-104 SCALE: 1/8" = 1'-0"

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Architect
JOHN C. CARNO
AIA 16605

CONSULTANT



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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 4 - UNITS

No. REVISION DATE

A-104

PLANS
DATE 10/16/2015

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BIM Server: BIMSERVERX - BIM Server 190 Bay Harbor/ Bay Harbor



1 LEVEL 5 - UNITS
SCALE: 1/8" = 1'-0"

DEVELOPMENT
9415 Collins Ave.
Suite 100, FL 33154
info@development.net

Architect:
JOHN K. CARNO
AR 16463

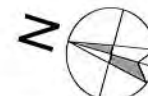
Consultant:
CABINO & CO.
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Tel: 754.561.1111
Fax: 754.561.1112
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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 5 - UNITS

NO.	REVISION	DATE
R-6	PLD COMMENTS	10/15/2015

A-105
PLANS
DATE
10/15/2015

BIM Server: BIMSERVERX - BIM Server 10 Bay Harbor Bay Harbor



A-106

PLANS

R. DATE 10/20/2015

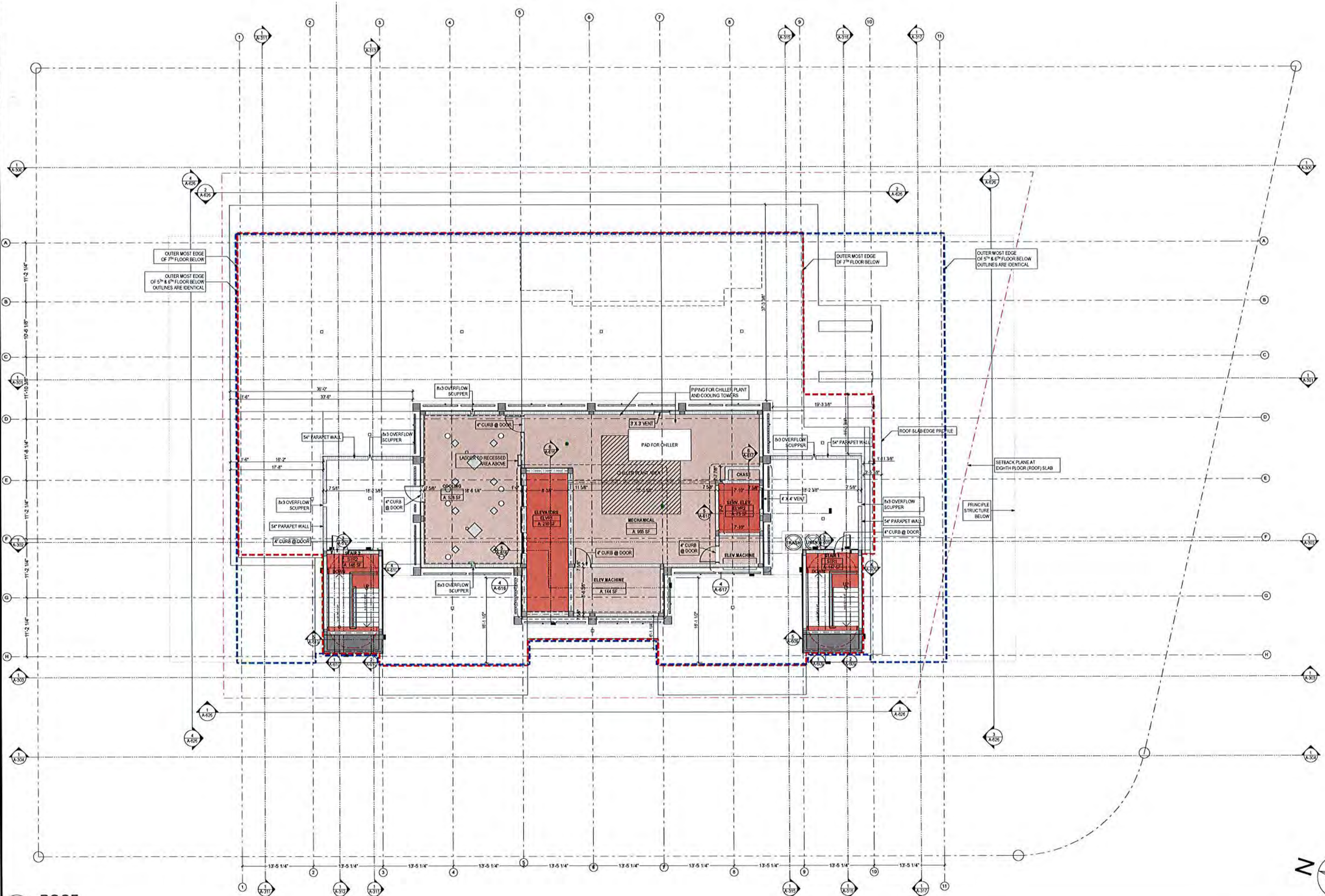
BIM Server: BIMSERVERX - BIM Server 19/Bay Harbor/Bay Harbor

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

R. DATE 10/20/201

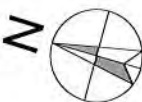
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BIM Server: BIMSERVER-03 - BIM Server - 10 Bay Harbor Bay Harbor



1 ROOF
A-108 SCALE: 1/8" = 1'-0"

0 4 8 16



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ARCHITECT
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A5 9463

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 8 - ROOF

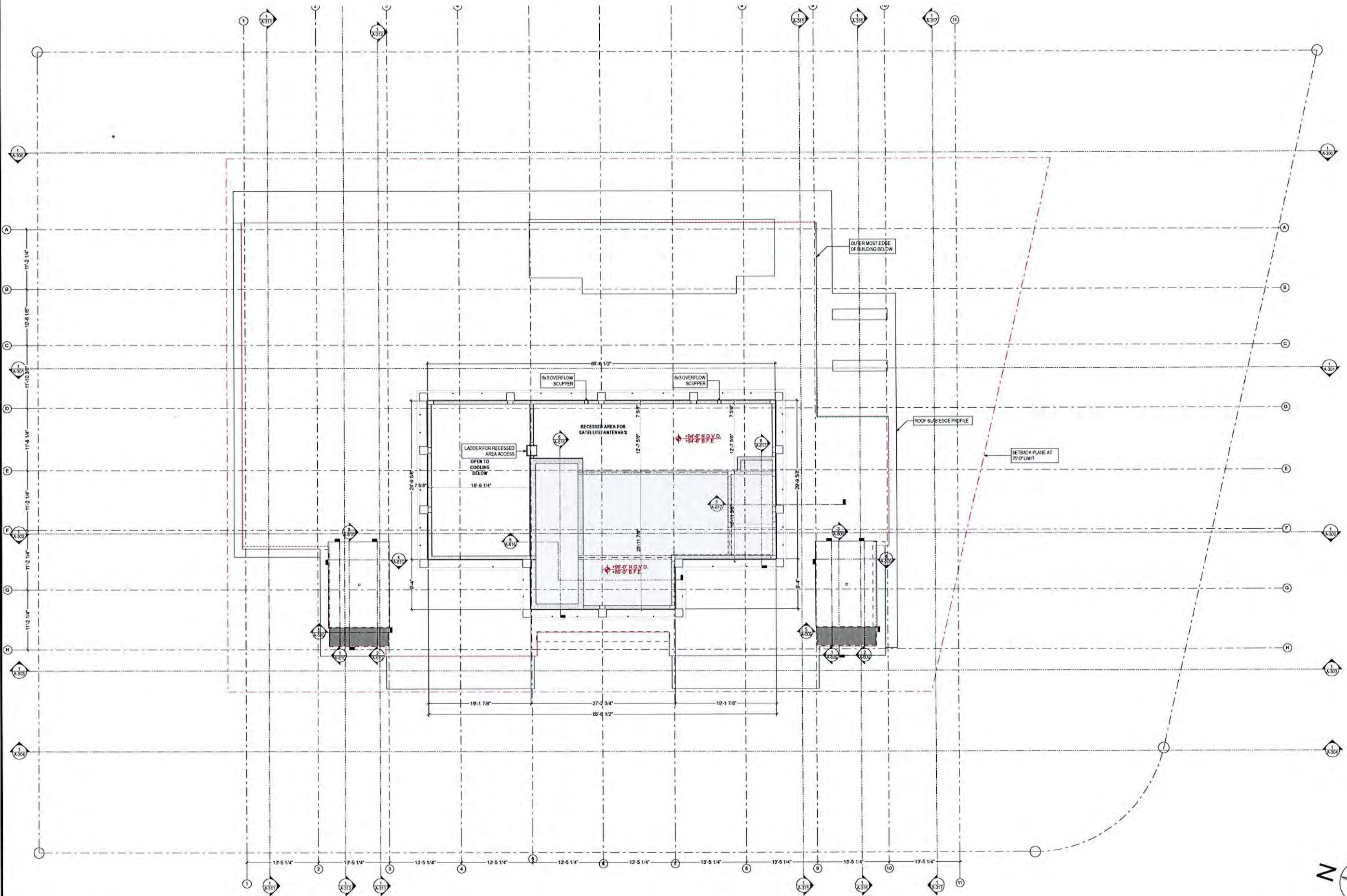
NO. REVISION DATE

A-108

PLANS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor Bay Harbor



1 TOP OF ROOF
A-109 SCALE: 1/8" = 1'-0"

Architect:
JOHN K. CARNO
AR 16663

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

No. REVISION DATE

A-109

PLANS
DATE 10/15/2015

TOP OF ROOF

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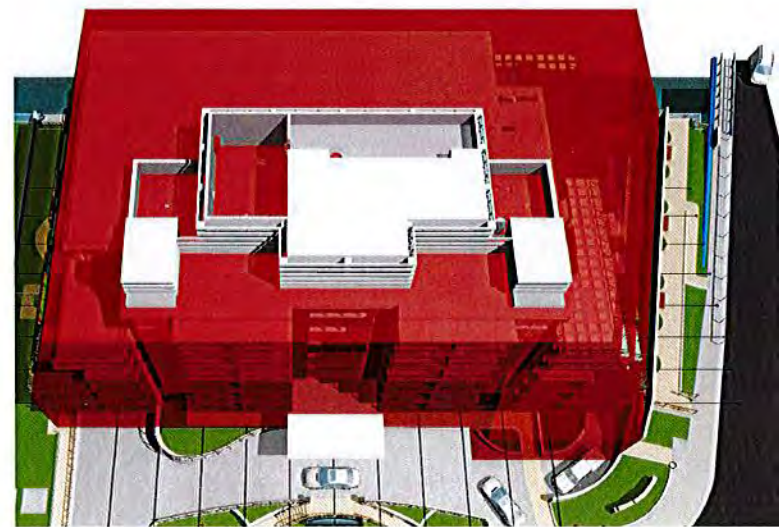
BIM Server: BIMSERVERX - BIM Server: 190Bay HarborBay Harbor



1 NW PERSPECTIVE

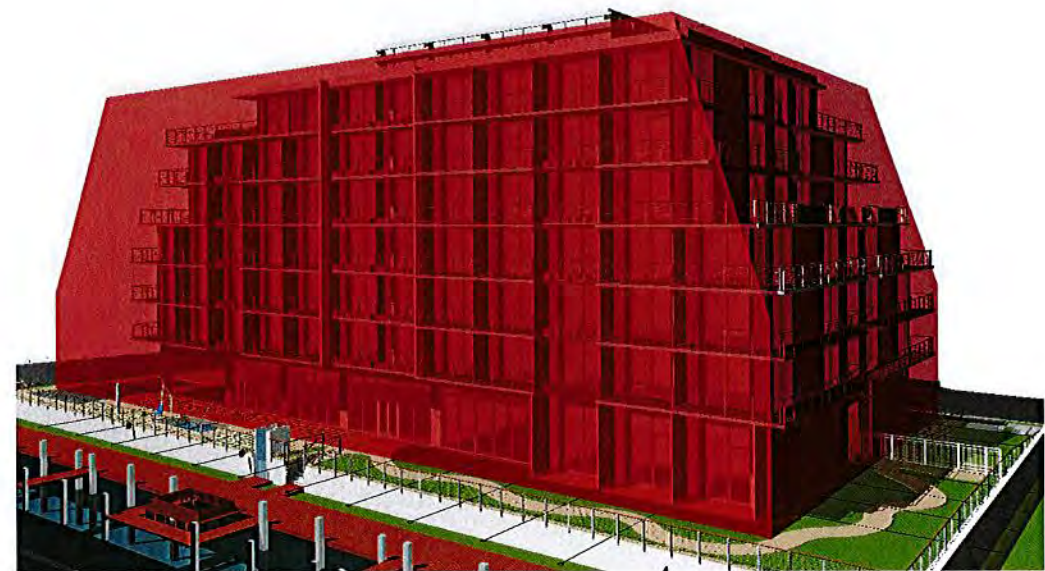


2 SW PERSPECTIVE

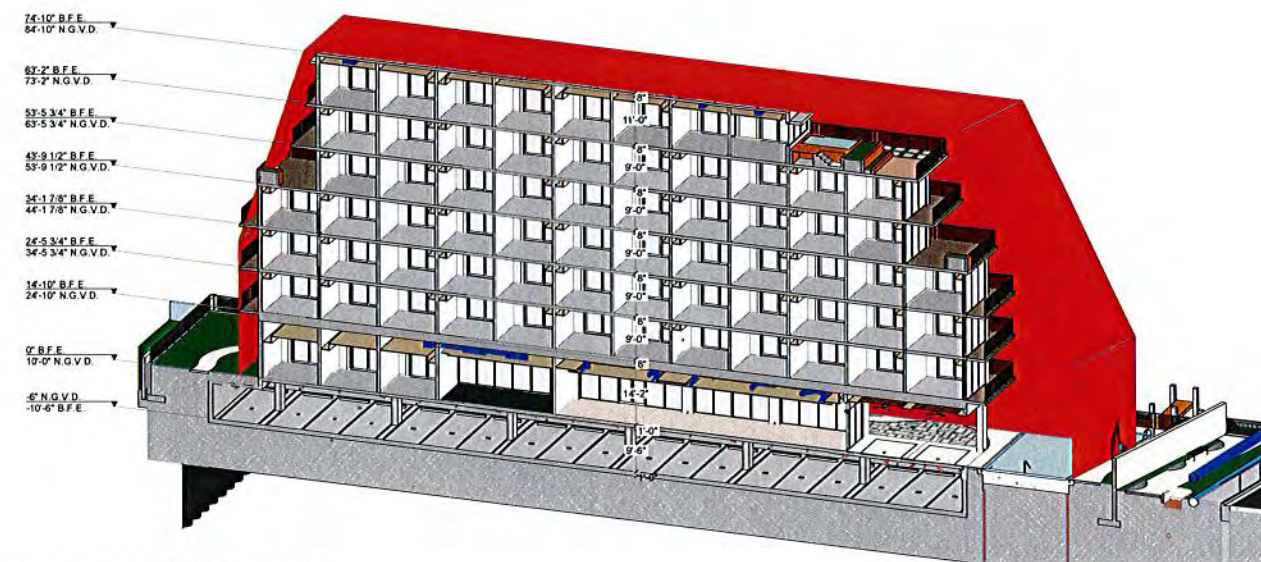


3 BIRDS-EYE PERSPECTIVE

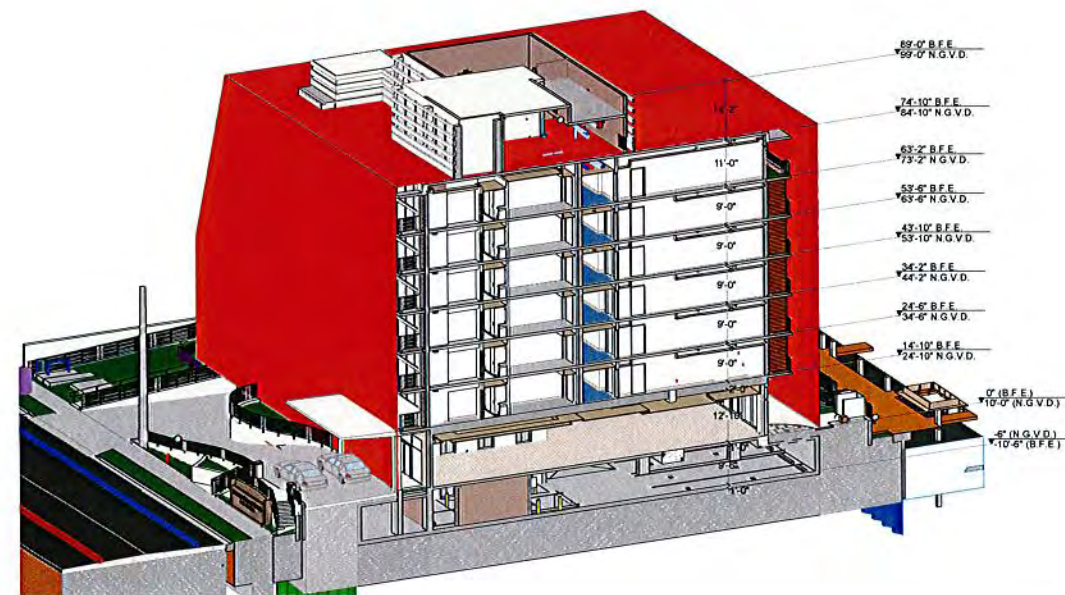
NOTE:
NO PROTRUSION EXCEEDS 2'-0" IN LENGTH.



4 NE PERSPECTIVE



5 NORTH TO SOUTH SECTION



6 WEST TO EAST SECTION

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9418 Collins Ave.
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AR 96463

CONSULTANT:
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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

BUILDING SETBACK PLANES

No. REVISION DATE

A-200(a)

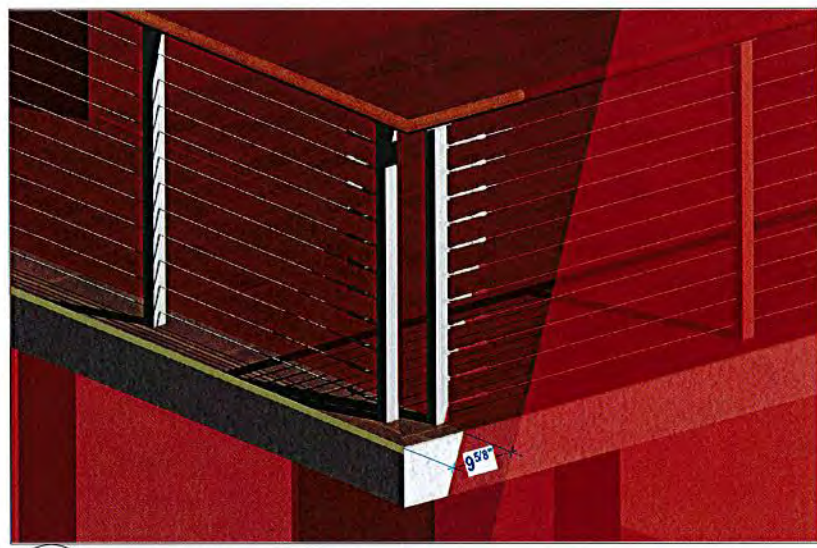
ELEVATIONS
R. DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor Bay Harbor



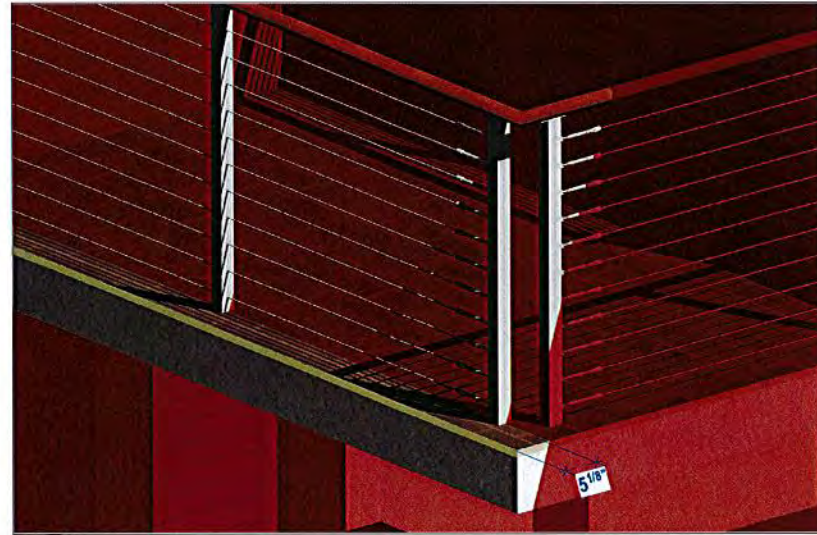
1 LEVEL 4 - SOUTH ELEVATION
A-200(b)



2 LEVEL 4 - NORTH ELEVATION
A-200(b)



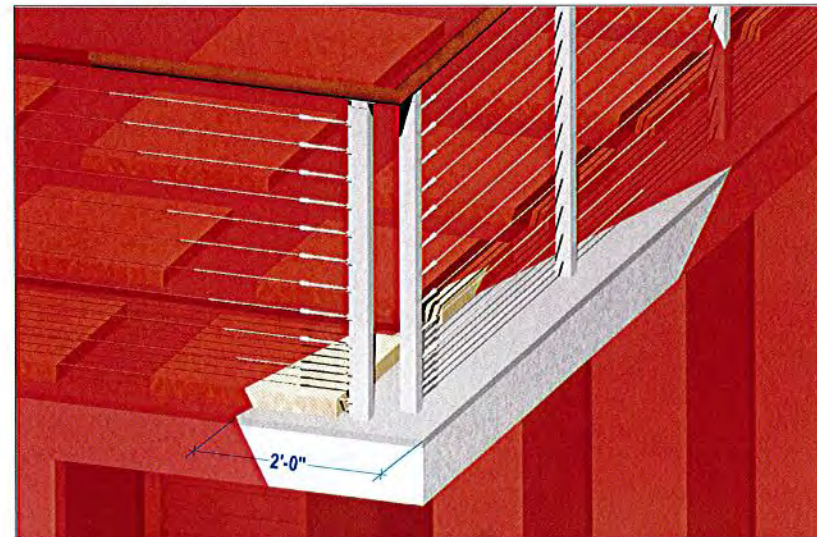
3 LEVEL 5 - SOUTH ELEVATION
A-200(b)



4 LEVEL 5 - NORTH ELEVATION
A-200(b)



5 LEVEL 6 - SOUTH ELEVATION
A-200(b)



6 LEVEL 7 - SOUTH ELEVATION
A-200(b)

SEAL

Architect:
JOHN K. CARINO
A-19403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SLAB PROTRUSION DETAILS

No.	REVISION	DATE
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IBM Server: RIMS/EVERX - IBM Server 19/Bay Harbor/Bay Harbor



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

WEST ELEVATION

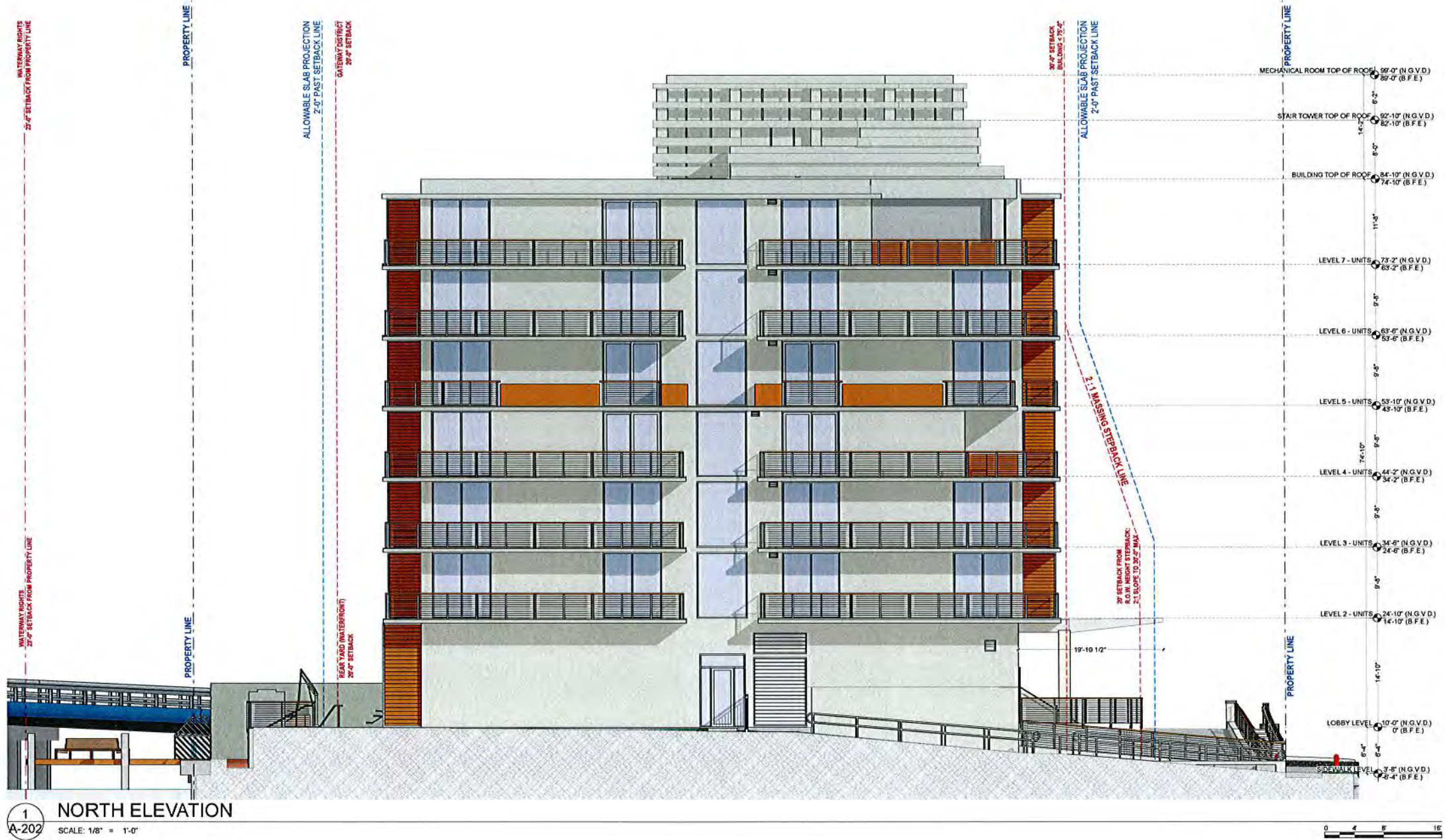
WEST ELEVATION

No	REVISION	DATE
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A-201

ELEVATIONS

R.	DATE
	10/15/201



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH ELEVATION

No. REVISION DATE

A-202
ELEVATIONS
DATE 10/15/2015

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CONSULTANT:
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ARCHITECTS - PLLC
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SUITE 1000
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305.555.1111
carinoandco.com

R.

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BM Server: BIMSERVERVIEW - BM Server 19 Bay Harbor Bay Harbor

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

1
A-203
EAST ELEVATION
SCALE: 1/8" = 1'-0"

0 4 8 16

MECHANICAL ROOM TOP OF ROOF 59'-0" (N.G.V.D.)
59'-0" (B.F.E.)
STAIR TOWER TOP OF ROOF 52'-10" (N.G.V.D.)
52'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)
LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)
LEVEL 6 - UNITS 63'-4" (N.G.V.D.)
53'-4" (B.F.E.)
LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)
LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)
LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)
LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)
LOBBY LEVEL 10'-0" (N.G.V.D.)
0" (B.F.E.)
SEAWALL CAP LEVEL 4'-6" (N.G.V.D.)
-4'-6" (B.F.E.)

Architect:
JOHN K. CARINO
AR 16403

CONSULTANT:
CARINO & CO.
ARCHITECTS & PLANNERS
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carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
EAST ELEVATION

16 REVISION DATE

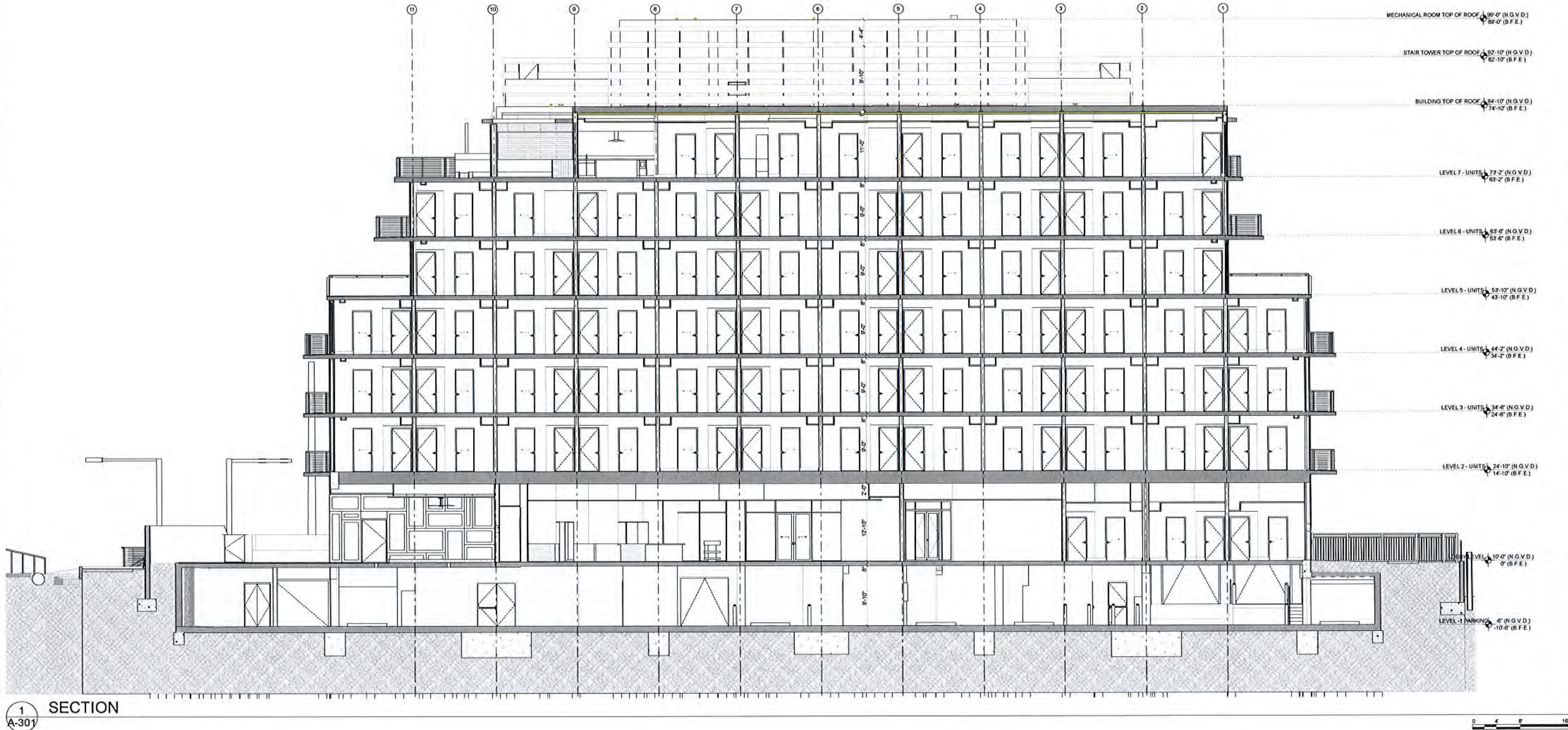
A-203
ELEVATIONS
R. DATE 10/15/2015

DEVELOPMENT
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Miami Beach, FL 33154
info@mbdevelopment.net



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BIM Server: BIMSERVER - BIM Server 10/04/2015 10:04:00 AM



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A.S. 96403

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

No. REVISION DATE

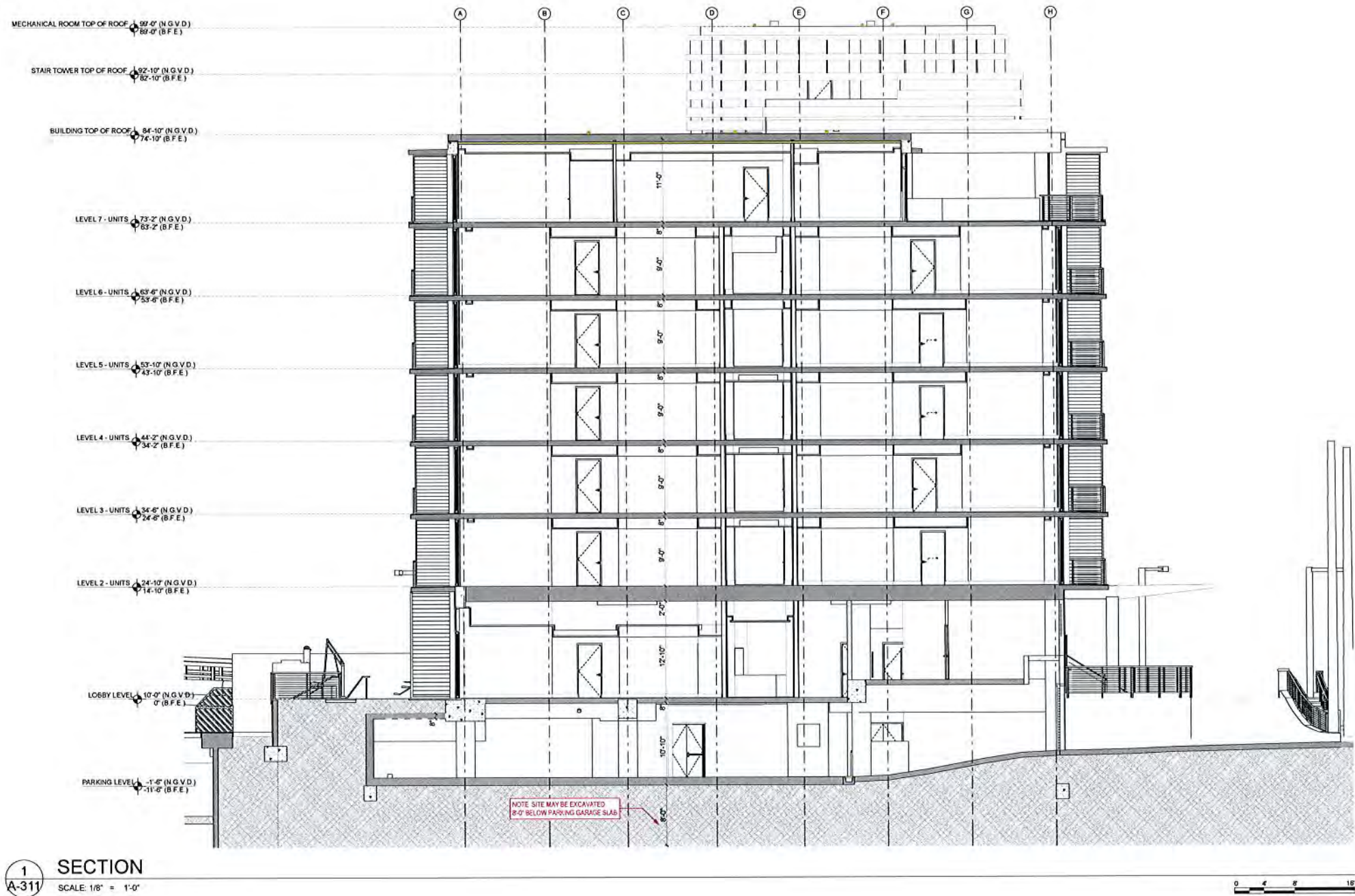
A-301

N-S
DATE
1/20/2015

BIM Server: BIMSERVERX - BIM Server 19/Bay Harbor/Bay Harbor

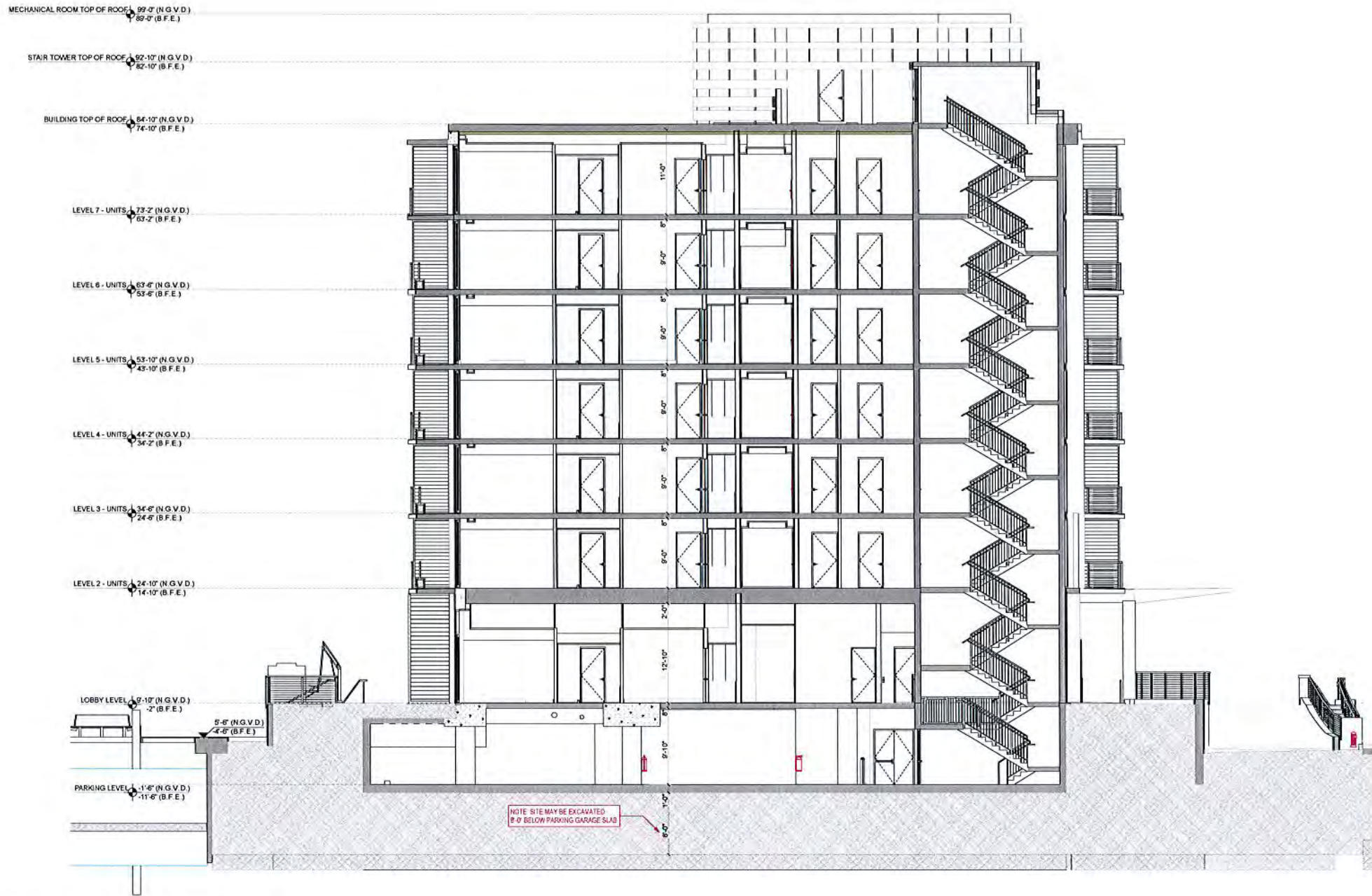


N-S
DATE
10/15/2015



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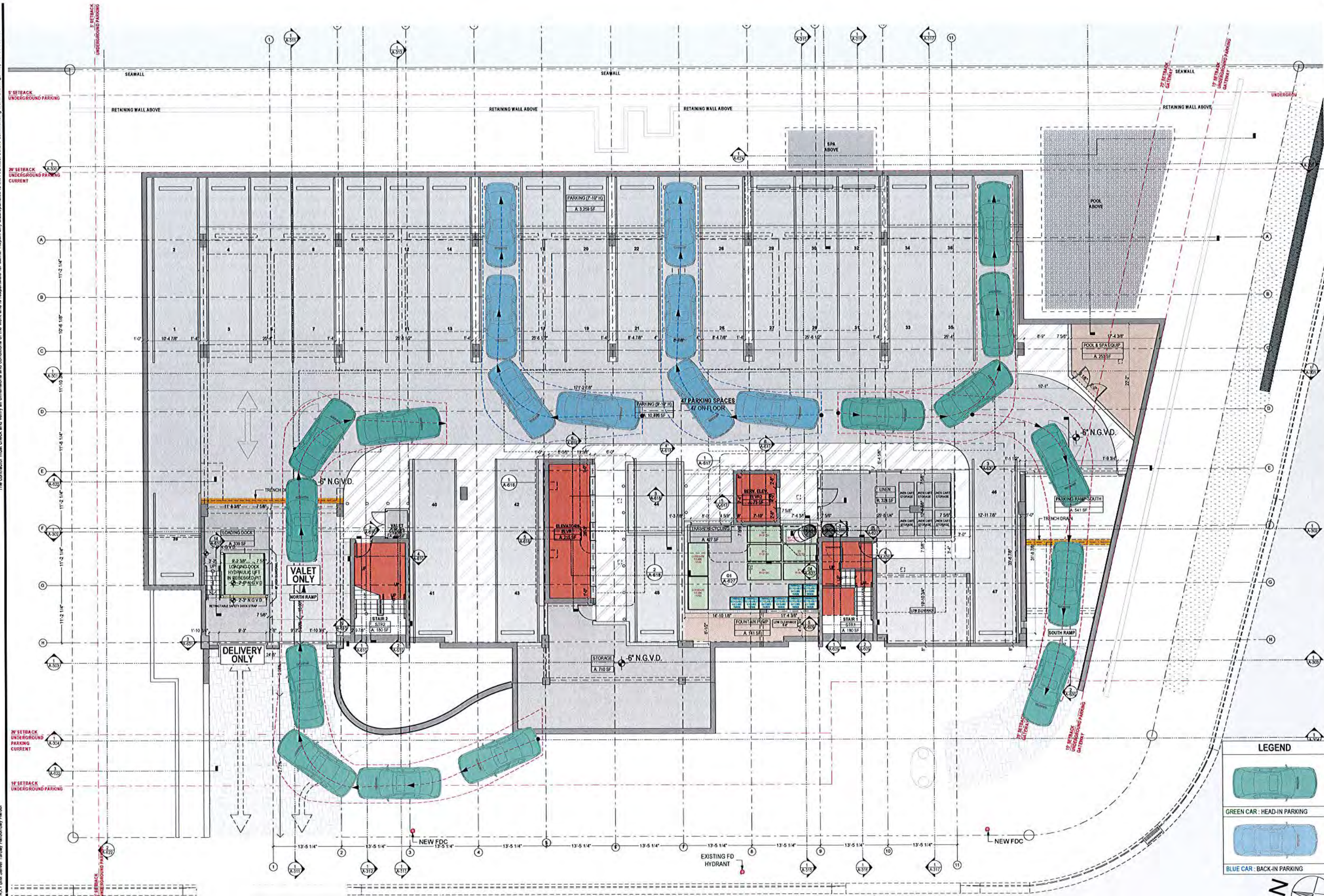
BIM Server: BIMSEVEREX - BIM Server 138Bay HarborBay Harbor



1 EAST - WEST SECTION
A-312 SCALE: 1/8" = 1'-0"

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BM Server: EMERGEVETEX - BM Server: 10249 HarborBay Harbor



1
A-619

VALET PARKING DIAGRAM

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

SEAL

ARCHITECT
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AP 96423

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GRAND BEACH HOTEL BAY HARBOR 9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS, FL 33154

VALET PARKING DIAGRAM

No. REVISION DATE

LEGEND

GREEN CAR : HEAD-IN PARKING

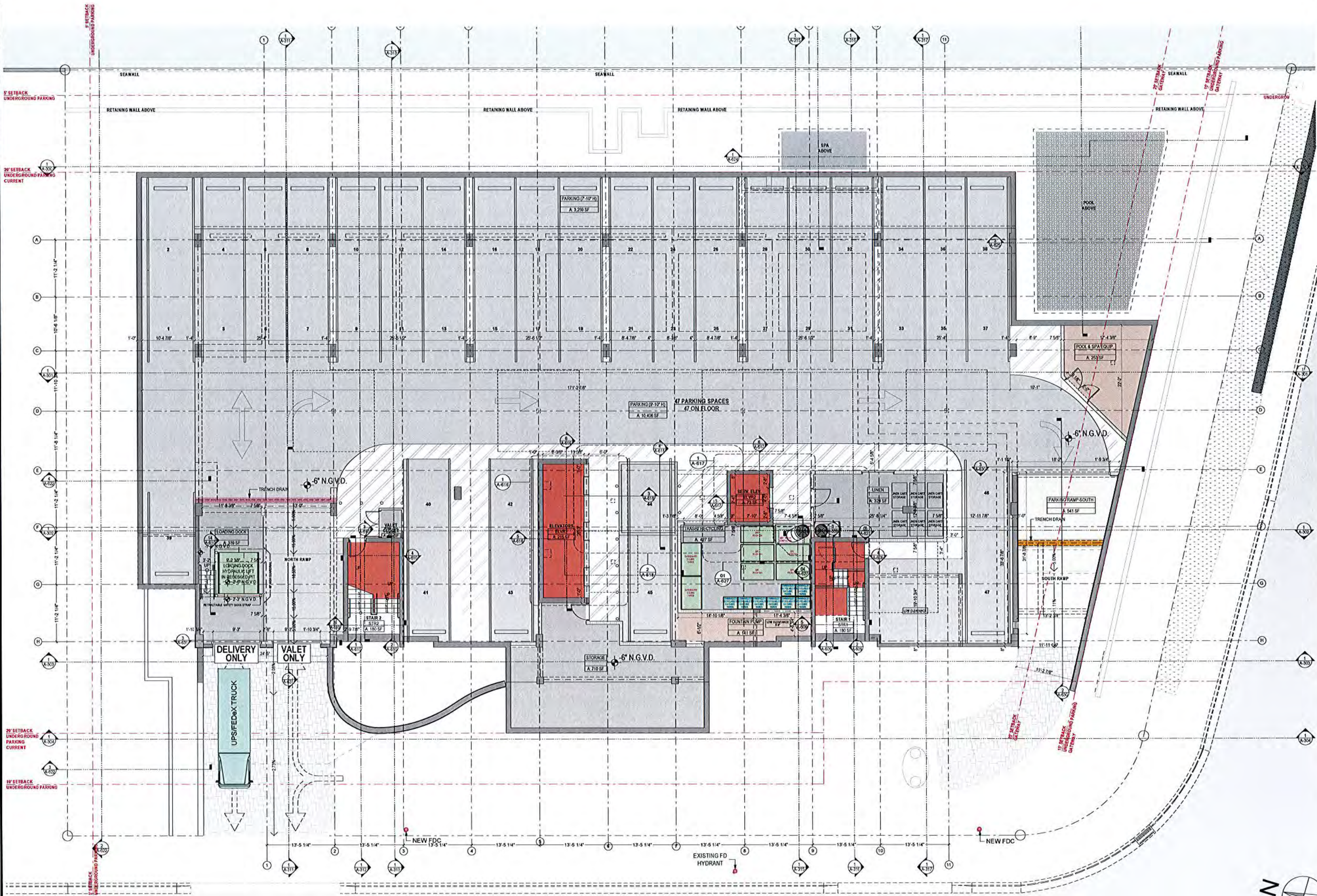
BLUE CAR : BACK-IN PARKING



A-619
DETAILS
DATE
10/29/2015

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BM Server: BINDER/ERYK - BM Server 1910 Bay Harbor/ Bay Harbor



1 UPS / FEDEX TRUCK PARKING
A-620 SCALE: 1/8" = 1'-0"

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info@mbdevelopment.net

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AR 96403

CONSULTANT:
CARNO & CO.
ARCHITECTURE & INTERIOR DESIGN
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Miami Beach, FL 33154
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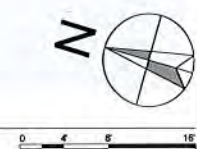
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

DELIVERY TRUCK PARKING DIAGRAM

No.	REVISION	DATE

A-620
DETAILS
DATE: 10/15/2015

BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



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Sales Manager
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ARCHITECTURE • DESIGN

JOHN A. CARINO
ARCHITECT
1000 10TH AVENUE
SUITE 1000
NEW YORK, NY 10019
212.692.1000
WWW.CARINOARCH.COM

GARBAGE / RECYCLING PICK-UP PROCESS

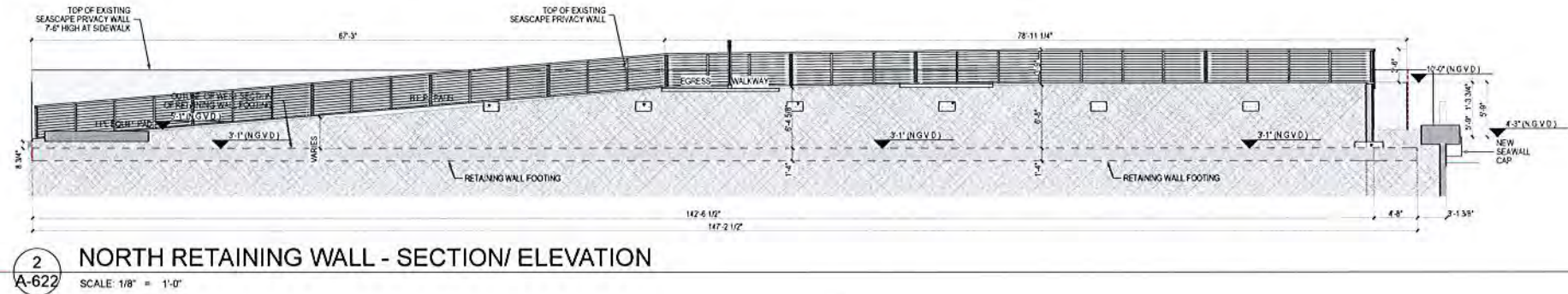
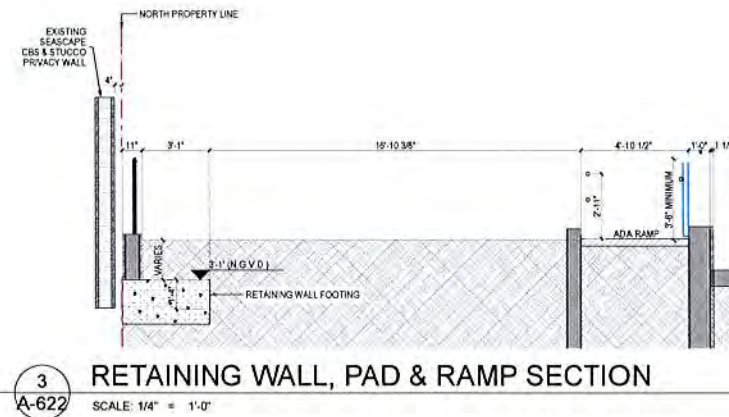
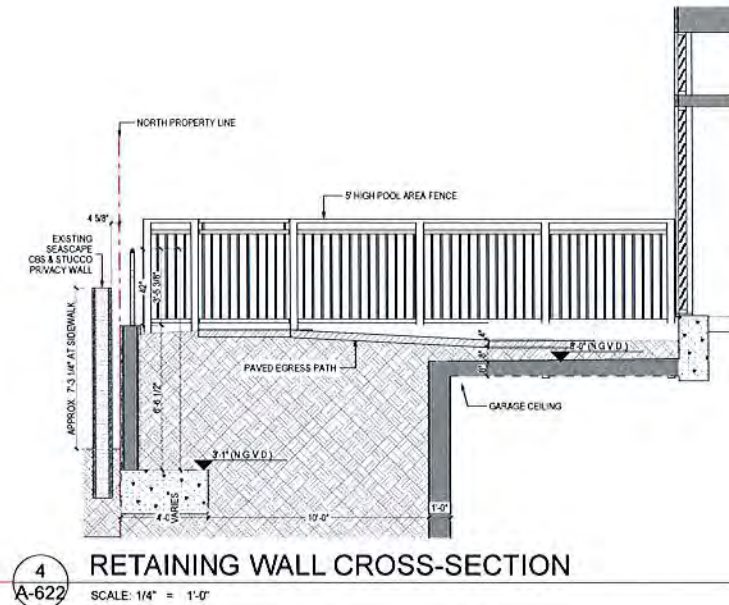
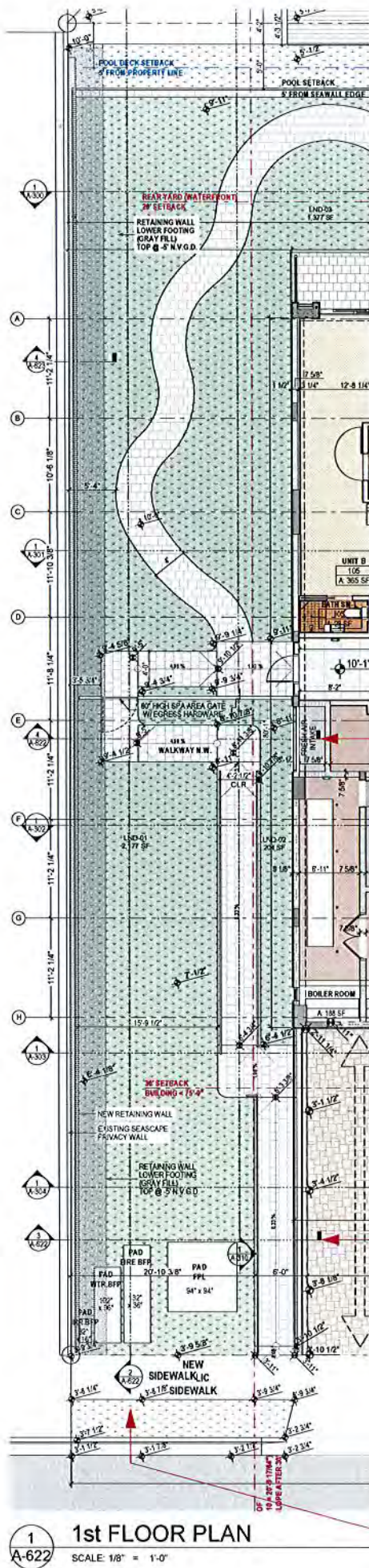
No.	REVISION	DATE
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DETAILS

10/15/2015

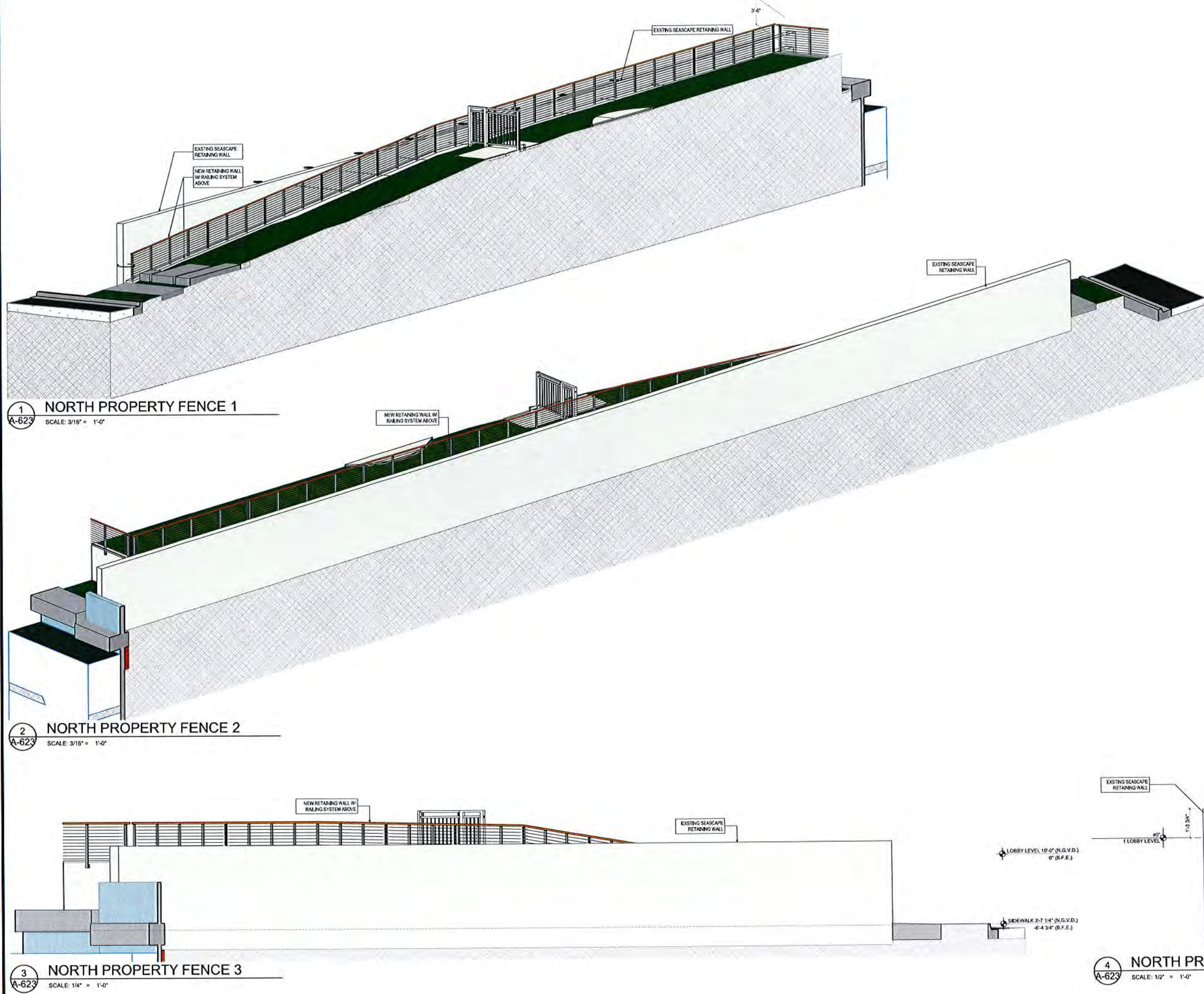
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WM Series: BIMSENDERX - BIM Series: 10/04/2015 Harbor Bay Harbor



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BM Server: BIMSERVER-1, BM Server: 185Bay Harbor/Harbor



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AR 96403

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH PROPERTY LINE FENCE

No.	REVISION	DATE
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A-623

DETAILS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server: 10/15/2015 Harbor/Bay Harbor

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

1 ROOF SCREEN : WEST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

0 4 8 12

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

2 ROOF SCREEN : EAST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

0 4 8 12

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

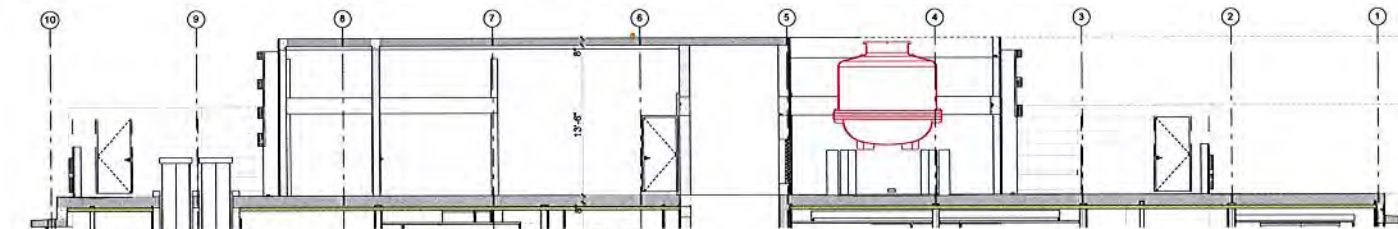
3 ROOF SCREEN : SOUTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

0 4 8 12

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

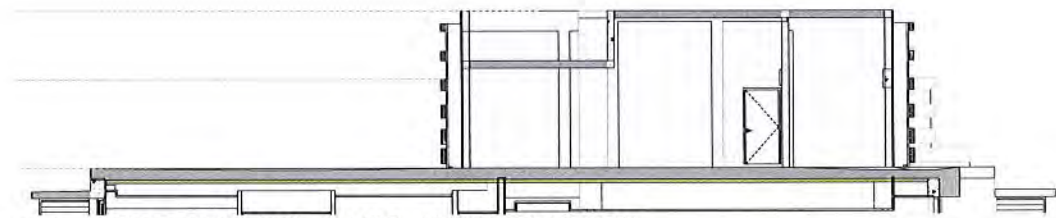
4 ROOF SCREEN : NORTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

0 4 8 12



5 ROOF SCREEN : NORTH - SOUTH SECTION
A-626 SCALE: 1/8" = 1'-0"

0 4 8 16

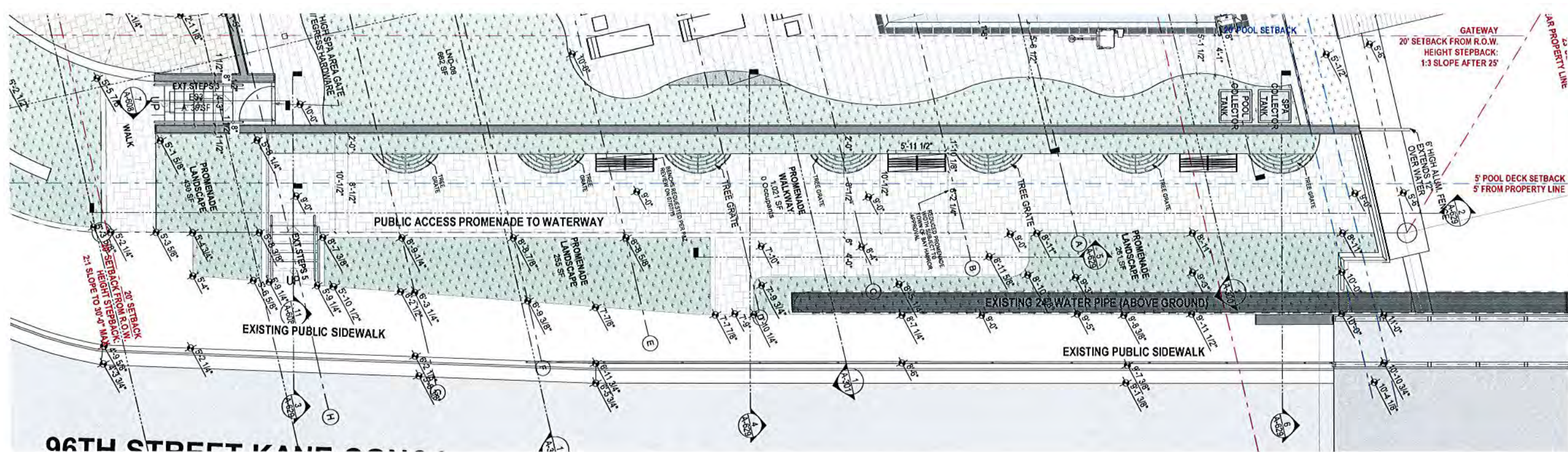


6 ROOF SCREEN : EAST - WEST SECTION
A-626 SCALE: 1/8" = 1'-0"

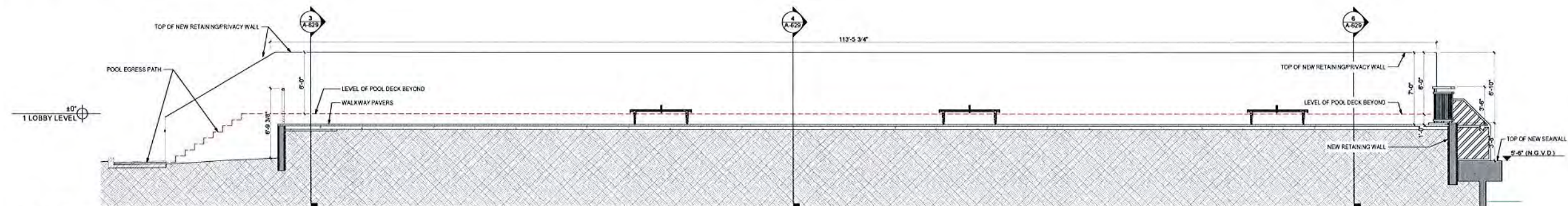
0 4 8 16

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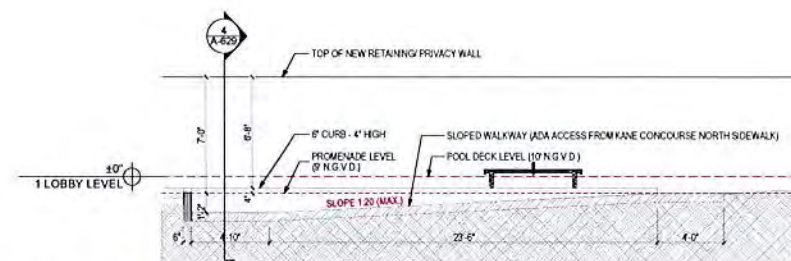
BIM Server: BIMSERVER-01, BIM Server: 100 Bay Harbor Blvd



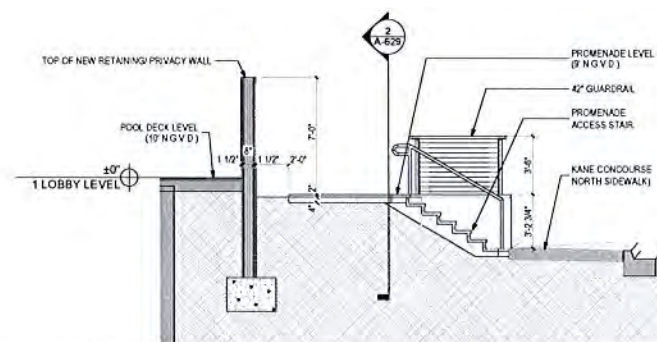
1 1st FLOOR PLAN
A-629 SCALE: 3/16" = 1'-0"



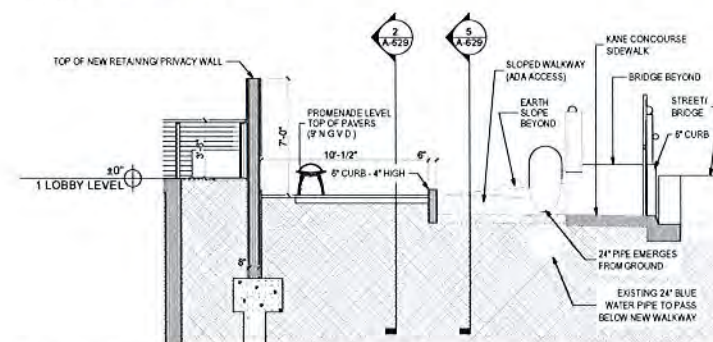
2 Public Promenade-Long E-W Section
A-629 SCALE: 3/16" = 1'-0"



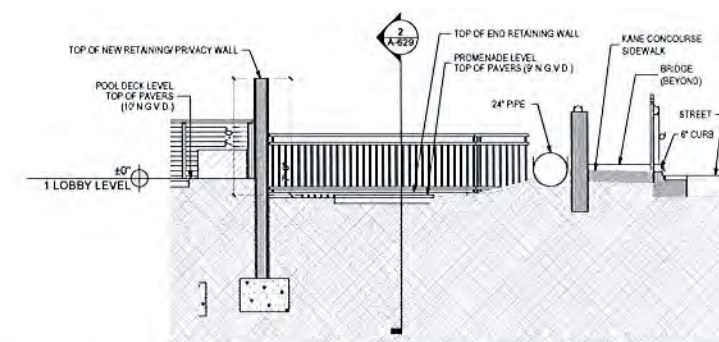
5 Public Promenade-ADA Access E-W Section
A-629 SCALE: 3/16" = 1'-0"



3 Public Promenade-West End N-S Section
A-629 SCALE: 3/16" = 1'-0"



4 Public Promenade-ADA Access N-S Section
A-629 SCALE: 3/16" = 1'-0"



6 Public Promenade-East End N-S Section
A-629 SCALE: 3/16" = 1'-0"

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AR 96403

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FL 33154

PUBLIC PROMENADE

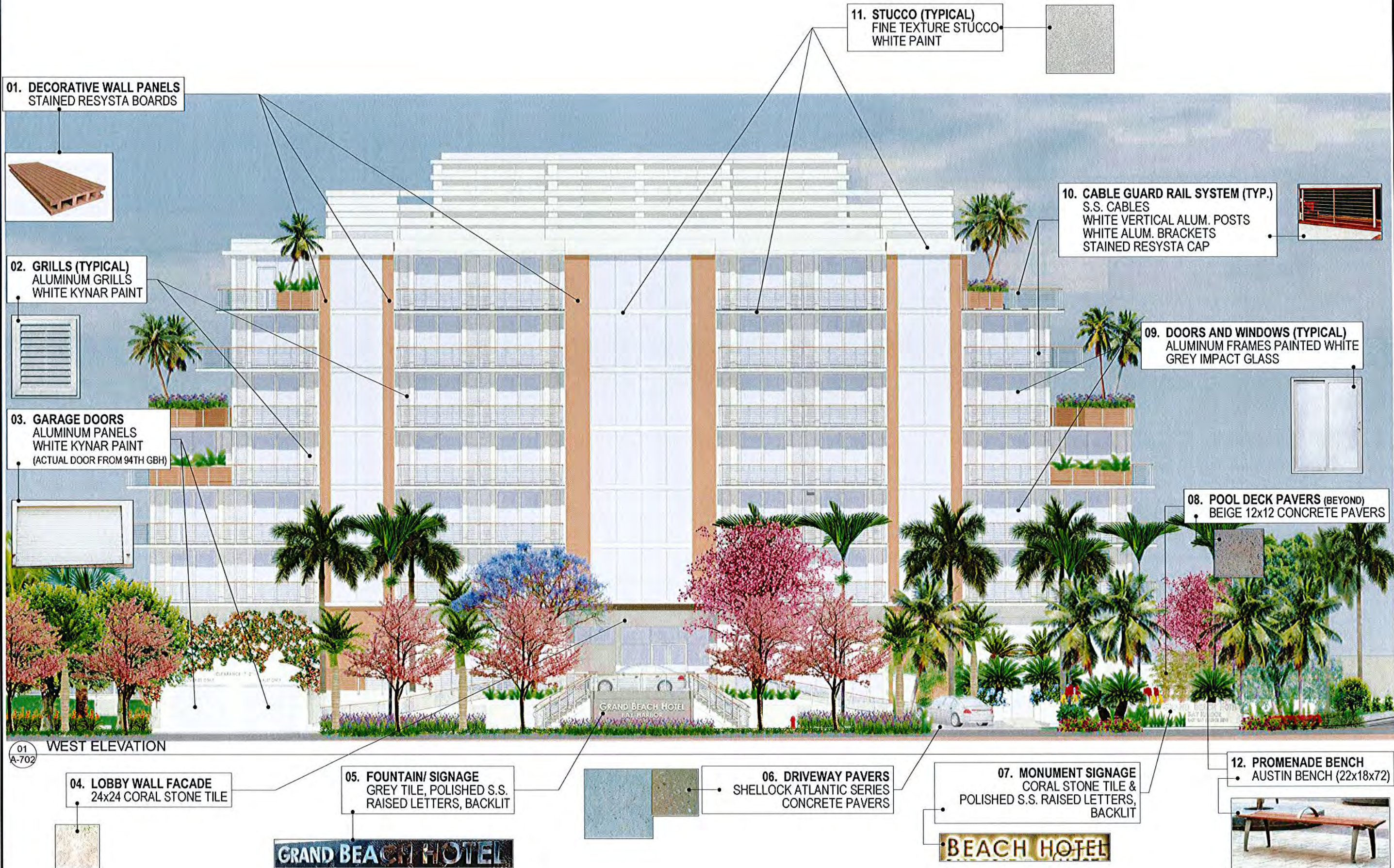
No. REVISION DATE

A-629

DETAILS
DATE
10/15/2015

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BM Server: BMASERVERX - BM Server: 10/15/2015 Harbor/Bay Harbor



01 WEST ELEVATION
A-702

Architect:
JOHN K. CARINO
AR 96403

Consultant:

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

No.

REVISION

DATE

R.

DATE

10/15/2015

SCHEDULES &
DIAGRAMS

A-702

10/15/2015

10/15/2015

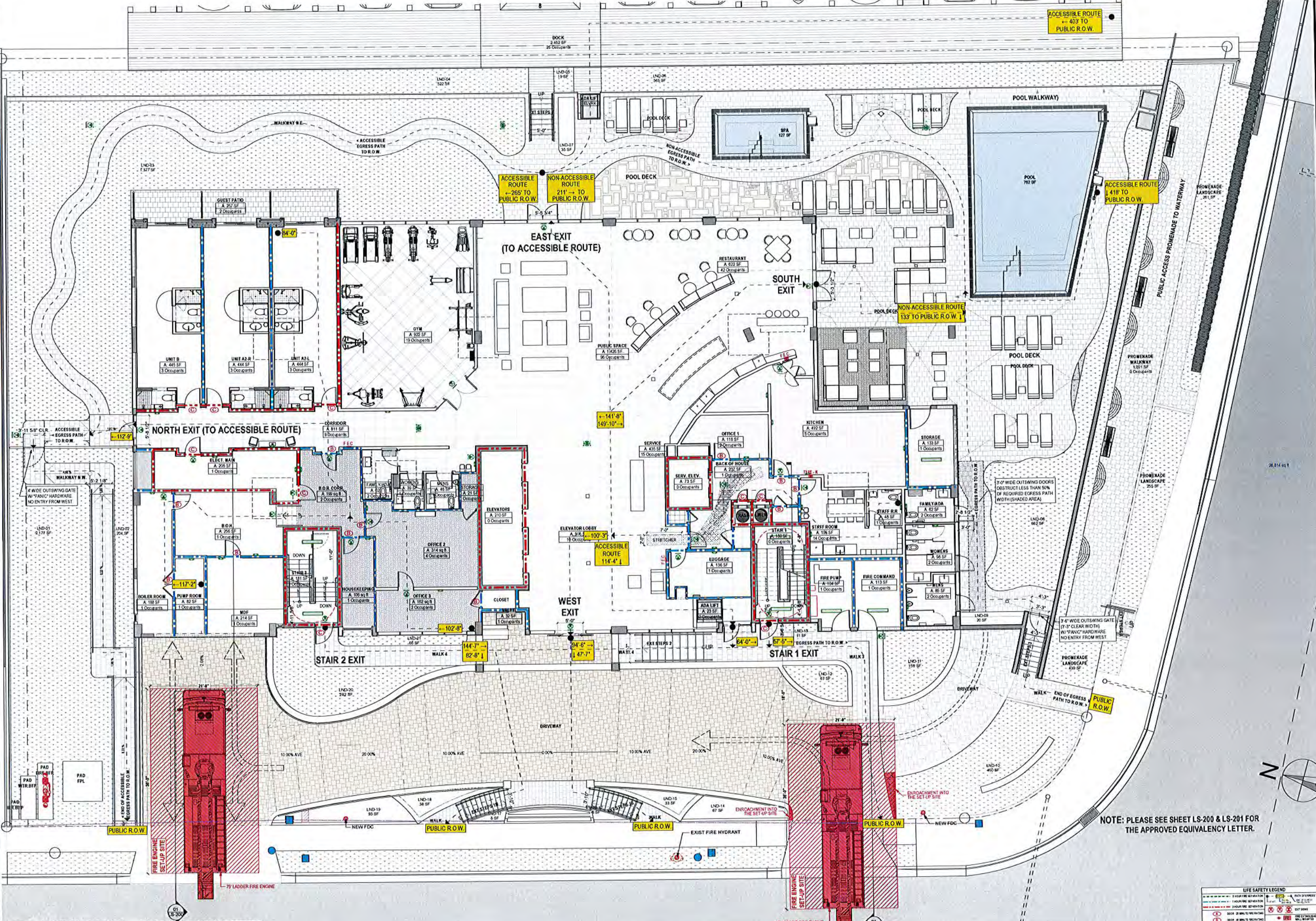
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3111 Server, BMSERVER-03, BIM Server, 10/15/2015, Harbor Bay Harbor

LOBBY LEVEL - LIFE SAFETY PLAN

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

2
LS-101



NOTE: PLEASE SEE SHEET LS-200 & LS-201 FOR THE APPROVED EQUIVALENCY LETTER.

LIFE SAFETY LEGEND	
	FIRE ENGINE SET-UP SITE
	FIRE ENGINE
	FIRE HYDRANT
	FIRE ALARM
	FIRE EXTINGUISHER
	FIRE ESCAPE
	FIRE DOOR
	FIRE WINDOW
	FIRE DOOR PULL
	FIRE DOOR LATCH
	FIRE DOOR HANDLE
	FIRE DOOR LOCK
	FIRE DOOR STRIKE
	FIRE DOOR HINGE
	FIRE DOOR ROLLER
	FIRE DOOR GUIDE
	FIRE DOOR STOP
	FIRE DOOR SEAL
	FIRE DOOR WEATHERSTRIPPING
	FIRE DOOR GASKET
	FIRE DOOR CUSHION
	FIRE DOOR SWEEP
	FIRE DOOR BOTTOM
	FIRE DOOR TOP
	FIRE DOOR SIDE
	FIRE DOOR END
	FIRE DOOR CORNER
	FIRE DOOR EDGE
	FIRE DOOR JOINT
	FIRE DOOR SEAM
	FIRE DOOR GAP
	FIRE DOOR HOLE
	FIRE DOOR CRACK
	FIRE DOOR SCRATCH
	FIRE DOOR DENT
	FIRE DOOR MARK
	FIRE DOOR STAIN
	FIRE DOOR DISCOLORATION
	FIRE DOOR DAMAGE
	FIRE DOOR REPAIR
	FIRE DOOR REPLACEMENT
	FIRE DOOR REMOVAL
	FIRE DOOR INSTALLATION
	FIRE DOOR MAINTENANCE
	FIRE DOOR INSPECTION
	FIRE DOOR TESTING
	FIRE DOOR CERTIFICATION
	FIRE DOOR COMPLIANCE
	FIRE DOOR APPROVAL
	FIRE DOOR AUTHORIZATION
	FIRE DOOR PERMISSION
	FIRE DOOR CONSENT
	FIRE DOOR AGREEMENT
	FIRE DOOR UNDERSTANDING
	FIRE DOOR KNOWLEDGE
	FIRE DOOR SKILL
	FIRE DOOR ABILITY
	FIRE DOOR CAPABILITY
	FIRE DOOR COMPETENCE
	FIRE DOOR PROFICIENCY
	FIRE DOOR EXPERTISE
	FIRE DOOR MASTERY
	FIRE DOOR EXCELLENCE
	FIRE DOOR PERFECTION
	FIRE DOOR ACHIEVEMENT
	FIRE DOOR SUCCESS
	FIRE DOOR ACCOMPLISHMENT
	FIRE DOOR FULFILLMENT
	FIRE DOOR REALIZATION
	FIRE DOOR ATTAINMENT
	FIRE DOOR ASPIRATION
	FIRE DOOR AMBITION
	FIRE DOOR DESIRE
	FIRE DOOR WISH
	FIRE DOOR DREAM
	FIRE DOOR VISION
	FIRE DOOR MISSION
	FIRE DOOR PURPOSE
	FIRE DOOR GOAL
	FIRE DOOR OBJECTIVE
	FIRE DOOR TARGET
	FIRE DOOR RESULT
	FIRE DOOR OUTCOME
	FIRE DOOR IMPACT
	FIRE DOOR EFFECT
	FIRE DOOR INFLUENCE
	FIRE DOOR POWER
	FIRE DOOR STRENGTH
	FIRE DOOR FORCE
	FIRE DOOR ENERGY

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AR 96403

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ARCHITECTS & ENGINEERS
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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LOBBY LEVEL LIFE SAFETY PLAN

REVISION DATE

LS-101
LIFE SAFETY
DATE
10/15/2015

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BIM Server: BIMSERVER\CEX - BIM Server - 150 Bay Harbor Bay Harbor

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami-Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

Request:

Grand Beach Hotel in Bay Harbor is requesting the Authority Having Jurisdiction approval for increased Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements (Aerial Apparatus Set-Up Sites section) requirement and the Florida Fire Prevention Code for the property located at 9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154, a proposed hotel.

Description and History:

The proposed subject building is a 7 story hotel with 99 guest rooms. The building has full sprinkler protection throughout. On the North side of the property is the "Seascape Condominium". On the East side is Indian Creek Waterway, and to the South side is Kane Concourse. The South side is jeopardized due to the following: 1) has 2 projections not allowing the setup area requirement of 21' X 36', 2) has the beginning of a slope, and 3) has FPL power lines overhead. Therefore, Aerial Apparatus Setup Site would only be accessible along the East side of the building on Bay Harbor Drive. This does not comply with the Aerial Apparatus Set-Up Sites section within the Miami-Dade Fire Rescue Access Road requirements and the Florida Fire Prevention Code, NFPA 1, Chapter 18, 2010 Edition.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

Aerial Apparatus Set-Up Sites

- Sites shall be provided at the corner of each building over three stories in height and at the approximate center of buildings in excess of 125 feet in length for firefighting operations.
- Sites shall be no closer than 10 feet and no further than 30 feet from any building. Each site shall be a minimum 21 feet wide and 36 feet long with a cross slope no greater than 5 percent.
- Site shall comply with the requirements of the emergency vehicle support capabilities above and also capable of withstanding any point forces resulting from outriggers.

2013 Florida Fire Prevention Code, NFPA 1: 18: 2.3, Fire Department Access Roads requires the following:

NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- Stair width increased to 48" per flight and having 36" doors.
- Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1, F.F.P.C. for apartments and hotels is not allowed).
- Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- Pressurized, enclosed 1 hour rated lobby.

Comments:

None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	G. Ulloa, CFO Fire Prevention Division OIC
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	A. Cominsky, Fire Marshal Fire Prevention Division

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)

STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)

BUILDING TOP OF ROOF 83'-11 3/4" (N.G.V.D.)
73'-11 3/4" (B.F.E.)

LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)

LEVEL 6 - UNITS 63'-6" (N.G.V.D.)
53'-6" (B.F.E.)

LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)

LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)

LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)

LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)

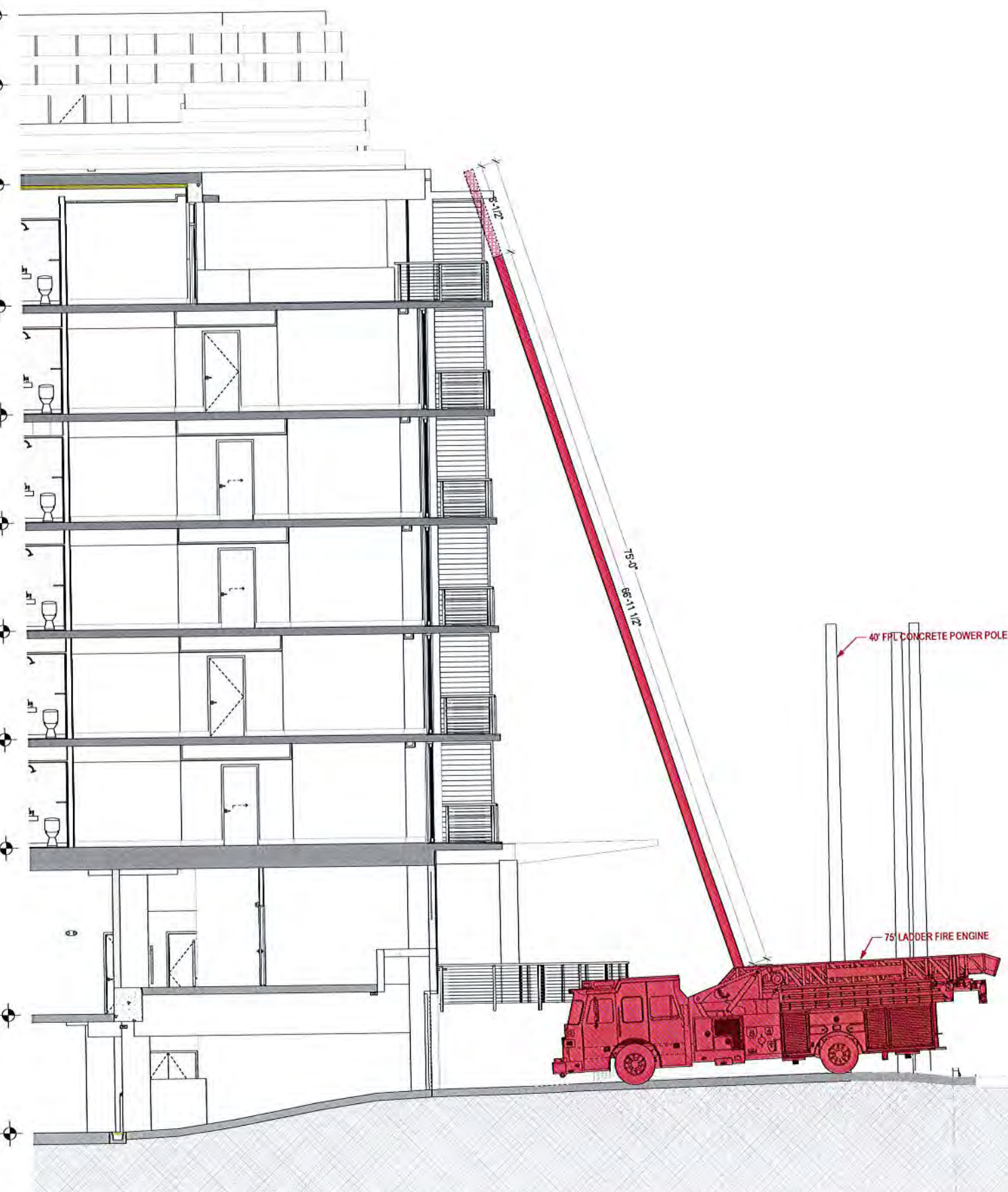
LOBBY LEVEL - GROUND FLOOR 10'-0" (N.G.V.D.)
0" (B.F.E.)

PARKING LEVEL - GARAGE-6" (N.G.V.D.)
-10'-6" (B.F.E.)

01
LS-200

75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW

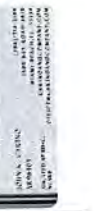
SCALE: 3/16" = 1'-0"



DEVELOPMENT
9418 Collins Ave.
Suite 100, Ft. 33154
info@mbdevelopment.net

ARCHITECT
JOHN R. TOLSON
AIA 95453

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
FIRE ENGINE NORTH DRIVEWAY SET-UP SECTION VIEW

No. REVISION DATE

LS-200
LIFE SAFETY DETAILS /
SECTIONS

R. DATE
10/15/2015

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BM Server: BMSERVER - BM Server: 100Bay HarborBay Harbor

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

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NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- A1. Stair width increased to 48" per flight and having 36" doors.
- A2. Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- A3. Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1. F.F.P.C. for apartments and hotels is not allowed).
- A4. Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- A5. Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- A6. Pressurized, enclosed 1 hour rated lobby.

Comments:

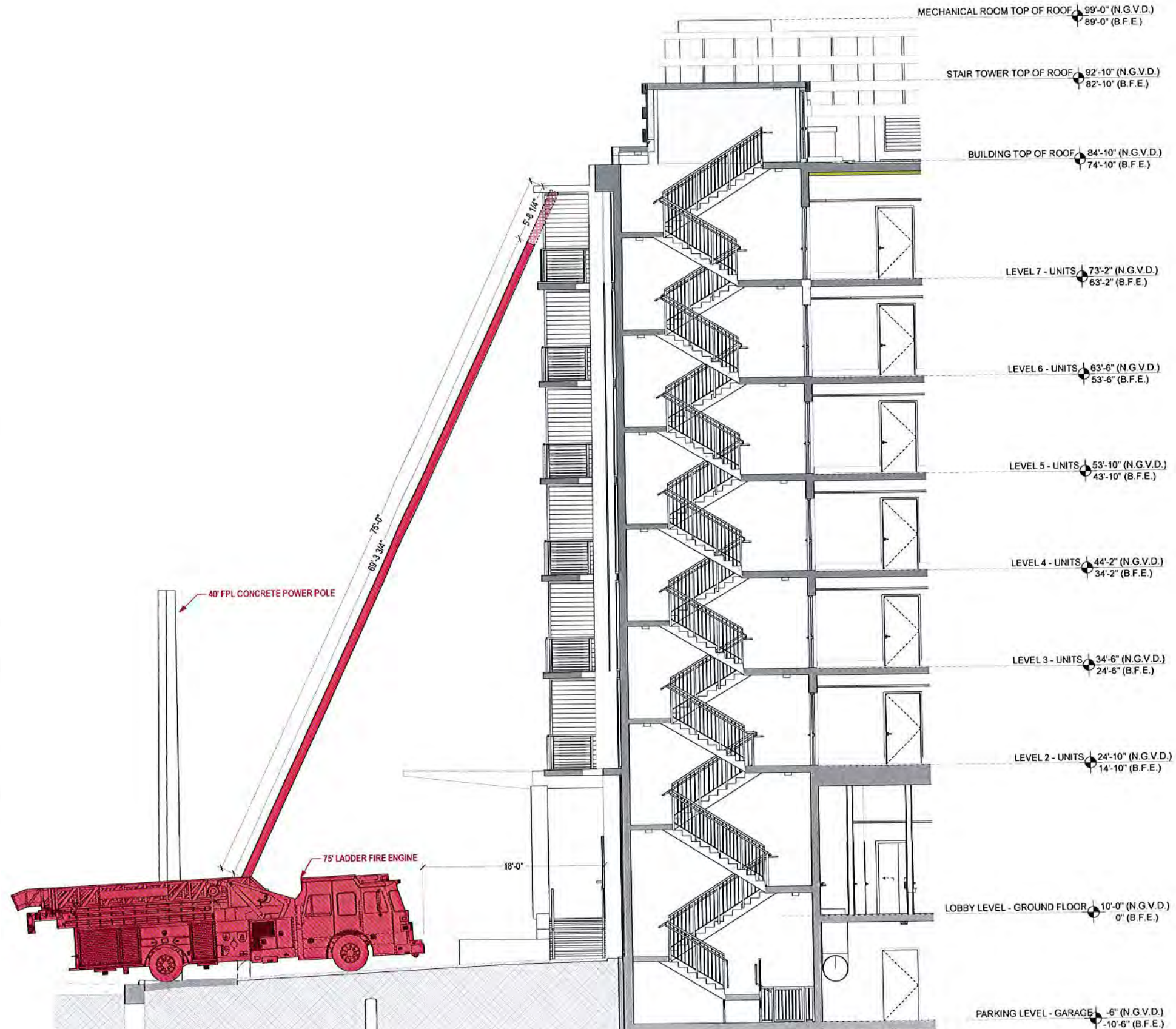
None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	G. Ulloa, CFO Fire Prevention Division OIC
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	A. Cominsky, Fire Marshal Fire Prevention Division



01
S-201
75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW
SCALE: 3/16" = 1'-0"

DEVELOPMENT
9418 Collins Ave
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARNO
AS 9403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
FIRE ENGINE SOUTH DRIVEWAY SET-UP SECTION VIEW

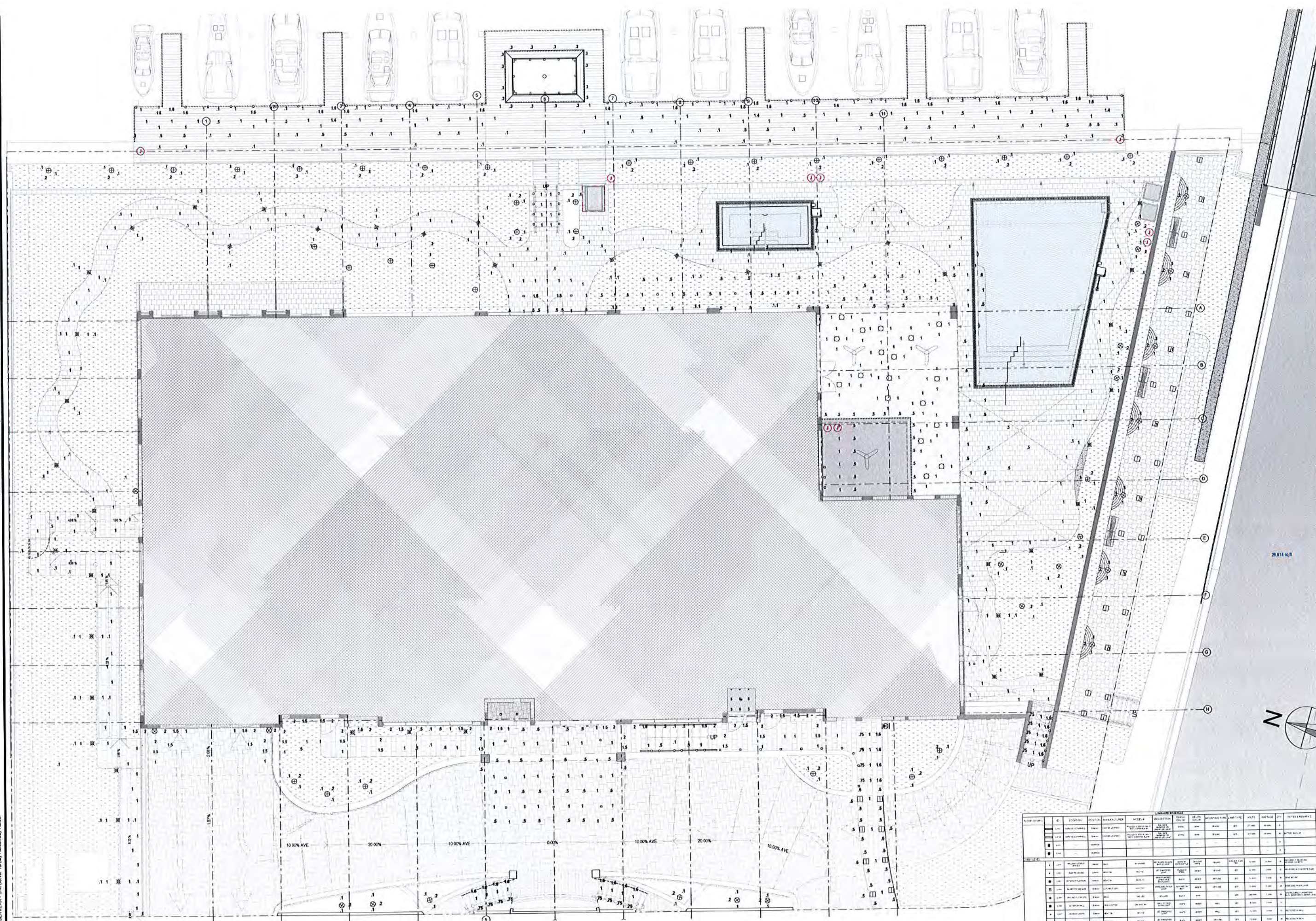
NO REVISION DATE

LS-201
LIFE SAFETY DETAILS /
SECTIONS

R. DATE
10/15/2015

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BM Survey: BMG-1001, BM Survey: 10 Bay Harbor Blvd



1 GROUND FLOOR LIGHTING PLAN
SCALE: 1/8" = 1'-0"

LAMP SCHEDULE											
NO.	LOCATION	QUANTITY	MANUFACTURER	MODEL	WATTAGE	WATTAGE	WATTAGE	WATTAGE	WATTAGE	WATTAGE	NOTES
1	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
2	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
3	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
4	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
5	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
6	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
7	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
8	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
9	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
10	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
11	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
12	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
13	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
14	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
15	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE
16	1000' AVE	1	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE	1000' AVE

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JOHN K. CARINO
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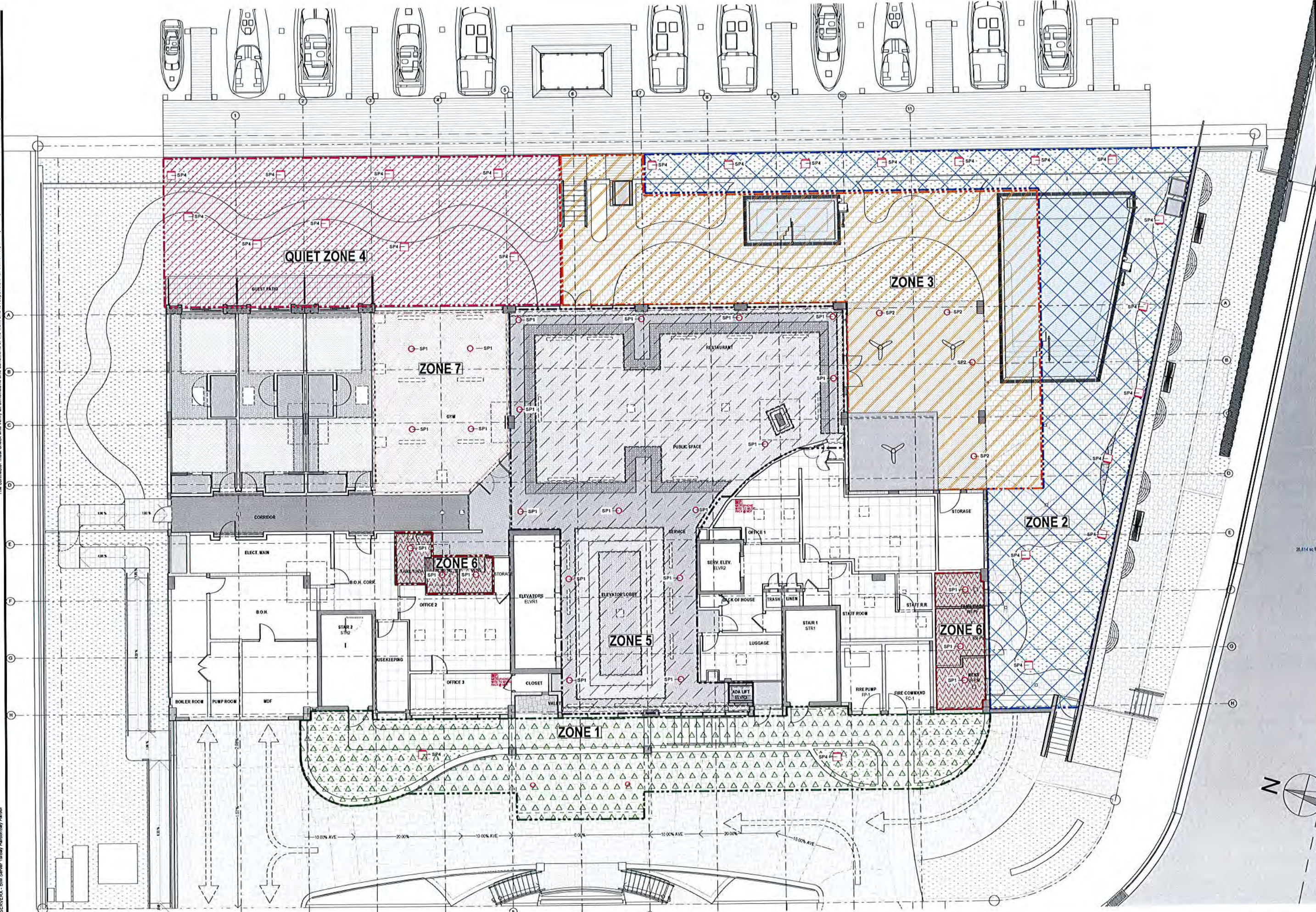
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

GROUND FLOOR LIGHTING PLAN

LIG-101
LIGHTING PLAN
DATE:
10/15/2015

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BM Server: BIMSERVER - BM Server - Lobby - Lobby Bay Harbor



1 LOBBY LEVEL - MUSIC
LV-101M SCALE: 1/8" = 1'-0"

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Ph: (305) 310 7648
rmiranda@ucfeng.com

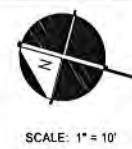
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 1 - LOBBY | LOW VOLTAGE MUSIC PLAN

No. REVISION DATE

LV-101M

LOW VOLTAGE PLANS
R. DATE 10/15/2015



SCALE: 1" = 10'

LEGEND

- PROPERTY LINE
- PROP. BUILDING
- EXIST. DRAINAGE LINES
- EXIST. WATERMAIN LINE
- EXIST. SANITARY SEWER LINE
- PROP. DRAINAGE LINE
- PROP. YARD DRAIN (YD)
- PROP. STORM MANHOLE
- PROP. DRAINAGE WELL
- FLOW ARROW
- PROP. GRADE
- EXIST. GRADE
- PROP. BRICK PAVERS

NOTES:

- EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NOT EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
- ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
- CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
- ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DOCUMENTS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- CONTRACTOR TO REFER TO ARCHITECT'S PLANS FOR DETAIL ON FINAL SURFACE MATERIALS.
- CONTRACTOR TO DETERMINE ACTUAL LOCATION DRAINAGE PIPE TO THE SEAWALL IN THE SOUTHEAST CORNER OF THE PROPERTY BEFORE COMMENCEMENT OF CONSTRUCTION.
- ALL YARD DRAINS SHALL HAVE A PEDESTRIAN GRATE (HEEL PROOF) AND SHALL HAVE LOCKING GRATE ASSEMBLY.

NO.	DATE	REMARKS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
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(954)358-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808



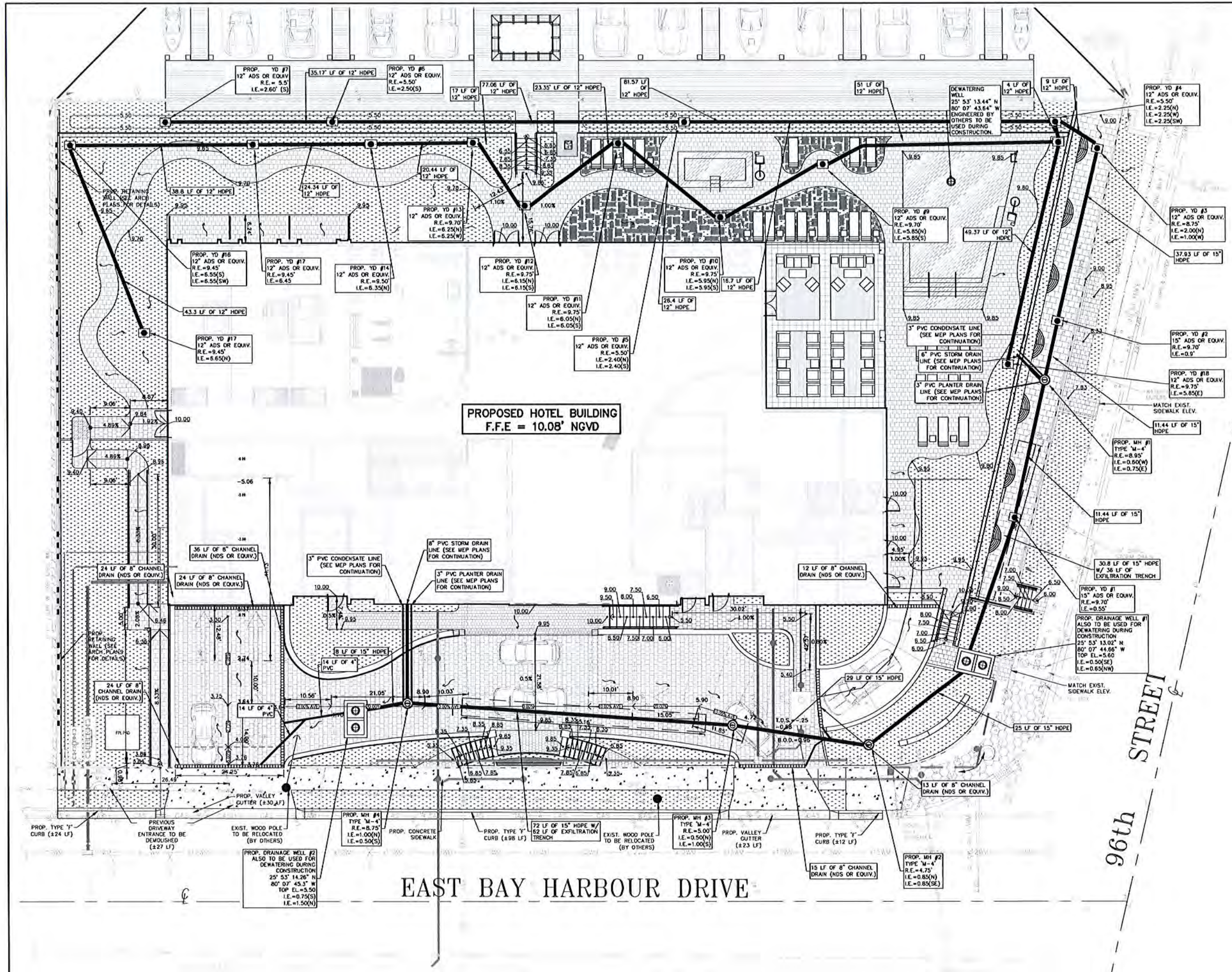
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

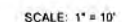
GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

PAVING GRADING AND DRAINAGE PLAN

SCALE:
DRAWN BY:
CHECKED BY:
DATE:

C-2





	PROPERTY LINE
	PROP. BUILDING
	EXIST. DRAINAGE LINES
	EXIST. WATERMAIN LINE
	EXIST. SANITARY SEWER LINE
	EXIST. FIRE HYDRANT
	EXIST. WATER MAIN VALVE
	EXIST. SANITARY SEWER MANHOLE
	PROP. SANITARY SEWER LATERAL
	PROP. SANITARY SEWER CLEANOUT
	PROP. GREASE INTERCEPTOR
	PROP. WATER METER
	BACTERIOLOGICAL SAMPLING POINT (BSP)
	PROP. FIRE DEPARTMENT CONNECTION (FDC)
	PROP. IRRIGATION BACKFLOW PREVENTER
	PROP. DOMESTIC BACKFLOW PREVENTER
	PROP. DOUBLE DETECTION CHECK

- NOTES:**
1. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
 3. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES, ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
 4. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
 5. CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
 6. ALL PROPOSED FIRE LINES, MAINS, SERVICES, "SIAMSE" CONNECTION LINES ETC. TO BE DESIGNED AND INSTALLED BY STATE LICENSED FIRE LINE CONTRACTOR PER F.S. 633.
 7. ALL FIRE LINES TO BE INSPECTED BY CERTIFIED FIRE LINE INSPECTORS
 8. UPON COMPLETION OF REQUIRED TESTING, THE STATE LICENSED FIRE LINE CONTRACTOR SHALL ISSUE A "LICENSED UNDERGROUND TEST CERTIFICATE" PRIOR TO ACCEPTANCE FOR PLACING FIRE LINE INTO SERVICE.
 9. CONTRACTOR TO MAINTAIN 5' CLEARANCE FROM ANY EXISTING TREES OR POLES.
 10. WATER VALVES SHALL HAVE A BLUE COVER IF POSSIBLE. FIRE VALVES SHALL HAVE A RED VALVE IF POSSIBLE.

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
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CERTIFICATE OF AUTHORIZATION No. 9808



ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/11/15

GRAND BEACH HOTEL - BAY HARBOR

BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER PLAN

SCALE: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____

C-3

PROPOSED HOTEL BUILDING
F.F.E = 10.08' NGVD

EAST BAY HARBOUR DRIVE

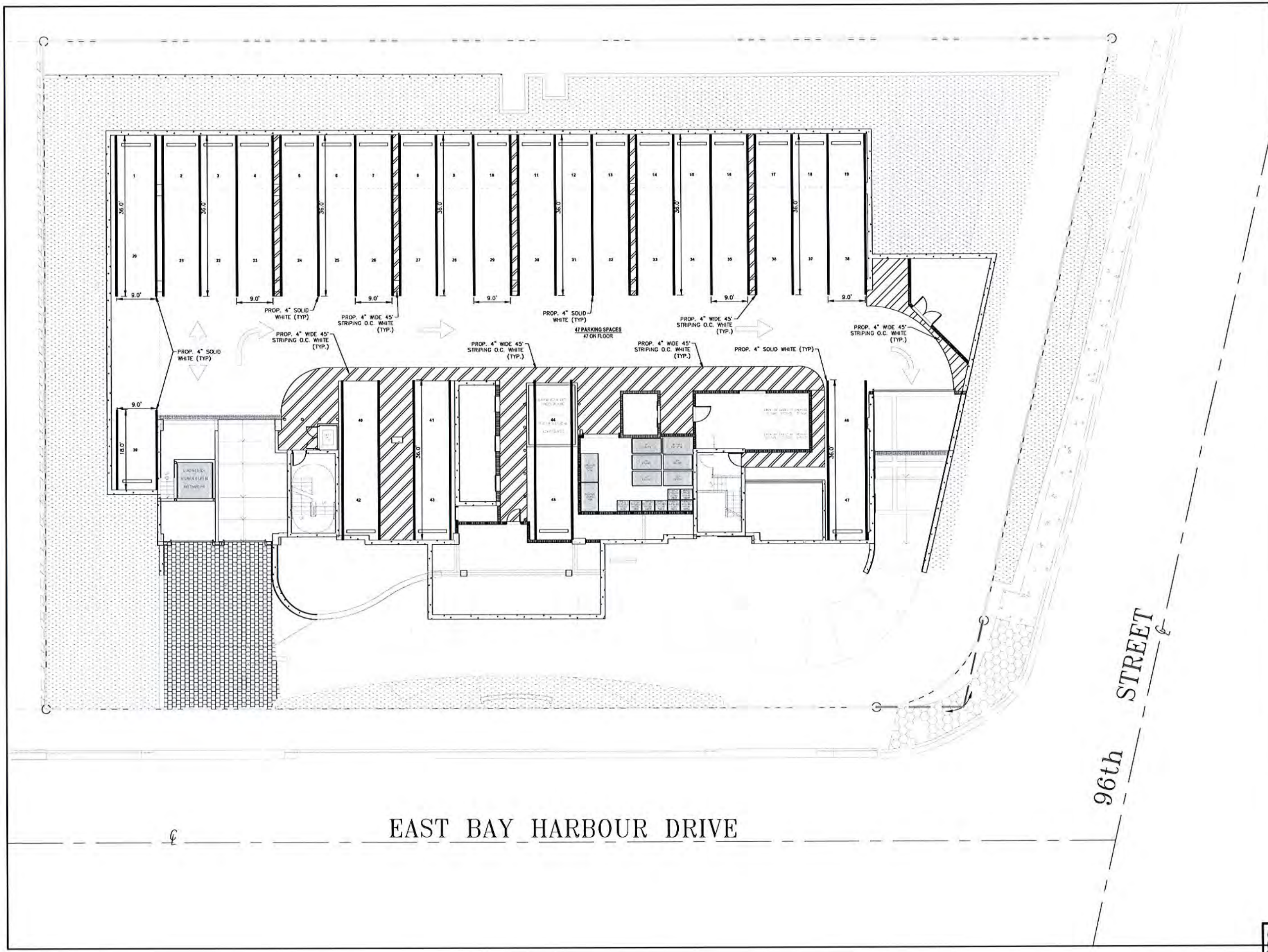
CONNECT TO EXST.
10" SAN. SEWER
MAIN WITH TWO (2)
10" RIGID FERNCO
COUPLINGS &
CUT-IN 10"x6" WYE

MAINTAIN 5" CLEARANCE
(MIN) BETWEEN PROP.
SANITARY SEWER LATERAL
& EXIST. 16" FM

IF SEWER ABOVE WATER MAIN
ADDITIONAL CONSIDERATION FOR
ADEQUATE SEPARATION SHALL
BE MADE

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NO.	DATE	REMARKS

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ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

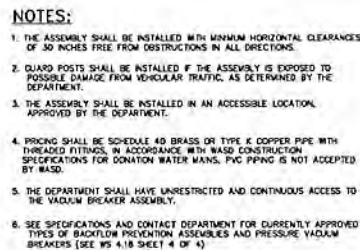
GRAND BEACH HOTEL - BAY HARBOR

9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

PAVEMENT MARKING AND SIGNAGE PLAN

SCALE:
DRAWN BY:
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DATE:





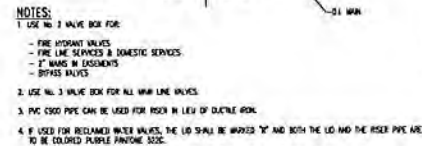
MDWASD DETAIL WS 4.19
PRESSURE VACUUM BREAKER
IRRIGATION SYSTEM ONLY
R15



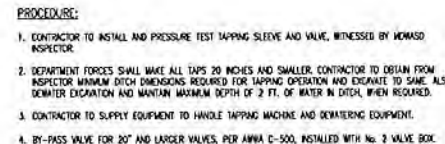
MDWASD DETAIL WS 4.18
REDUCED PRESSURE ZONE BACKFLOW
PREVENTER FOR WATER SERVICE
2 1/2" THRU 10" L



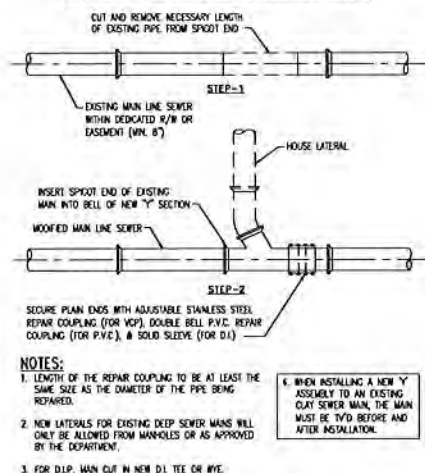
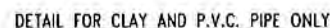
MDWASD DETAIL WS 4.20
DOUBLE DETECTOR CHECK VALVE ASSEMBLY FOR
FIRELINE SERVICE



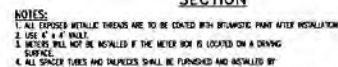
MDWASD DETAIL WS 1.0
TYPICAL GATE VALVE SETTING
(SMALLER THAN 16")



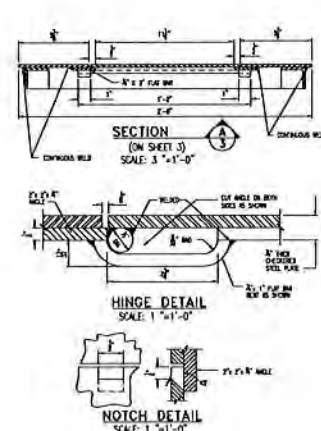
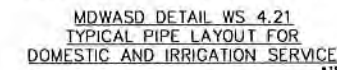
MDWASD DETAIL GS 1.8
TAPPING SLEEVE AND VALVE INSTALLATION



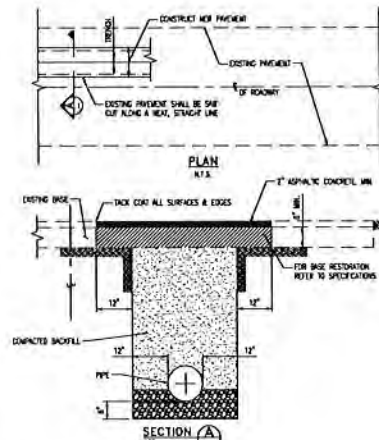
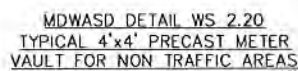
MDWASD DETAIL SS 1.0
GRAVITY SEWER SERVICE LATERAL FOR "SHALLOW" SEWERS



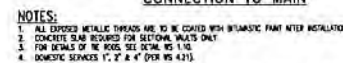
MDWASD DETAIL WS 4.21
DUAL 2" METER INSTALLATION FOR
TYPICAL 4" DOMESTIC SERVICE LINES



MDWASD DETAIL WS 2.17
TYPICAL STEEL COVER PLATE FOR
NON TRAFFIC AREAS



TYPICAL PAVEMENT RESTORATION DETAIL



MDWASD DETAIL WS 4.20
TYPICAL FIRE & DOMESTIC WATER
SERVICE CONNECTIONS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
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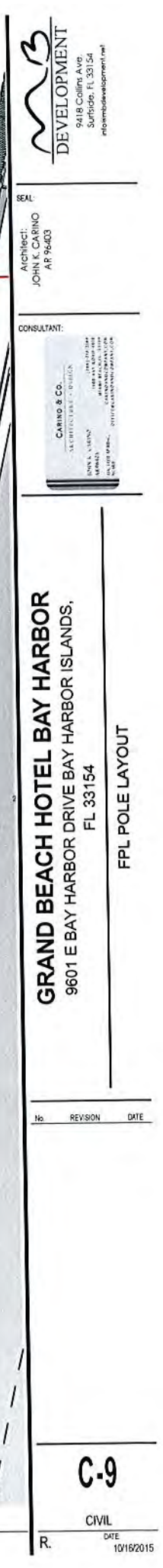
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER DETAILS

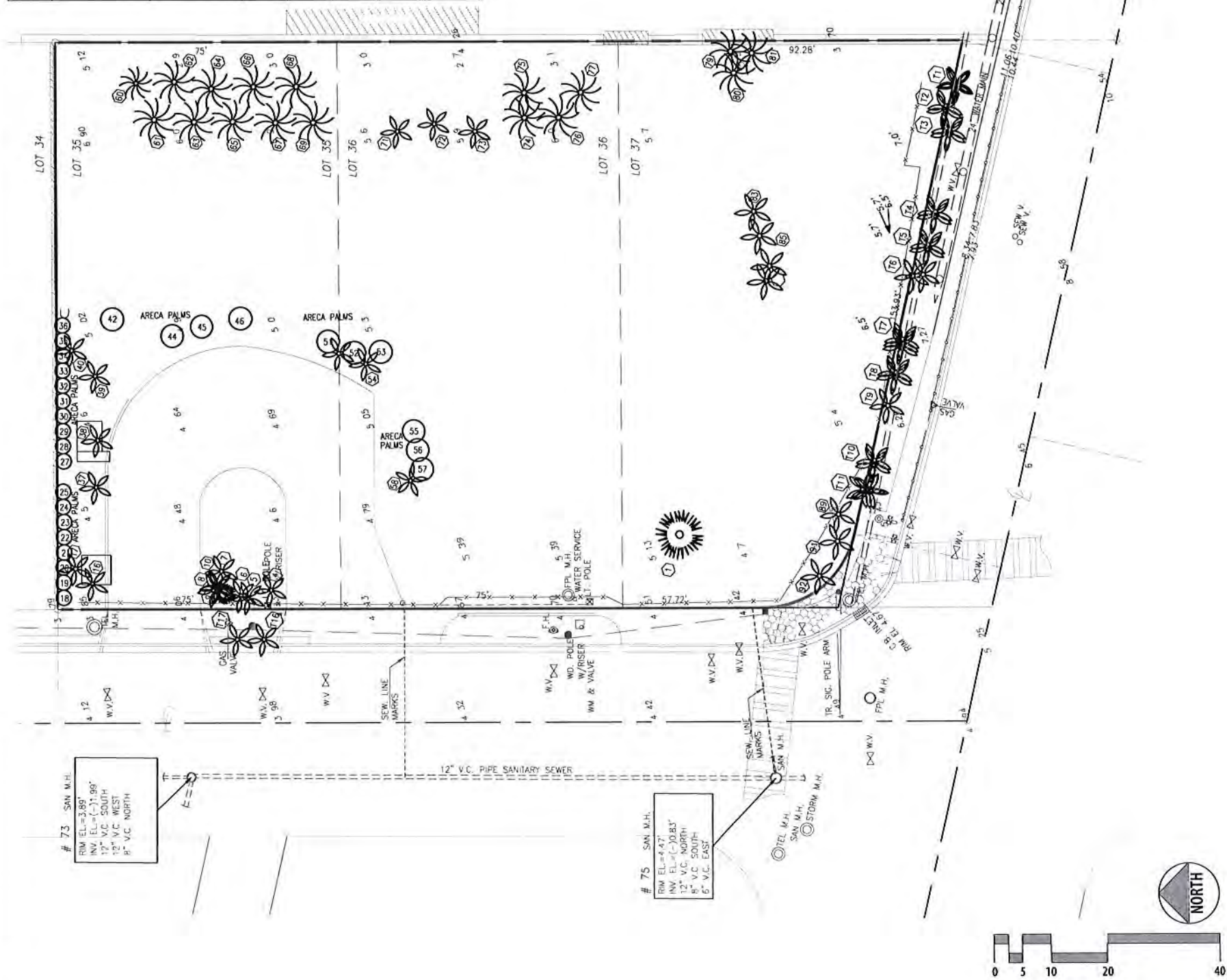
SCALE:
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DATE:

C-7



TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD
2	REMOVED						
3	REMOVED						
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD
10	Dictyosperma album	Hurricane Palm		4	25	6	GOOD
11	REMOVED						
12	REMOVED						
13	REMOVED						
14	REMOVED						
15	REMOVED						
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
26	REMOVED						
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	
41	REMOVED						
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
43	REMOVED						
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
47	REMOVED						
48	REMOVED						
49	REMOVED						
50	REMOVED						
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
58	Phoenix roebellii	Pinyon Date Palm	5	9	5	GOOD	
59	REMOVED						
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
70	REMOVED						
71	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
72	Psychosperma macarturii	Macarthur Palm	3	4	35	5	GOOD
73	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
78	REMOVED						
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
82	REMOVED						
83	Veitchia merillii	Christmas Palm	7	25	6	POOR	
84	REMOVED						
85	Veitchia merillii	Christmas Palm	7	25	6	POOR	
86	Veitchia merillii	Christmas Palm	7	25	6	POOR	
87	Veitchia merillii	Christmas Palm	7	25	6	POOR	
88	Veitchia merillii	Christmas Palm	7	25	6	POOR	
89	Washingtonia filifera	California Fan Palm	12	40	10	FAIR	

TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
90	REMOVED						
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR
T1	Veitchia merillii	Christmas Palm	3	6	20	10	FAIR
T2	Veitchia merillii	Christmas Palm	2	6	25	7	FAIR
T3	Veitchia merillii	Christmas Palm	2	7	30	10	FAIR
T4	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T5	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T6	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T7	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T8	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T9	Veitchia merillii	Christmas Palm	2	8	30	10	FAIR
T10	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T11	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T12	REMOVED						
T13	REMOVED						
T14	REMOVED						
T15	REMOVED						
T16	Veitchia merillii	Christmas Palm		4	20	6	GOOD
T17	Veitchia merillii	Christmas Palm		4	20	6	GOOD





DEVELOPMENT
9418 Collins Ave.
Suite 200
Surfside, FL 33154
info@mbdevelopment.com

SEAL

Landscape Architect
JULIA A. SABA
LA 4666779

CONSULTANT



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monte h 33133
786-468-3661
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GRAND BEACH HOTEL BAY HARBOR

9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

TREE SURVEY

No REVISION DATE

L-001

LANDSCAPE

R. DATE 10/15/2015

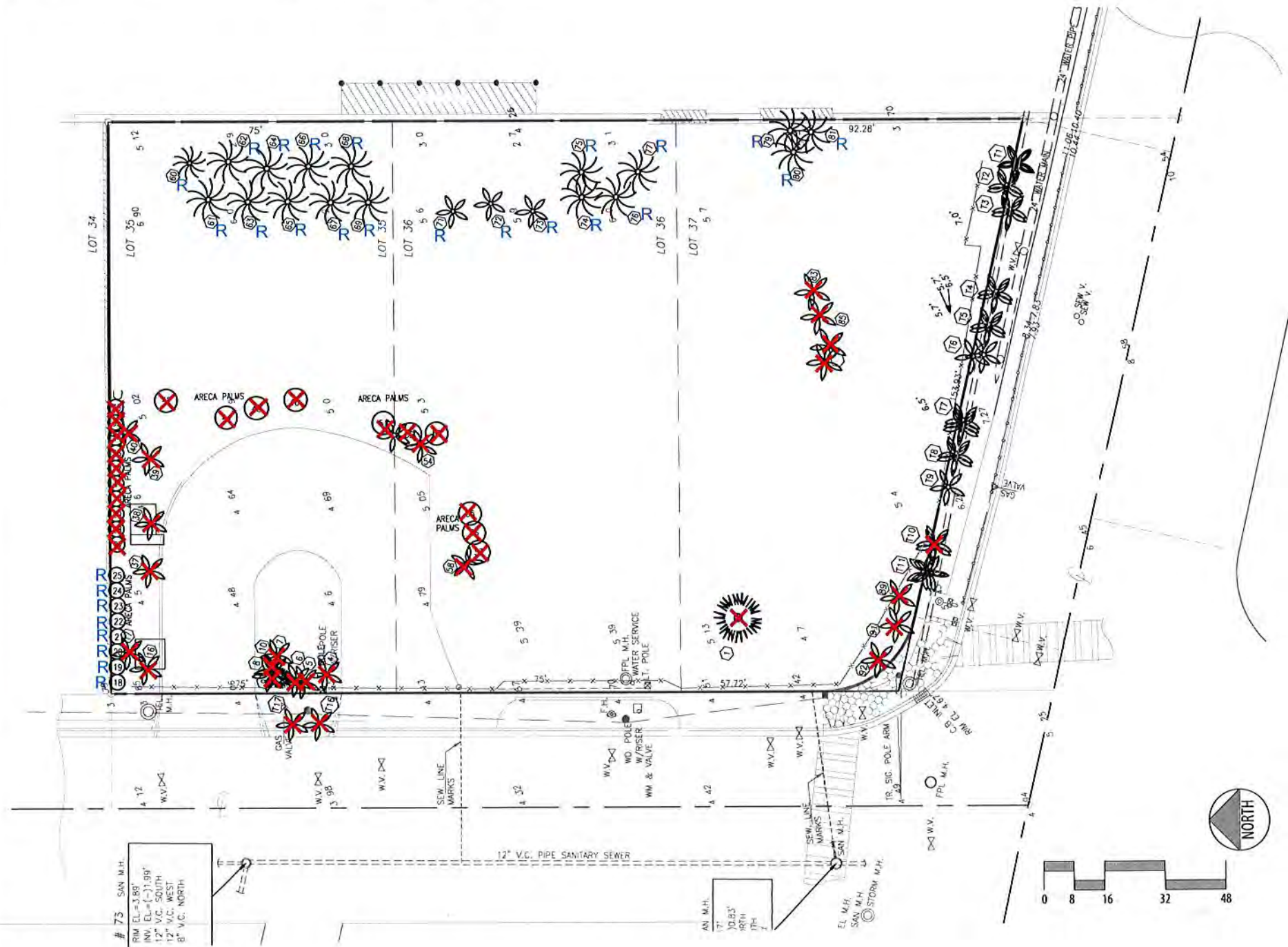
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TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD	REMOVE
2	REMOVED							
3	REMOVED							
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR	REMOVE
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR	REMOVE
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD	REMOVE
10	Dactyloperma album	Hurricane Palm		4	25	6	GOOD	RELOCATE ON SITE
11	REMOVED							
12	REMOVED							
13	REMOVED							
14	REMOVED							
15	REMOVED							
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR	REMOVE
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
26	REMOVED							
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	REMOVE	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	REMOVE	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	REMOVE	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	REMOVE	
41	REMOVED							
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
43	REMOVED							
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
47	REMOVED							
48	REMOVED							
49	REMOVED							
50	REMOVED							
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	REMOVE	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD	REMOVE
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
58	Phoenix roebelinii	Pigmy Date Palm	5	9	5	5	GOOD	REMOVE
59	REMOVED							
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	RELOCATE ON SITE	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	RELOCATE ON SITE	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
70	REMOVED							
71	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
72	Psychosperma macarturi	Macarthur Palm	3	4	35	5	GOOD	RELOCATE ON SITE
73	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	RELOCATE ON SITE	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
78	REMOVED							
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
82	REMOVED							
83	Yuccia merilla	Christmas Palm	7	25	6	POOR	REMOVE	
84	REMOVED							
85	Yuccia merilla	Christmas Palm	7	25	6	POOR	REMOVE	
86	Yuccia merilla	Christmas Palm	7	25	6	POOR	REMOVE	
87	Yuccia merilla	Christmas Palm	7	25	6	POOR	REMOVE	
88	Yuccia merilla	Christmas Palm	7	25	6	POOR	REMOVE	
89	Washingtonia filifera	California Fan Palm	12	40	10	FAIR	REMOVE	

TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
90	REMOVED							
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR	REMOVE
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR	REMOVE
101	Yucca meridensis	Christmas Palm	3	6	20	10	FAIR	REMAIN IN PLACE
102	Yucca meridensis	Christmas Palm	2	6	25	7	FAIR	REMAIN IN PLACE
103	Yucca meridensis	Christmas Palm	2	7	30	10	FAIR	REMAIN IN PLACE
104	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
105	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
106	Yucca meridensis	Christmas Palm	2	8	40	10	FAIR	REMAIN IN PLACE
107	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
108	Yucca meridensis	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
109	Yucca meridensis	Christmas Palm	2	8	30	10	FAIR	REMAIN IN PLACE
110	Yucca meridensis	Christmas Palm	2	8	40	10	FAIR	REMOVE
111	Yucca meridensis	Christmas Palm	3	6	40	10	FAIR	REMAIN IN PLACE
112	REMOVED							
113	REMOVED							
114	REMOVED							
115	REMOVED							
116	Yucca meridensis	Christmas Palm		4	20	6	GOOD	REMOVE
117	Yucca meridensis	Christmas Palm		4	20	6	GOOD	REMOVE

LEGEND	
	REMAIN IN PLACE
R	RELOCATE ON SITE
X	REMOVE



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

REVISION DATE

L-002
LANDSCAPE
DATE 10/15/2015

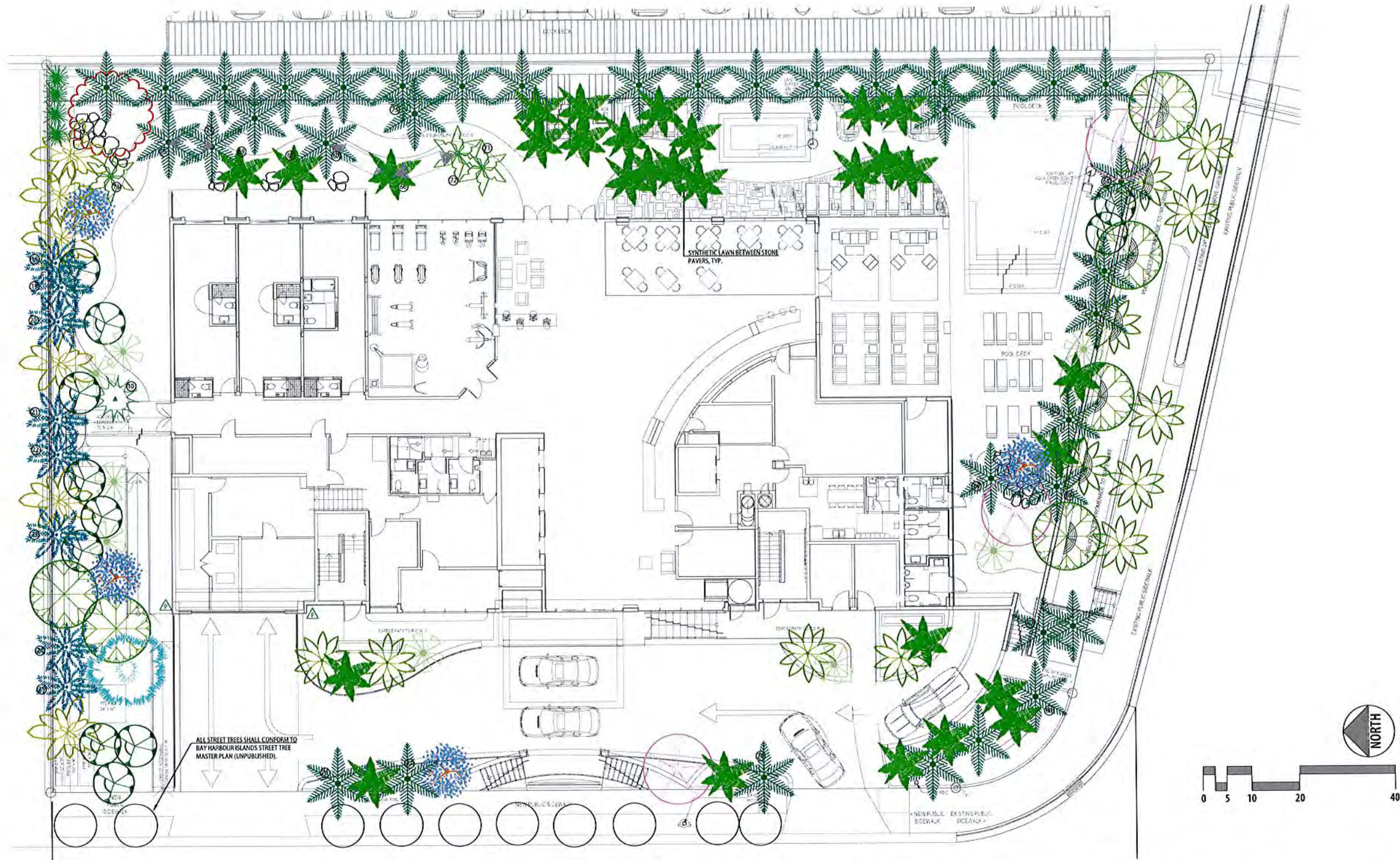
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SERIAL A SABA
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info@landscapedevelopment.com

Page 1 of 3 Revised 12/06/14Page 2 of 3 Revised (2/27/14)Page 3 of 3 Received: 12 May 14

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Bill Server, BIMSERVERX - Bill Server 18 Bay Harbor Bay Harbor



TREE and PALM LEGEND

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
4		Bauhinia blakeana	Hong Kong Orchid Tree	12' OA HT, 2" DIA	
1		Bismarckia nobilis	Bismarck Palm	10' CT	
6		Bursera simaruba	Gumbo Limbo	16' OA HT, 2" DIA	
33		Carpentaria acuminata	Carpentaria Palm	20' OA HT	
6		Caryota mitis	Clumping Fishtail Palm	MIN 20' OA HT	
3		Chorisia speciosa	Floss Silk Tree	18' OA HT, 2" DIA	

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
12		Coccoloba diversifolia	Pigeon Plum	12' OA HT, 2" DIA	
17		Cocos nucifera	Coconut	N/A	Relocated from on site
20		Cocos nucifera 'Green Malayan'	Green Malayan Coconut Palm	14' to 25' GW	FG, MIN. 7 FRONDS, BR, CERTIFIED JAMAICAN MALAYAN
1		Delonix regia	Royal poinciana	14' OA Height 2" DIA	
1		Dictyosperma album	Hurricane Palm	N/A	Relocated from on site
8		Dypsis lutescens	Areca Palm	N/A	Relocated from on site

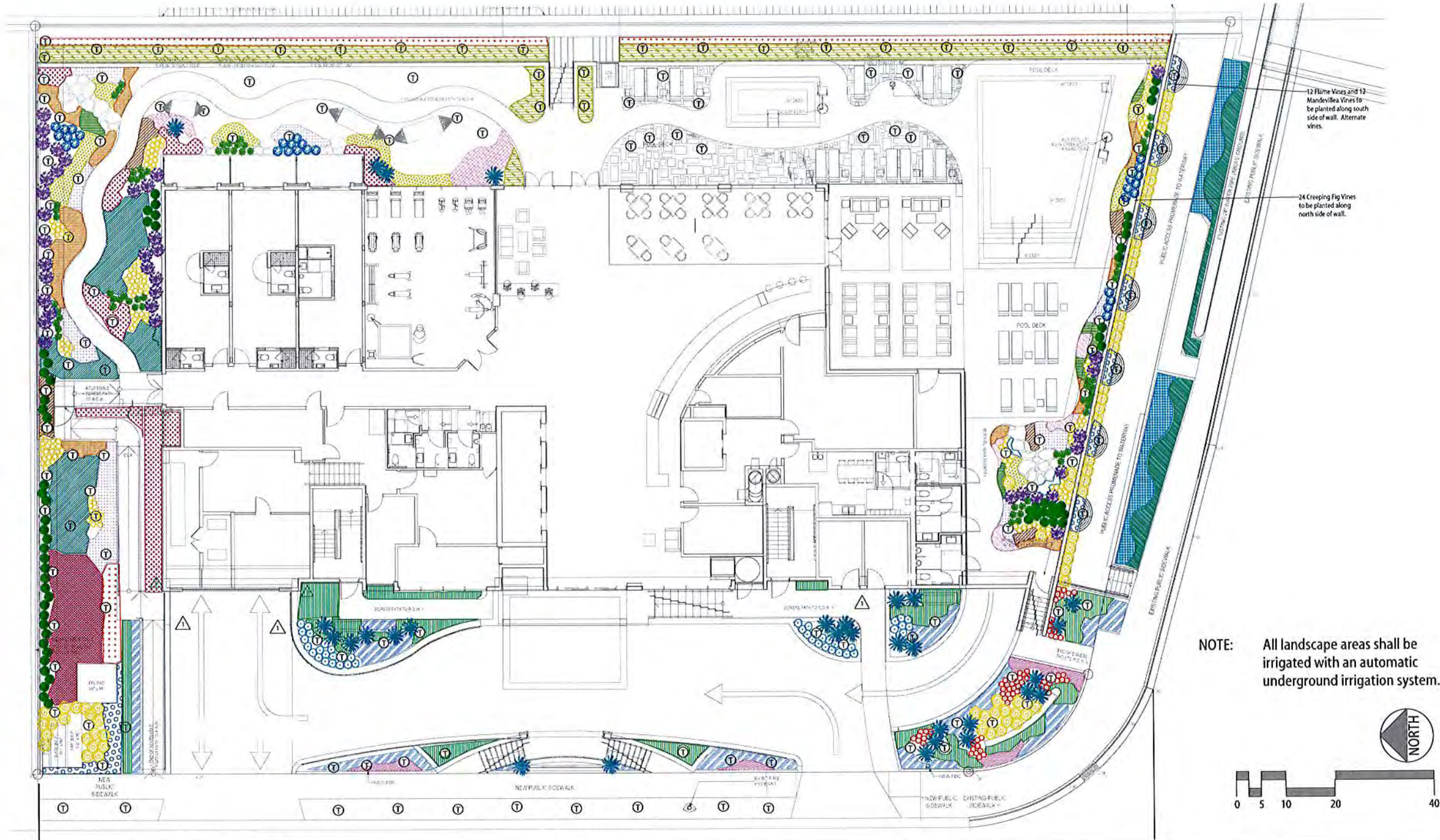
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
15		Hyophorbe verschaffelii	Spindle Palm	6' CT	
3		Psychosperma macartii	Macarthur Palm	N/A	Relocated from on site
4		Rhaps excelsa	Lady palm	12' OA	
12		Roystonea regia	Florida Royal palm	20' MIN GW	Royal Palms along Kane Concourse shall match those on opposite side (15' OAH).
		ALL STREET TREES SHALL CONFORM TO BAY HARBOUR ISLANDS STREET TREE MASTER PLAN (UNPUBLISHED).			

NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.

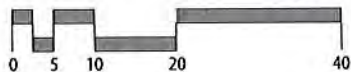
GROUND FLOOR : TREE & PALM PLAN

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BIM Server: BMSERVER - BIM Server - 100 Bay Harbor Harbor



NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.



QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
59		Alcasia macrorrhiza 'Black Stem'	Wild Taro	3 Gal.			
185		Alpinia zerumbet	Shell Ginger	3 Gal.			
749		Asparagus densiflorus 'Meyersii'	Forttail Fern	3 Gal.	8" O.C.		X
817		Begonia odorata 'Alba'	Begonia	1 Gal.	6" O.C.		
41		Brunfelsia grandiflora	Yesterday-Today-and-Tomorrow	15 Gal.			
256		Caladium sp.	Caladium	1 Gal.	6" O.C.		
49		Conocarpus erectus var. sericeus	Silver Buttonwood	3 Gal.	24" O.C.	X	X
71		Cordyline frutescens 'Black Magic'	Black Magic	3 Gal.			
25		Cycas revoluta	Sago Palm	15 Gal.			
381		Dianella sp.	Flax Lily	3 Gal.	8" O.C.		
75		Ficus 'Green Island'	Green Island Ficus	3 Gal.	18" O.C.		X

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
65		Galphimia glauca	Thyrallis	7 Gal.			X
342		Hemerocallis sp.	Day Lily	3 Gal.	12" O.C.		X
582		Kalanchoe blofeldiana	Kalanchoe	1 Gal.	6" O.C.		
256		Kalanchoe thyrsiflora	Flapjack	1 Gal.	6" O.C.		
182		Lantana montevidensis	Trailing Lantana	3 Gal.	24" O.C.		X
63		Monstera deliciosa	Swiss Cheese Plant	3 Gal.	24" O.C.		
116		Nephrolepis biserrata	Madro Fern	3 Gal.	18" O.C.	X	X
79		Pentas lanceolata	Pentas	3 Gal.	18" O.C.		X
250		Philodendron 'Burle Marx'	Philodendron	3 Gal.	8" O.C.		
59		Phyllostachys nigra	Black Bamboo	15 Gal.			
121		Plumbago auriculata	Plumbago	3 Gal.			X

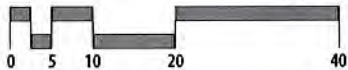
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
1332		Ruella brittoniana	Mexican Petunia	1 Gal.	6" O.C.		
744		Spathoglottis 'Berry'	Ground orchid	3 Gal.	8" O.C.		
53		Zamia pumila	Coontie	3 Gal.	24" O.C.	X	X
962 SF		Stenotaphrum secundatum 'Palmetto'	St. Augustine	Sod			

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	NATIVE	LOW MAINTENANCE
324		Pyrostegia venusta	Flame Vine	15 Gal.			X
265		Mandevilla spp.	Mandevilla spp.	15 Gal.			X
408		Ficus pumila	Creeping Fig	15 Gal.			X

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BIM Server: BIMSERVERX - BIM Server 10 Bay Harbor Bay Harbor

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sago palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fonttail fern	1 Gal.	

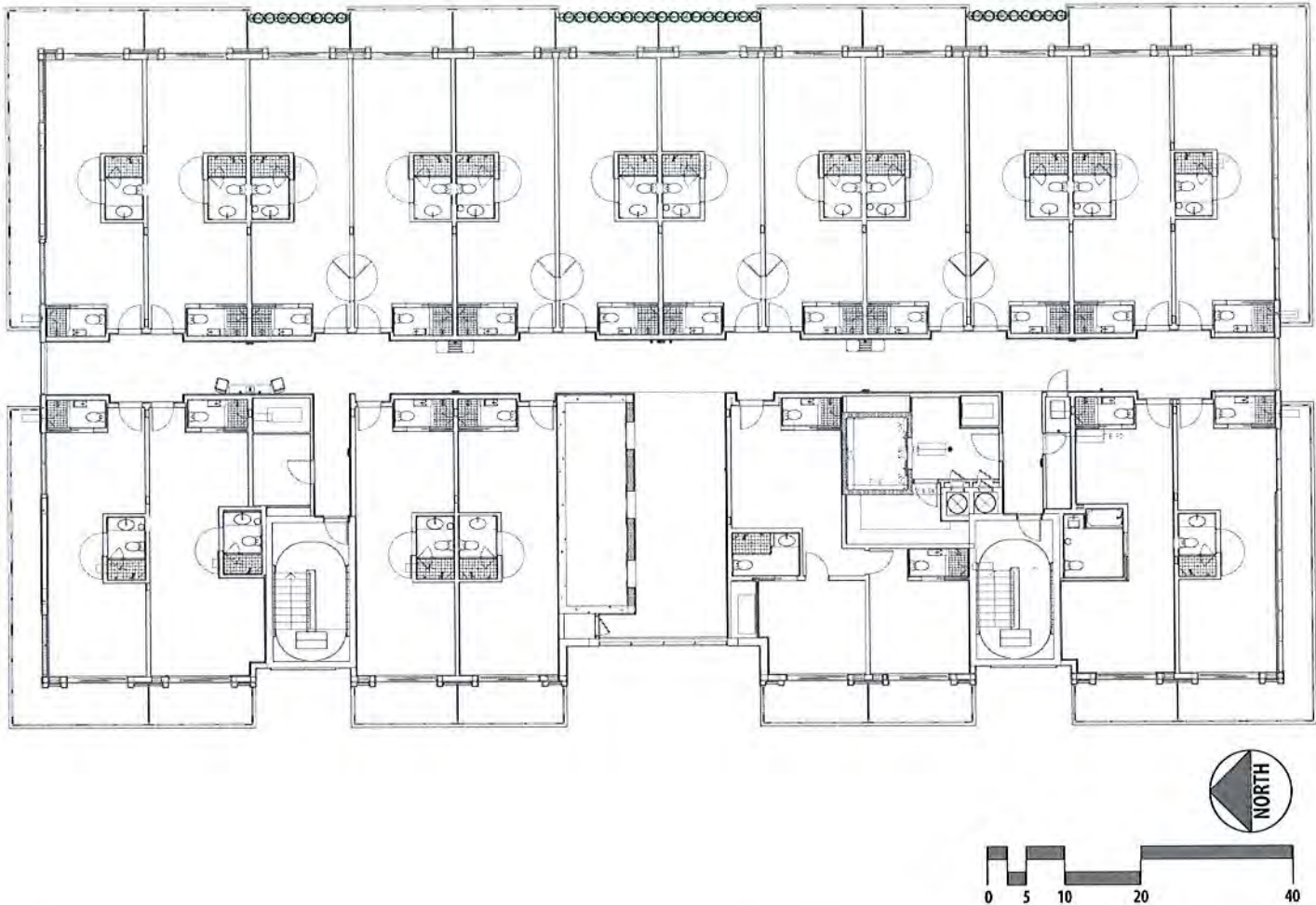


TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
12		Pachypodium lamerei	Madagascar palm		

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BIM Server: BMSERVERX - BIM Server 15 Bay Harbor/Bay Harbor

SHRUB, GROUNDcover AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

THIRD FLOOR TERRACE : PLANTING PLAN

R.

L-304

LANDSCAPE

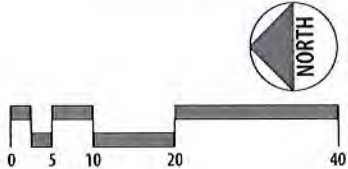
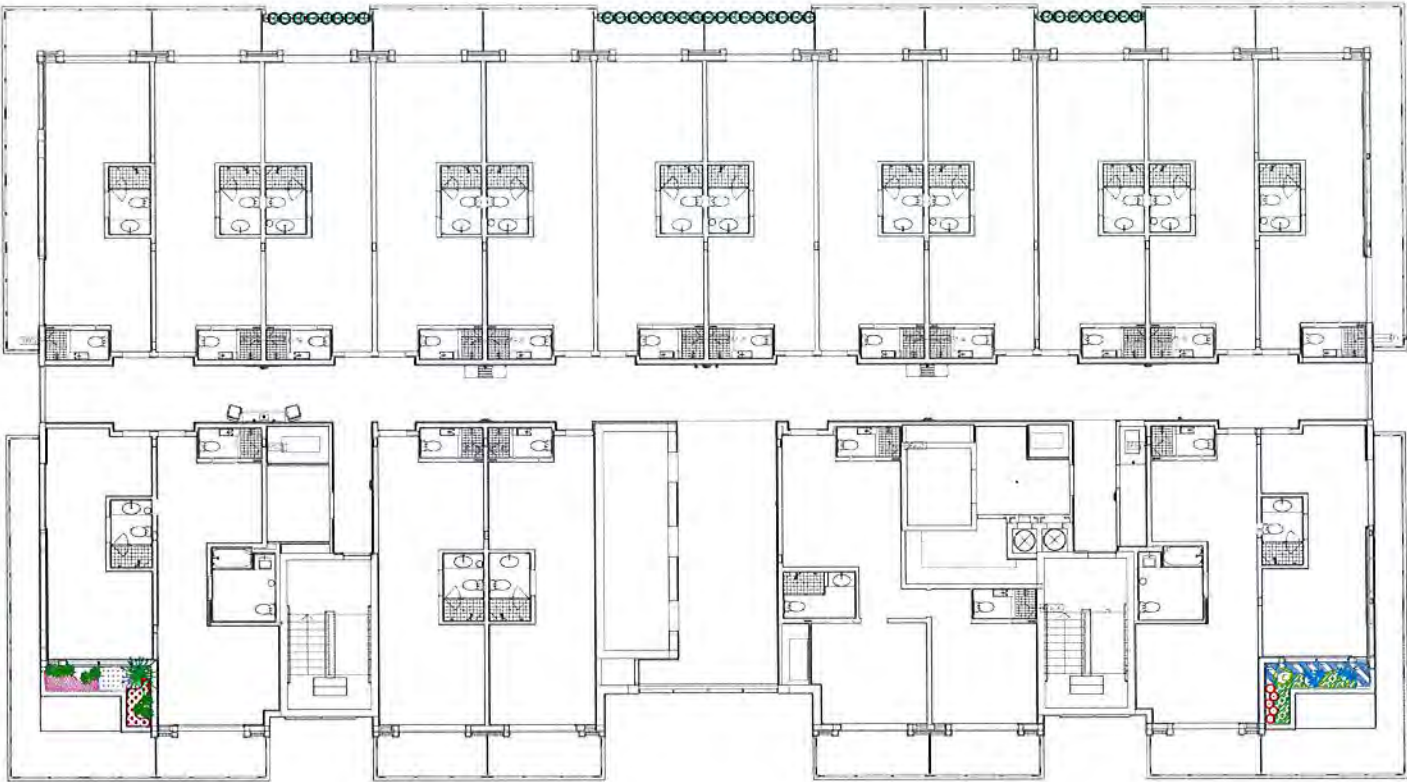
DATE

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BIM Server: BIMSERVER\EXC - BIM Server 150Bay HarborBay Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"x24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Puellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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FL 33154

FOURTH FLOOR TERRACE : PLANTING PLAN

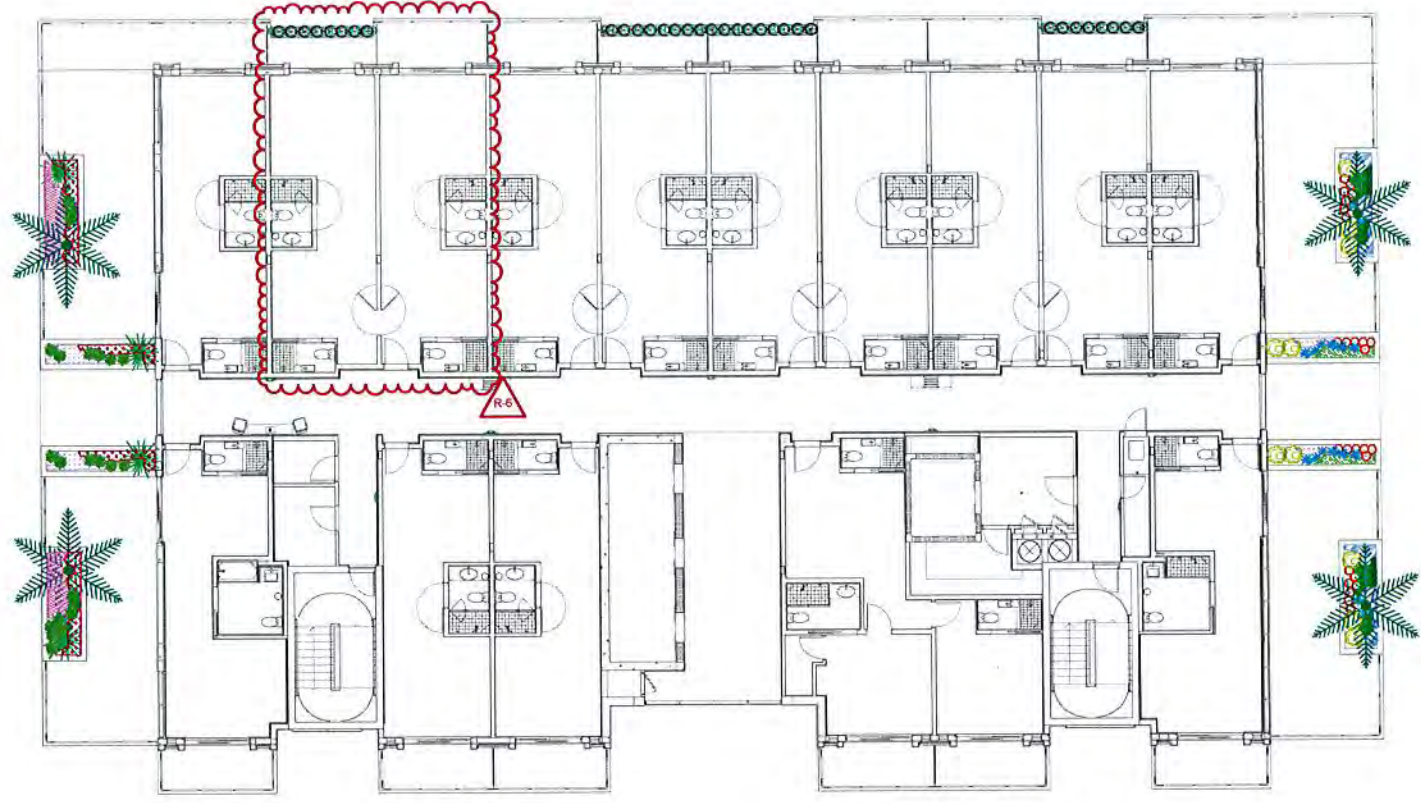
No. REVISION DATE

L-305
LANDSCAPE
R. DATE
10/15/2015

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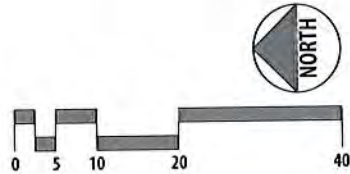
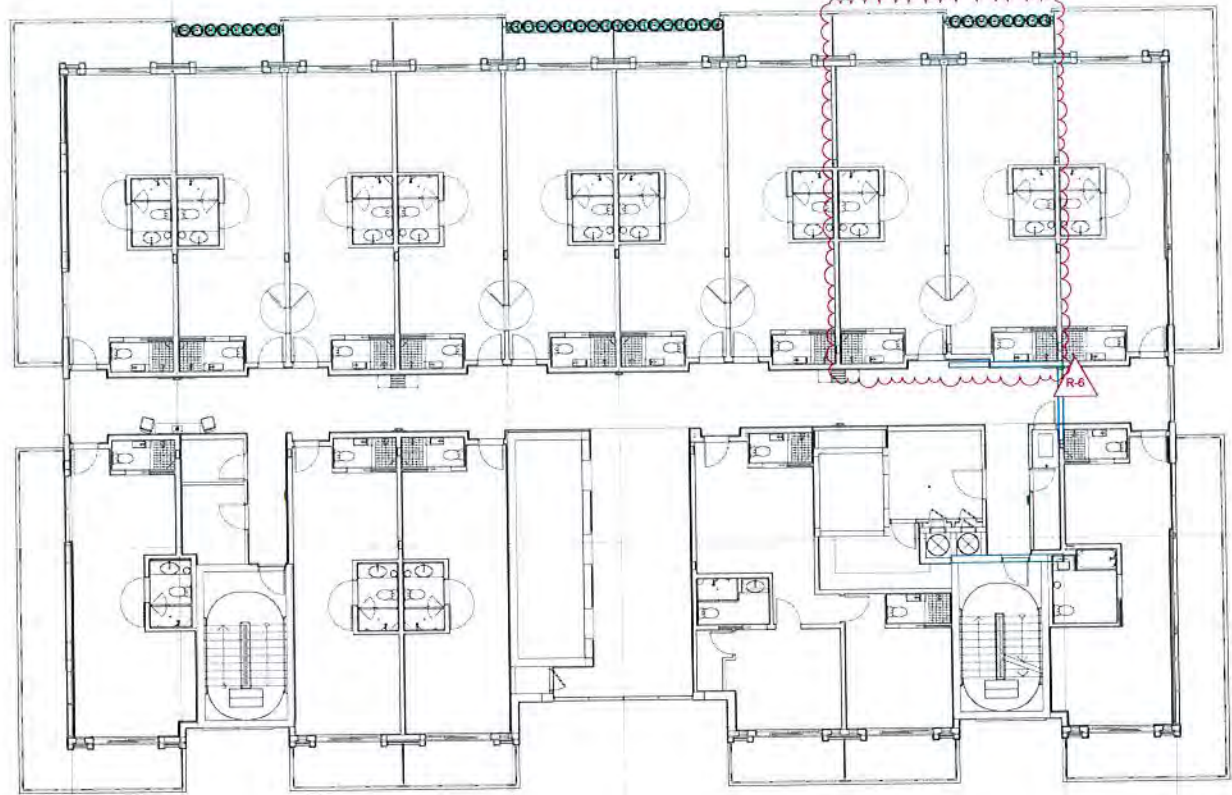
BMJ Senior: BMD/REVISED - BMJ Senior: 10 Bay Harbor/ Bay Harbor

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sequo palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalandhoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



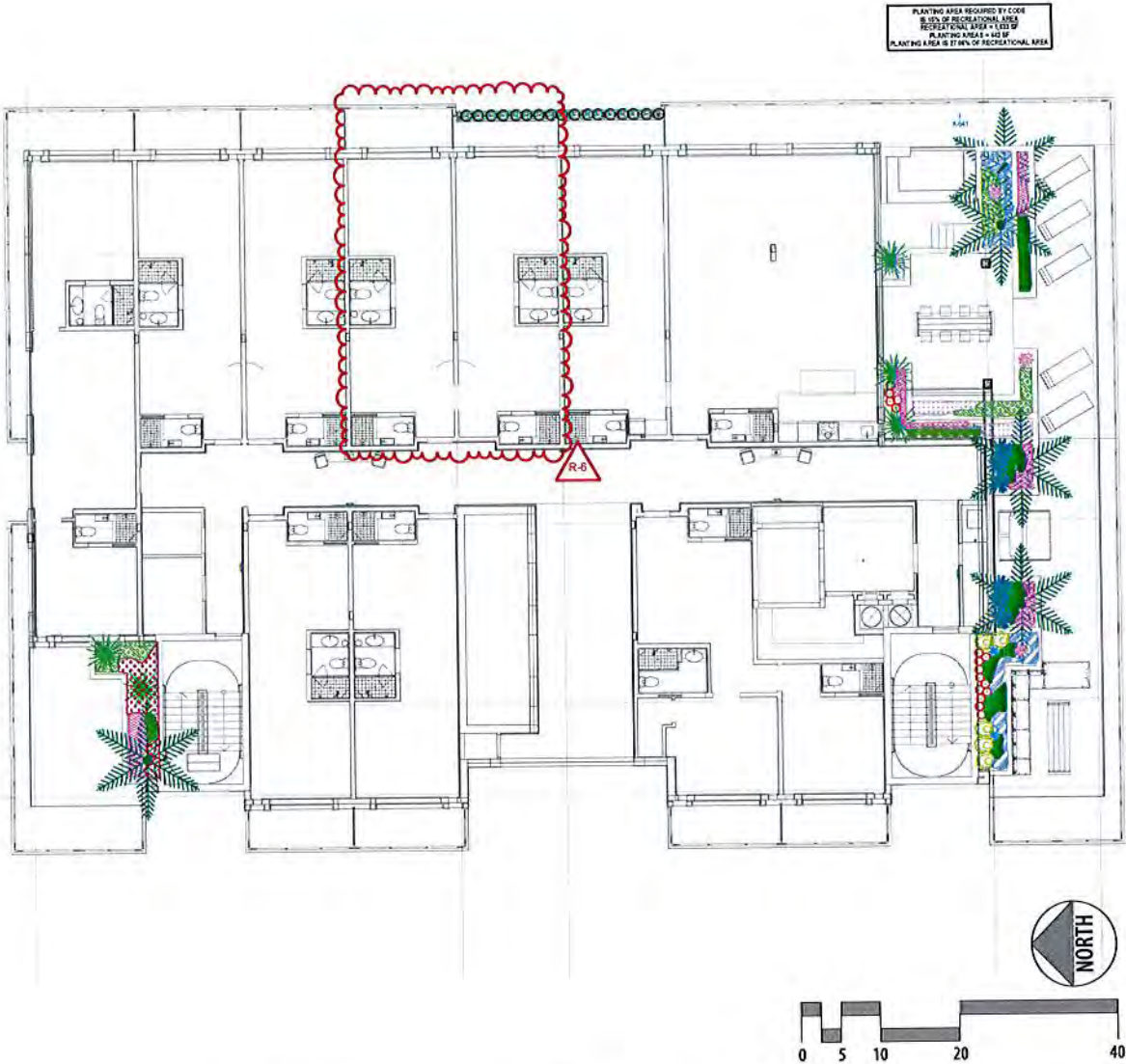
TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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BIM Server: BACKSERVER - BIM Server - 100Bay Harbor/Day Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"x24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sege palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalandhoe thyrsiflora	Flagjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	

TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhaps excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		



GRAND BEACH HOTEL BAY HARBOR
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SEVENTH FLOOR TERRACE : PLANTING PLAN

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No. REVISION DATE

R-6 PLO COMMENTS 10/15/2015

L-308

LANDSCAPE

R. DATE 10/15/2015



South Elevation

0 4 8 16

1 SOUTH LANDSCAPE ELEVATION
L-309

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BM Server: BLMSEVEREX - BM Server 19/Bay Harbor/Bay Harbor

DEVELOPMENT
9418 Collins Ave.
Suite 100
Surfside, FL 33154
info@mbdevelopment.net

SEAL:

Landscape Architect
3821 El Prado Blvd.
Suite 100
Miami, FL 33133
LA 6666779

CONSULTANT:



3821 el prado blvd.
miami, fl 33133
786.408.3661
www.section-l.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SOUTH LANDSCAPE ELEVATION

No. REVISION DATE

L-309

LANDSCAPE

R. DATE 10/15/2015

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BM Server: BMGEVEDX - BM Server - 19Bay HarborBay Harbor



West Elevation

1 WEST LANDSCAPE ELEVATION
L-310

DEVELOPMENT
9418 Collins Ave.
Suite 100, FL 33154
info@mbdevelopment.net

SEA:

Landscape Architect:
SERAI A. SABA
LA 6666779

CONSULTANT:



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miami fl 33133
786.408.3661
www.section-L.com

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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

WEST LANDSCAPE ELEVATION

No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-310

LANDSCAPE

R. DATE 10/15/2015

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North Elevation

0 4 8 16

1
L-311

NORTH LANDSCAPE ELEVATION



DEVELOPMENT

9418 Collins Ave.
Suite 100, FL 33154
info@mbdevelopment.net

Landscaping Architect:
SERAJ A. SABA
LA 6666779

CONSULTANT:


3821 el Prado Blvd
Miami FL 33133
786 408.3661
www.section-L.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH LANDSCAPE ELEVATION

No. REVISION DATE

L-311

LANDSCAPE

R. DATE 10/15/2015

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BM Server: BINGSERVERX - BM Server: 19 Bay Harbor Bay Harbor



1 NORTH LANDSCAPE : SEASCAPE ELEVATION
L-312

DEVELOPMENT
9418 Collins Ave.
Surfside, FL 33154
info@mbdevelopment.net

SEAL

LANDSCAPE ARCHITECT:
3821 EL PRADO BLVD.
MIAMI, FL 33133
LA 6664779

CONSULTANT:



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786 408.3661
www.section-l.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH LANDSCAPE ELEVATION : NEIGHBOR

No. REVISION DATE

L-312

LANDSCAPE

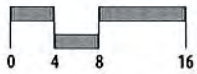
R. DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server: 100Bay HarborBay Harbor



East Elevation



1 WEST LANDSCAPE ELEVATION
L-313

DEVELOPMENT
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Suite 100
Miami, FL 33154
info@mbdevelopment.net

SEAL:

Landscape Architect:
SERAJ A. SABA
LA 6666779

CONSULTANT:



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miami fl 33133
786.408.3661
www.section-l.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
EAST LANDSCAPE ELEVATION

No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-313

LANDSCAPE

R. DATE 10/15/2015

Server: BIMS SERVER - BIM Server 19 Bay Harbor Bay Harbor



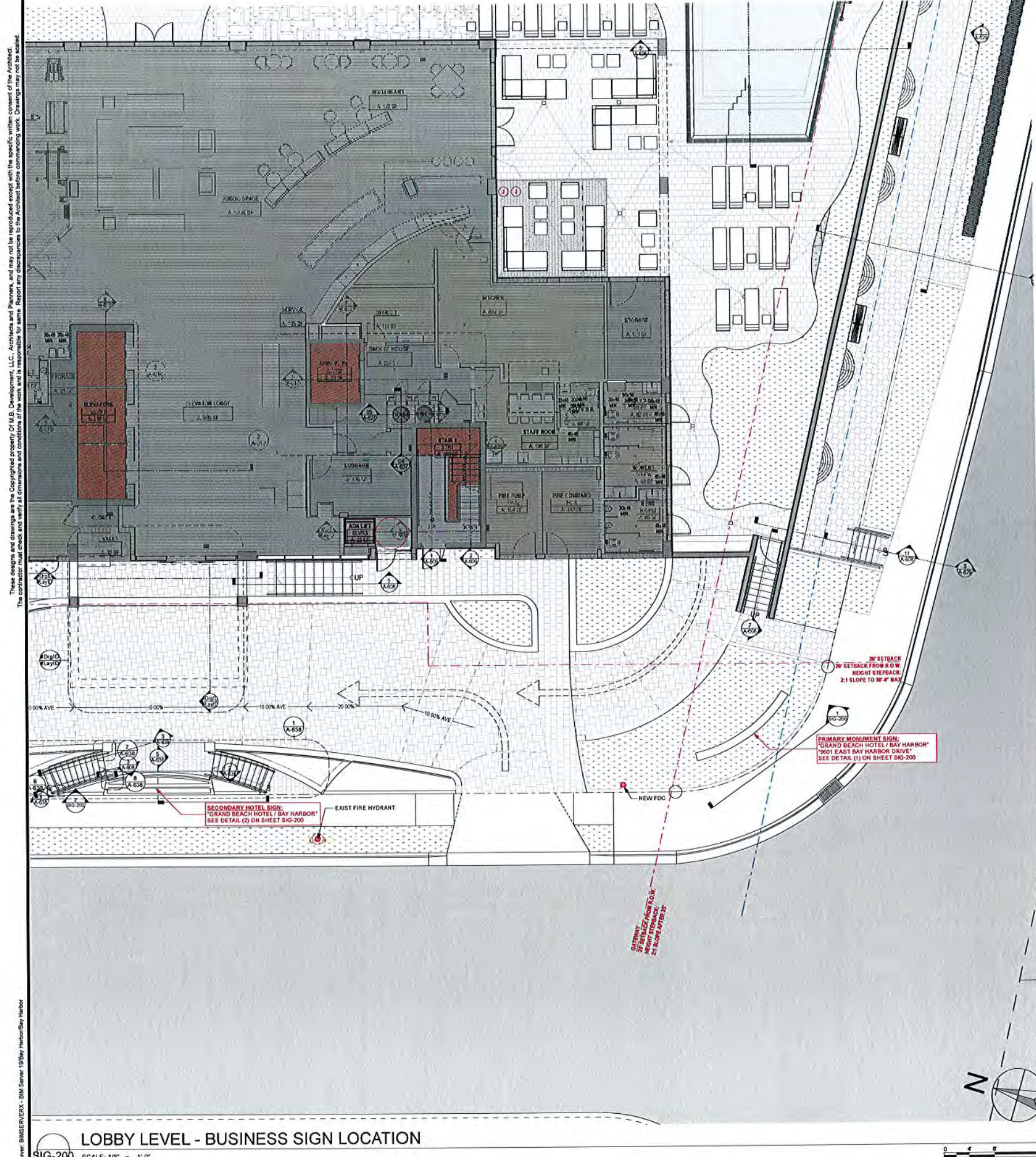
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SIG-101a
EXTERIOR & INTERIOR
SIGNAGE
R. DATE 10/15/2015

CONSULTA

CARINO & Co.
ARCHITECTURE + DESIGN

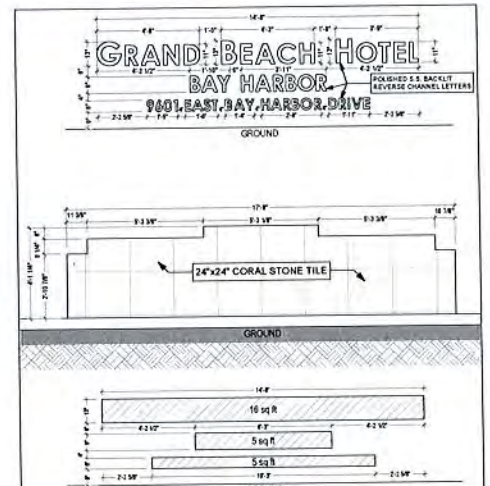
JOHN A. CARINO
ARCHITECT
1000 SAN ANTONIO AVE
MIAMI BEACH, FL 33139
CARINO@CARINO.COM
305.533.8800



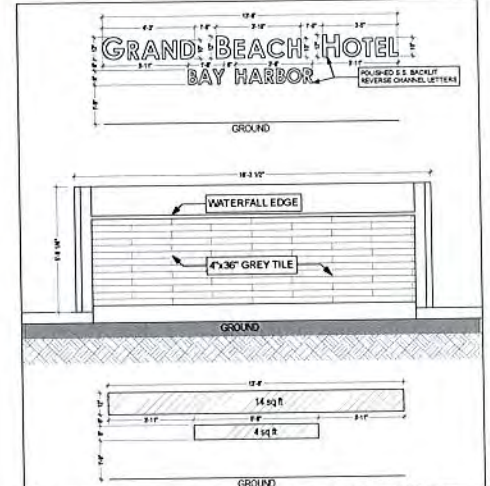
PRIMARY SIGN : PERSPECTIVE



SECONDARY SIGN : PERSPECTIVE



1 PRIMARY SIGN : MONUMENT SIGN DETAILS
SCALE: 1/4" = 1'-0"



2 SECONDARY SIGN : HOTEL SIGN DETAILS
SCALE: 1/4" = 1'-0"

PRIMARY EXTERIOR SIGN
Sec. 17-20. - Exterior Signs (B-1 District)

- (1) **Maximum Sign Area.**
No primary sign shall have an area measured from end to end and from top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by licensed establishment, with a maximum overall size of 30' square feet.
- (2) **Maximum Height of Sign.**
No primary sign shall have lettering exceeding 18" inches in height and lettering less than 12" inches in height per line of linear signage.
- (3) **Maximum Length of Sign.**
No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.
- (6) **Secondary Business Signs.**
Businesses occupying the corner space of corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is not greater than 50 percent of the measurements specified for a sign in subsections (1), (2) and (3) above.
- (8) **Mounting.**
All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of ledge or overhang.

***We have (2) Property Fronts due to it being a corner lot. We are allowed (1) 30 sq. ft. sign & (1) 15 sq. ft. for a total of 45.00 sq. ft. Currently proposing (1) Primary Sign to be 26.00 sq. ft. & (1) Secondary Sign to be 18.00 sq. ft. for a total of 44.00 sq. ft.

Source: ARTICLE II. - B-1 ZONE. (c) Sec.17-20. Exterior Signs. | Code of Ordinances

Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:
CARINO & CO.
3000 N. BAYVIEW BLVD.
SUITE 1000
MIAMI, FL 33137
(305) 555-1234
www.carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PRIMARY MONUMENT SIGN & SECONDARY SIGN DETAILS

NO.	REVISION	DATE
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BM Server: BMSERVER-001 - BM Server: 100 Bay Harbor Blvd



\$0.001 PRIMARY HOTEL MONUMENT SIGN (26 sq. ft.)



\$0.002 SECONDARY HOTEL SIGN (18 sq. ft.)



\$0.003 REGULATORY SIGN (18" x 12") & (18" x 5.5") (QUANTITY 2)



\$0.004 REGULATORY SIGN (8" x 8")



\$0.005 REGULATORY SIGN (8" x 8")



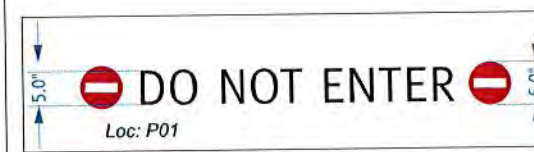
\$0.006 REGULATORY SIGN (6.5" x 4.0")



\$0.007 REGULATORY SIGN (6.5" x 4.0")



\$0.008 IDENTIFICATION SIGN



\$0.009 REGULATORY SIGN



\$0.010 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.011 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.012 IDENTIFICATION SIGN (6.25" x 7.5")



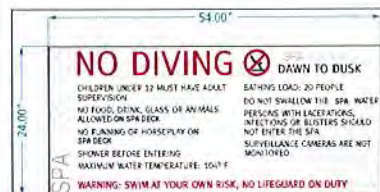
\$0.013 IDENTIFICATION SIGN (7.5" x 4")



\$0.014 DIRECTIONAL SIGN (6.25" x 7.5")



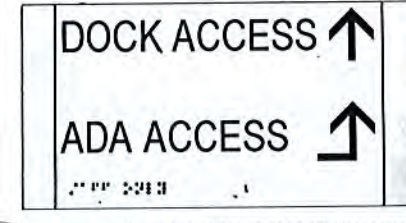
\$0.015 REGULATORY SPA RULES SIGN



\$0.016 REGULATORY SPA RULES SIGN



\$0.017 NOTIFY PUBLIC RULES SIGN (12" x 6") (QUANTITY 2)



\$0.018 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



\$0.019 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



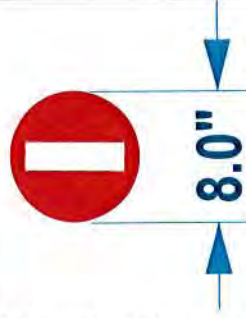
\$0.020 REGULATORY SIGN (72" x 6") WALL MOUNTED LETTERING



\$0.021 IDENTIFICATION SIGN (7.5" x 4")



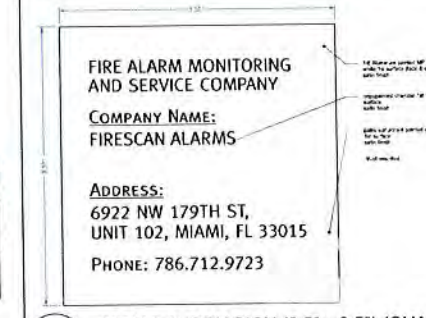
\$0.022 IDENTIFICATION SIGN (7.5" x 4")



\$0.023 REGULATORY SIGN (QUANTITY 2)



\$0.024 REGULATORY SIGN (12" x 36") (QUANTITY 2)



\$0.025 REGULATORY SIGN (8.5" x 8.5") (QUANTITY 1)



\$0.026 REGULATORY SIGN (16"Ø)

Architect:
JOHN K. CARNO
AR 96403



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 1 - LOBBY : SIGNAGE PROOFS

SIG-201
SIGNAGE PROOFS &
DETAILS
DATE: 10/15/2015





AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a Transfer of Developments Rights (TDR) transaction of the transfer of fifteen (15) dwelling unit from the Town TDR Bank for construction of a previously approved project on November 11, 2015, to be located at 9601 East Bay Harbor Drive. Enclosed is a copy of the application, site plans and other supporting documents.

DESCRIPTION:

An application for Transfer of Development Rights was received and processed for the purchase of fifteen (15) TDR units from the Town pool.

The receiving site, 9601 East Bay Harbor Drive (Bay Harbor Hotel, LLC), filed and received approval on November 11, 2015 for the development of ninety six (96) room Hotel. They are also seeking Town Council approval to purchase five (5) TDR units from the private pool (3 units from 9350 BHI, LLC and 2 from Oceanus Condominium, Inc.).

The applicant has requested to purchase the remaining fifteen (15) TDR units from the Town Bank (\$62,500 each) for a total of \$937,500.

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the TDR application is approved by the Town Council, the Town Attorney prepare a resolution setting forth the Town Council's approval and recommendations.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

If approved, the Town would receive \$937,500 from the sale.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	MMiller staff report	Grand Beach Hotel Revised Town TDR Report Jan 04 2016.pdf
2.	TDR Application	9601 EBHD - TOWN TDR APP.pdf
3.	Site Plans	9601 EBHD Site Plans -96UNITS.pdf

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

To: Marlene Siegel - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson – Town Manager
Craig Sherman, Esq. – Town Attorney
Frank Simone, Esq. – Asst. Town Attorney

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

Date: January 4th, 2016

Subject: Grand Beach Hotel – 96 Room Hotel
9601 East Bay Harbor Drive
TDR Donor Request – Public from Town-Owned “Pool”
Bay Harbor Islands Acct. No. MB2015-39
MMPA Acct. No. 01-0702-1009

ISSUE

On November 9th, 2015 a PUD Rezoning / Gateway Site Development Plan application was approved by the Town Council for 96 hotel rooms. The Town's adopted Comprehensive Plan / Zoning Code would allow a maximum of 54 hotel rooms on this site based on the maximum allowable land use intensity of 70 rooms per acre (.77 acres X 70 rooms per acre = 53.9 or 54 rooms). The Town Commission amended the Zoning Code on April 11th, 2011 to allow applicants to request the use of TDR units to increase the number of hotel rooms on a site. A conversion factor of .486 DU per hotel room is included. To achieve the requested 96 hotel rooms, the applicant would need to acquire 20 TDR units (54 hotel rooms @ 70 rooms per acre plus 42 rooms @ .486 = 20.41 DU / rounded down to 20 DU). The developer has also submitted two concurrent applications to contract with the owners of 9350 Bay Harbor Terrace (proposed 9350 BH Townhomes) for three (3) TDR units @ \$70,000 each and 1060 92nd Street (Oceanus Condo) for two (2) TDR units @ \$72,750 each - a combined total of five (5) private TDR units. The applicant is aware that the Town Council has adopted the 50% rule by Resolution; however, the applicant has indicated that after numerous inquiries, no other private TDR units are currently available and is requesting that the Town Council to approve their request to purchase 15 TDR units from the Town-owned “pool”.

OPTIONS / ACTIONS

Review the contents of this staff report and, if the Town Council agrees to the request, favorably consider the applicant's offer to acquire fifteen (15) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request. In this instance the applicant will need to acquire the additional 15 TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$62,500) for a waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval. There is no current intensity limit for the maximum number of hotel rooms.

At the April 7th, 2014 Town Council meeting a Resolution was adopted setting a 50% “rule” (50% private TDRs first / 50% public TDR second) for TDR units assigned to projects. This was meant to reserve the few remaining Town-owned TDR units over a longer period of time, since there is a large number of privately owned TDR units. As previously stated, the applicant is aware that the Town Council has adopted the 50% rule Resolution; however, the applicant has indicated that after numerous inquiries, no other private TDR units are currently available and is requesting that the Town Council approve their request to purchase 15 TDR units from the Town-owned “pool”. The Town’s Resolution allows for variations to the rule based on special circumstances.

In the earlier years of the Town’s TDR program (2004-06+/-) about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront sites and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva).

Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to a perceived increase in development activity the Town requested the original appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since April 2011. **The current Town-owned TDR values set by Resolution in September 2015 are \$62,500 for waterfront sites and \$52,000 for non-waterfront sites.**

In the last 3 years+/- there have been several Town-owned TDR allocations approved by the Town Council. As of 09/16/15 our records note the Town has now sold 212 of the 330 available Town-owned TDR units (East Island multi-family area). Of the contracts to sell the TDR units, 134 TDR units are for waterfront sites and 78 are for non-waterfront sites. There have also been several “sales” of TDR units approved by the Town from private property owners. Our records reflect these private “sales” total 140 TDR units from private parties to date. Some have been approved by the Town but not closed as yet.

SUMMARY

On November 9th, 2015 a PUD Rezoning / Gateway Site Development Plan approval by the Town Council for 96 hotel rooms. The Town’s adopted Comprehensive Plan / Zoning Code would allow a maximum of 54 hotel rooms on this site based on the maximum allowable land use intensity of 70 rooms per acre (.77 acres X 70 rooms per acre = 53.9 or 54 rooms). To achieve the requested 96 hotel rooms, the applicant would need to acquire 20 TDR units (54 hotel rooms @ 70 rooms per acre plus 42 rooms @ .486 = 20.41 DU / rounded down to 20 DU). The developer has also submitted two concurrent applications to contract with the owners of 9350 Bay Harbor Terrace (proposed 9350 BH Townhomes) for three (3) TDR units @ \$70,000 each and 1060 92nd Street (Oceanus Condo) for two (2) TDR units @ 72,750 each - a combined total of five (5) private TDR units. The applicant is aware that the Town Council has adopted the 50% rule by Resolution; however, the applicant has indicated that no other private TDR units are currently available and is requesting that the Town Council approve their request to purchase 15 TDR units from the Town-owned “pool”.

**Bay Harbor Islands
Grand Beach Hotel – Public TDR Request
Staff Report
January 4th, 2016
Page 4**

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$62,500 per DU matches the current value for waterfront sites set by the Town Council. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire fifteen (15) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request current request. In this instance the applicant will need to acquire all or more of the additional 15 TDR units from private property owners. The Town's 50% rule would normally allow up to 10 TDR units from the publically owned "pool".

If the Town Council approves the request of allocating 15 TDR units at \$62,500 each, the total value would be \$937,500.

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward. TDR units cannot be "banked" by a party. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted. MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within a specified time period, the TDR units revert back to the Town-owned "pool".



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

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ 62,500
TDR UNITS REQUESTED 15 PROJECT TOTAL UNITS 96
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name <u>BAY Harbor HOTEL, LLC</u>		
Phone <u>(305) 799-0244</u>	e-mail <u>jsimmonds@muglobal.com</u>	Fax <u>(770) 818-5515</u>
Address <u>9418 COLLINS AVENUE</u>		
City and State <u>Surfside, FL</u>		Zip Code <u>33154</u>
Relationship to Property: <u>Owner of Receiver</u>		

RECEIVER SITE INFORMATION

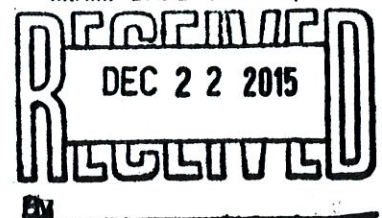
Owner's Name <u>BAY Harbor HOTEL, LLC</u>		
Phone <u>(305) 799-0244</u>	e-mail <u>jsimmonds@muglobal.com</u>	Fax <u>(770) 818-5515</u>
Address <u>9418 COLLINS AVENUE</u>		
City and State <u>Surfside, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>9601 EAST Bay Harbor Drive</u>		
Legal Description: <u>LOT(S) 35, 36, 37 BLOCK 4</u>		
Folio Number <u>13-2227-001-1100</u>	Current Zoning <u>RM1 - LOTS 35-36 GATEWAY - LOT 37</u>	
Property size <u>33,658 Sq Ft</u>	Purchase date _____	
Existing use of the property <u>Hotel & Restaurant</u>		
Describe Existing Structure on Property <u>N/A</u>		
Dwelling units to be received <u>15</u>		
Total Dwelling units including TDR <u>96 Hotel Rooms Requiring 20 TDR's</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 11/9/2015
If Not, then attach preliminary site plan.

TOWN OF BAY HARBOR ISLANDS
MIAMI-DADE COUNTY, FL



ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☒ No ☐

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

Name of Surveyor A R TOUSSAINT + ASSOCS INC- RECEIVER SITE		
Address 620 NE 126th ST, NORTH MIAMI, FL 33161		
Phone (305) 891-7340	e-mail ARTOUSSAINT+@GOL.COM	Fax (305) 893-0325

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

Attorney-in-fact

12.21.15

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: 9.10.18



Notary Public, State of Florida

Print Name: Stephanie Sinclair

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: _____

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: MB DEVELOPMENT, LLC
Date: 12/22/2015 Time: 9:39 AM
Receipt Number: MAIN / 92707
Clerk: ANA

9601 EAST BAY HARBOR DR

ITEM	REFERENCE	AMOUNT
MISC	TDR APP	500.00
Total:		500.00
Check	1306	500.00
Change:		0.00

MB DEVELOPMENT, LLC
GBH-BAY HARBOR
9418 COLLINS AVENUE
SURFSIDE, FL 33154

CITIBANK
401 ARTHUR GODFREY ROAD
MIAMI BEACH, FL 33140
63-8655
2660

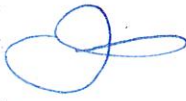
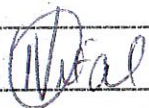
1306

DATE	AMOUNT
12-21-2015	\$*****500.00

Pay: *****Five hundred dollars and no cents
PAY:

TO THE
ORDER
OF:

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR, FL 33154

MP

MP

001306 266086554 9138998298

Bay Harbor Hotel, LLC

TDR Affidavit

This will confirm that Bay Harbor Hotel, LLC has used its best endeavors to purchase TDR's from private hands. Efforts started as far back as November 2014 and have continued to this day.

We have been successful in agreeing contracts to purchase 5 of the 20 TDR's required, although we have made formal offers to purchase 13 TDR's. Of those, 5 were agreed, 5 were sold to another party (whose offer was lower but was not subject to Site Plan Approval) and the sale of 3 was not approved by a sufficient majority of unit owners.

We are still pursuing the 3 TDR's requiring one more owner vote.

We were informed that 9120 West Bay Harbor Drive had between 1-3 TDR's available but despite many attempts to reach the holders of those TDR's, we have not received any confirmation that they still hold them. We were told that they have been transferred to one of the unit owners. I am not sure of the validity of this but have sent numerous messages to the person who apparently holds those TDR's via different methods but have no response. I have to assume they were sold to another party but continue to try to make contact.

Beyond this, we are aware that the p3 project would release a number of TDR's but the purchase has not closed yet. We are in close contact with the developer.

We have regularly contacted the Town to enquire if they are aware of any available TDR's and have pursued any that became available.

We have reviewed all projects that were given approval in the Town and contacted any that released TDR's. This has resulted in some success.

We have also reviewed the Town's records of any properties that hold excess TDR's and have visited those buildings and contacted the owners or Boards of any where there was a chance that the TDR's might be sold. This included one building where the property is held leasehold and we investigated the chance of bringing the leaseholder and the freeholder together to purchase the TDR's.

At this time, we do not see that any further TDR's are likely to come to the market via private hands. However, we are still using our best endeavors to purchase any that do. We are keen to commence with our construction to the point where we have sought permission to install our foundations ahead of our master building permit, unfortunately without success.

We hope that you will permit the transfer of 15 TDR's from the Town's holding in order to allow us to commence construction as soon as possible.

Attached is a selection of the memos, emails and offers documenting much of our efforts.

Faithfully,

Bay Harbor Hotel, LLC

A handwritten signature consisting of two overlapping loops, resembling a stylized 'S' or 'J'.

**Joel Simmonds
Attorney In Fact**

21st December, 2015

Bay Harbor Hotel, LLC

TDR Affidavit

This will confirm that Bay Harbor Hotel, LLC has used its best endeavors to purchase TDR's from private hands. Efforts started in November 2014 and have continued to this day. Since November 2014, we have sought to approach every building with available TDR's and have made offers at above the market price for any TDR's that are for sale. We have continued to monitor the situation for any changes.

We have been successful in agreeing contracts to purchase 5 of the 20 TDR's required for our project. We have made formal offers to purchase 13 TDR's. Of those, 5 were agreed, 5 were sold to another party, although our offer was higher and the sale of 3 was not approved by a sufficient majority of unit owners.

Below is a list of efforts made to find available TDR's;

1. Oceanus Condominium; 2 TDR's under contract;
2. 9350 Bay Harbor Terrace; 3 TDR's under contract. Initial offer made in July 2015 but contract was signed with another party. Through continued follow up efforts, contract finally agreed in November 2015;
3. Covenant Manor Condominium; 3 TDR's. Extensive efforts made to encourage Owners to sell through meetings and extensive correspondence. Formal offer made but only 2/3 majority voted for sale. One further vote required to provide 75% majority. Continued efforts being made to encourage sale;
4. 9210 West Bay Harbor Drive; 5 TDR's. Formal offer made but Owner decided to accept an offer from another party which was more short term, despite Bay Harbor Hotel offering more money and a non refundable deposit;
5. 9120 West Bay Harbor Drive; 2-3 TDR's. Have been in touch with Board since November 2014. Original contact point passed us to a second Board Member. Multiple attempts made to purchase these TDR's. Initial contact claims TDR's have now been transferred to the second Board Member. Despite regular and repeated efforts to contact second Board Member, no response. We will continue to make efforts but conclusion is that he does not want to sell or TDR's have been sold;
6. Undisclosed address; worked with Co-op Board Members and Fee Owner to establish possibility of purchasing TDR's but due to leasehold structure, it was not possible;
7. Bay Harbor Continental; this project would release approximately 13 TDR's. We are in very close contact with the developer, p3, who has not yet been able to close on the purchase due to a legal challenge;
8. Regular contact with the Town, via our attorney and direct, to establish if they are aware of any available TDR's for sale;

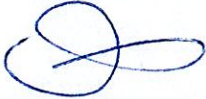
9. Continual monitoring of projects seeking approval in the Town and contact made with all projects where TDR's would be made available upon development;
10. Search of Town records of buildings with available TDR's. Each building was visited to make contact with the owners or Boards.

At this time, we are not aware of any further TDR's are likely to come to the market via private hands. However, we are still using our best endeavors to purchase any that do. We are keen to commence with our construction as soon as possible and are, therefore, requesting the transfer of 15 TDR's from the Town's holding. We hope you will give this request serious consideration.

Attached is a selection of the memos, emails and offers documenting much of our effort.

Faithfully,

Bay Harbor Hotel, LLC

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal stroke.

**Joel Simmonds
Attorney In Fact**

21st December, 2015

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 11 November 2014

Spoke to Harvey Richman;
Harvey Richman
305-542-4700
richpropinc@aol.com

He represents 9120 West Bay Harbor Drive. He had previously told me that they had 1 TDR that they would be looking to sell. At that time, he told me that his fellow Board Member, Marc Bryn, an attorney was away and they would contact me upon his return.

It transpires they may have 4 TDR's but are waiting for an apartment sale to close in the building before they enter into discussions. He did say that they would certainly contact me upon the closing.

Previously I have spoken to Guarav Butani;
305 424 1661
646 515 5101 (Cell)
gbutani@p3investments.com

He represents the developer of the Pininfarina scheme on Bay Harbor Drive. They are looking to build 28 units but have the right to build 41, leaving a potential 13 TDR's. They may look to increase the building height, in which case they may need more but will know if this has a chance of success by March 2015.

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 15 February 2015

1. Spoke to Harvey Richman;
Harvey Richman
305-542-4700/305 945 5222 (office)
richpropinc@aol.com

See prior file note.

He confirms they have at least 3 TDR's. He has folios. Just obtaining folio for 4th TDR. He is working with fellow owner Mark Brynn on this. They have been contracted by several developers. He will pass my details to Mark Brynn.

2. Guarav Butani;
305 424 1661
646 515 5101 (Cell)
gbutani@p3investments.com

He is likely to be going to P&Z in March and will have exact number of spare TDR's at that time. He thinks it is likely to be around 14. He will call me nearer the time to meet to show me the plans.

3. Alina Avkian
alina@bricko.net

9201 WBH, LLC
Manager:
Aldolfo Avakian
Bernardo Miguez

2645 NE 207th Street
Aventura, FL 33180
Phone: 305-692-2232
Alina Avakian: Alina@bricko.net

Represents Bay Harbor Townhouses. Have emailed Alina on two occasions. She says she will contact the developer to see if they will sell TDR's

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 9 March 2015

Received a message via Marlene Mariante on Feb 24th that 1060 92nd St may be looking to sell 2 TDR's. Megan left a message for Grace Cruz ((305) 342-3952) who is the condo president on Feb 25th. I followed up and left another message of Mar 9th, 2015.

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 5 May 2015

1060 92nd St left several messages for Grace Cruz (305) 342-3952) who is the condo president on Feb 25th. She apparently had 2 TDR's but she has not returned my call. Asked Megan to try as well.

Followed up with Gurav Butani. His property has been scheduled for historic designation. He is still willing to sell us TDR's but cannot do so until this is resolved.

Called Jaime Shapiro; his client may have TDR's available following our meeting at the Town Hall but he has not returned call. Called 5/5 and left detailed message with his office.

Left message for Harvey Richman. His condo may have 4 TDR's for sale. He left a message back and asked to call his fellow Board Member Marc Bryn on 305 374 0501. Left a message for Marc 5/5

Emailed Akerman to see if they know of any knew TDR's coming available.

Emailed Town to ask same.

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 4 June 2015

Spoke to Grace Cruz ((305) 342-3952) who is the condo president of Oceana. They have 2 TDR's. They want to auction them within the next 10 days to 2 weeks. She says they are expecting approx. \$55k each.

I explained our situation and that we are a long term player in Bay Harbor and not a greedy developer.

I said I would speak to JGM and get back to her.

Also spoke to Marc Bryn who has at least 1 TDR (see previous file note). He is out of town until next week and asked me to call back on June 9th/10th to arrange to meet.

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 12th July 2015

Left message for Mark Bryn to call me.

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 11 November 2015

Left a message again for Marc Bryn (305 374 0501).

JS

File Note

Subject: Bay Harbor TDR's

Author: Joel Simmonds

Date: 7 December, 2015

Called Harvey Richman (305 542 4700) to see what happened to their TDR's since Marc Bryn has not returned my numerous messages. Harvey told me that his building had given the TDR's to Marc Bryn for work he had paid for at the building.

Left a message again for Marc Bryn (305 374 0501).

Also emailed Marlene to see if she is aware of these TDR's being transferred to a third party & if she happens to know of any others in the market.

JS

File Note

Subject: Bay Harbor TDR's; Covenant Manor

Author: Joel Simmonds

Date: 18 December, 2015

Met Covenant Manor Board on evening of November 2nd, 2015 and explained our interest in their TDR's as well as our project. Submitted an offer. Board attempted to obtain a majority vote (5 out 6 required). 4 voted for. Still trying to find a way to encourage one more owner to vote in favour.

JS

4/75 pages.



From: Joel Simmonds jsimmonds@mwglobal.com
Subject: Re: TDR's
Date: December 18, 2015 at 6:39 PM
To: Marisa Ramaglia ramagliam@aol.com

Hi Marisa,

I thought I would check in to see if you have managed to make any progress?

Regards,

Joel

On Dec 8, 2015, at 1:42 PM, Marisa Ramaglia <ramagliam@aol.com> wrote:

Hi Joel,

This week has been a busy one as my husband is exhibiting during this week of Art Basel.

I am glad you are still interested in our TDRs as we are trying two different ways of making this possible otherwise we will end up paying a high assessment for the repairs to make.

We will advise.

Regards,

Marisa

Sent from my iPhone

On Dec 2, 2015, at 5:18 PM, Simmonds, Joel <jsimmonds@mwglobal.com> wrote:

Marisa,

Thank you for your email. Obviously this is very disappointing but I realize you are as disappointed as I am. Thank you for trying to make this happen and there is no need for you to apologize.

I am not sure that I have any clever ideas but I assume you checked on the percentages required and it was 75% rather than what I had assumed which was 65-69%. Otherwise the only possibility I can think of is if you can persuade one of the no votes to change their mind. Perhaps are going to be needed very soon and you present some numbers on likely cost, if you have not, that might focus everyone's minds a bit more.

Let me know if there is anything I can do. At present, I remain interested in your TDRs. It looks like there may be a number that will be available in January that would satisfy our needs. With the sales of condos slowing down, there may be less demand in the New Year. That might also persuade the no votes.

Regards,

Joel

On Dec 2, 2015, at 8:46 AM, Covenant Manor Condominium Inc <covenantmanorcondo@gmail.com> wrote:

Dear Joel,

We apologize for not getting back to you before. We were on vacation and we came back yesterday.

Last Tuesday, we had a meeting with all the owners. Unfortunately, only four of the six owners agreed to sell the TDRs. The two problematic owners decided to vote against. The four of us do majority and we would have needed one more owner for a total of 5 to be majority.

We really do not understand these owners as they were the ones who insisted in selling the TDRs before. But as we mentioned to you earlier, it is only to make things more difficult.

We do not foresee a solution and if you know that there is another way to go around it, please let us know.

We feel extremely disappointed to miss an opportunity like this one because we know it was the perfect chance and a very good offer to complete all the works and repairs that our building is. We will keep in touch and we appreciate all your time and help in the past weeks.

I personally apologize for this outcome. Marisa

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 West Bay Harbor Drive
Bay Harbor Islands, Florida 33154

From: Simmonds, Joel [mailto:jsimmonds@mwglobal.com]

Sent: Friday, November 20, 2015 8:13 AM

To: Covenant Manor Condominium Inc <covenantmanorcondo@gmail.com>

Cc: Nathalie Czartoryski <sandeeft@gmail.com>; pablosoria@aol.com; Marisa Ramaglia <ramagliam@aol.com>

Subject: Re: TDR's

Marisa,

You can take this email as confirmation that the deadline is extended until November 27th. I assume that gives you enough time but please let me know.

As a matter of interest, did you establish what is required at your end for the transfer to proceed?

I look forward to hearing from you but please let me know if you need anything else from me.

Regards,

Joel

On Nov 19, 2015, at 11:00 PM, Covenant Manor Condominium Inc <covenantmanorcondo@gmail.com> wrote:

Dear Joel,

Next week we will have an official owner's meeting to vote for the selling of our TDRs. Therefore, if you would kindly extend our deadline that would be greatly appreciated.

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 West Bay Harbor Drive
Bay Harbor Islands, Florida 33154

From: Simmonds, Joel [mailto:jsimmonds@mwglobal.com]

Sent: Wednesday, November 18, 2015 12:44 PM

To: Marisa Ramaglia <ramagliam@aol.com>

Cc: Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com>; Nathalie Czartoryski <sandeeft@gmail.com>; pablosoria@aol.com

Subject: Re: TDR's

Sorry. I was tied up. I am available on my cell: 305 799 0244. You can call me or I can call you if you give me the best number.

Joel

Sent from my iPhone

On Nov 18, 2015, at 12:03 PM, Marisa Ramaglia <ramagliam@aol.com> wrote:

Hi Joel,

Can I give you a quick call.

Marisa

Sent from my iPhone

On Nov 18, 2015, at 10:25 AM, Simmonds, Joel <JSimmonds@mvglobal.com> wrote:

It would be a majority vote. Once the Council has approved a project, which needs TDR's, they then immediately vote on the use of TDR's for that project. Both of those votes were approved by a majority at the last meeting. Now we are at this point, I don't see it as anything other than a formality that we have to go back to the Council. It is more a verifying that the Transferor has the TDR's rather than approving the principle of the transfer. If the Transferor has the TDR's and all other conditions are met, which will be during the application process, mainly by preparing the survey, then there should be no question that a transfer would be approved. That is my understanding of the situation.

Regards,

Joel

On Nov 17, 2015, at 3:46 PM, Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com> wrote:

Joel,

Thank you very much for your prompt response.

The association will have the contract reviewed by a lawyer who is proficient in TDRs. In the case of this owner, who is a troublemaker, we will provide a blank copy of the contract to avoid any problems. We will just erase the names, addresses and signatures. We would not provide them with your phone number and we will decide later if it is worth it to ask you to come and talk in a meeting to all of the owners.

Based on your experience, does the approval to sell the TDRs have to be an unanimous decision of all the owners or is the majority vote sufficient in order to proceed with the finalization of the contract?

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Tue, Nov 17, 2015 at 8:27 AM, Simmonds, Joel <JSimmonds@mvglobal.com> wrote:

I am pleased to hear that you have made some good progress. Thank you for checking on the confidentiality. If this is solely for coming to a decision on whether to support the sale or not, then I don't see any breach of confidentiality. I am happy to discuss the contract with this person if it might help. The intention is very clear; we are looking to take a transfer of the TDR's you have for the price agreed subject only to the Town approving the transfer, which should be a formality at this stage. The Town needs to approve this at a Council Meeting, the next of which takes place in January. We would like to take the transfer at that time.

The only caution I would give is that whoever reviews this should have some experience in the transfer of TDR's. If the person does not, I am also happy for her attorney to discuss this with our attorney.

Regards,

Joel

On Nov 17, 2015, at 6:48 AM, Covenant Manor Condominium Inc <covenantmanorcondo@gmail.com> wrote:

Hi Joel,

Last night we met with the owners and the majority is in favor of selling the TDRs to your company.

One of the owners has not come up with a decision yet because she wants to have the contract reviewed by her personal counselor, not the association's.

Is this possible and it would not breach the confidentiality clause (item 7 in the Addendum #1)?

Please advise.

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 West Bay Harbor Drive
Bay Harbor Islands, Florida 33154

From: Simmonds, Joel [mailto:JSimmonds@mvglobal.com]
Sent: Monday, November 16, 2015 1:10 PM
To: Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com>
Cc: Marisa Ramaglia <ramagliam@aol.com>; Nathalie Czartoryski <sandeefest@gmail.com>; pablosoria@aol.com
Subject: Re: TDR's

Thanks. Let me know.

Joel

Sent from my iPhone

On Nov 16, 2015, at 12:52 PM, Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com> wrote:

Hi Joel

We are trying to get together with all the owners in the next two days. We might need some additional days but I will let you know.

Thanks in advance.

Marisa

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Mon, Nov 16, 2015 at 12:27 PM, Simmonds, Joel <JSimmonds@mwglobal.com> wrote:

Sorry for the delay. I put Nov 20th on the contract. If you need a bit longer in order to arrange for everyone to meet, let me know but clearly I would like to know as soon as possible so I can plan accordingly.

Regards,

Joel

On Nov 13, 2015, at 8:41 AM, Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com> wrote:

Joel,

Thank you very much. We will review it and advise.

Of course, we will have to meet with all owners and discuss it, ASAP.

Is there a deadline to answer you back? I have not read it completely yet but I noticed a date in one of the first pages.

Please let me know and again thank you very much.

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Thu, Nov 12, 2015 at 8:13 PM, Simmonds, Joel <JSimmonds@mwglobal.com> wrote:

Dear Marisa,

Apologies for the delay! Attached is our offer for the 3 TDR's at Covenant Manor Condominium.

We have worked on this contract with another seller and we believe it is applicable to the matter at hand. However, let me know if you have any comments.

Please also note, as discussed, that this is a full offer compared to the prices that are being paid generally. We had offered a similar level to another seller but that was when we did not have our approval. Now we have it, the approval by the Town of the transfer is merely a formality. Before, it was dependent on our approval. However, I am happy to extend the same offer to your Condominium in the interests of agreeing the transaction.

I noticed that I did not date the signature page but as I am not now in my office and will not be there much of tomorrow I am sending it as is for now. I will send it again, dated, as soon as I can but in the meantime, I confirm that the date of November 12th, 2015 should have been inserted at line 338.

I look forward to hearing from you but don't hesitate to contact me if you have any questions.

We are ready to go on this and hope you will agree to sell to us.

Regards,

Joel

On Nov 10, 2015, at 10:48 AM, Covenant Manor Condominium Inc. <covenantmanorcondo@gmail.com> wrote:

Wonderful, those are great news.
I loved the hotel project.

We will wait for your contract to discuss it with the other owners.

Regards,

Marisa

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Tue, Nov 10, 2015 at 10:39 AM, Simmonds, Joel <JSimmonds@mwglobal.com> wrote:

Marisa,

Just to let you know, we were approved last night at the Council Hearing, so I can make our offer pretty much subject only to transfer approval by the Town, rather than their approval of our project as well. This is good news because it gives us certainty. The Town's approval should be a formality at this stage.

I will get the contract to you as soon as I can once I have amended it to remove the Site Plan approval condition.

Regards,

Joel

On Nov 6, 2015, at 6:03 PM, Marisa Ramaglia <ramagliam@aol.com> wrote:

wonderful, Joel.
Thank you for letting us know.

Have a great weekend and do not hesitate to contact me if you need to.

Regards,

Marisa Ramaglia

Sent from my iPhone

On Nov 6, 2015, at 6:00 PM, Simmonds, Joel <JSimmonds@mwglobal.com> wrote:

Marisa,

I just received the draft contract from my attorney which I will review. Apologies for the delay, it took longer to draft that I had hoped but I wanted to just let you know I am working on it.

Regards,

Joel

On Nov 3, 2015, at 8:34 AM, Covenant Manor Condominium Inc.
<covenantmanorcondo@gmail.com> wrote:

Thank you very much for coming and meet with us.

We look forward to receive your offer.

Regards,

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Tue, Nov 3, 2015 at 8:10 AM, Simmonds, Joel
<JSimmonds@mwglobal.com> wrote:

It was very nice to meet all of you last night. I will prepare and submit an offer for your consideration.

Regards,

Joel

On Nov 2, 2015, at 4:12 PM, Covenant Manor Condominium Inc.
<covenantmanorcondo@gmail.com> wrote:

Thank you.

Marisa

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Mon, Nov 2, 2015 at 3:20 PM, Simmonds, Joel
<JSimmonds@mwglobal.com> wrote:

Confirmed. If you need me, my cell is 305.792.0244.

Regards,

Joel

On Nov 2, 2015, at 2:46 PM, Covenant Manor
Condominium Inc.
<covenantmanorcondo@gmail.com> wrote:

Hi Joel,

I would like to confirm tonight's meeting
@ 7:45 PM

9871 W. Bay Harbor Dr #2A
Bay Harbor Islands, FL 33154

Marisa Cell: 305-326-5701

Regards,

Marisa Ramaglia

Board of Directors
Covenant Manor Condominium, Inc.
9871 - 9881 W. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

On Wed, Oct 28, 2015 at 1:59 PM,
Simmonds, Joel
<JSimmonds@mwglobal.com> wrote:

1* 1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
2* agrees to buy and Covenant Manor Condominium, Inc. ("Seller")
3* agrees to sell the property as: Street Address: 9871-9881 W. Bay Harbor Drive, Bay Harbor Islands, FL 33154
4*
5* Legal Description: _____
6* _____
7* and the following Personal Property: NONE
8* _____
9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 217,500.00
11* (a) Deposit held in escrow by Gray Robinson, P.A. \$ 40,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)
13* Escrow Agent's address: 333 S.E. 2nd Ave., Suite 3200, Miami, FL 33131 Phone: 305-418-8880
14* (b) Additional deposit to be made to Escrow Agent within ____ days after Effective Date \$ _____
15* (c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date \$ _____
16* (d) Total financing (see Paragraph 5) \$ _____
17* (e) Other _____ \$ _____
18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 177,500.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before November 20, 2015, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (P) () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

COVENANT MANOR CONDOMINIUM,
INC., a Florida not for profit corporation

By: _____
Name: Pablo Soria
Title: President

Executed: November _____, 2015

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By:  _____
Name: Joel Simmonds
Title: Authorized Signatory

Executed: November 12th, 2015

1* 1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
2* agrees to buy and Equity Miami LLC ("Seller")
3* agrees to sell the property as: Street Address: Three (3) Transferable Development Rights of the property at
4* 9350 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 ("TDR")
5* Legal Description: Lot 1 Block 18, of Bay Harbor Island, according to the Plat thereof, recorded in Plat Book 46,
6* Page 5, of the Public Records of Miami-Dade County, Florida.
7* and the following Personal Property: NONE

8* _____
9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 210
185,000.00
11* (a) Deposit held in escrow by Gray Robinson, P.A. \$ 30,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)
13* Escrow Agent's address: 333 S.E. 2nd Ave., Suite 3200, Miami, FL 33131 Phone: 305-416-6880
14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
16* (d) Total financing (see Paragraph 5) \$ _____
17* (e) Other _____ \$ _____
18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 180
20 check(s) or wire transfer. 185,000.00

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before November 20, 2015, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (S) () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

EQUITY MIAMI, LLC
a Florida limited liability company

By: _____
Name: Maria F. Harada
Title: Manager

NOVEMBER

Executed: ~~July~~ _____, 2015

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By:  _____
Name: Joel Simmonds
Title: Authorized Signatory

NOVEMBER

Executed: ~~July~~ 12th, 2015

1060 92nd St.
Ocean

1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
agrees to buy and See attached signature pages ("Seller")
agrees to sell the property as: Street Address: 1060 92nd Street, Bay Harbor Islands, FL 33154
Two (2) Transferable Development Rights of the property at 1060 92nd Street, Bay Harbor Islands, FL 33154 ("TDR")
Legal Description: _____
and the following Personal Property: NONE

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 145,500 ~~140,000.00~~ CS
(a) Deposit held in escrow by Gray Robinson, P.A. \$ 40,000.00
("Escrow Agent") (checks are subject to actual and final collection)
Escrow Agent's address: 333 S.E. 2nd Ave., Suite 3200, Miami, FL 33131 Phone: 305-416-6880
(b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
(c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
(d) Total financing (see Paragraph 5) \$ _____
(e) Other on date of BHI Approval (as defined below) \$ 40,000.00
(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ 65,500 ~~60,000.00~~ CS

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before July 15, 2015, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

- (a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

- Buyer CS and Seller CS acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

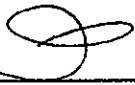
IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

SEE ATTACHED SIGNATURE PAGES

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By: 
Name: Joel Simmonds
Title: Authorized Signatory

Executed: July 17th, 2015

1* 1. PARTIES AND PROPERTY: Bay Harbor Hotel, LLC ("Buyer")
2* agrees to buy and 9201 WBH LLC, a Florida limited liability company ("Seller")
3* agrees to sell the property as: Street Address: 9201 West Bay Harbor Drive, Bay Harbor Islands, FL 33154
4* Five (5) Transferable Development Rights of the property at 9201 West Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("TDR")
5* Legal Description: Lot 7, Block 17, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at
6* Page 5, of the Public Records of Miami-Dade County, Florida.
7* and the following Personal Property: NONE
8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 312,500.00
11* (a) Deposit held in escrow by Gray Robinson, P.A. \$ 75,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)
13* Escrow Agent's address: 333 S.E. 2nd Ave., Suite 3200, Miami, FL 33131 Phone: 305-416-6880
14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____
16* (d) Total financing (see Paragraph 5) \$ _____
17* (e) Other on date of of BHI Approval (as defined below) \$ _____
18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 237,500.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before June 29, 2015, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Number One to be executed as of the day and year set forth below.

SELLER:

9201 WBH LLC
a Florida limited liability company

By: _____
Name: _____
Title: _____

Executed: June ____, 2015

BUYER:

BAY HARBOR HOTEL, LLC,
a Florida limited liability company

By:  _____
Name: Joel Simmonds
Title: Authorized Signatory

Executed: June 25th, 2015

AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the _____ day of _____, 20____ (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and Bay Harbor Hotel, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase 15 transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Grand Beach Hotel, BH to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 986 (the "Resolution"). Council by Ordinance

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

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

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

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

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, 15 TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$ 62,500, per TDR -- for a total purchase price of \$ 937,500 (the



Buyer

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

(b) Buyer shall deliver to Sherman & Sherman, P.A. (the “Escrow Agent”), within three (3) business days after the Effective Date, a “Deposit” in the amount equal to 40% of the Purchase Price to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

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

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

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

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

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

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

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



Buyer

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

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

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

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

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

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

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

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

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

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

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

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

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business days of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees upon execution of the Addendum to: a) pay the Town 5% of the Purchase Price each month until the Closing as a Closing Date Extension Fee; and b) pay the balance of the Purchase Price into escrow. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or before the expiration of the Closing Date Extension (if applicable), Buyer



Buyer

Town

shall be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Buyer and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within fourteen (14) days of the date of the notice of such default.

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

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

Notices to Buyer shall be sent to MB Development, LLC Attn:
Joel Simmonds Phone No. 305-799-0244, email address
jsimmonds@mwglobal.com together with a copy to email
address: jsimmonds@mwglobal.com.



Buyer

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

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

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

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

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

15. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out



Buyer

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

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

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

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

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



Buyer

Town

(f) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. This Section shall survive Closing.

(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

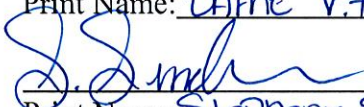
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

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

Signed, sealed and delivered
in the present of:

BUYER: BAY HARBOR HOTEL, LLC



Print Name: DAFNE V. TAI


Print Name: Stephanie Sinclair

By:  - ATTORNEY IN FACT

Sign Name
JOEL SIMMONDS

Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

The Legal Description of the Property

LOTS 35, 36, & 37, BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN THE PLAT BOOK 46, PAGE 5, OF THE PUBLIC
RECORDS OF MIAMI - DADE, FLORIDA.

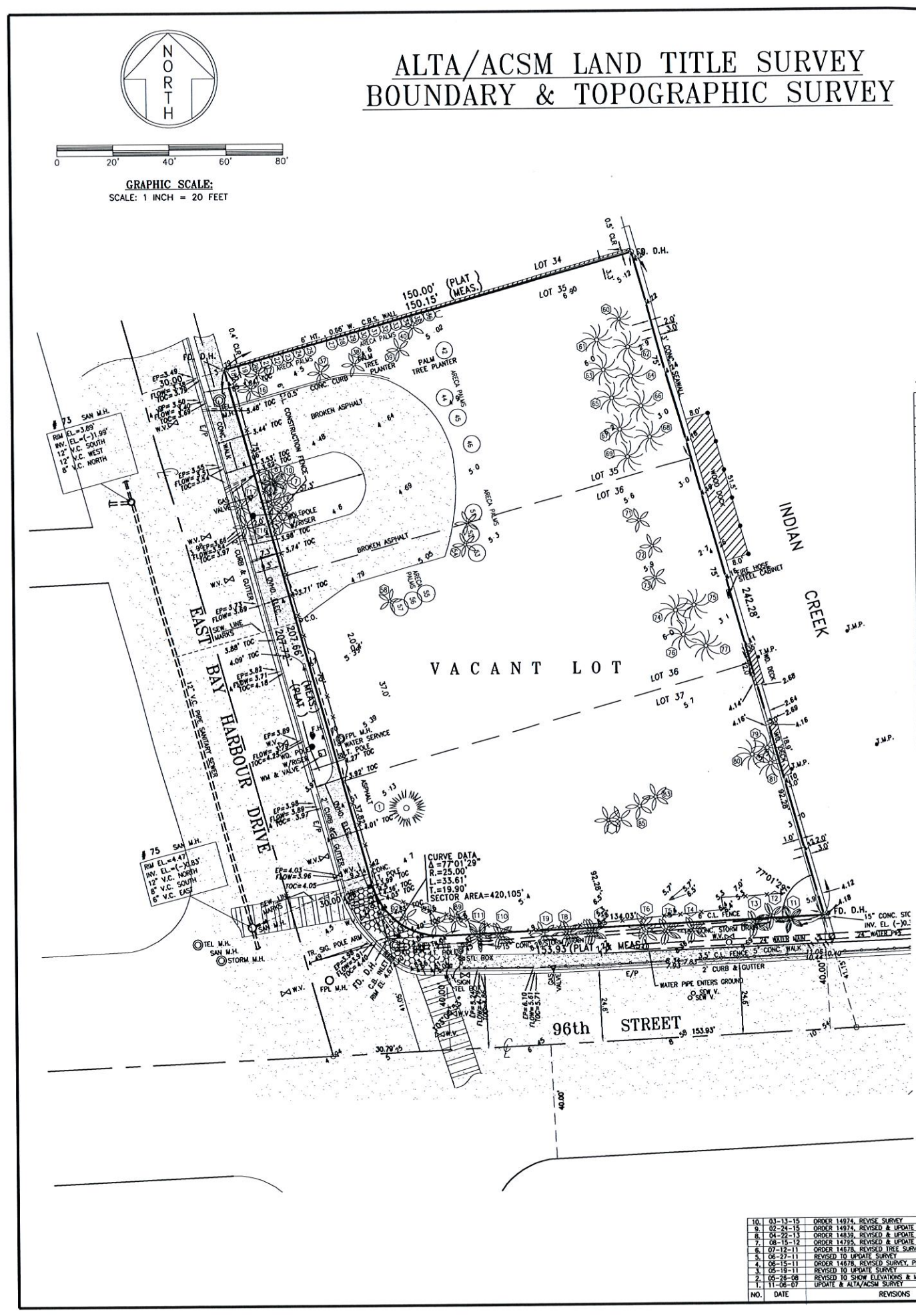


Buyer

Town

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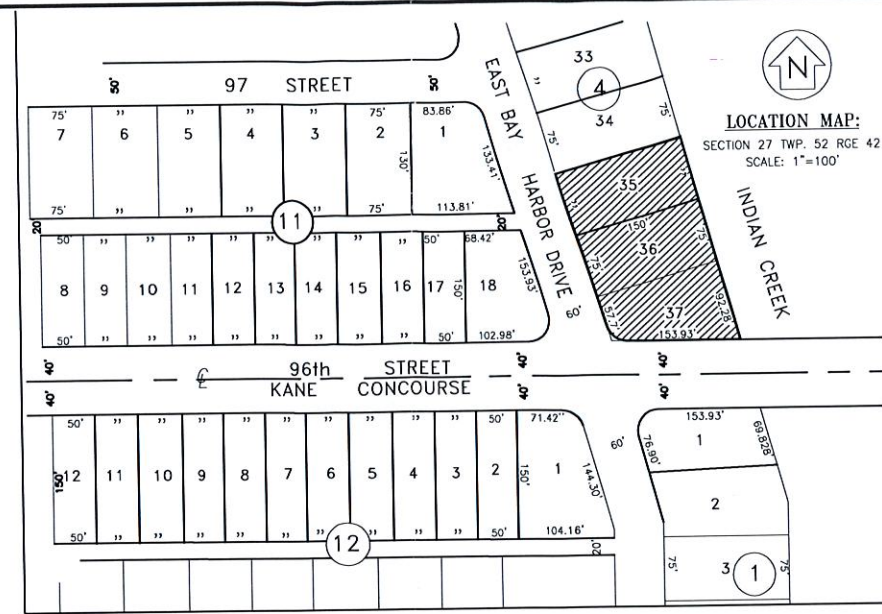
ALTA/ACSM LAND TITLE SURVEY BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND:

- ASPH = ASPHALT
- BFP = BACKFLOW PREVENTER
- BLDG = BUILDING
- C.B. = CATCH BASIN
- C.L. = CENTERLINE
- C.O. = CLEAN OUT
- C.L. = CHAIN LINK (FENCE)
- CLR = CLEAR (WALL)
- CONC = CONCRETE
- D.H. = DRILL HOLE
- DIP = DUCTILE IRON PIPE
- ELEC. = ELECTRIC
- E/P = EDGE PAVEMENT
- FD = FLOOD
- HC = HANDICAP PARKING SPACE
- INV EL = INVERT ELEVATION
- IP = IRON PIPE
- LB = LAND SURVEYOR BUSINESS
- MEAS = MEASURE
- MH = MANHOLE
- N&D = NAIL & DISK
- OVHD = OVERHEAD
- P/L = PROPERTY LINE
- RLS = REGISTERED LAND SURVEYOR No.
- SAN. = SANITARY
- TOC = TOE OF CURVE
- T.M.P. = TIMBER MOORING PILE
- TR. SIG. = TRAFFIC SIGNAL (POLE)
- V.C. = VITRIFIED CLAY (PIPE)
- WM = WATER METER

INDICATES TREE REMOVED DURING DEMOLITION

TREE SURVEY - WITHIN PROPERTY LINES									
No.	BOTANICAL NAME	COMMON NAME	IN CLUSTER	DBH	GAH	SPREAD	CONDITION		
1	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	24	12	13	GOOD			
2	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	FAIR			
3	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	12	35	20	FAIR			
4	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	12	25	20	FAIR			
5	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	12	60	25	FAIR			
6	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	12	40	20	FAIR			
7	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	12	55	20	FAIR			
8	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	24	25	18	GOOD			
9	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	4	25	6	GOOD			
10	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	4	12	18	GOOD			
11	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
12	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
13	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
14	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
15	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
16	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
17	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
18	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
19	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
20	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
21	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
22	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
23	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
24	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
25	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
26	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
27	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
28	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
29	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
30	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
31	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
32	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
33	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
34	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
35	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
36	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
37	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
38	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
39	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
40	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
41	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
42	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
43	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
44	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
45	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
46	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
47	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
48	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
49	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
50	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
51	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
52	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
53	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
54	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
55	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
56	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
57	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
58	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
59	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
60	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
61	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
62	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
63	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
64	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
65	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
66	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
67	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
68	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
69	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
70	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
71	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
72	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
73	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
74	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
75	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
76	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
77	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
78	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
79	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
80	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
81	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
82	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
83	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
84	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
85	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
86	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
87	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
88	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
89	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
90	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
91	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			
92	WASHINGTONIA FILIFERA	MEXICAN FAN PALM	10	12	18	GOOD			



CERTIFIED TO:
BAY HARBOR HOTEL, LLC
THE CHURCH BY THE SEA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE

ORDER NO. 9015: REVISED THIS 27th DAY OF JANUARY, 1988 TO SHOW FIRST FLOOR ELEVATIONS.
NATIONAL FLOOD INSURANCE PROGRAM DATA:
THIS PROPERTY LIES IN ZONE "AE".
HAVING A BASE FLOOD ELEVATION OF 9.0' FOR WEST PORTION AND 10.0' FOR EAST PORTION OF PROPERTY.
SOURCE: "FIRM" (FLOOD INSURANCE RATE MAP)
COMMUNITY NO. 120637
PANEL NO. 0144 L
MAP DATED: SEPT. 11, 2009

EXISTING FIRST FLOOR ELEVATIONS:

- BUILDING 1 ELEVATION 5.86'
- BUILDING 2 ELEVATION 6.75'
- BUILDING 3 ELEVATION 6.80'
- BUILDING 4 ELEVATION 6.88'

LEGAL DESCRIPTION:

SURVEY OF LOTS 35, 36 AND 37, OF BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: LYING AND BEING IN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.

CONTAINING 33,672.61 SQUARE FEET OR 0.7730 ACRES

SURVEYOR'S NOTES:

- (1) ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
- (2) SOURCE BENCHMARK IS USC & GS, BM. 9-243, LOC. NO. 2225, BRASS DISK IN SIDEWALK, AT THE SW CORNER OF BRIDGE OVER INDIAN CREEK ON 96th STREET. ELEVATION 11.77 FEET.

SURVEYOR'S CERTIFICATION:

WE HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION AND THAT THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, UNDER CHAPTER RULE 5-J 17 FLORIDA ADMINISTRATIVE CODE, CHAPTER 472.027 FLORIDA STATUTES. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE REGISTERED LAND SURVEYOR SHOWN HEREON.

A.R. TOUSSAINT & ASSOCIATES, INC.

BY: _____ PRES.
ALBERT R. TOUSSAINT
REGISTERED ENGINEER NO. 8939
REGISTERED SURVEYOR AND MAPPER NO. 907
STATE OF FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION LB-273

TREE SURVEY - ON SIDEWALK									
No.	BOTANICAL NAME	COMMON NAME	IN CLUSTER	DBH	GAH	SPREAD	CONDITION		
11	VELICHA MERRILLI	CHRISTMAS PALM	3	6"	20'	10'	FAIR		
12	VELICHA MERRILLI	CHRISTMAS PALM	2	6"	25'	7'	FAIR		
13	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
14	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
15	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
16	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
17	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
18	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
19	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
110	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
111	VELICHA MERRILLI	CHRISTMAS PALM	3	8"	40'	10'	FAIR		
112	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
113	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
114	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
115	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
116	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		
117	VELICHA MERRILLI	CHRISTMAS PALM	2	8"	40'	10'	FAIR		

NO.	DATE	REVISIONS	BY	CHKD
10	03-13-15	ORDER 14974, REVISE SURVEY	WT	AT
9	02-24-15	ORDER 14974, REVISED & UPDATE SURVEY	WT	AT
8	04-14-15	ORDER 14974, REVISED & UPDATE SURVEY	WT	AT
7	08-15-12	ORDER 14795, REVISED & UPDATE SURVEY	WT	AT
6	07-12-11	ORDER 14678, REVISED TREE SURVEY & CHART, PHASE 2	WT	AT
5	06-15-11	REVISED TO UPDATE SURVEY	WT	AT
4	06-15-11	ORDER 14678, REVISED SURVEY, PHASE 1	WT	AT
3	05-19-08	REVISED TO UPDATE SURVEY	WT	AT
2	05-19-08	REVISED TO SHOW ELEVATIONS & MOORING PILES	WT	AT
1	11-08-07	UPDATE & ALTA/ACSM SURVEY	WT	AT

A. R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
620 N.E. 126 ST. NORTH MIAMI, FLORIDA 33161
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB-273

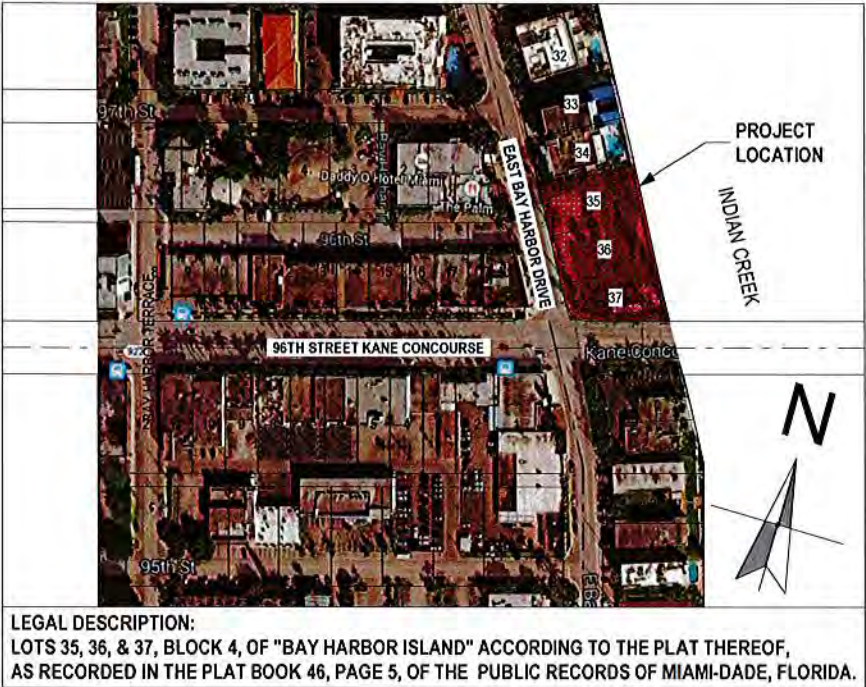
ADDRESS: 9601 EAST HARBOR DRIVE
LOTS 35, 36, & 37, BLOCK 4
BAY HARBOR ISLAND
PLATBOOK 46 PAGE 5
SECTION 27, TWP. 52 S, RGE. 42 E
MIAMI-DADE, FLORIDA

FB:	PGS.	CADD FILE NO.
533	8-13	14974
336	60-69	
DATE:	DRAWING NO'S:	
NOVEMBER, 2007	14795, 14839	
DRAWN BY:	CHECKED BY:	SHEET
WT	AT	1

V-001
SURVEY
DATE 12/20/15

GRAND BEACH HOTEL BAY HARBOR

9601 East Bay Harbor Drive
Bay Harbor Islands, Florida 33154



DEVELOPER
MB DEVELOPMENT, LLC
9418 Collins Avenue
Surfside, FL 33154

STRUCTURAL ENGINEER
DE LOS REYES ENGINEERING, INC.
8726 N.W. 26th St., Suites 1 & 2
Miami, FL 33172
(305) 477-8814

MEP ENGINEER
RJ MIRANDA CONSULTANTS, INC
8211 S.W 11 Terrace
Miami, FL 33156
(305) 661-0800

CIVIL ENGINEER
ROSS ENGINEERING, INC.
17670 N.W. 78th Ave.,
Hialeah, FL 33015
(786) 468-8304

ARCHITECTURE
CARINO & CO.
1500 Bay Road Suite 618
Miami Beach, FL 33139
(786) 218-2188

LANDSCAPE ARCHITECT
SECTION-L
3821 El Prado Blvd,
Miami, FL 33133
(305) 400-8525

TRAFFIC ENGINEER
DAVID PLUMMER & ASSOCIATES
1750 Ponce De Leon Blvd.,
Coral Gables, FL 33134
(305) 447-0900

SEAWALL ENGINEER
OCEAN CONSULTING, INC.
340 Minorca Ave., Suite 7
Coral Gables, FL 33134
(305) 921-9344

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	AERIAL RENDERING

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1 OVERALL SITE PLAN
NOT TO SCALE

DEVELOPMENT
9418 Collins Ave.
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:
CARINO & CO.
ARCHITECTS & PLANNERS
1001 N. VENET
SUITE 100
MIAMI, FL 33136
TEL: 305.371.1111
FAX: 305.371.1112
www.carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

OVERALL SITE PLAN

No. REVISION DATE

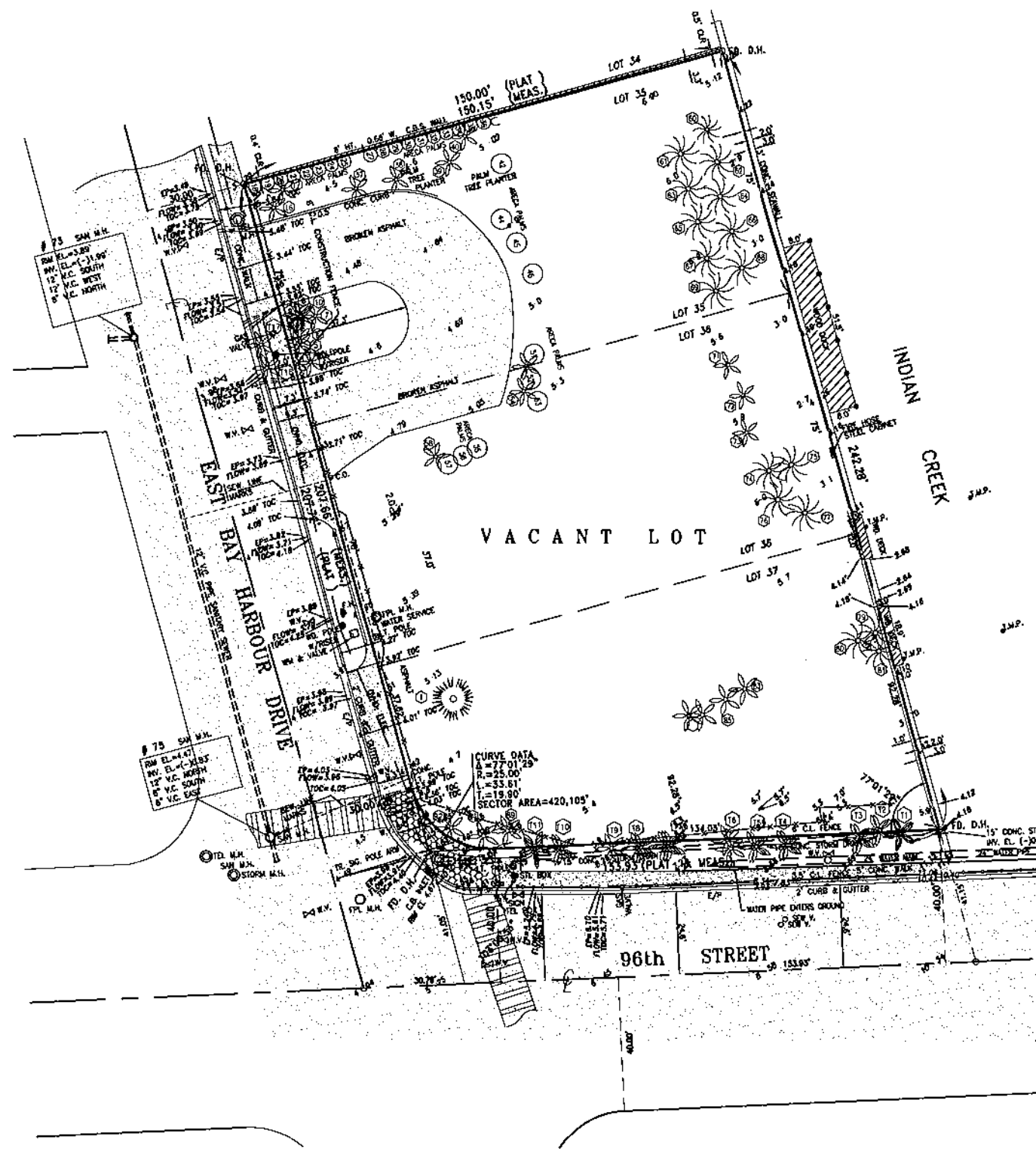
PROJECT DATA
R. DATE: 10/15/2015

ALTA/ACSM LAND TITLE SURVEY BOUNDARY & TOPOGRAPHIC SURVEY



0 20' 40' 60' 80'

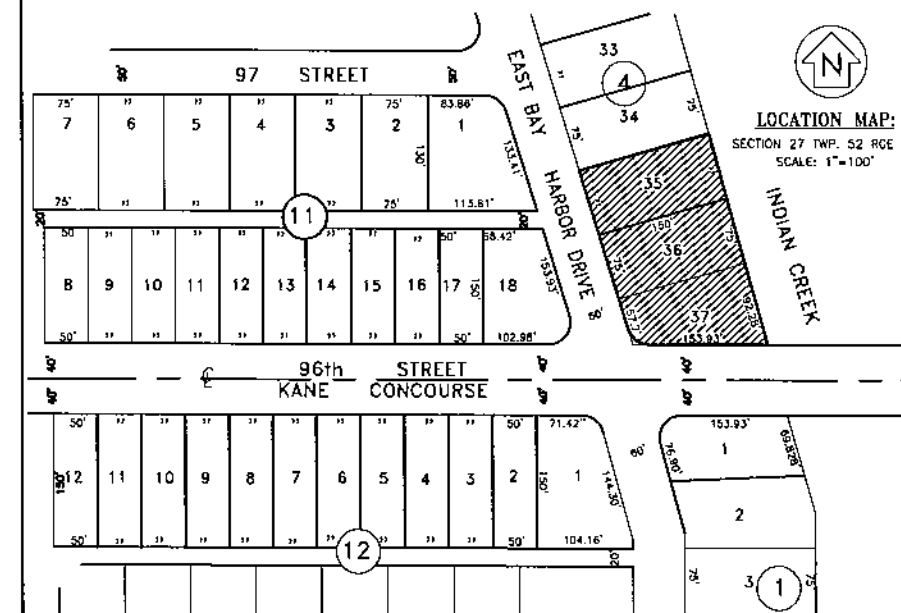
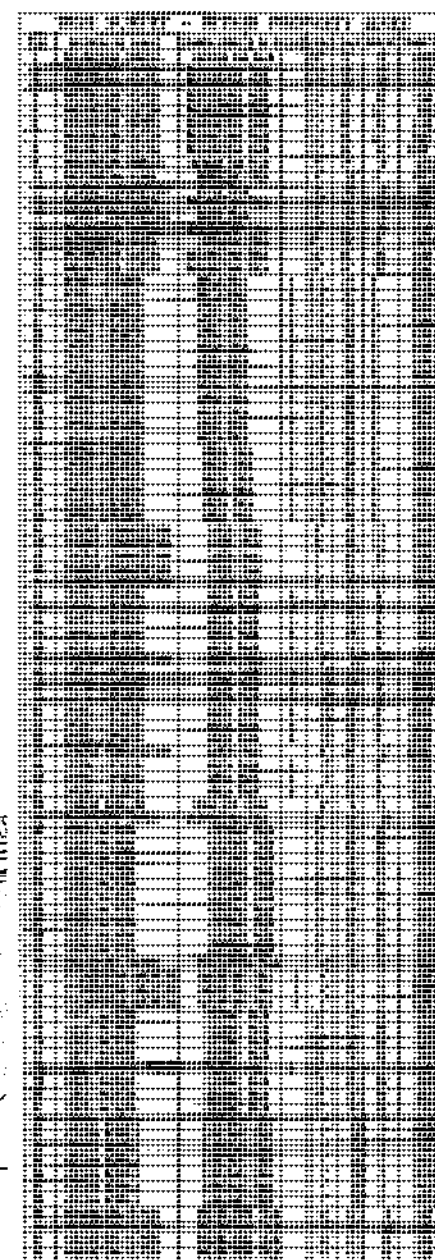
GRAPHIC SCALE:
SCALE: 1 INCH = 20 FEET



LEGEND:

- ASPH. ASPHALT
- BFP BACKFLOW PREVENTER
- BLOC. BUILDING
- C.B. CATCH BASIN
- C. CENTERLINE
- C.O. CLEAN OUT
- C.L. CHAIN LINK (FENCE)
- CL. CLEAR (WALL)
- CONC. CONCRETE
- D.H. DRILL HOLE
- DIP. DUCTILE IRON PIPE
- ELEC. ELECTRIC
- E/P. EDGE PAVEMENT
- FOUND. FOUND
- HC. HANDICAP PARKING SPACE
- INV. CL. INVERT ELEVATION
- IP. IRON PIPE
- LB. LAND SURVEYOR BUSINESS
- MEAS. MEASURE
- M.H. MANHOLE
- M&D. NAIL & DISK
- CHAD. OVERHEAD
- P/L. PROPERTY LINE
- RLS. REGISTERED LAND SURVEYOR NO.
- SAH. SANITARY
- TOC. TOE OF CURVE
- T.M.P. TIMBER MOORING PILE
- TR. S.K. TRAFFIC SIGNAL (POLE)
- V.C. VITRIFIED CLAY (PIPE)
- WM. WATER METER

INDICATES TREE REMOVED DURING DEMOLITION



CERTIFIED TO:

BAY HARBOR HOTEL, LLC
THE CHURCH BY THE SEA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE

ORDER NO. 9015: REVISED THIS 27th DAY OF JANUARY, 1988 TO SHOW FIRST FLOOR ELEVATIONS.

NATIONAL FLOOD INSURANCE PROGRAM DATA:
THIS PROPERTY LIES IN ZONE "AE",
HAVING A BASE FLOOD ELEVATION OF 9.0' FOR WEST PORTION
AND 10.0' FOR EAST PORTION OF PROPERTY.
SOURCE: "FIRM" (FLOOD INSURANCE RATE MAP)
COMMUNITY NO. 120637
PANEL NO. D144 L
MAP DATED: SEPT. 11, 2009

EXISTING FIRST FLOOR ELEVATIONS:

BUILDING 1 ELEVATION 5.86'
BUILDING 2 ELEVATION 8.75'
BUILDING 3 ELEVATION 8.80'
BUILDING 4 ELEVATION 6.88'

LEGAL DESCRIPTION:

SURVEY OF LOTS 35, 36 AND 37, OF BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA: LYING AND BEING IN THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.

CONTAINING 33,672.61 SQUARE FEET OR 0.7730 ACRES

SURVEYOR'S NOTES:

- ELEVATIONS SHOWN HEREON REFER TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
- SOURCE BENCHMARK IS USC & GS, BM. 9-243, LOG. No 2225, BRASS DISK IN SIDEWALK, AT THE SW CORNER OF BRIDGE OVER INDIAN CREEK ON 96th STREET. ELEVATION 11.77 FEET.

SURVEYOR'S CERTIFICATION:

WE HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECTION AND THAT THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, UNDER CHAPTER RULE 5-J 17 FLORIDA ADMINISTRATIVE CODE, CHAPTER 472.027 FLORIDA STATUTES. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE REGISTERED LAND SURVEYOR SHOWN HEREON.

A.R. TOUSSAINT & ASSOCIATES, INC.

BY: _____ PRES.
ALBERT R. TOUSSAINT
REGISTERED ENGINEER NO. 8939
REGISTERED SURVEYOR AND MAPPER NO. 907
STATE OF FLORIDA
FLORIDA CERTIFICATE OF AUTHORIZATION LB-273

TREE SURVEY - ON SIDEWALK						
(#)	BOTANICAL NAME	COMMON NAME	# IN QUARTER	DBH (IN)	SPREAD (FT)	CONDITION
11	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
12	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	20'	FAIR
13	VEITCHIA MERRILLI	CHRISTMAS PALM	2	7"	30'	FAIR
14	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
15	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
16	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
17	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
18	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
19	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	30'	FAIR
20	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
21	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
22	VEITCHIA MERRILLI	CHRISTMAS PALM	3	8"	40'	FAIR
23	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
24	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
25	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
26	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
27	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
28	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
29	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
30	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
31	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
32	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
33	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
34	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
35	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
36	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR
37	VEITCHIA MERRILLI	CHRISTMAS PALM	2	8"	40'	FAIR

10	01-13-18	ORDER 16974, BOUND SURVEY	WT	AT
9	02-24-18	ORDER 16974, BOUND & UPGRADE SURVEY	WT	AT
8	04-24-18	ORDER 16974, BOUND & UPGRADE SURVEY	WT	AT
7	06-15-18	ORDER 16974, BOUND & UPGRADE SURVEY	WT	AT
6	07-12-18	ORDER 16974, BOUND & UPGRADE SURVEY	WT	AT
5	08-27-18	ORDER 16974, BOUND & UPGRADE SURVEY & CURVE, PHASE 2	WT	AT
4	09-18-18	REVISION TO UPGRADE SURVEY	WT	AT
3	09-18-18	ORDER 16974, BOUND SURVEY, PHASE 1	WT	AT
2	09-18-18	REVISION TO UPGRADE SURVEY	WT	AT
1	09-18-18	REVISION TO UPGRADE SURVEY	WT	AT
2	11-28-18	ORDER 16974, BOUND SURVEY	WT	AT
1	11-28-18	ORDER 16974, BOUND SURVEY	WT	AT
NO.	DATE	REVISIONS	BY	CHKD

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BIM Source: Bluebeam® - Data Source: 10/10/2015 10:00:00 AM

DESIGN DATA

PROJECT NAME:
NEW NAME: GRAND BEACH HOTEL - BAY HARBOR
CONSTRUCTION TYPE: TYPE II
OCCUPANCY TYPE: HOTEL
PROPOSED USE: HOTEL
ADDRESS: 9601 E BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154
FLOOD ZONE: A.E. 10

LOT SIZE:
150.15' X 242.28' X 153.93' X 207.66' = 33,658 SF (IRREGULAR LOT)

GROSS LOT AREA:
33,658 SF = 0.7727 ACRES

ZONING DESIGNATION:
RM-1 (LOTS 35 & 36)
GATEWAY (LOT 37)

MAXIMUM HEIGHT:
FROM BASE FLOOD ELEVATION (B.F.E.)
ALLOWED: 75'
PROVIDED: 74'-10"

DEVELOPMENT INTENSITY - NUMBER OF GUEST ROOMS:
ALLOWED: 54
PROPOSED: 96 (TDI)*

70 HOTEL ROOMS PER ACRE x .7727 ACRES
MAX. HOTEL INTENSITY (SEC. 23-11, B-1/AMENDED 11/12/2013)
TDR DWELLING UNIT CONVERSION RATE = 0.486
96 PROPOSED ROOMS - 54 ALLOWED ROOMS = 42 ROOMS
42 ROOMS x 0.486 = 20.41 / ROUNDED TO 20 TDR UNITS
*20 TDR'S REQUIRED

MINIMUM GUEST ROOM SIZE:
ALLOWED: 300 SF
PROVIDED: 368 SF

AVERAGE GUEST ROOM SIZE:
ALLOWED: 340 SF
PROVIDED: 502 SF

NUMBER OF PARKING SPACES:
ONE SPACE FOR EACH OF THE FIRST 20 GUEST ROOMS
ONE ADDED SPACE FOR EACH TWO GUEST ROOMS, OR
FRACTION THEREOF, IN EXCESS OF 20.
* ADDITIONAL 11 SPACES TO BE APPLIED FOR THROUGH TOWN PARKING TRUST.
ALL 21 SPACES PREVIOUSLY APPROVED IN TOWN PARKING TRUST WILL REMAIN.

ZONING DATA
LAND USE DESIGNATION: MEDIUM - HIGH (M-H) DENSITY
EXISTING PUD / GATEWAY (LOT 35) & RM-1 (LOTS 36 & 37)
TOTAL SITE AREA: 33,658 SF = 0.772681 ACRES

BASE FLOOD ELEVATION (B.F.E.) = +10'-0" N.G.V.D.
PROPOSED FINISHED FLOOR ELEVATION = +10'-0" N.G.V.D.

AVERAGE ELEVATION @ CROWN OF ROAD (EAST BAY HARBOR DRIVE) = +4.9' N.G.V.D.
AVERAGE ELEVATION @ CROWN OF ROAD (96TH STREET / KANE CONCOURSE) = +4.5' N.G.V.D.

BUILDING SETBACKS
NOTE: LOTS 35 & 36 IN RM-1 DISTRICT ZONING; LOT 37 IN GATEWAY (G) DISTRICT ZONING.
REFER TO SHEET A-200 FOR GRAPHIC REPRESENTATION OF SETBACKS

SIDE / DISTRICT / DIRECTION / ADJUTMENT	TYPE	ALLOWED	PROVIDED
FRONT / RM-1 & GATEWAY / WEST / E. BAY HARBOR DR.	SETBACK (RM-1) SETBACK (GATEWAY) STEP BACK (GATEWAY)	30'-0" (WITH NO STEP BACK) 20'-0" 2:1 SLOPE AFTER 25' TO 30' MAX. STEP BACK	COMPLIANT COMPLIANT COMPLIANT
	UNDERGROUND PARKING	15' FROM 96TH ST. R.O.W	COMPLIANT
SIDE / GATEWAY / SOUTH / 96TH STREET (KANE CONCOURSE)	SETBACK STEP BACK POOL DECK POOL UNDERGROUND PARKING	25'-0" W/ NO STEP BACK 2:1 SLOPE AFTER 25' 5' FROM PROPERTY LINE 5' FROM PROPERTY LINE 15' FROM 96TH ST. R.O.W	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT
SIDE / RM-1 / NORTH / PROPERTY LINE	SETBACK STEP BACK UNDERGROUND PARKING	10% OF LOT WIDTH (207'-8 5/8") = 20'-9 17/64" 3:1 SLOPE AFTER 25' 5' FROM PROP. LINE	COMPLIANT COMPLIANT COMPLIANT
BACK / RM-1 & GATEWAY / EAST / WATERFRONT (INDIAN CREEK)	SETBACK POOL POOL DECK UNDERGROUND PARKING WATERWAY (DOCK)	20'-0" 5' FROM SEAWALL EDGE 5' FROM PROPERTY LINE 20' FROM PROPERTY LINE 23' FROM PROPERTY LINE	COMPLIANT COMPLIANT COMPLIANT COMPLIANT COMPLIANT

SITE AREAS	AREA (SF)	% REQUIRED	% OF GROSS LOT PROVIDED
AREA CALCULATION	33,658 SF		
TOTAL GROSS LOT AREA:			
LANDSCAPED "GREEN" OPEN SPACE AT GROUND LEVEL	7,115 SF	20% MIN.	21.14%
per Sec. 23-11, (B-1), (10), Landscape Requirements of Bay Harbor Islands, Florida, Code of Ordinances			
OPEN SPACE:	14,439 SF	40% MIN.	42.90%
per Table A, Chapter 18, Section 18A-6C5 of the Miami-Dade County Landscape Code			
FIRST FLOOR AREA GROSS:	12,104 SF		35.96%
per Sec. 23-1, Definitions, of Bay Harbor Islands, Florida, Code of Ordinances			

BUILDING AREA CALCULATIONS

INTERIOR FLOOR AREAS - GROSS

STORY	SIZE (GROSS)
PARKING LEVEL:	17,399 SF
LEVEL 1:	12,104 SF
LEVEL 2:	13,056 SF
LEVEL 3:	13,056 SF
LEVEL 4:	12,843 SF
LEVEL 5:	10,870 SF
LEVEL 6:	10,870 SF
LEVEL 7:	8,896 SF
ROOF:	2,565 SF
TOTAL GROSS BUILDING AREA	101,661 SF

LOBBY (GROUND) LEVEL COMMON AREAS

AREAS	SIZE (GROSS)
INTERIOR	
HOTEL LOBBY & CORRIDORS:	3,755 SF
PUBLIC RESTROOMS:	395 SF
GYM:	506 SF
TOTAL INTERIOR PUBLIC AREA:	5,056 SF

EXTERIOR (EAST & SOUTH SIDES)	SIZE (GROSS)
POOL / SPA WATER AREA:	889 SF
POOL DECK SEATING AREA:	2,689 SF
POOL DECK CIRCULATION / WALKWAYS:	2,931 SF
DOCK:	2,452 SF
TOTAL EXTERIOR PUBLIC AREA:	8,961 SF

LIST OF BUILDING USES & AREAS

FLOOR AREAS BY CATEGORY - NET

CATEGORY (INTERIOR)	SIZE (NET)
HORIZONTAL CIRCULATION:	11,570 SF
VERTICAL CIRCULATION:	5,745 SF
GUEST UNITS:	46,450 SF
KITCHEN:	492 SF
MECHANICAL:	3,924 SF
OFFICE:	838 SF
PARKING:	13,657 SF
PUBLIC AREAS:	3,040 SF
PUBLIC RESTROOMS:	391 SF
MERCHANTILE / SERVICE:	524 SF
STORAGE:	4,279 SF
TOTAL INSIDE NET BUILDING AREA	90,910 SF

EXTERIOR	SIZE (NET)
UNIT BALCONIES & TERRACES:	16,808 SF
SOUTH PARKING RAMP:	541 SF
TOTAL OUTSIDE NET BUILDING AREA	17,349 SF

TOTAL NET FLOOR AREA (INTERIOR & EXTERIOR) 108,259 SF

SEE SCHEDULE ON A-001 FOR DETAILED AREA BREAKDOWN BY CATEGORY.

GUEST ROOM UNIT DATA

UNIT TYPE	TYPE	SIZE (SF)	QUANTITY
STANDARD ROOMS	A	463	33
	A1	463	17
	A2	448	2
	A3	745	3
	B	463	1
	C	459	10
	D	501	1
	E	746	5
	F	506	1
	G	353	2
	H	504	1
	J	1,402	1
	TOTAL STANDARD ROOMS		81
ACCESSIBLE ROOMS *	A-SCF	463	3
	A1-SCF	463	1
	C1-SCF	459	2
	D-MBT	501	2
	E-SCF	746	1
	F-MCF	506	1
	F-MRS	506	1
	H-MBT	504	2
	H-MRS	381	1
	L-SCF	760	1
	TOTAL ACCESSIBLE ROOMS		15

ADA CODE	DESCRIPTION
MBT	MOBILITY UNIT WITH BATH TUB
MRS	MOBILITY UNIT W/ ROLL-IN SHOWER
MCF	MOBILITY UNIT W/ COMMUNICATIONS FEATURES
SCF	STANDARD UNIT W/ COMMUNICATIONS FEATURES

NUMBER OF UNITS PER LEVEL (AS CONFIGURED):	TYPE	QUANTITY
LEVEL 1	STANDARD ROOMS	3
	ACCESSIBLE ROOMS	0
	LEVEL 1 TOTAL	3
LEVEL 2	STANDARD ROOMS	15
	ACCESSIBLE ROOMS	4
	LEVEL 2 TOTAL	19
LEVEL 3	STANDARD ROOMS	16
	ACCESSIBLE ROOMS	3
	LEVEL 3 TOTAL	19
LEVEL 4	STANDARD ROOMS	17
	ACCESSIBLE ROOMS	2
	LEVEL 4 TOTAL	19
LEVEL 5	STANDARD ROOMS	10
	ACCESSIBLE ROOMS	4
	LEVEL 5 TOTAL	14
LEVEL 6	STANDARD ROOMS	13
	ACCESSIBLE ROOMS	1
	LEVEL 6 TOTAL	14
LEVEL 7	STANDARD ROOMS	7
	ACCESSIBLE ROOMS	1
	LEVEL 7 TOTAL	8
TOTAL UNITS:	STANDARD ROOMS	81
	ACCESSIBLE ROOMS	15
	HOTEL GUEST ROOM TOTAL	96

ACCESSIBLE ROOMS CALCULATIONS AND ASSIGNMENTS

MINIMUM ROOM NUMBER REQUIREMENTS BELOW ARE PER FBC 2010 ACCESSIBILITY CODE TABLES 224.2 AND 224.4.
NUMBER OF GUEST ROOMS IN HOTEL: 96 = AS CONFIGURED

LEGEND	ROOM TYPE	REQUIRED	PROVIDED	ROOM NUMBERS
MRS	MOBILITY ROOMS WITH ROLL-IN SHOWERS	1	2*	224, 502
MBT	MOBILITY ROOMS WITHOUT ROLL-IN SHOWERS (BATH TUBS)	4	5*	304, 404, 424**, 522, 602
MCF	MOBILITY ROOMS WITH COMMUNICATION FEATURES	1***	1	424**
SCF	STANDARD ROOMS WITH COMMUNICATION FEATURES	9***	9	209, 211, 212, 309, 318, 424**, 501, 521, 717
	TOTALS	13	15	

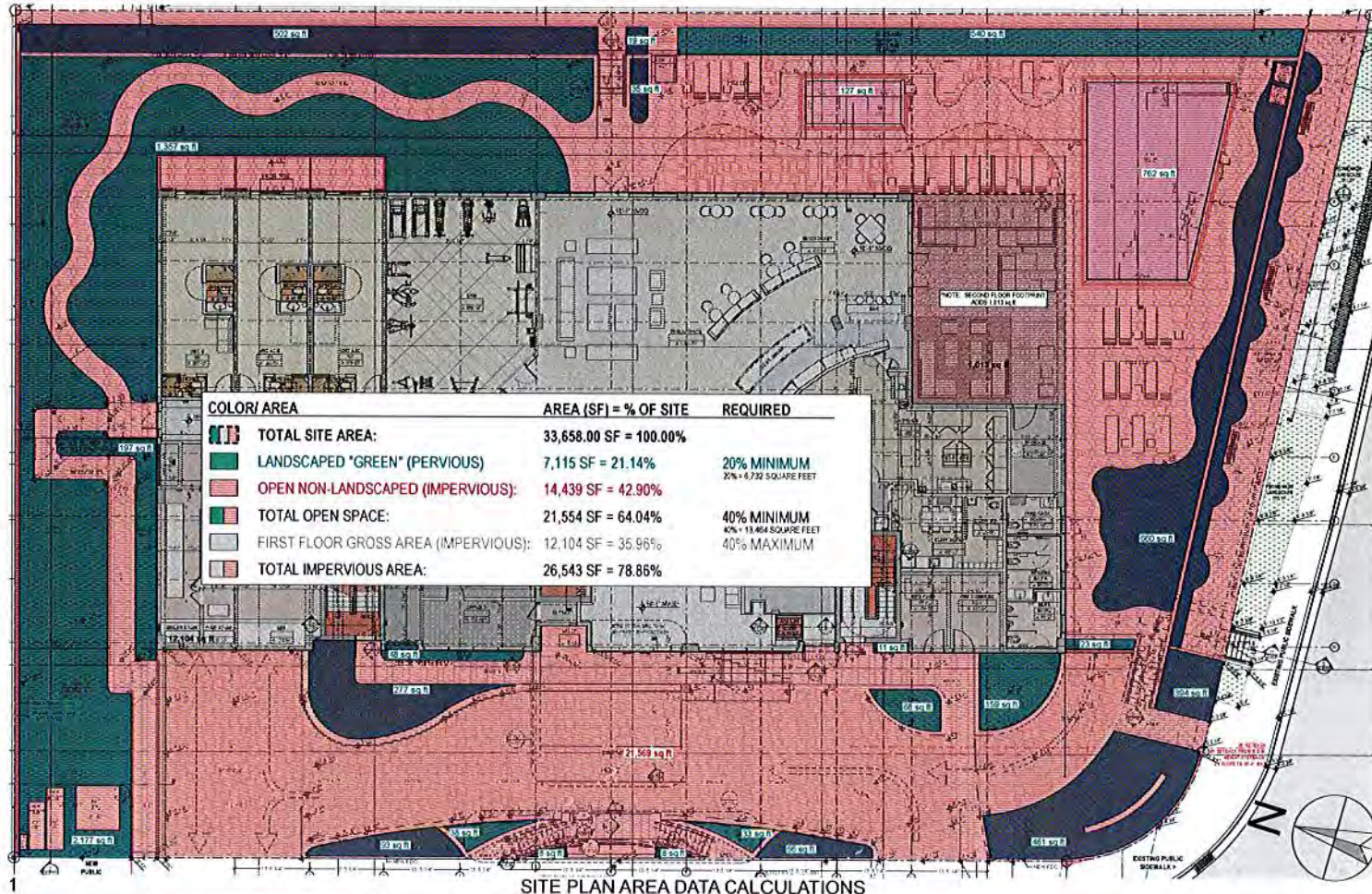
* MORE MOBILITY ROOMS ARE PROVIDED THAN ARE REQUIRED USING AS GUEST ROOM COUNT AS CONFIGURED.
** THIS ROOM MUST BE ONE OF THE MRS OR MBT MOBILITY ROOMS.
*** 9 SCF ROOMS ARE REQUIRED, BUT 1 MUST BE OF TYPE MCF.

TABLE 224.2 GUEST ROOMS WITH MOBILITY FEATURES

	Minimum Number of Required Rooms Without Roll-in Showers	Minimum Number of Required Rooms With Roll-in Showers	Total Number of Required Rooms	Florida 5%
1 to 25	1	0	1	
26 to 50	2	0	2	
51 to 75	3	1	4	
76 to 100	4	1	5	
101 to 150	5	2	7	
151 to 200	6	2	8	
201 to 300	7	3	10	
301 to 400	8	4	12	
401 to 500	9	4	13	
501 to 1000	2 percent of total	1 percent of total	3 percent of total	
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000	10, plus 1 for each 100, or fraction thereof, over 1000	30, plus 2 for each 100, or fraction thereof, over 1000	See Section 224.2

TABLE 224.4 GUEST ROOMS WITH COMMUNICATION FEATURES

Total Number of Guest Rooms Provided	Minimum Number of Required Guest Rooms With Communication Features
2 to 25	2
26 to 50	4
51 to 75	7
76 to 100	9
101 to 150	12
151 to 200	14
201 to 300	17
301 to 400	20
401 to 500	22
501 to 1000	5 percent of total
1001 and over	50, plus 3 for each 100 over 1000



GRAND BEACH HOTEL BAY HARBOR

9601 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

DEVELOPER

M.B. DEVELOPMENT, L.L.C.
9418 COLLINS AVENUE
SURFSIDE, FL 33154

ARCHITECT

CARINO & COMPANY, INC.
1500 BAY ROAD, #618
MIAMI BEACH, FL 33139

MEP ENGINEER

UCI ENGINEERING
4247 S.W. 71ST AVENUE,
MIAMI, FL 33155

TRAFFIC ENGINEER

DAVID PLUMMER & ASSOCIATES
1750 PONCE DE LEON BLVD.,
CORAL GABLES, FL 33134

CIVIL ENGINEER

ROSS ENGINEERING, INC.
17670 N.W. 78TH AVENUE,
HIALEAH, FL 33015

LANDSCAPE ARCHITECT

SECTION-L
3821 EL PRADO BOULEVARD,
MIAMI, FL 33133

STRUCTURAL ENGINEER

DE LOS REYES ENGINEERING, INC.
8726 N.W. 26TH ST., SUITES 1 & 2
MIAMI, FL 33172

SEAWALL ENGINEER

OCEAN CONSULTING, INC.
340 MINORCA AVENUE, SUITE 7
CORAL GABLES, FL 33134



LEGAL DESCRIPTION:
LOTS 35, 36, & 37, BLOCK 4, OF "BAY HARBOR ISLAND" ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN THE PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE, FLORIDA.

2 PROJECT LOCATION MAP 1" = 200'

PROJECT AMENITIES & NOTES

AMENITY	NOTES
DRIVEWAY (U-SHAPED)	
INDOOR PARKING FACILITY	SOUTH ENTRANCE IS ENTRY ONLY (NO EXIT).
VALET PARKING	47 SPACES TOTAL
CONCIERGE	ALL PARKING IS BY VALET ONLY.
CHECK-IN DESK	
POOL & SPA	SPA HOURS ARE FROM DAWN TO DUSK.
OUTDOOR MUSIC SYSTEM	HOURS ARE FROM DAWN TO DUSK.
BOAT DOCK	12 SLIPS FOR REGISTERED GUESTS OF HOTEL
GYM	FOR REGISTERED GUESTS OF HOTEL
RESTAURANT	FOR REGISTERED GUESTS OF HOTEL
BAR	FOR REGISTERED GUESTS OF HOTEL
GUESTROOMS	96 TOTAL GUESTROOMS

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

No. REVISION DATE

R-6 PLO COMMENTS 10/15/2015

A-000

PROJECT DATA

R. DATE 10/22/2015

The contractor must check and verify all dimensions and conditions of the work and is responsible for same. Report any discrepancies to the Architect before commencing work. Drawings may not be scaled.

BIM Server: BIMSERVERX - BIM Server 12/Bay Harbor/Bay Harbor[illegible]

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BIM Server: BIMSERVER - BIM Server 19/Bay Harbor/Bay Harbor



1. Seaside Club Residences - 9655 E. Bay Harbor Dr.



2. Island Place Residences - 9721 E. Bay Harbor Dr.



3. 3.5 Story Residences - 9700 E. Bay Harbor Dr.



4. Daddy O Hotel - 9660 E. Bay Harbor Dr.



5. Palm Restaurant - 9650 E. Bay Harbor Dr.



6. Citadel Realty - 9630 E. Bay Harbor Dr.



1 A-002 ADJACENT LAND USES WITHIN 300' OF GRAND BEACH HOTEL

SCALE: 1" = 50'



7. Craig Signer Clothing - 1001 Kane Concourse



10. Betto's Restaurant - 1009 Kane Concourse



13. Subway Restaurant - 1017 Kane Concourse



16. Bistro Cafe and Bakery - 1023 Kane Concourse



22. Ocean Cadillac - 1000 Kane Concourse



8. KC Property - 1005 Kane Concourse



11. Jade Beauty Salon - 1013 Kane Concourse



14. Salon Pooch-Ini - 1019 Kane Concourse



17. Atlantic Pacific Company - 1025 Kane Concourse



23. Riviera Apartments - 9541 E. Bay Harbor Dr.



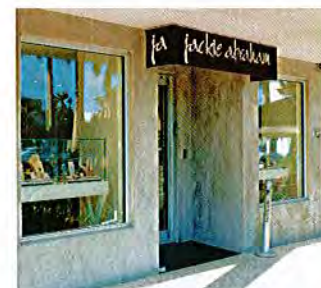
9. Asia Bay Restaurant - 1007 Kane Concourse



12. Bay Harbor Drugs - 1015 Kane Concourse



15. Turnberry Realty - 1021 Kane Concourse



18. Jackie Abraham Jewelers - 1027 Kane Concourse



24. TAUBCO - 9557 E. Bay Harbor Dr.



19. Harry Sendzischew M.D. - 1029 Kane Concourse



20. Daniel Weissman D.M.D. - 1031 Kane Concourse



21. Mike's Cigars - 1030 Kane Concourse

DEVELOPMENT
9418 Collins Ave.
Suite 100, Ft. 33134
Miami Beach, FL 33134
info@mbdevelopment.net

ARCHITECT:
JOHN K. CARINO
AIA 94403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

ADJACENT LAND USES

No. REVISION DATE

A-002

PROJECT DATA

R. DATE 10/15/2015

BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor Bay Harbor



R. DATE 10/15/2015

BIM Server; BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



1

No.	REVISION	DATE
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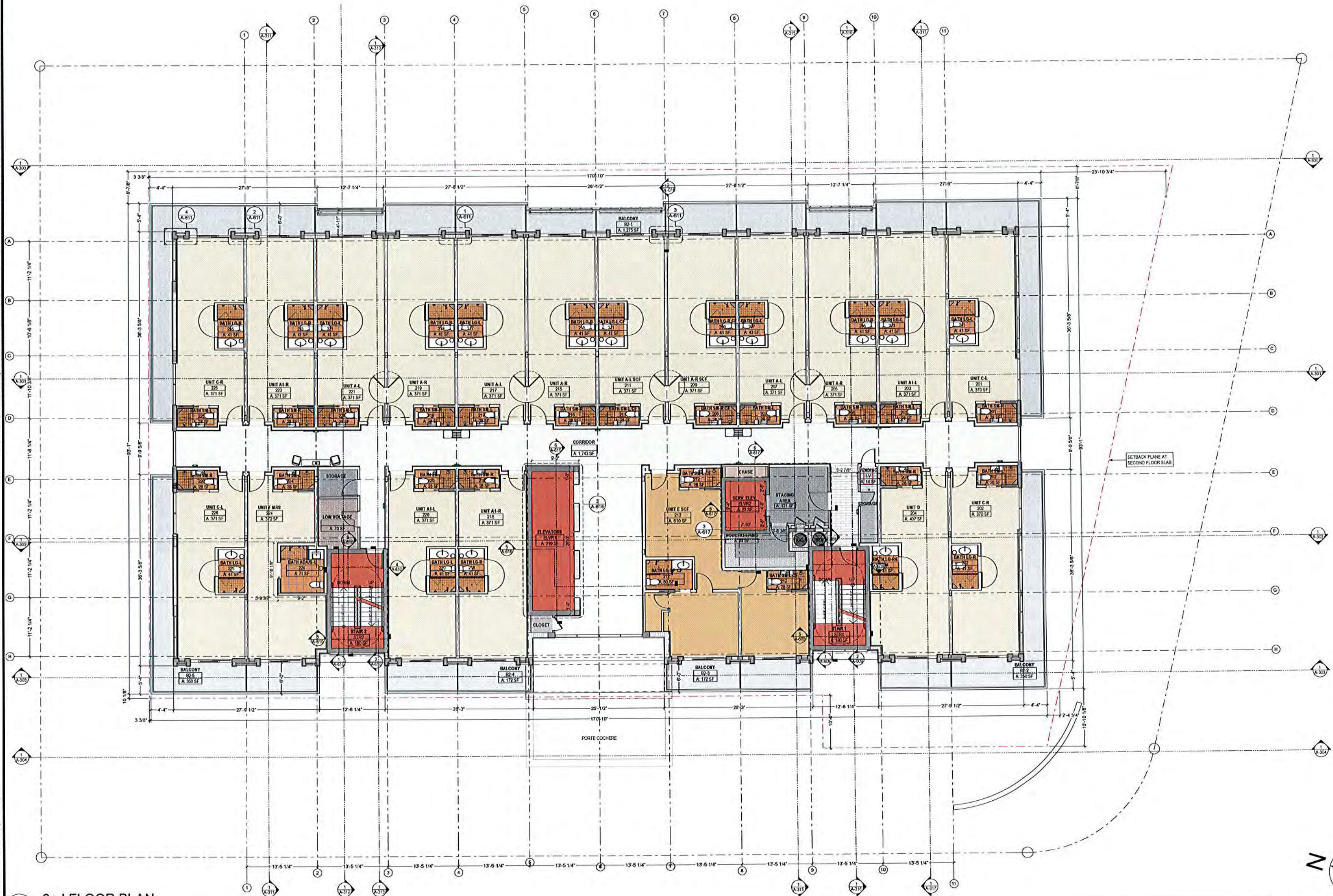
A-101

PLANS

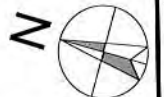
R. DATE: 10/20/

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304 Sewer: BMSERVEEX, BIM Server: 10Bay HarborBay Harbor



1 2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



DEVELOPMENT
9418 Collins Ave.
Suite 300, FL 33154
info@development.net

Architect:
JOHN K. CARINO
AP 9403

Consultant:
CARINO & CO.
ARCHITECTURE - DESIGN
1001 N. W. 10th Ave.
Suite 1000
Miami, FL 33136
(305) 571-1000

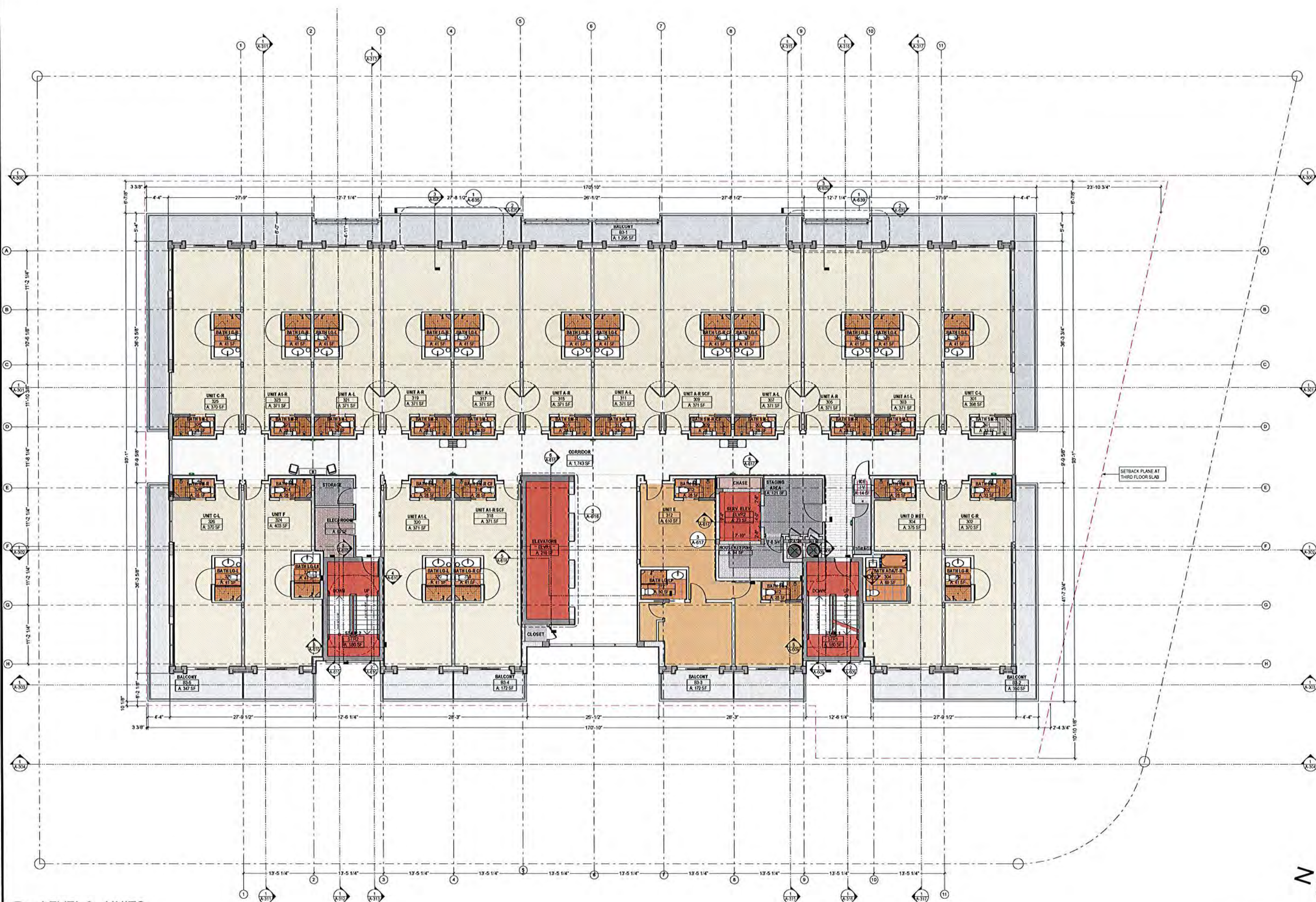
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 2 - UNITS

No. REVISION DATE

A-102
PLANS
DATE
10/16/2015

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BIM Server: BIMSERVER - BIM Server 195 Bay Harbor Bay Harbor



1 LEVEL 3 - UNITS
SCALE: 1/8" = 1'-0"

DEVELOPMENT
9418 Collins Ave.
Suite 100
Miami Beach, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARINO
A/E 96403

CONSULTANT:
CARINO & CO.
ARCHITECTS, INC.
10000 Collins Ave., Suite 100
Miami Beach, FL 33154
(305) 673-1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 3 - UNITS

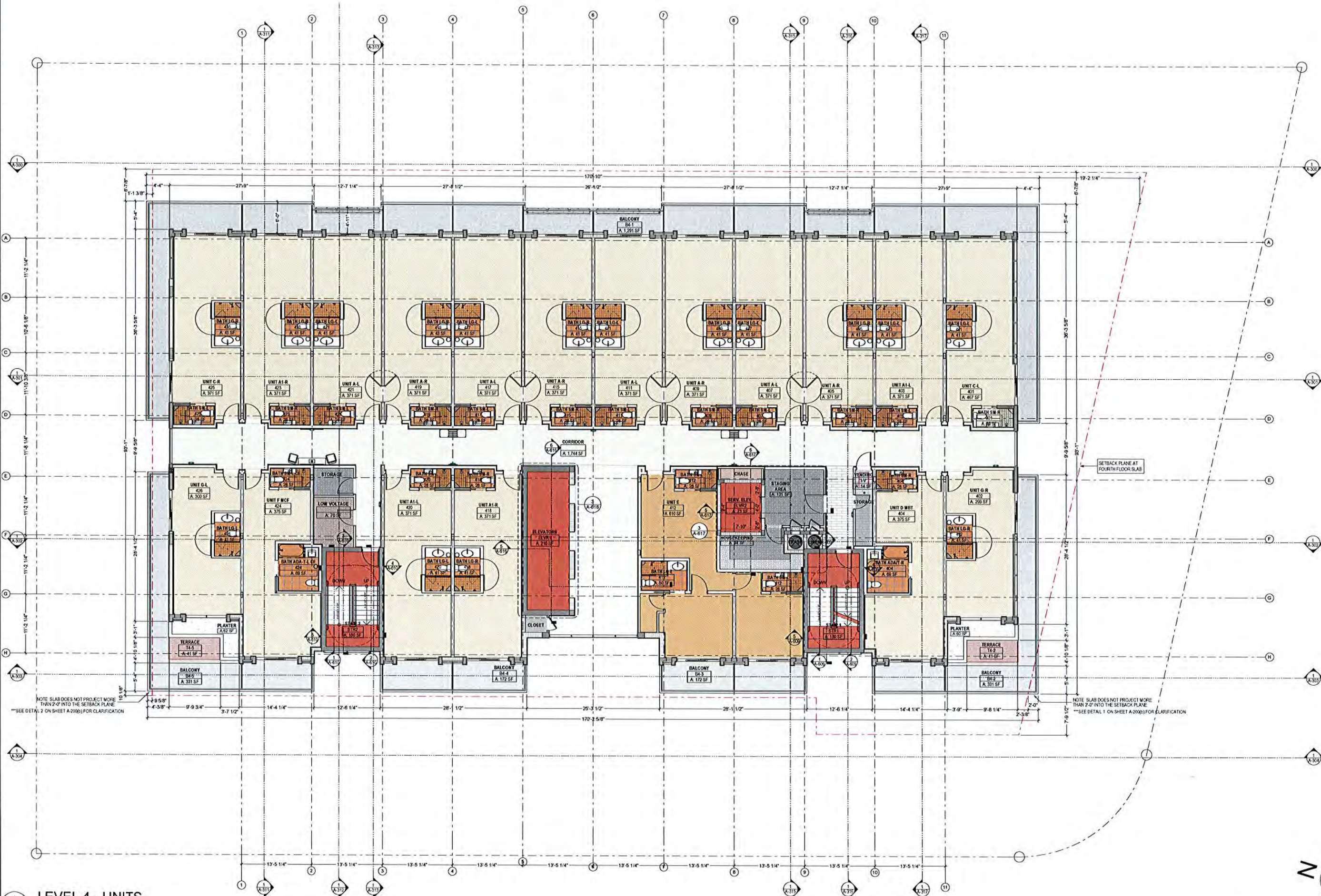
REVISION DATE

A-103

PLANS
DATE
10/15/2015

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BM Survey: BMSEVEREX, BM Survey, 19 Bay Harbor/Bay Harbor



1 LEVEL 4 - UNITS
A-104 SCALE: 1/8" = 1'-0"

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Surfside, FL 33154
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SEAL
Architect
JOHN C. CARNO
AIA 16605

CONSULTANT



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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 4 - UNITS

No. REVISION DATE

A-104

PLANS

R. DATE 10/16/2015

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BIM Server: BIMSERVERX - BIM Server 190 Bay Harbor/ Bay Harbor



1 LEVEL 5 - UNITS
SCALE: 1/8" = 1'-0"

DEVELOPMENT
9415 Collins Ave.
Suite 100, FL 33154
info@development.net

Architect:
JOHN K. CARNO
AR 16463

Consultant:
CABINO & CO.
ARCHITECTURAL DESIGN
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Tel: 754.466.1111
Fax: 754.466.1112
www.cabinoco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 5 - UNITS

REVISION DATE

R-6 PLO COMMENTS 10/15/2015

A-105

PLANS

R. DATE 10/15/2015

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BIM Server: BIMSERVERX - BIM Server - 10 Bay Harbor Bay Harbor



1 LEVEL 6 - UNITS
A-106 SCALE 1/8" = 1'-0"

DEVELOPMENT
9418 Collins Ave
Suite 100, FL 33154
info@mbdevelopment.com

Architect:
JOHN K. CARINO
AP 94423

CONSULTANT:

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ARCHITECTURE & DESIGN
1001 N. W. 10th Ave., Suite 100
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Tel: 305.571.1111
www.carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 6 - UNITS

No. REVISION DATE

R-6 PLO COMMENTS 10/15/2015

A-106

PLANS
DATE
10/20/2015

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BIM Server: BIMSERVER20X - BIM Server 1936x Harbor/Bay Harbor



LEVEL 7 - UNITS
SCALE: 1/8" = 1'-0"

DEVELOPMENT
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Surfside, FL 33154
info@mbdevelopment.net

ARCHITECT
JOHN A. CARINO
AR 9463

CONSULTANT
CARINO & CO.
ARCHITECTURAL DESIGN
1000 N. BAY ST.
SUITE 100
MIAMI, FL 33132
TEL: 305.371.1111
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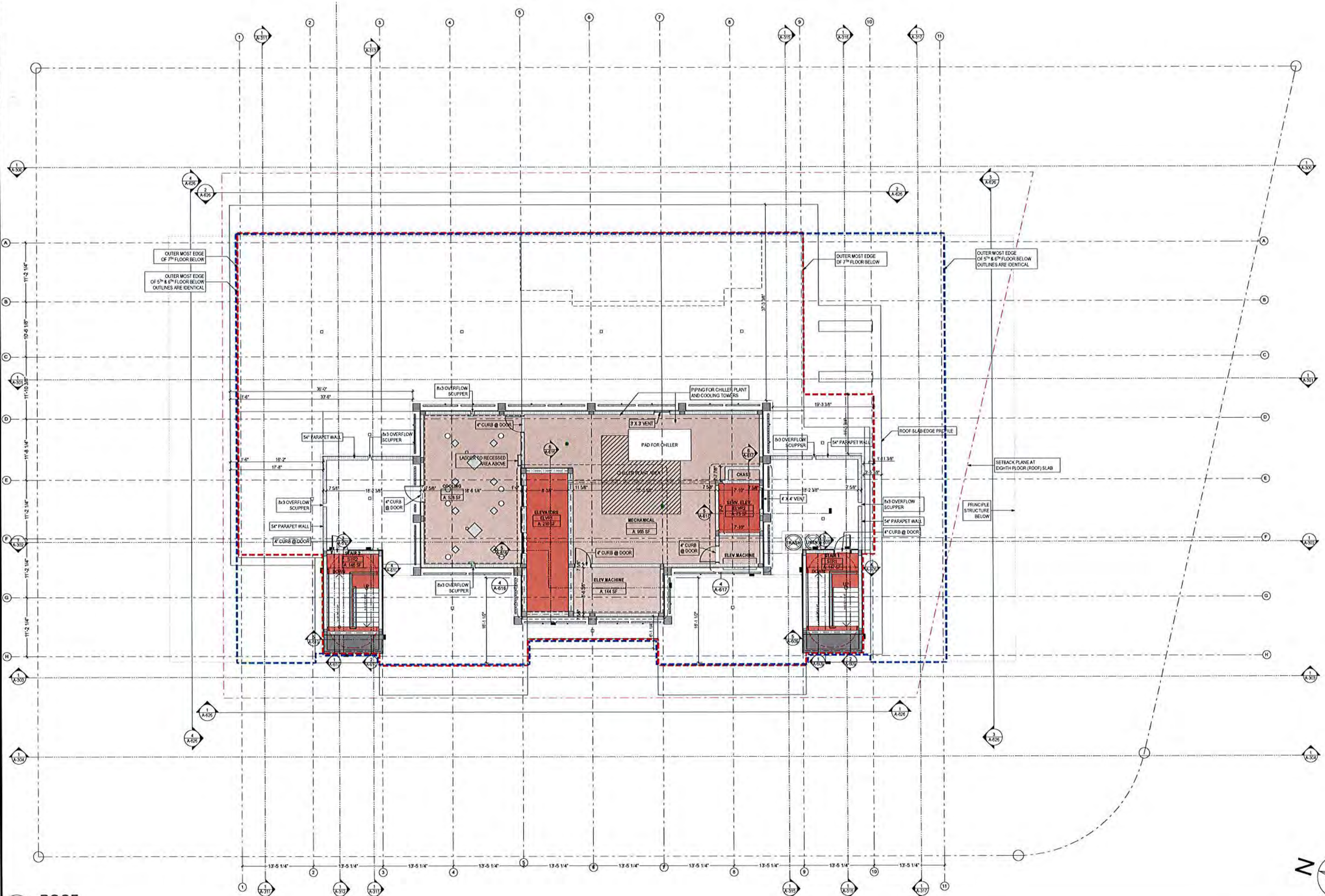
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 7 - UNITS

No.	REVISION	DATE
R-6	PLD COMMENTS	10/15/2015

A-107
PLANS
DATE
10/29/2015

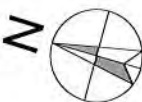
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BIM Server: BIMSERVER-03 - BIM Server - 10 Bay Harbor Bay Harbor



1 ROOF
A-108 SCALE: 1/8" = 1'-0"

0 4 8 16



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SUNRISE, FL 33154
info@mbdevelopment.net

ARCHITECT
JOHN L. CARNO
A5 9463

CONSULTANT
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ARCHITECTURAL & DESIGN
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(305) 444-1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
LEVEL 8 - ROOF

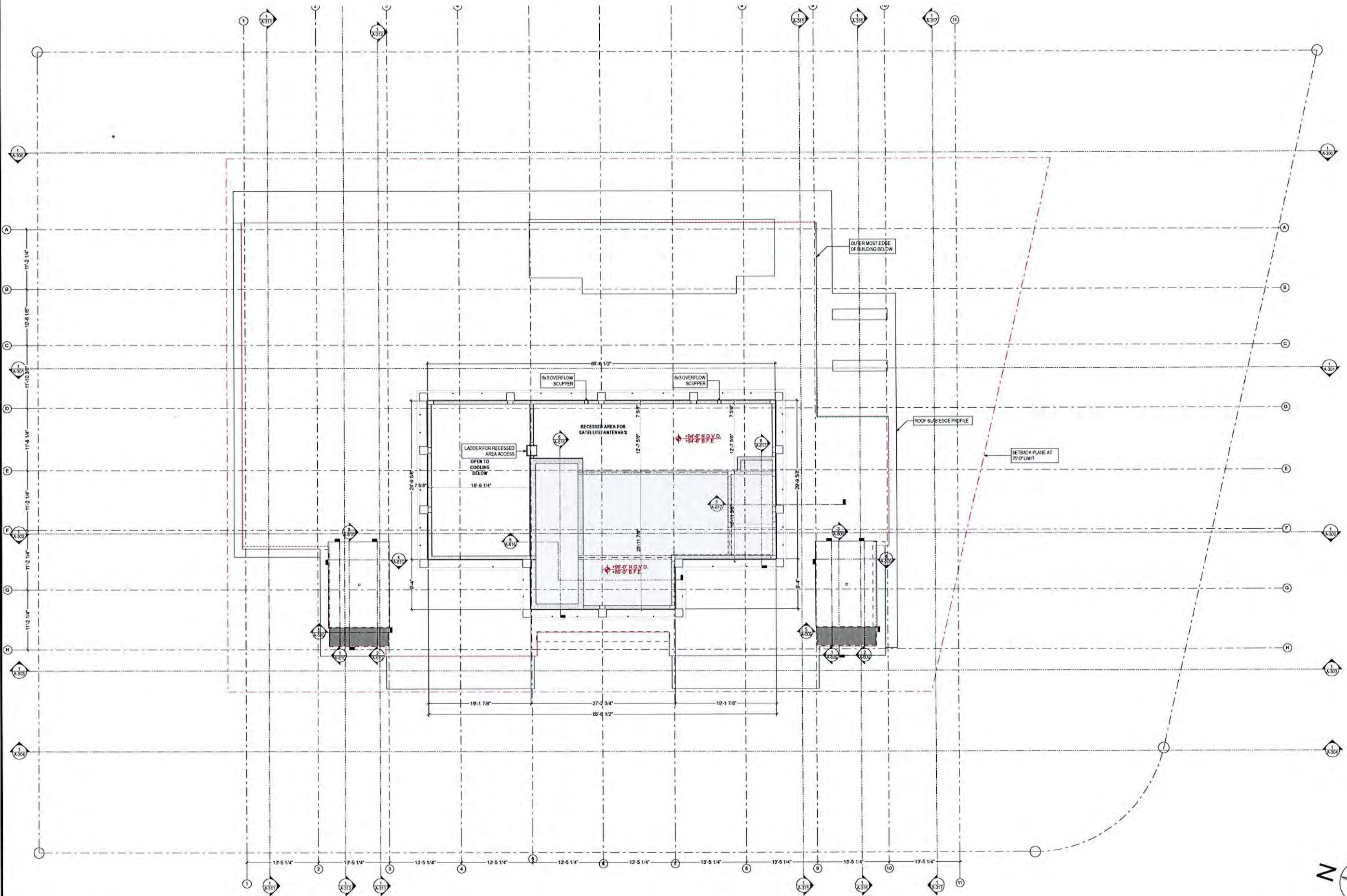
NO. REVISION DATE

A-108

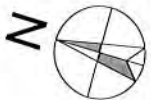
PLANS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor Bay Harbor



1 TOP OF ROOF
A-109 SCALE: 1/8" = 1'-0"



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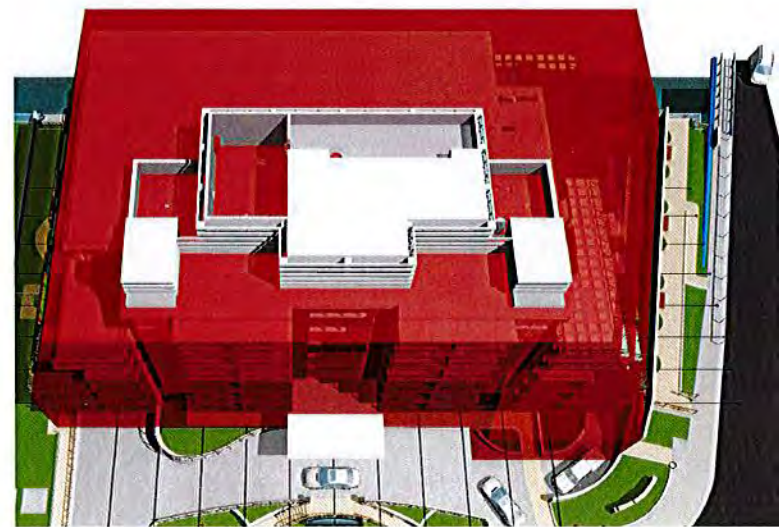
BIM Server: BIMSERVERX - BIM Server: 190Bay HarborBay Harbor



1 NW PERSPECTIVE

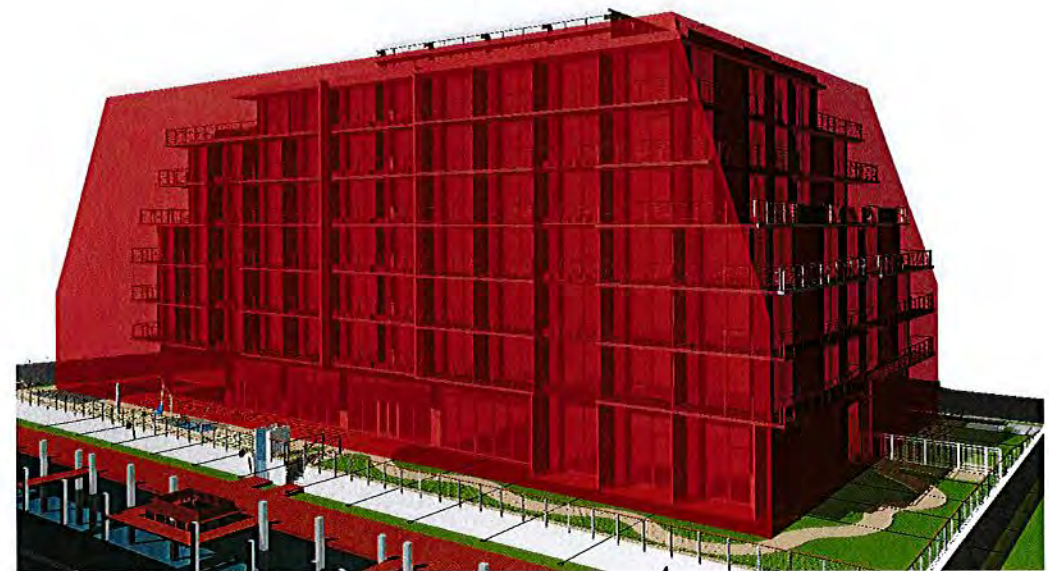


2 SW PERSPECTIVE

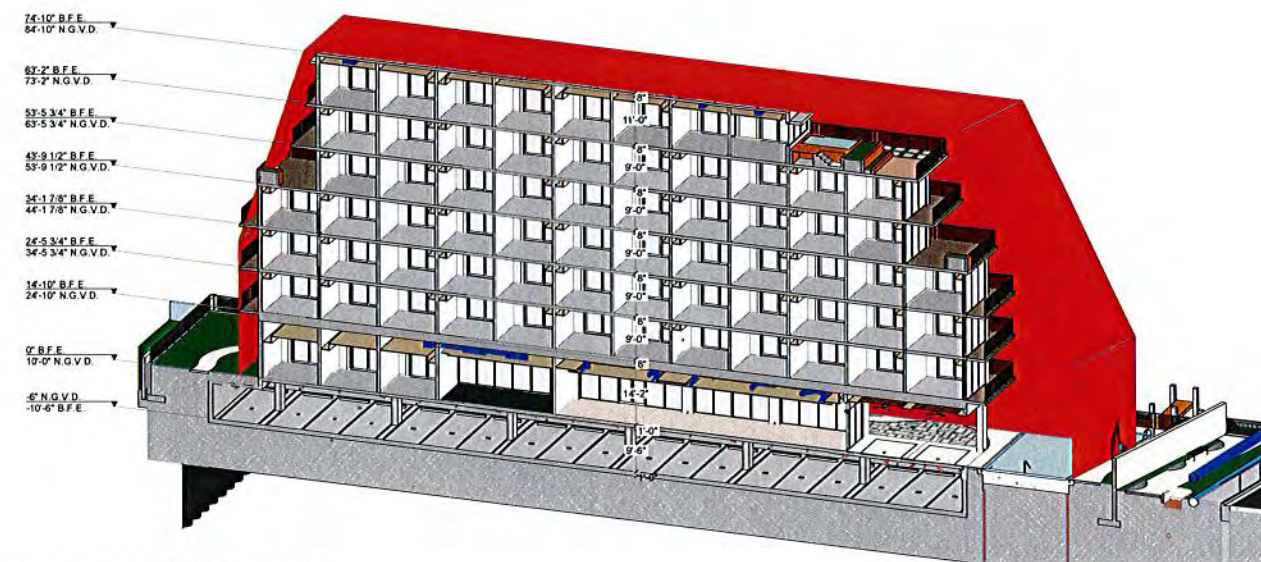


3 BIRDS-EYE PERSPECTIVE

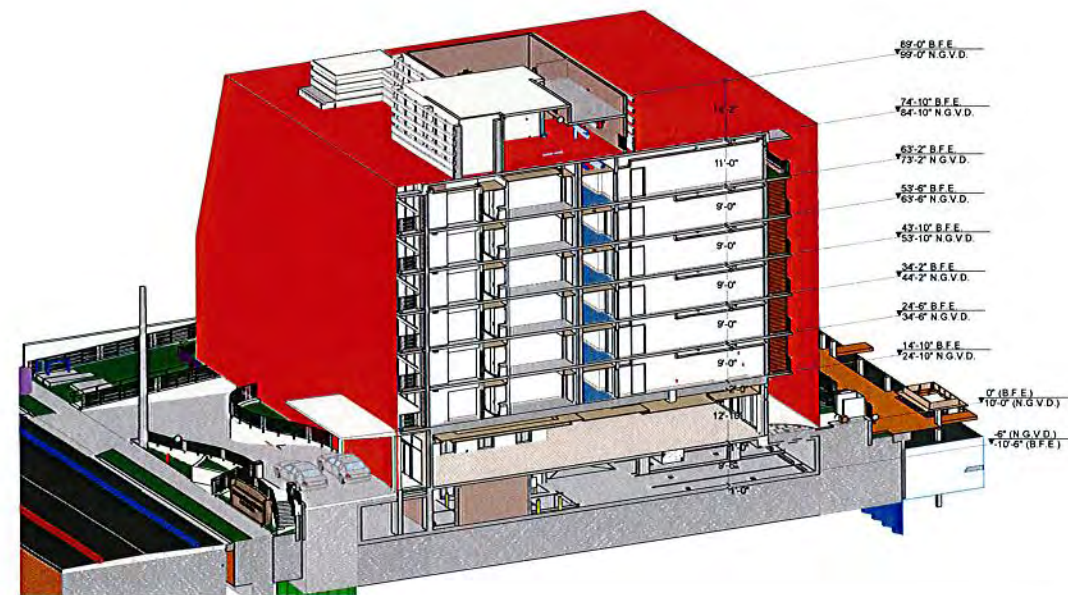
NOTE:
NO PROTRUSION EXCEEDS 2'-0" IN LENGTH.



4 NE PERSPECTIVE



5 NORTH TO SOUTH SECTION



6 WEST TO EAST SECTION

SEAL

Architect
JOHN CARBINO
AR 96463

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR ISLANDS,
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

BUILDING SETBACK PLANES

No. REVISION DATE

A-200(a)

ELEVATIONS

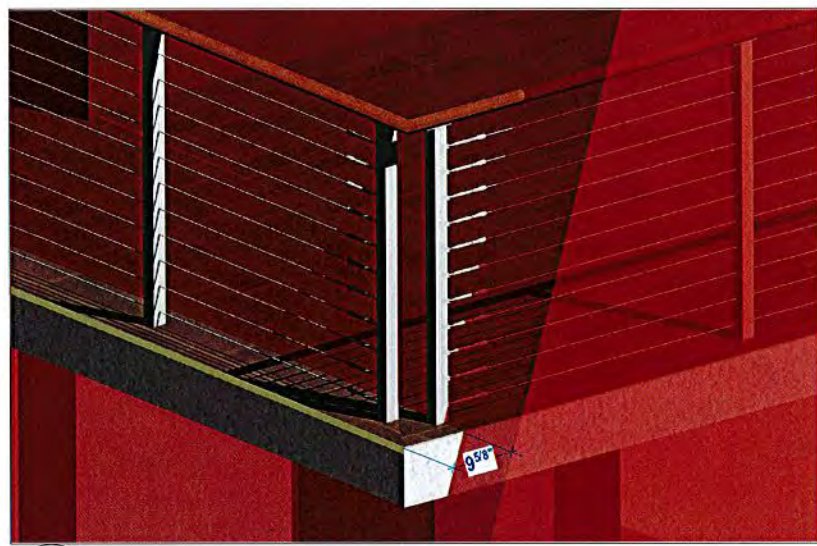
R. DATE 10/15/2015

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BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor Bay Harbor



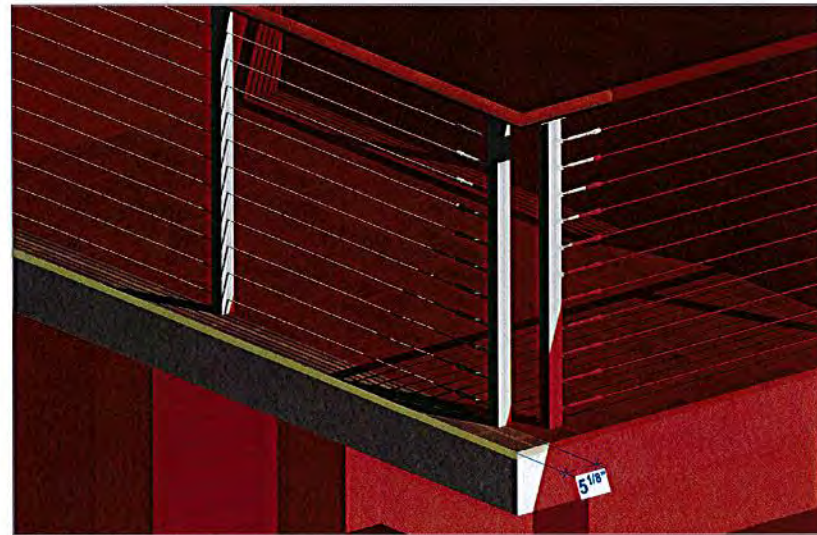
1 LEVEL 4 - SOUTH ELEVATION
A-200(b)



2 LEVEL 4 - NORTH ELEVATION
A-200(b)



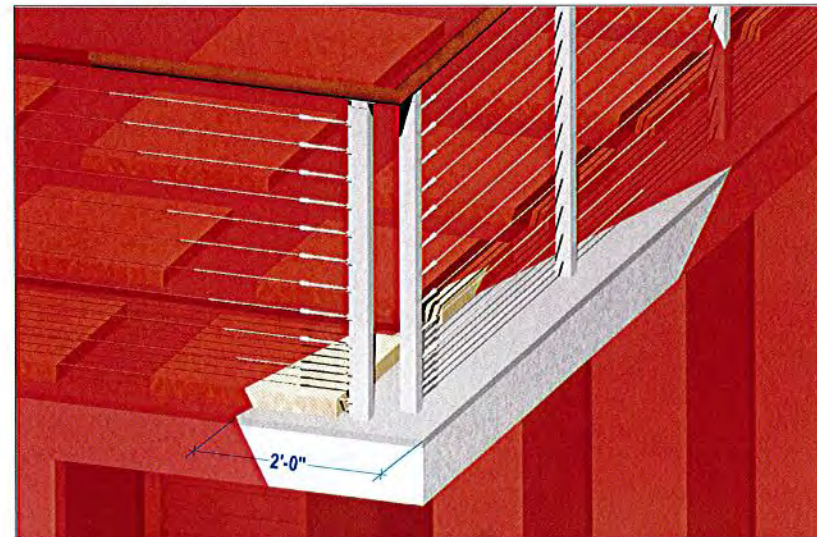
3 LEVEL 5 - SOUTH ELEVATION
A-200(b)



4 LEVEL 5 - NORTH ELEVATION
A-200(b)



5 LEVEL 6 - SOUTH ELEVATION
A-200(b)



6 LEVEL 7 - SOUTH ELEVATION
A-200(b)

DEVELOPMENT
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Suite 100, FL 33154
info@mbdevelopment.net

SEAL

Architect:
JOHN K. CARINO
AT 19403

CONSULTANT:



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9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SLAB PROTRUSION DETAILS

No. REVISION DATE

A-200(b)
ELEVATIONS
DATE
10/15/2015

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BM Survey: BLM/EVERLY - BM Survey: 100 Bay Harbor Blvd Bay Harbor





DEVELOPMENT
9418 Collins Ave.
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARINO
AS 96403

CONSULTANT:
CARINO & CO.
ARCHITECTS, P.A.
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BAY HARBOR, FL 33154
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FAX: 305.444.1112
info@carinoandco.com

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

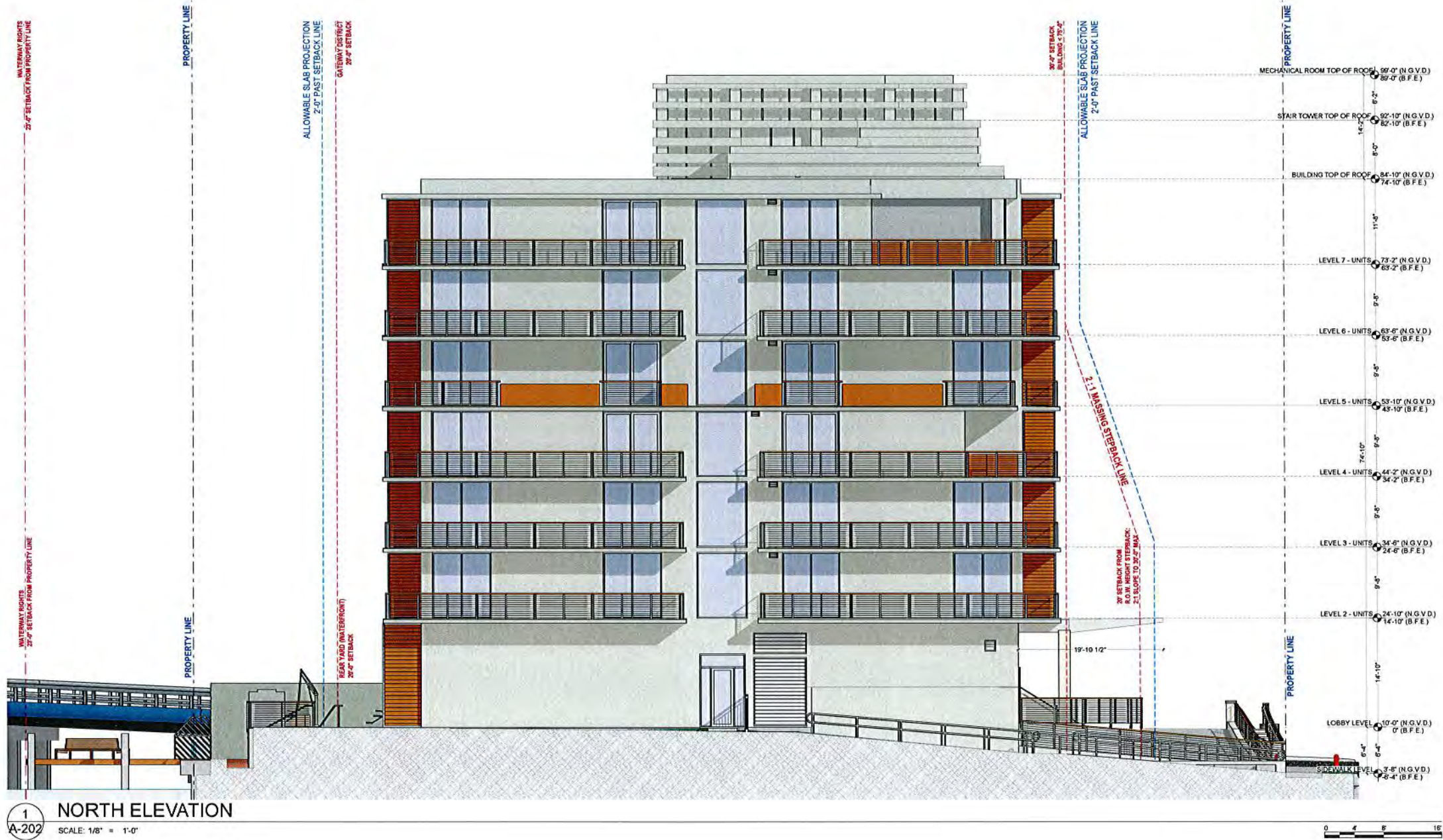
WEST ELEVATION

No.	REVISION	DATE
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A-201

ELEVATIONS

R. DATE 10/15/2015



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

NORTH ELEVATION

No. REVISION DATE

A-202

ELEVATIONS
DATE
10/15/2015

CONSULTANT:
CARINO & CO.
ARCHITECTURE - FLORIDA
1000 N. GULF BLVD.
SUITE 100
FORT LAUDERDALE, FL 33309
(954) 575-1100
www.carinoandco.com

ARCHITECT:
JOHN C. CARINO
AIA 70663

DEVELOPMENT
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Suite 100
Surfside, FL 33154
info@mbdevelopment.net

SEAL

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BM Server: BIMSERVER-01 - BM Server - 19 Bay Harbor Bay Harbor

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

ALLOWABLE SUB PROJECTION
2'-0" PAST SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE
1:3 MASSING SETBACK LINE

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

NOTE: SEE DETAILS ON SHEET A-2006
FOR SETBACK PENETRATIONS

1
A-203
EAST ELEVATION
SCALE: 1/8" = 1'-0"

0 4 8 16

MECHANICAL ROOM TOP OF ROOF 59'-0" (N.G.V.D.)
59'-0" (B.F.E.)
STAIR TOWER TOP OF ROOF 52'-10" (N.G.V.D.)
52'-10" (B.F.E.)
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)
LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)
LEVEL 6 - UNITS 63'-4" (N.G.V.D.)
53'-4" (B.F.E.)
LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)
LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)
LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)
LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)
LOBBY LEVEL 10'-0" (N.G.V.D.)
0" (B.F.E.)
SEAWALL CAP LEVEL 4'-6" (N.G.V.D.)
-4'-6" (B.F.E.)

Architect:
JOHN K. CARINO
AR 16403

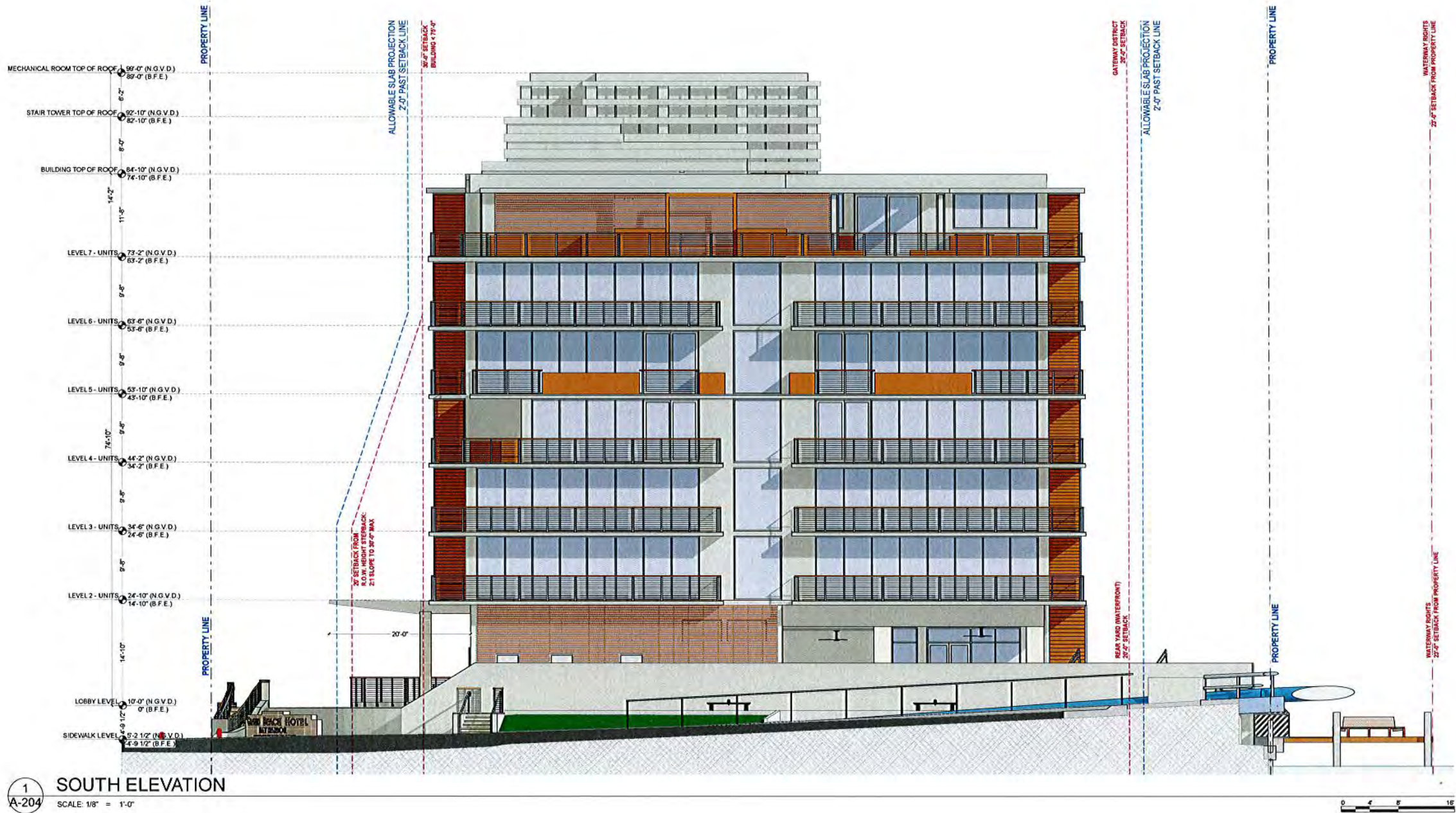
CONSULTANT:

CARINO & CO.
ARCHITECTS & PLANNERS
1001 N. MIAMI AVE., SUITE 1000
MIAMI, FL 33136
TEL: 305.372.1111
WWW.CARINOANDCO.COM

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
EAST ELEVATION

16 REVISION DATE

A-203
ELEVATIONS
R. DATE 10/15/2015



Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SOUTH ELEVATION

No. REVISION DATE

A-204

ELEVATIONS

R. DATE
10/15/2015

Architect:
JOHN K. CARINO
AR 96403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SOUTH ELEVATION

No. REVISION DATE

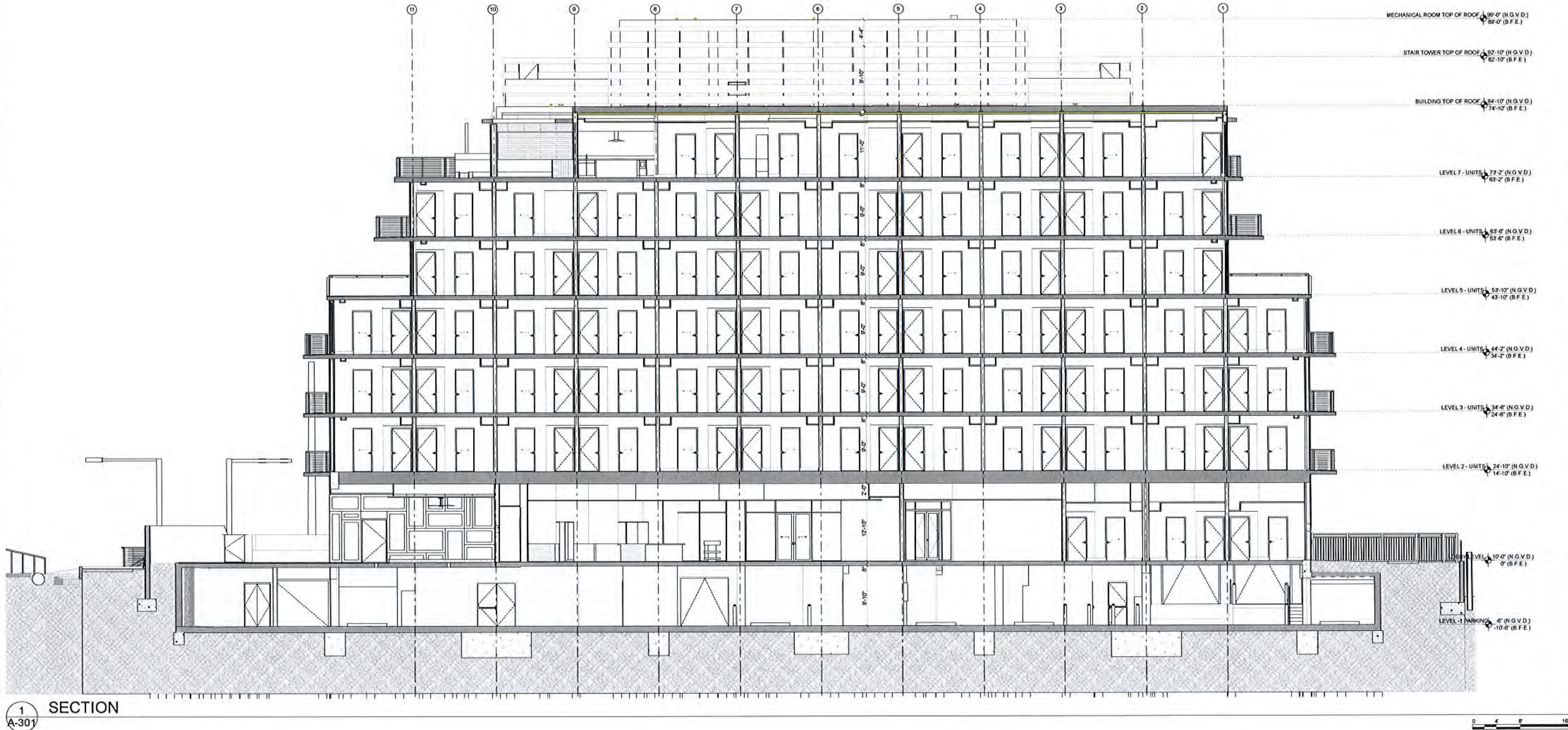
A-204

ELEVATIONS

R. DATE
10/15/2015

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BIM Server: BIMSERVER - BIM Server 10/04/2015 10:04:00 AM



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Suite 100, FL 33154
PH: 305.444.4444
WWW.MBDEVELOPMENT.COM

Architect:
JOHN K. CARINO
A.S. 96403

CONSULTANT:
CARINO & CO.
ARCHITECTURAL - BUILDING
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Suite 100, FL 33154
PH: 305.444.4444
WWW.MBDEVELOPMENT.COM

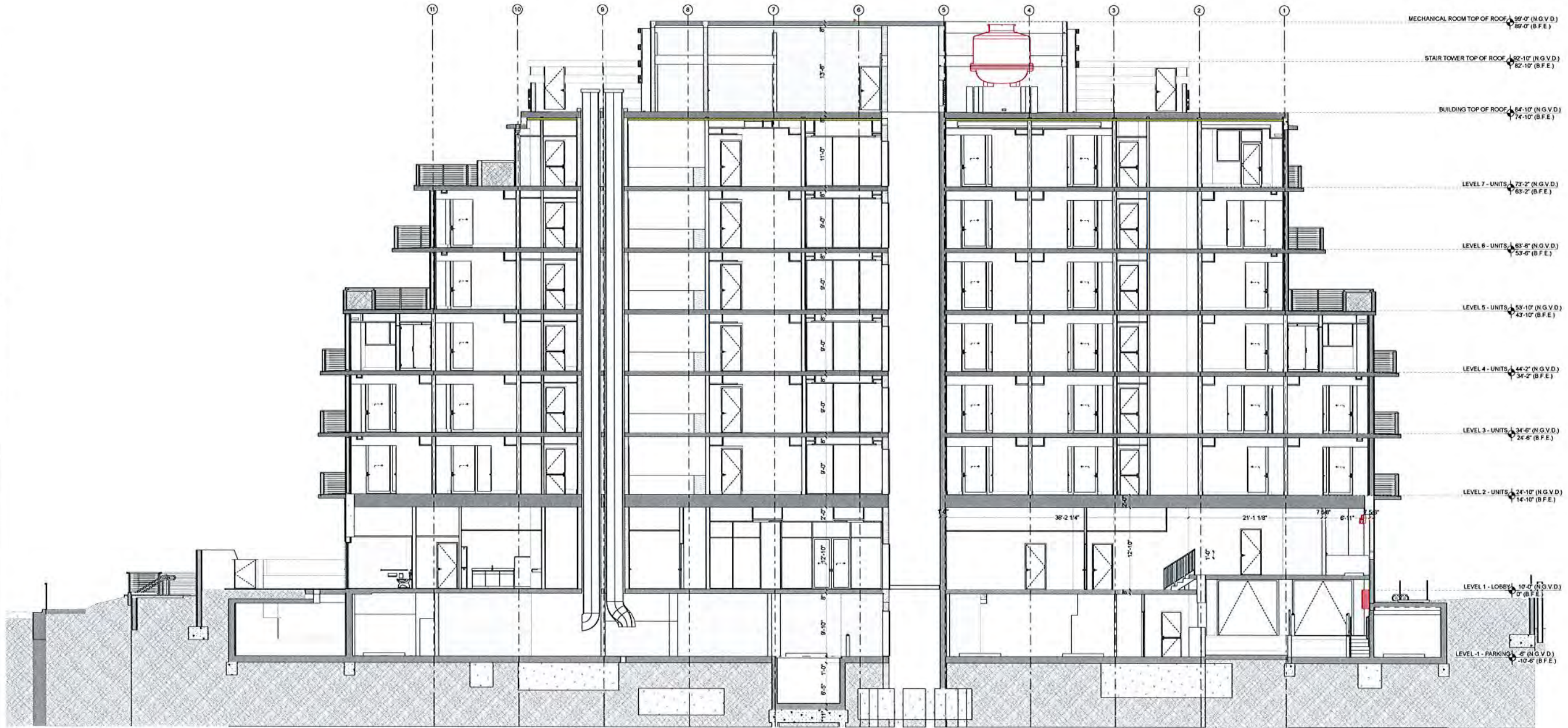
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

No. REVISION DATE

A-301
N-S
DATE
1/20/2015

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BIM Server: BIMSERVEREX - BIM Server - 10/09/2015 Harbor Bay Harbor



1 SECTION
A-302



SEAL

Architect:
JOHN K. CARNO
AR 96403

CONSULTANT:



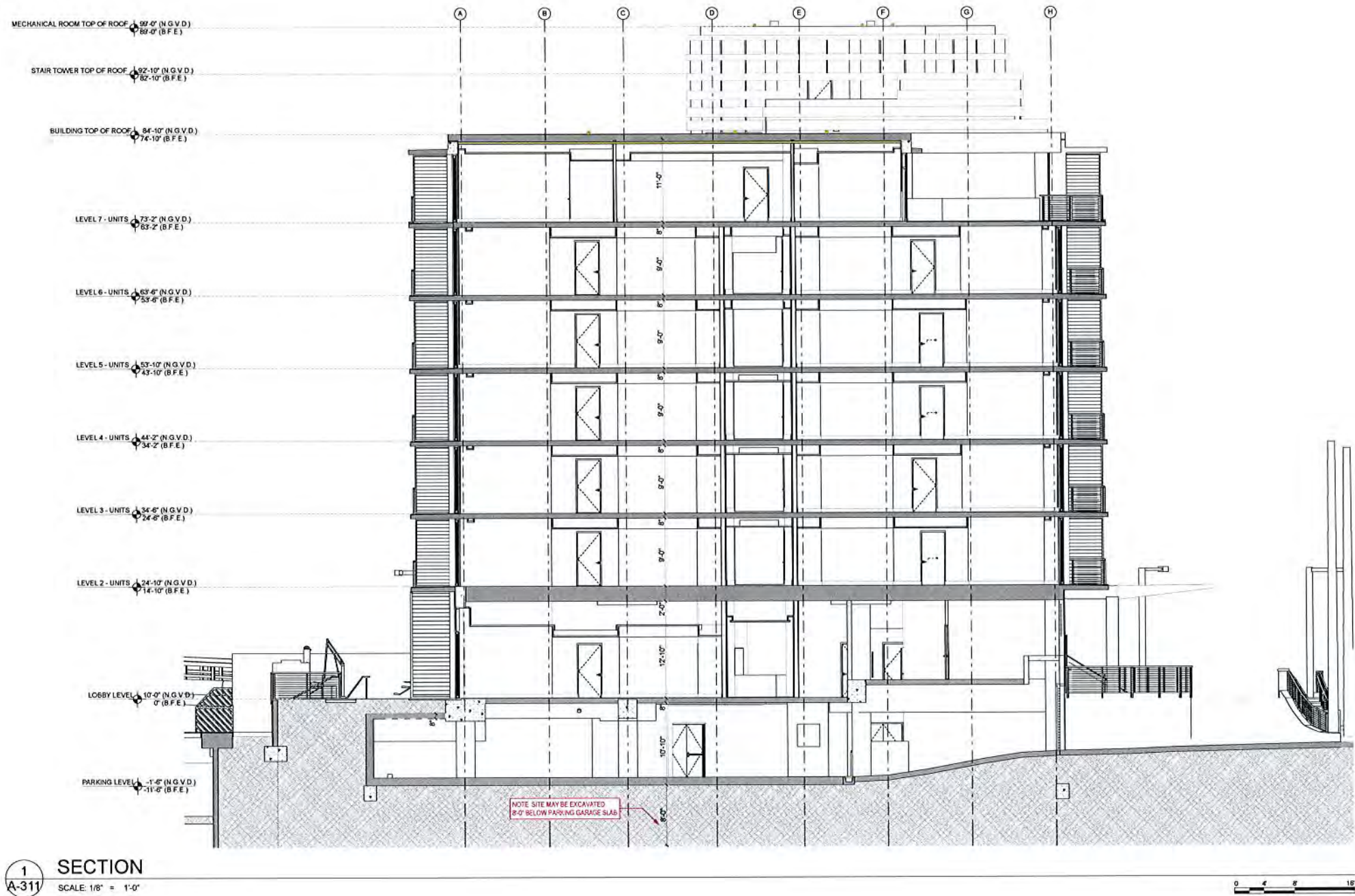
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

SECTIONS

NO.	REVISION	DATE
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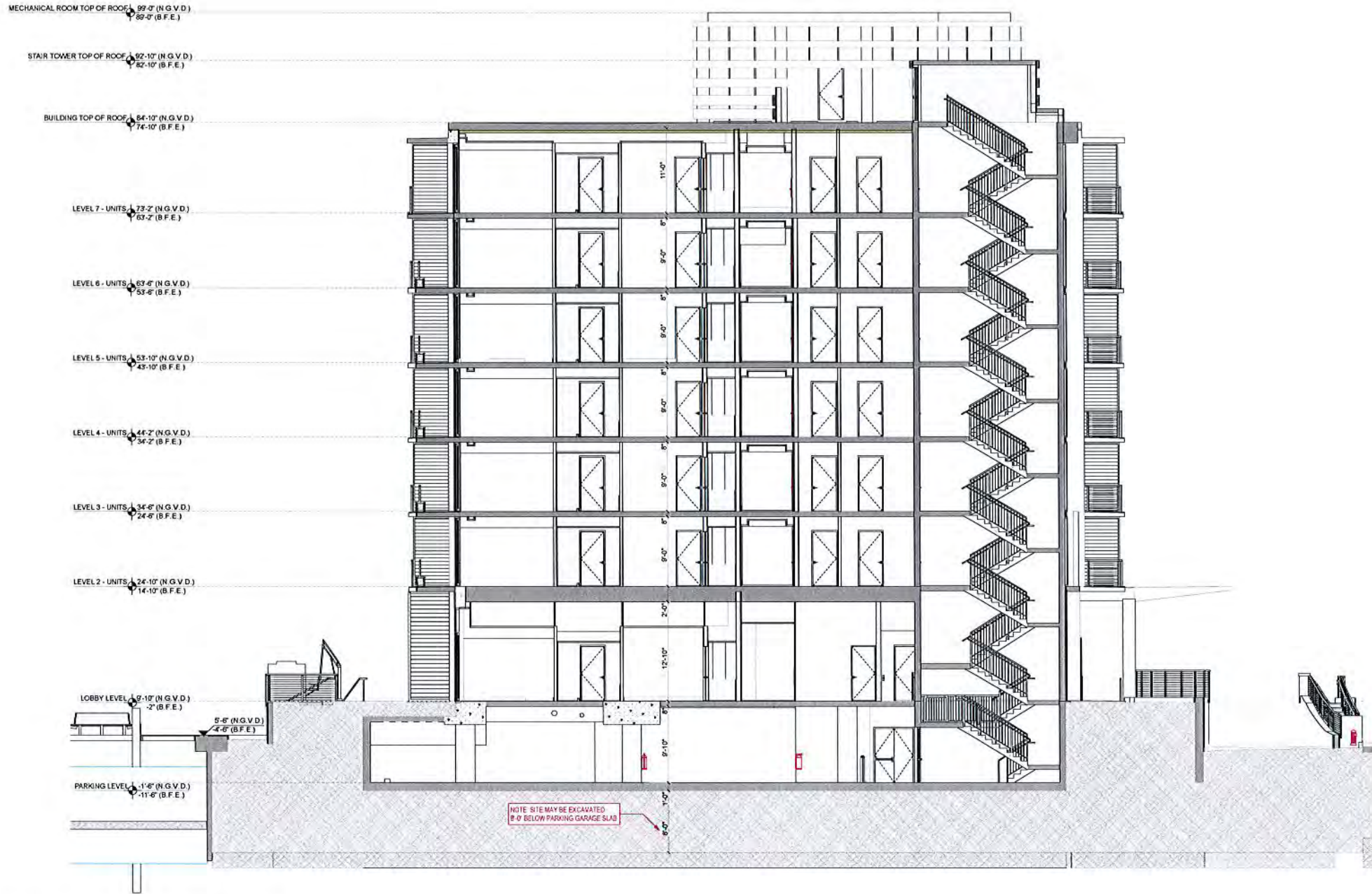
A-302

N-S
DATE
10/15/2015



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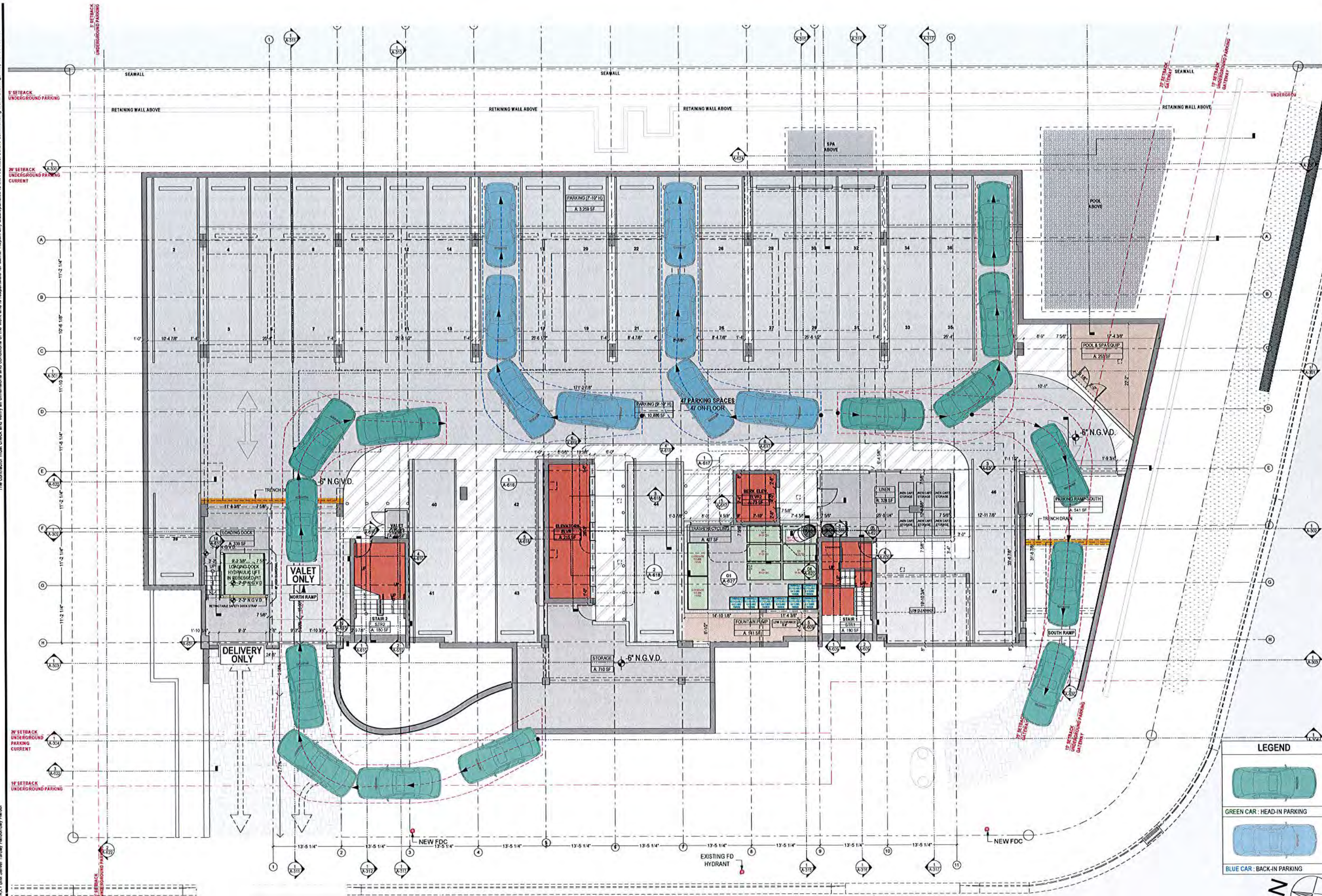
BIM Server: BIMSEVEREX - BIM Server 100Bay HarborBay Harbor



1 EAST - WEST SECTION
A-312 SCALE: 1/8" = 1'-0"

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BM Server: EMERGEVETEX - BM Server: 1024x HarborBay Harbor



1 VALET PARKING DIAGRAM
A-619 SCALE: 1/8" = 1'-0"

DEVELOPMENT
9418 Collins Ave.,
Suite 100, FL 33154
info@development.net

ARCHITECT
JOHN R. BENO
AP 96423

CONSULTANT

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TEL: 305.555.1234
WWW.CARINOANDCO.COM

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

VALET PARKING DIAGRAM

No. REVISION DATE

LEGEND

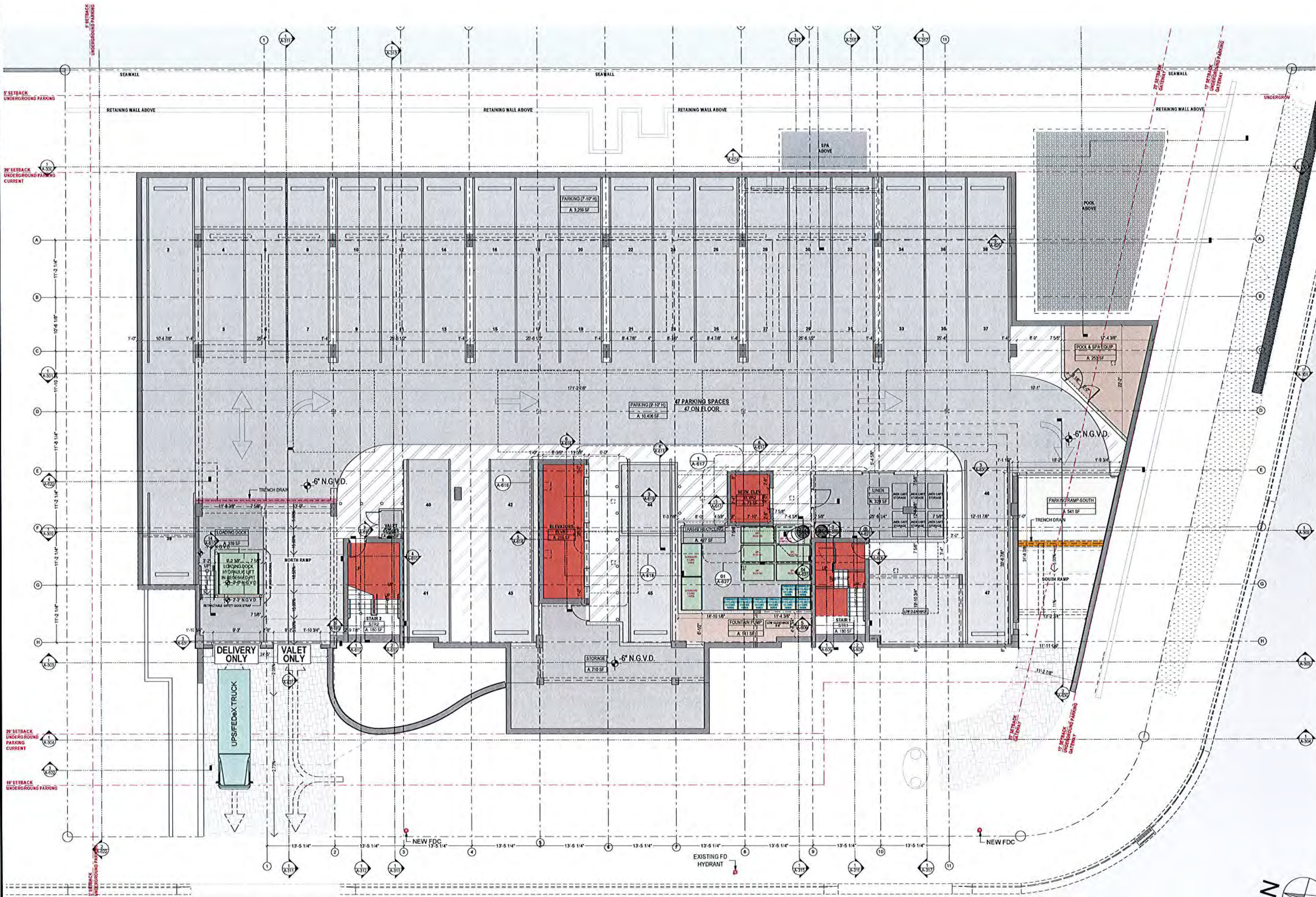
- GREEN CAR : HEAD-IN PARKING
- BLUE CAR : BACK-IN PARKING



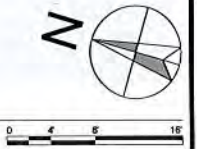
A-619
DETAILS
DATE 10/29/2015

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BM Server: BINDER/ERYK - BM Server: 1910 Bay Harbor/Bay Harbor



BIM Server: BIMSERVERX - BIM Server 19 Bay Harbor/Bay Harbor



Paul Cofrancesco
Sales Manager
Waste Management Inc. of Florida
2125 NW 10TH CT
Miami, FL 33127
Tel 305 479 0891
pcofranc@wm.com

CARINO & Co.
ARCHITECTS • DESIGN

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ARCHITECT
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NORTH

7000 PINE BLVD.
SUITE 800 EL PASO TEXAS
79905-6000 TEL: 915.782.1111
WWW.CARINOCORP.COM
OFFICE@CARINOCORP.COM

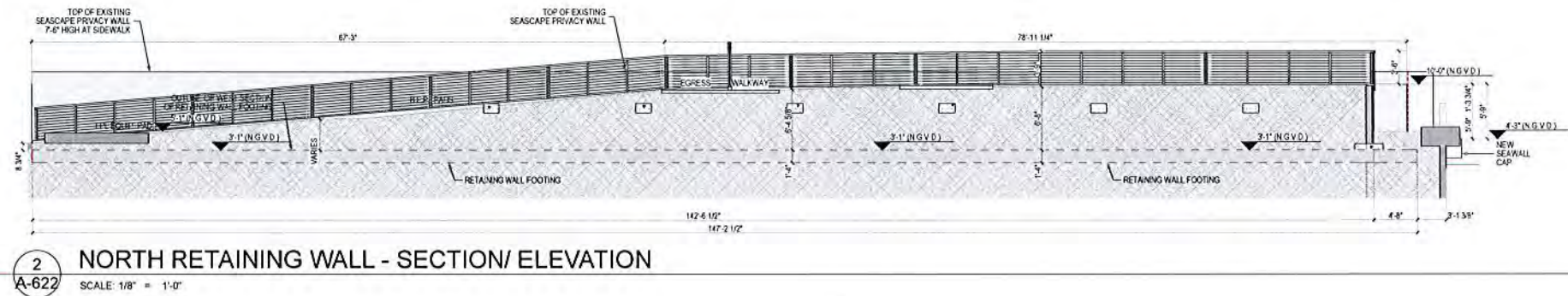
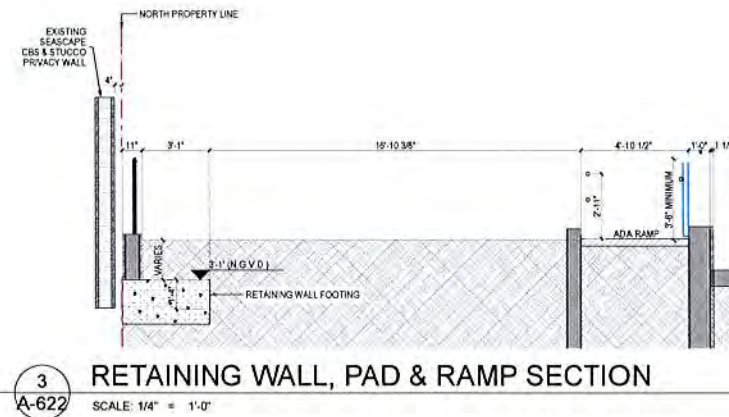
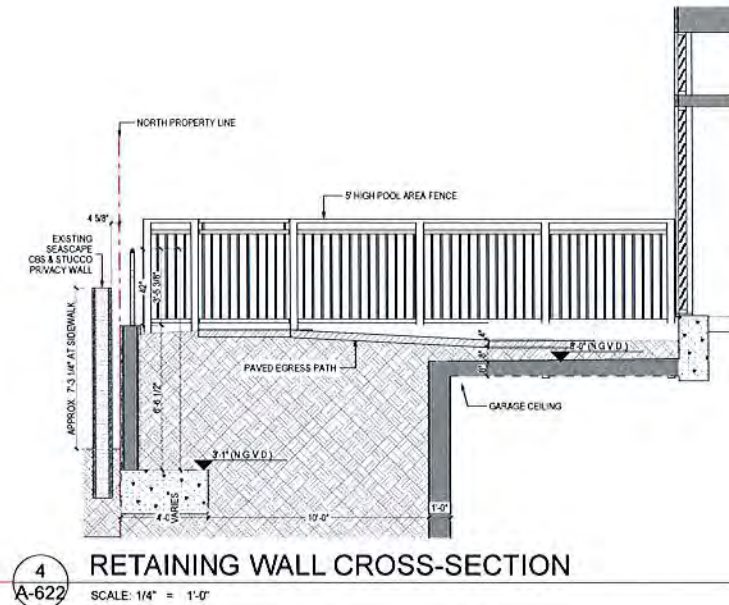
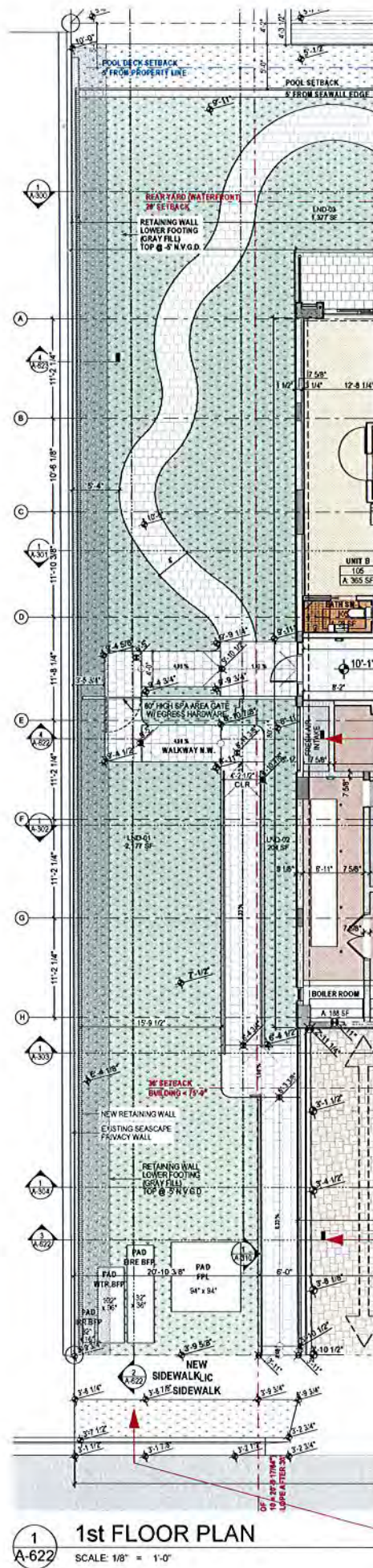
GARBAGE / RECYCLING PICK-UP PROCESS

DETAILS

DATE
10/15/2015

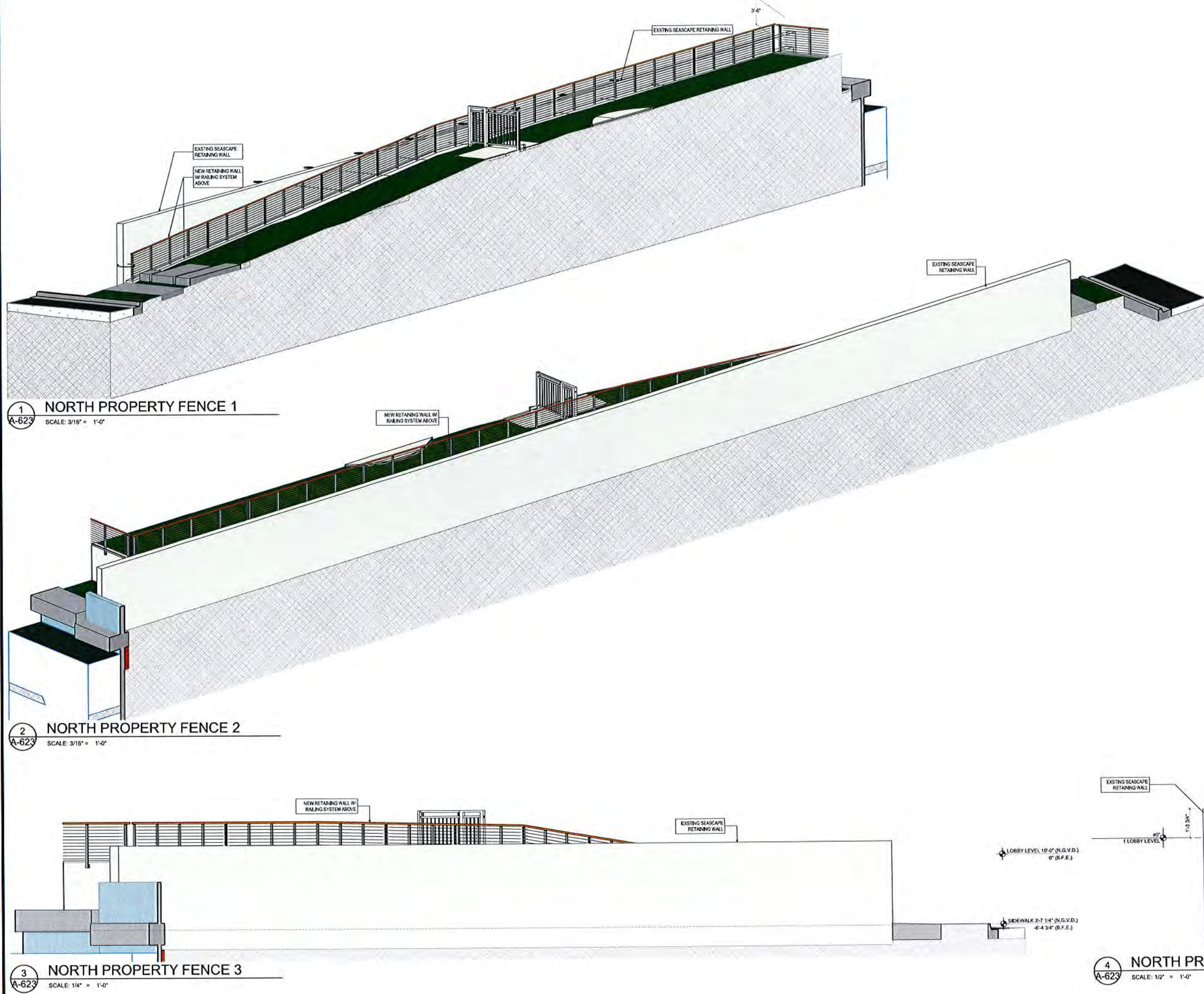
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WM Series: BIMSENDERX - BIM Series: 10/04/2015 Harbor Bay Harbor



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BM Server: BIMSERVER-1, BM Server: 185Bay Harbor/Harbor



DEVELOPMENT
9418 COBB AVE.
SUITE 104
FARMINGDALE, NY 11735

SEAL:
ARCHITECT
JOHN CARINO
AR 96403

CONSULTANT:
CARINO & CO.
ARCHITECTS & PLANNERS
1000 N. W. 10TH AVE.
SUITE 100
MIAMI, FL 33136
(305) 571-1111
WWW.CARINOANDCO.COM

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
NORTH PROPERTY LINE FENCE

NO.	REVISION	DATE
-----	----------	------

A-623

DETAILS
DATE
10/15/2015

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BIM Server: BIMSERVERX - BIM Server: 10/15/2015 Harbor/Bay Harbor

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

1 ROOF SCREEN : WEST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

2 ROOF SCREEN : EAST ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

3 ROOF SCREEN : SOUTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)
89'-0" (B.F.E.)
6'-2"
14'-2"
8'-0"
STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)
14'-2"
8'-0"
BUILDING TOP OF ROOF 84'-10" (N.G.V.D.)
74'-10" (B.F.E.)

4 ROOF SCREEN : NORTH ELEVATION
A-626 SCALE: 3/16" = 1'-0"

10 9 8 7 6 5 4 3 2 1
13'-6"
5 ROOF SCREEN : NORTH - SOUTH SECTION
A-626 SCALE: 1/8" = 1'-0"

6 ROOF SCREEN : EAST - WEST SECTION
A-626 SCALE: 1/8" = 1'-0"

DEVELOPMENT
9418 Collins Ave.
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Architect:
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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

TOP OF ROOF SCREEN & MECHANICAL ROOM DETAILS

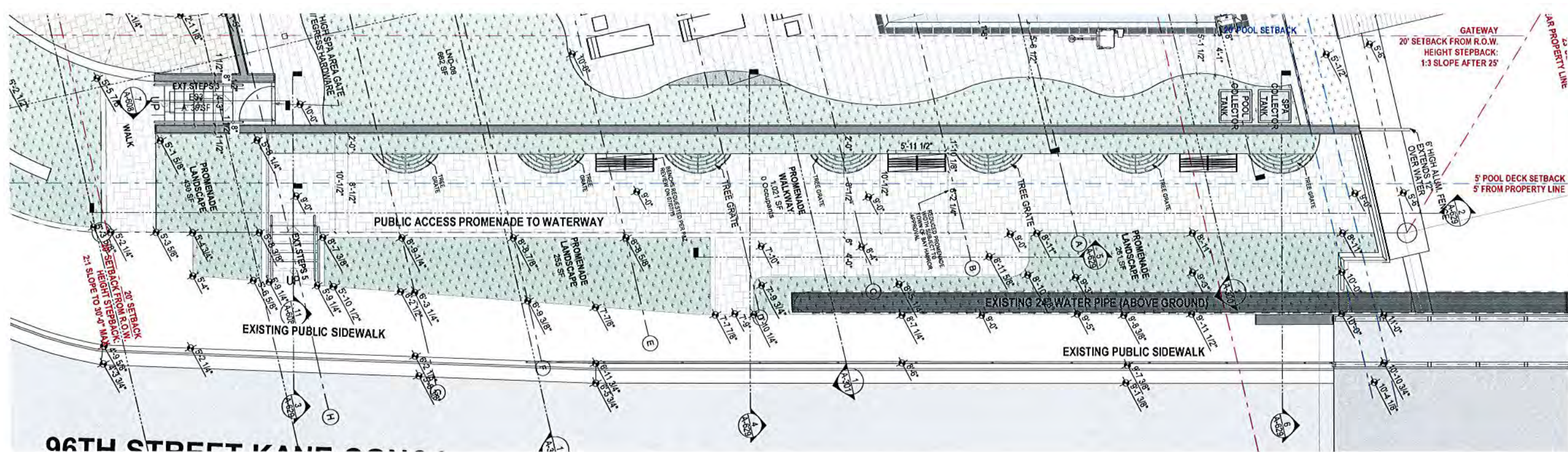
No. REVISION DATE

A-626

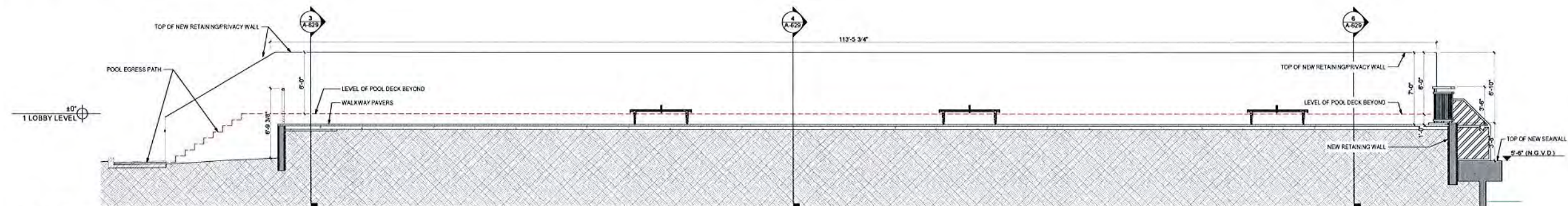
DETAILS
R. DATE
10/15/2015

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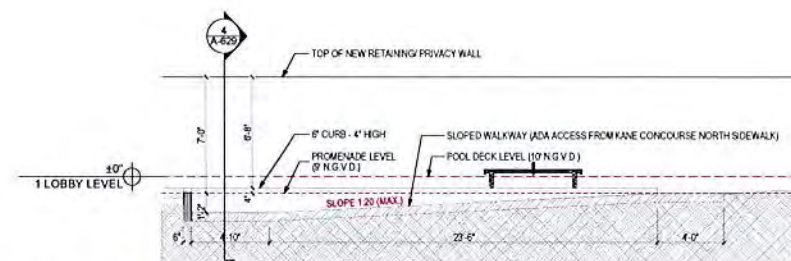
BIM Server: BIMSERV-001 - BIM Server: 100 Bay Harbor Blvd



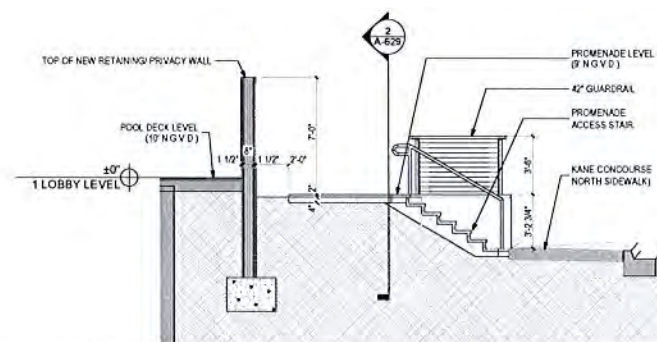
1 1st FLOOR PLAN
A-629 SCALE: 3/16" = 1'-0"



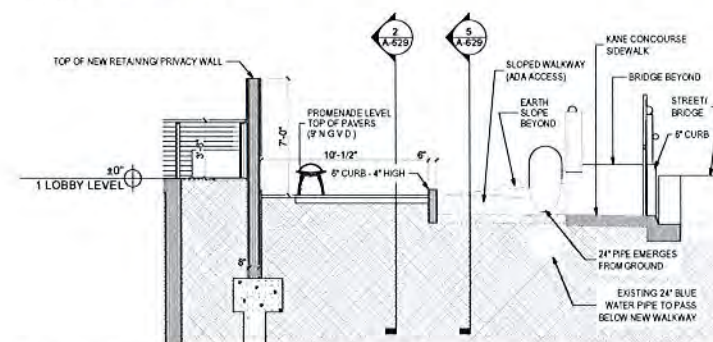
2 Public Promenade-Long E-W Section
A-629 SCALE: 3/16" = 1'-0"



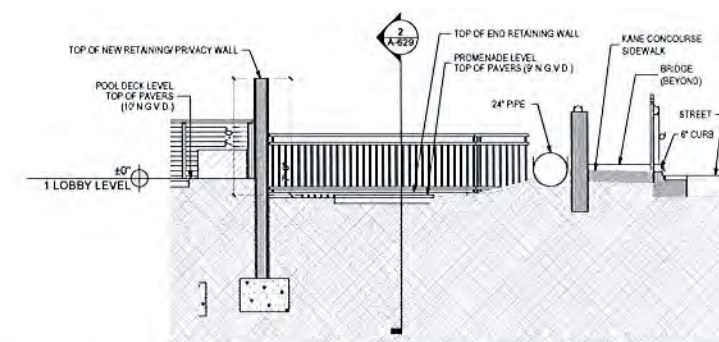
5 Public Promenade-ADA Access E-W Section
A-629 SCALE: 3/16" = 1'-0"



3 Public Promenade-West End N-S Section
A-629 SCALE: 3/16" = 1'-0"



4 Public Promenade-ADA Access N-S Section
A-629 SCALE: 3/16" = 1'-0"



6 Public Promenade-East End N-S Section
A-629 SCALE: 3/16" = 1'-0"

DEVELOPMENT
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AR 96403

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ARCHITECTURE & DESIGN
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(305) 673-1111

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

PUBLIC PROMENADE

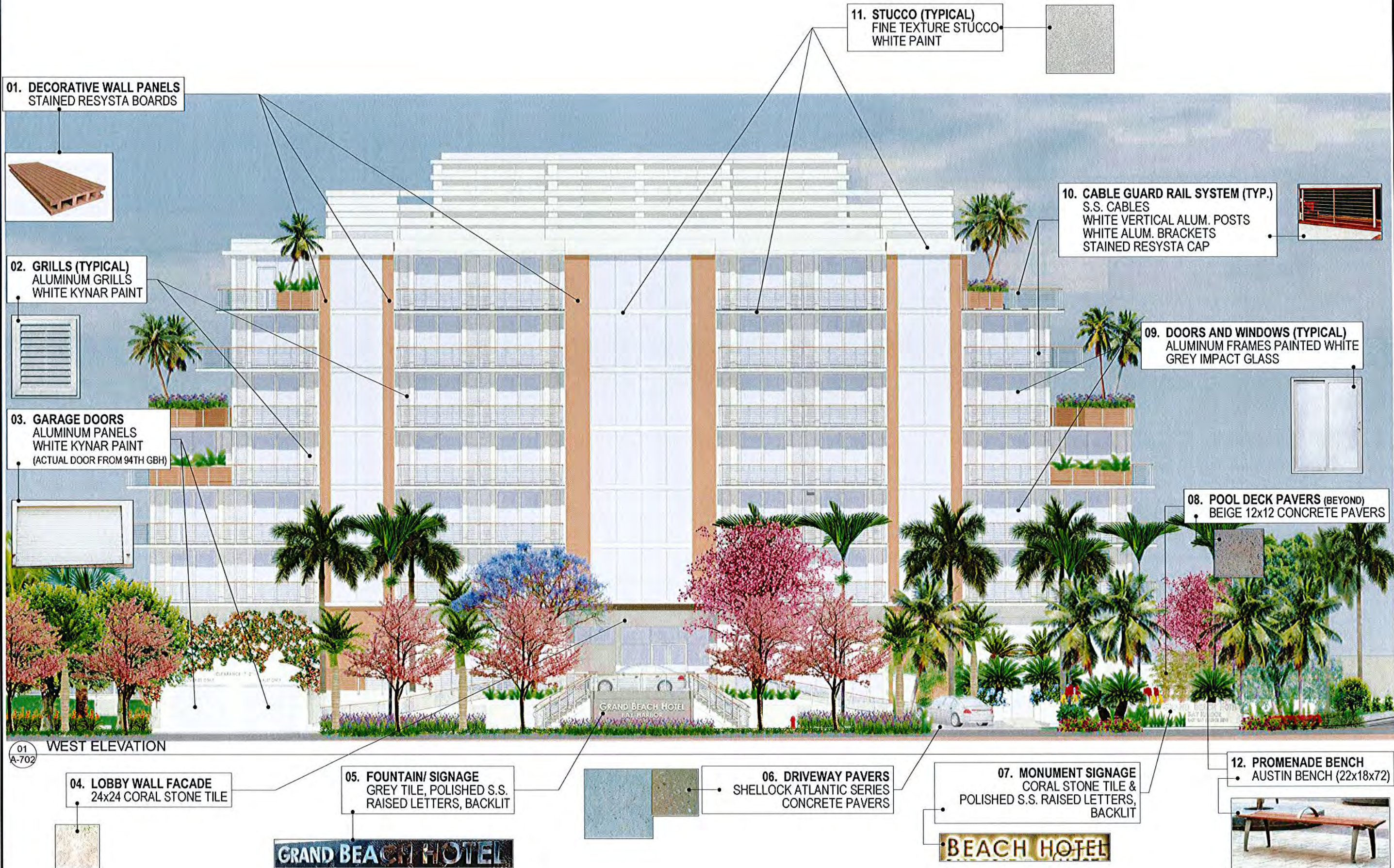
No. REVISION DATE

A-629

DETAILS
DATE
10/15/2015

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BM Server: BMASERVERX - BM Server: 10/15/2015 Harbor/Bay Harbor



01 WEST ELEVATION
A-702



DEVELOPMENT
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AR 96403

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SEAL:

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

EXTERIOR BUILDING MATERIALS & FINISHES

No.	REVISION	DATE

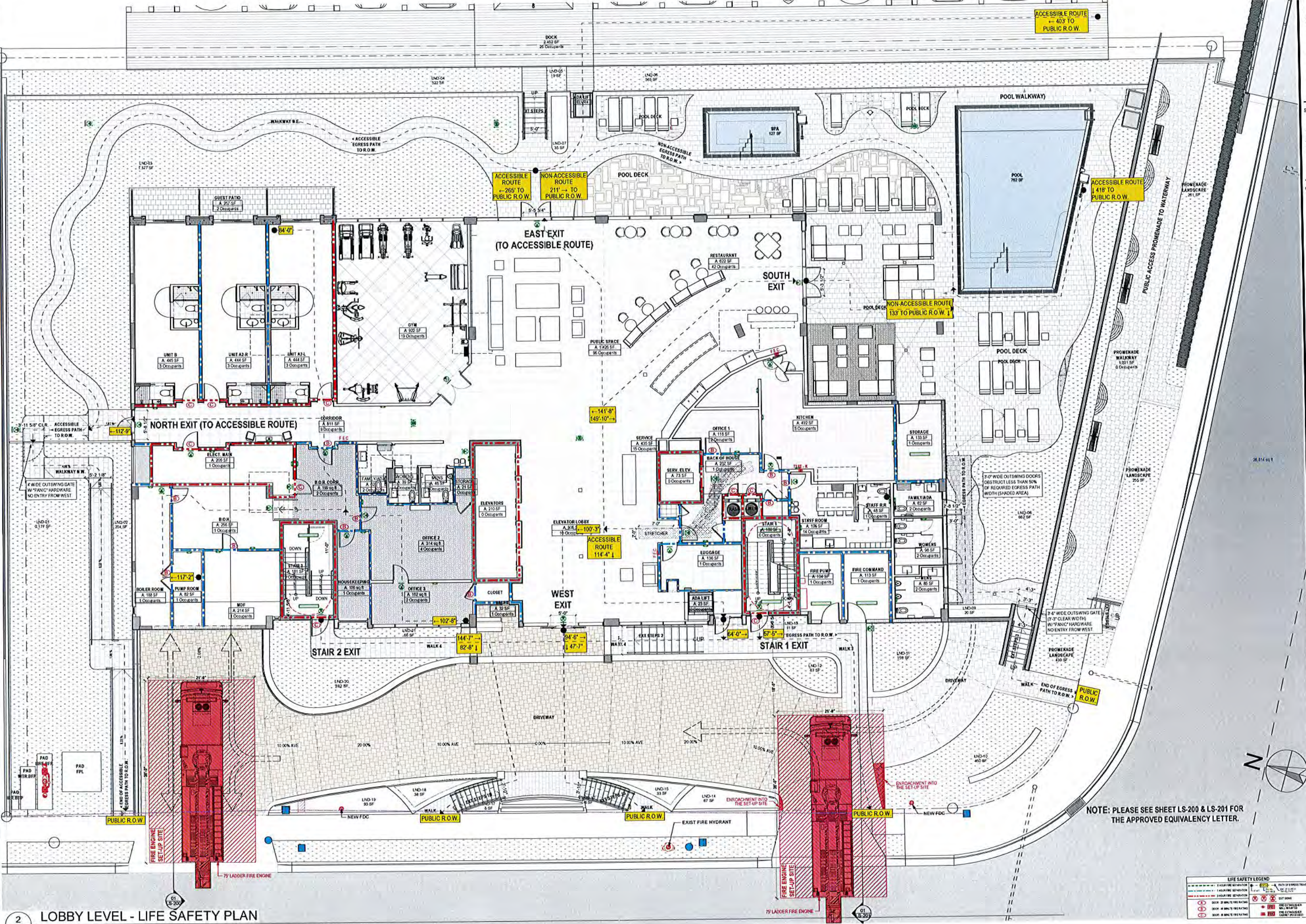
A-702
SCHEDULES &
DIAGRAMS
DATE
10/15/2015

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3111 Server, BMSERVER-01, BMServer, 10/15/2015, Harbor Bay Harbor

LOBBY LEVEL - LIFE SAFETY PLAN

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



LIFE SAFETY LEGEND	
	1-Hour Fire Separation
	2-Hour Fire Separation
	3-Hour Fire Separation
	4-Hour Fire Separation
	5-Hour Fire Separation
	6-Hour Fire Separation
	7-Hour Fire Separation
	8-Hour Fire Separation
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	94-Hour Fire Separation
	95-Hour Fire Separation
	96-Hour Fire Separation
	97-Hour Fire Separation
	98-Hour Fire Separation
	99-Hour Fire Separation
	100-Hour Fire Separation

DEVELOPMENT

9418 CORNWALL AVE.
SUITE 100, FL 33154
info@mbdevelopment.net

Architect:

JOHN K. CARINO
AR 96403

CONSULTANT:

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SEAL:

GRAND BEACH HOTEL BAY HARBOR ISLANDS,
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LOBBY LEVEL LIFE SAFETY PLAN

REVISION DATE

LS-101

LIFE SAFETY

DATE
10/15/2015

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BIM Server: BIMSERVER\CEV - BIM Server - 150 Bay Harbor Bay Harbor

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami-Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

Request:

Grand Beach Hotel in Bay Harbor is requesting the Authority Having Jurisdiction approval for increased Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements (Aerial Apparatus Set-Up Sites section) requirement and the Florida Fire Prevention Code for the property located at 9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154, a proposed hotel.

Description and History:

The proposed subject building is a 7 story hotel with 99 guest rooms. The building has full sprinkler protection throughout. On the North side of the property is the "Seascape Condominium". On the East side is Indian Creek Waterway, and to the South side is Kane Concourse. The South side is jeopardized due to the following: 1) has 2 projections not allowing the setup area requirement of 21' X 36', 2) has the beginning of a slope, and 3) has FPL power lines overhead. Therefore, Aerial Apparatus Setup Site would only be accessible along the East side of the building on Bay Harbor Drive. This does not comply with the Aerial Apparatus Set-Up Sites section within the Miami-Dade Fire Rescue Access Road requirements and the Florida Fire Prevention Code, NFPA 1, Chapter 18, 2010 Edition.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

Aerial Apparatus Set-Up Sites

- Sites shall be provided at the corner of each building over three stories in height and at the approximate center of buildings in excess of 125 feet in length for firefighting operations.
- Sites shall be no closer than 10 feet and no further than 30 feet from any building. Each site shall be a minimum 21 feet wide and 36 feet long with a cross slope no greater than 5 percent.
- Site shall comply with the requirements of the emergency vehicle support capabilities above and also capable of withstanding any point forces resulting from outriggers.

2013 Florida Fire Prevention Code, NFPA 1: 18: 2.3, Fire Department Access Roads requires the following:

NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- Stair width increased to 48" per flight and having 36" doors.
- Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1, F.F.P.C. for apartments and hotels is not allowed).
- Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- Pressurized, enclosed 1 hour rated lobby.

Comments:

None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	G. Ulloa, CFO Fire Prevention Division OIC
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	A. Cominsky, Fire Marshal Fire Prevention Division

MECHANICAL ROOM TOP OF ROOF 99'-0" (N.G.V.D.)

STAIR TOWER TOP OF ROOF 92'-10" (N.G.V.D.)
82'-10" (B.F.E.)

BUILDING TOP OF ROOF 83'-11 3/4" (N.G.V.D.)
73'-11 3/4" (B.F.E.)

LEVEL 7 - UNITS 73'-2" (N.G.V.D.)
63'-2" (B.F.E.)

LEVEL 6 - UNITS 63'-6" (N.G.V.D.)
53'-6" (B.F.E.)

LEVEL 5 - UNITS 53'-10" (N.G.V.D.)
43'-10" (B.F.E.)

LEVEL 4 - UNITS 44'-2" (N.G.V.D.)
34'-2" (B.F.E.)

LEVEL 3 - UNITS 34'-6" (N.G.V.D.)
24'-6" (B.F.E.)

LEVEL 2 - UNITS 24'-10" (N.G.V.D.)
14'-10" (B.F.E.)

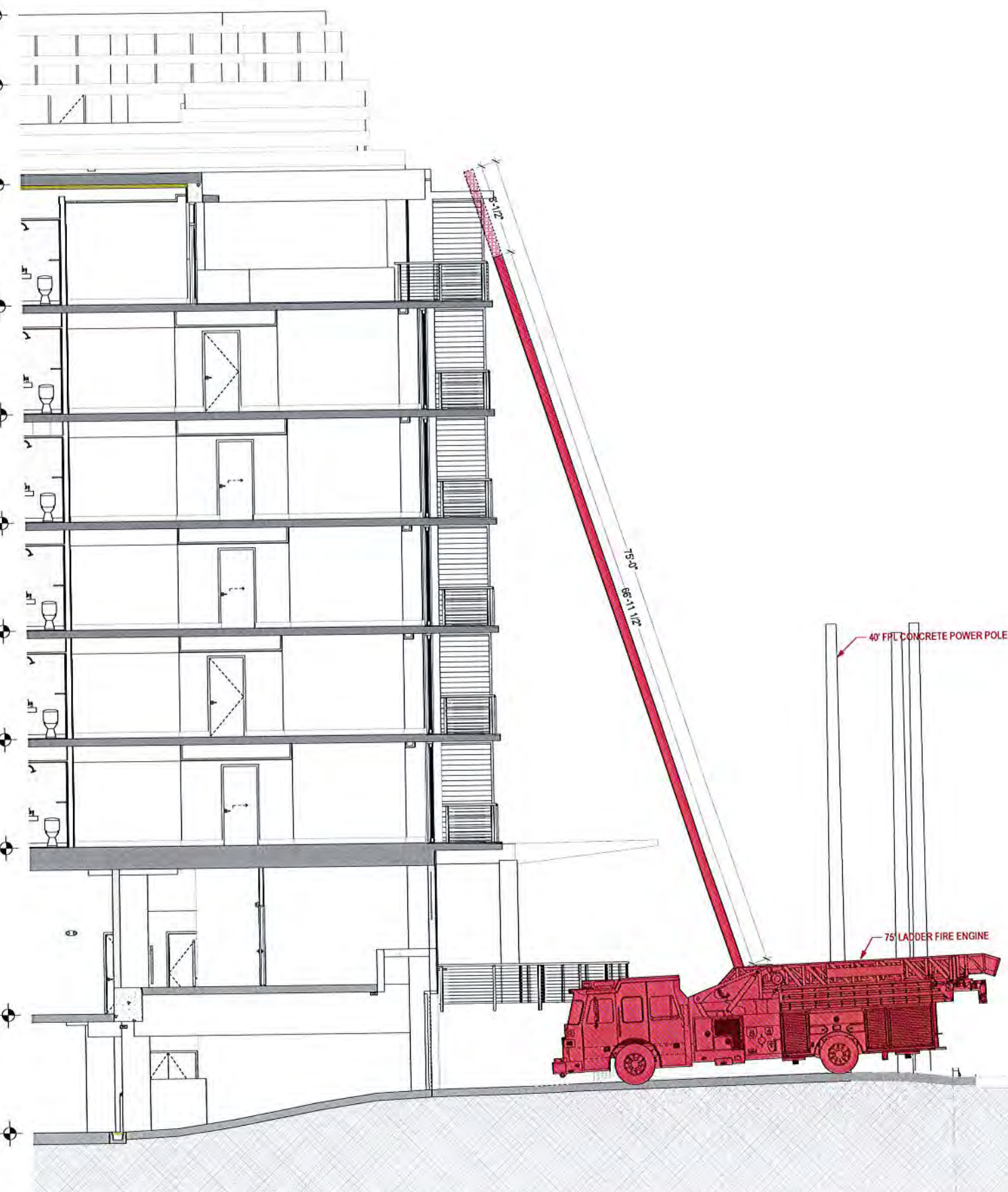
LOBBY LEVEL - GROUND FLOOR 10'-0" (N.G.V.D.)
0" (B.F.E.)

PARKING LEVEL - GARAGE-6" (N.G.V.D.)
-10'-6" (B.F.E.)

01
LS-200

75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW

SCALE: 3/16" = 1'-0"



DEVELOPMENT
9418 Collins Ave.
Suite 100, Ft. 33154
info@mbdevelopment.net

ARCHITECT
JOHN R. TOLSON
AIA 95483

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

FIRE ENGINE NORTH DRIVEWAY SET-UP SECTION VIEW

No. REVISION DATE

LS-200

LIFE SAFETY DETAILS /
SECTIONS

R. DATE
10/15/2015

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BM Server: BMSERVER - BM Server: 100Bay HarborBay Harbor

Memorandum



Date: April 9, 2015
To: Alan Cominsky, Division Chief
Miami Dade Fire Marshal
From: Tony Tola, Bureau O.I.C.
Fire Engineering & Water Supply Bureau
Subject: Modification of Code Requirement-Grand Beach Hotel-Bay Harbor
9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154

Request:

Grand Beach Hotel in Bay Harbor is requesting the Authority Having Jurisdiction approval for increased Life Safety features that will serve as equivalencies for non-compliance with provisions of Miami-Dade Fire Rescue Access Road Requirements (Aerial Apparatus Set-Up Sites section) requirement and the Florida Fire Prevention Code for the property located at 9601 East Bay Harbor Dr., Bay Harbor Islands, FL 33154, a proposed hotel.

Description and History:

The proposed subject building is a 7 story hotel with 99 guest rooms. The building has full sprinkler protection throughout. On the North side of the property is the "Seascape Condominium". On the East side is Indian Creek Waterway, and to the South side is Kane Concourse. The South side is jeopardized due to the following: 1) has 2 projections not allowing the setup area requirement of 21' X 36', 2) has the beginning of a slope, and 3) has FPL power lines overhead. Therefore, Aerial Apparatus Setup Site would only be accessible along the East side of the building on Bay Harbor Drive. This does not comply with the Aerial Apparatus Set-Up Sites section within the Miami-Dade Fire Rescue Access Road requirements and the Florida Fire Prevention Code, NFPA 1, Chapter 18, 2010 Edition.

Code Requirement:

Miami-Dade Fire Rescue Access Road Requirements requires the following:

Aerial Apparatus Set-Up Sites

- Sites shall be provided at the corner of each building over three stories in height and at the approximate center of buildings in excess of 125 feet in length for firefighting operations.
- Sites shall be no closer than 10 feet and no further than 30 feet from any building. Each site shall be a minimum 21 feet wide and 36 feet long with a cross slope no greater than 5 percent.
- Site shall comply with the requirements of the emergency vehicle support capabilities above and also capable of withstanding any point forces resulting from outriggers.

2013 Florida Fire Prevention Code, NFPA 1: 18.2.3, Fire Department Access Roads requires the following:

NFPA 1: 18.2.3.1.4: When fire department access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades, or other similar conditions, the AHJ shall be authorized to require additional fire protection features.

Recommendation:

I recommend this request be approved.

Justification:

Proposing additional features listed below to comply with Miami-Dade Fire Rescue Access Road-Aerial Apparatus Set-Up Sites requirements due to limited access.

Equivalency Core A: for buildings 4 stories up to 8 stories, less than 75 ft high.

- A1. Stair width increased to 48" per flight and having 36" doors.
- A2. Enclosed two hour fire rated lobbies and 90 minute doors (for fire crews staging).
- A3. Increased unit to unit fire separation to 1 hour, and unit to common areas to 2 hours (Stair enclosure wall rating reduction normally allowed under sec. 7.1.3.2.1. F.F.P.C. for apartments and hotels is not allowed).
- A4. Increase elevator size to 5'3" X 6'8" clear interior dimensions having a minimum capacity of 3,500 lbs with a 48" opening door.
- A5. Strengthen the impact resistance and structural integrity of elevator hoist-ways and exit enclosure wall by using concrete block or poured concrete, no drywall allowed.
- A6. Pressurized, enclosed 1 hour rated lobby.

Comments:

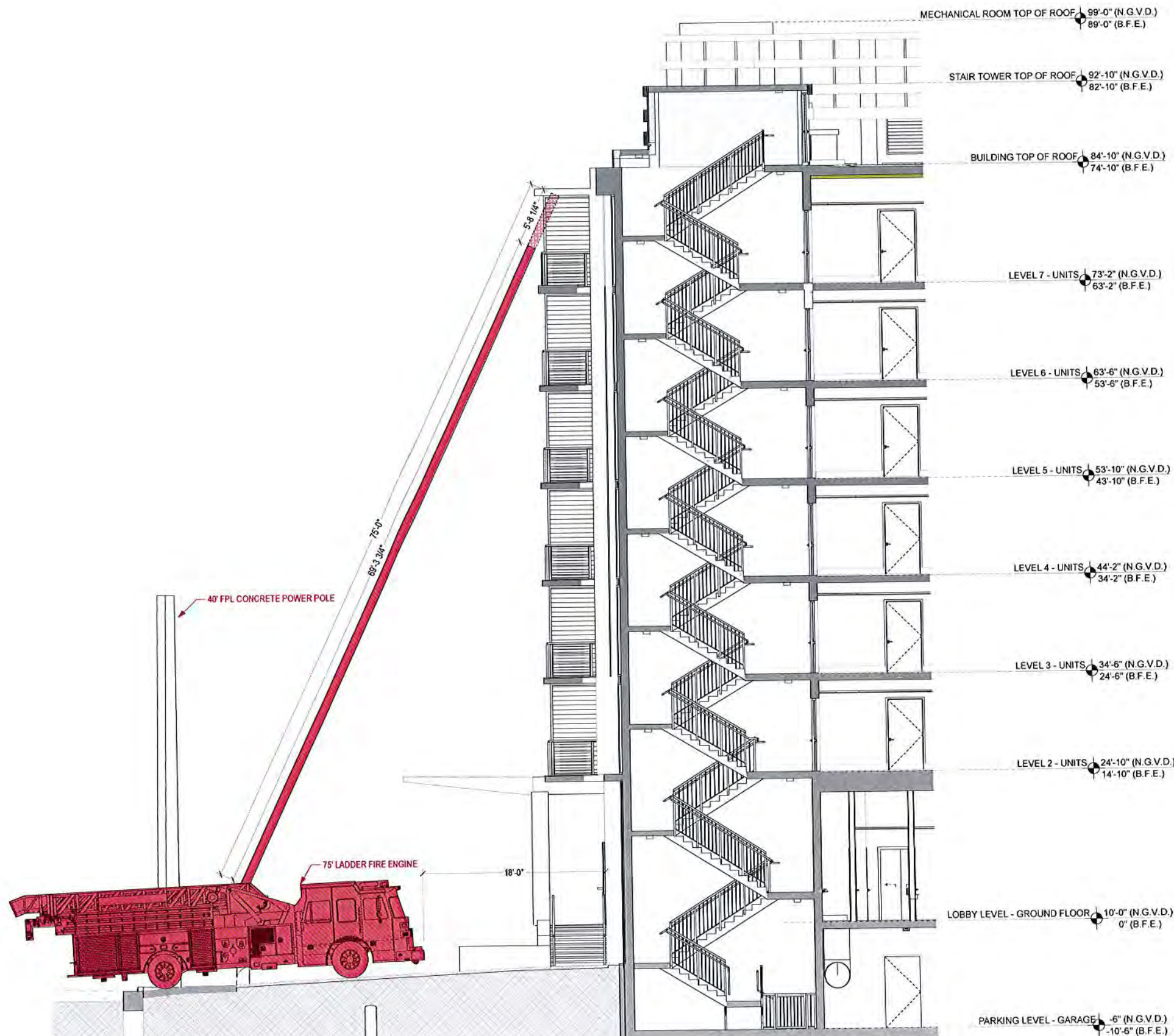
None.

Requirement(s) for Approval:

Complying with the above mentioned equivalencies.

Thank you for your consideration.

Approved	Date	Disapproved
 G. Ulloa, CFO Fire Prevention Division OIC	4/10/15	G. Ulloa, CFO Fire Prevention Division OIC
 A. Cominsky, Fire Marshal Fire Prevention Division	4/10/15	A. Cominsky, Fire Marshal Fire Prevention Division

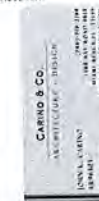


01
S-201
75' LADDER FIRE ENGINE: DRIVEWAY SET-UP SECTION VIEW
SCALE: 3/16" = 1'-0"

DEVELOPMENT
9418 Collins Ave
Surfside, FL 33154
info@mbdevelopment.net

Architect:
JOHN K. CARNO
AS 9403

CONSULTANT:



GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

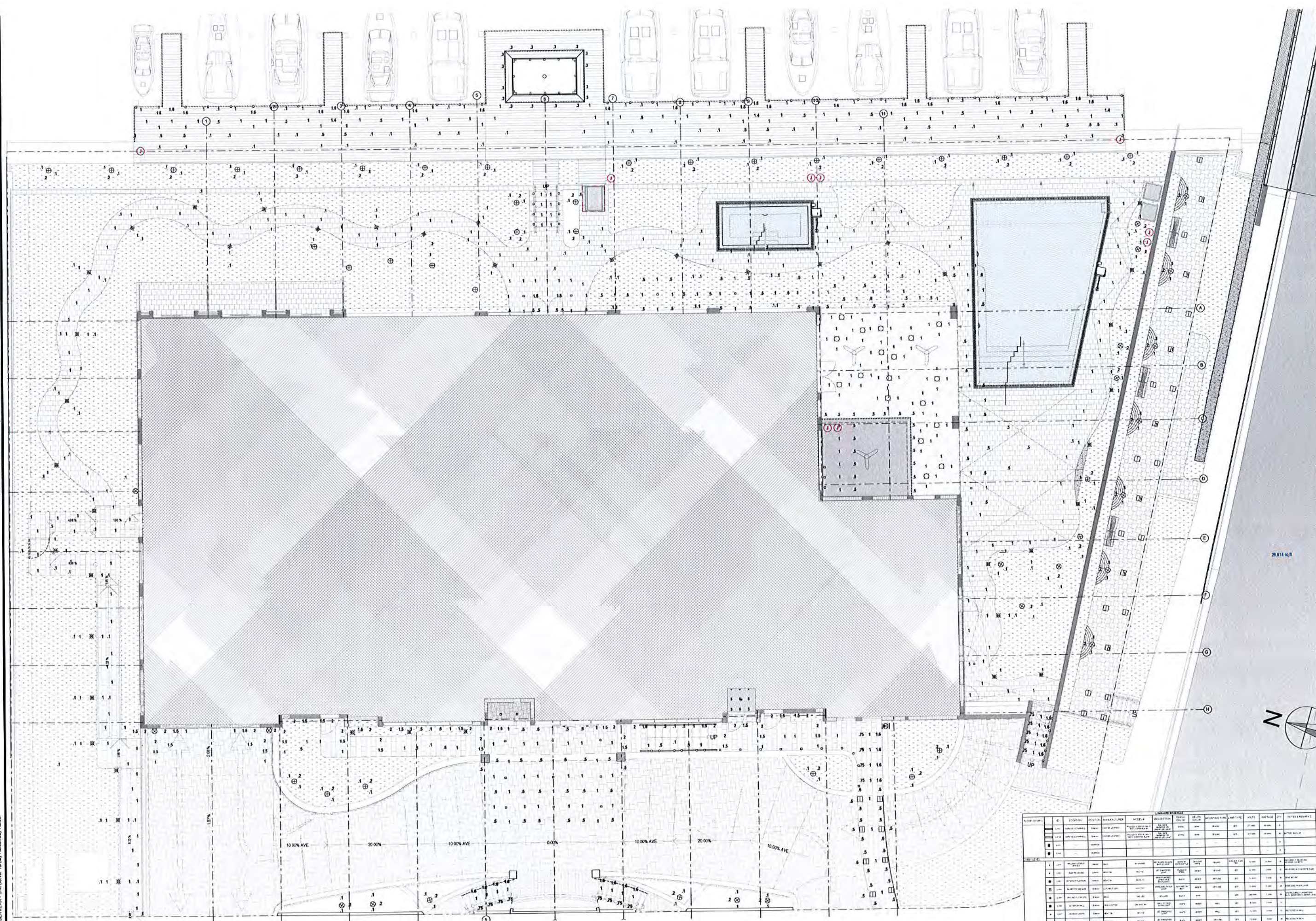
FIRE ENGINE SOUTH DRIVEWAY SET-UP SECTION VIEW

NO REVISION DATE

LS-201
LIFE SAFETY DETAILS /
SECTIONS
R. DATE
10/15/2015

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BM Survey: BMSURVEY - BM Survey: 10 Bay Harbor Bay Harbor



1 GROUND FLOOR LIGHTING PLAN

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

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Miami Beach, FL 33154
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ARCHITECT:
JOHN K. CARINO
AR 96403

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

GROUND FLOOR LIGHTING PLAN

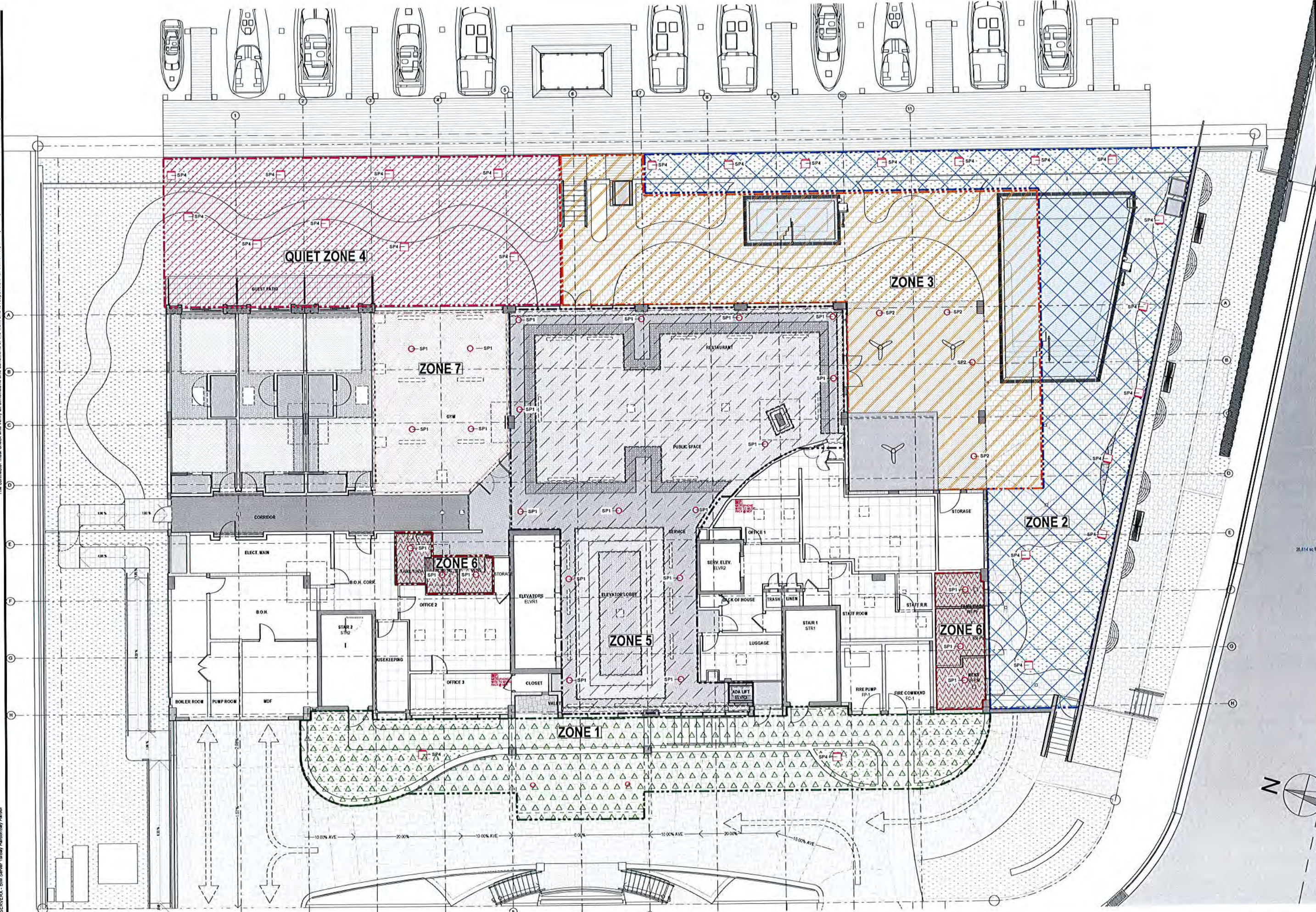
No. REVISION DATE

LIG-101

LIGHTING PLAN
DATE:
10/15/2015

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BM Server: BIMSERVER - BM Server - Lobby - Lobby Bay Harbor



1 LOBBY LEVEL - MUSIC
LV-101M SCALE: 1/8" = 1'-0"

DEVELOPMENT
9418 Collins Ave.
Suite 100
Miami Beach, FL 33154
info@mbdevelopment.net

CONSULTANT:
R.J. MIRANDA
CONSULTANTS, INC.
R.J. MIRANDA P.E. No. 35579
Ph: (305) 310 7648
rmiranda@ucfeng.com

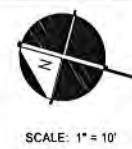
GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 1 - LOBBY | LOW VOLTAGE MUSIC PLAN

No. REVISION DATE

LV-101M

LOW VOLTAGE PLANS
R. DATE 10/15/2015



SCALE: 1" = 10'

LEGEND

- PROPERTY LINE
- PROP. BUILDING
- EXIST. DRAINAGE LINES
- EXIST. WATERMAIN LINE
- EXIST. SANITARY SEWER LINE
- PROP. DRAINAGE LINE
- PROP. YARD DRAIN (YD)
- PROP. STORM MANHOLE
- PROP. DRAINAGE WELL
- FLOW ARROW
- PROP. GRADE
- EXIST. GRADE
- PROP. BRICK PAVERS

NOTES:

- EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NOT EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
- ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
- CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
- ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DOCUMENTS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- CONTRACTOR TO REFER TO ARCHITECT'S PLANS FOR DETAIL ON FINAL SURFACE MATERIALS.
- CONTRACTOR TO DETERMINE ACTUAL LOCATION DRAINAGE PIPE TO THE SEAWALL IN THE SOUTHEAST CORNER OF THE PROPERTY BEFORE COMMENCEMENT OF CONSTRUCTION.
- ALL YARD DRAINS SHALL HAVE A PEDESTRIAN GRATE (HEEL PROOF) AND SHALL HAVE LOCKING GRATE ASSEMBLY.

NO.	DATE	REMARKS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
DAVE, FLORIDA 33328
(954)358-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808



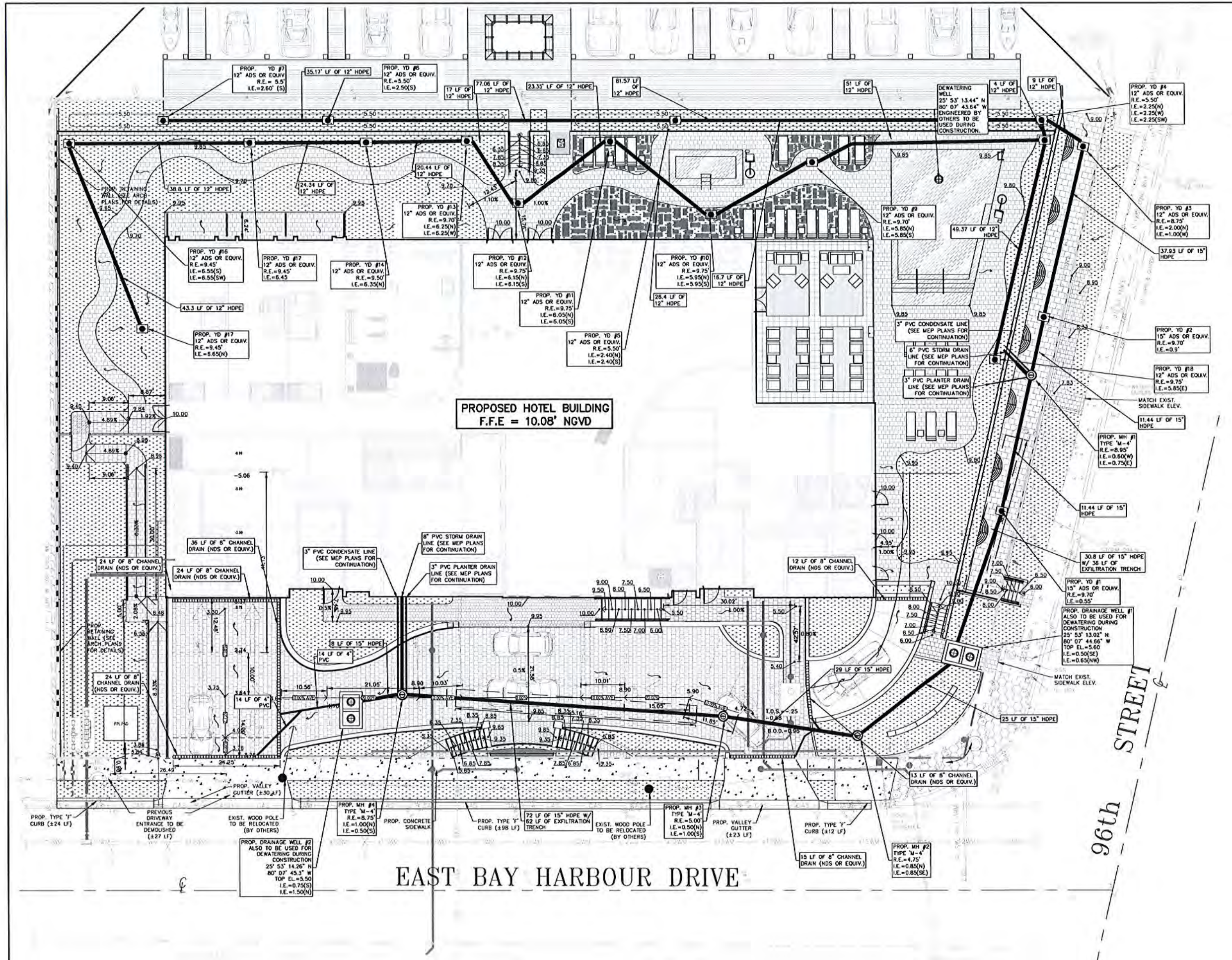
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

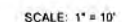
GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

PAVING GRADING AND DRAINAGE PLAN

SCALE:
DRAWN BY:
CHECKED BY:
DATE:

C-2





	PROPERTY LINE
	PROP. BUILDING
	EXIST. DRAINAGE LINES
	EXIST. WATERMAIN LINE
	EXIST. SANITARY SEWER LINE
	EXIST. FIRE HYDRANT
	EXIST. WATER MAIN VALVE
	EXIST. SANITARY SEWER MANHOLE
	PROP. SANITARY SEWER LATERAL
	PROP. SANITARY SEWER CLEANOUT
	PROP. GREASE INTERCEPTOR
	PROP. WATER METER
	BACTERIOLOGICAL SAMPLING POINT (BSP)
	PROP. FIRE DEPARTMENT CONNECTION (FDC)
	PROP. IRRIGATION BACKFLOW PREVENTER
	PROP. DOMESTIC BACKFLOW PREVENTER
	PROP. DOUBLE DETECTION CHECK

- NOTES:**
1. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE LOCATIONS AND HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. CONTRACTOR TO FIELD VERIFY ANY CONFLICTS WITH TREES AND/OR UTILITIES AND DRAINAGE. CONTRACTOR TO NOTIFY ENGINEER OF ANY CONFLICTS BEFORE PROCEEDING WITH ANY SOLUTION TO THE CONFLICT.
 3. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES, ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" 48 HOURS BEFORE DIGGING.
 4. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
 5. CONTRACTOR IS TO RESTORE ANY CURB, LANDSCAPE, ASPHALT, ETC. (NOT SCHEDULED FOR DEMOLITION) DAMAGED DURING CONSTRUCTION TO A CONDITION EQUAL TO WHAT IS EXISTING.
 6. ALL PROPOSED FIRE LINES, MAINS, SERVICES, "SIAMSE" CONNECTION LINES ETC. TO BE DESIGNED AND INSTALLED BY STATE LICENSED FIRE LINE CONTRACTOR PER F.S. 633.
 7. ALL FIRE LINES TO BE INSPECTED BY CERTIFIED FIRE LINE INSPECTORS
 8. UPON COMPLETION OF REQUIRED TESTING, THE STATE LICENSED FIRE LINE CONTRACTOR SHALL ISSUE A "LICENSED UNDERGROUND TEST CERTIFICATE" PRIOR TO ACCEPTANCE FOR PLACING FIRE LINE INTO SERVICE.
 9. CONTRACTOR TO MAINTAIN 5' CLEARANCE FROM ANY EXISTING TREES OR POLES.
 10. WATER VALVES SHALL HAVE A BLUE COVER IF POSSIBLE. FIRE VALVES SHALL HAVE A RED VALVE IF POSSIBLE.

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ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/11/15

GRAND BEACH HOTEL - BAY HARBOR

BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER PLAN

SCALE: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____

C-3



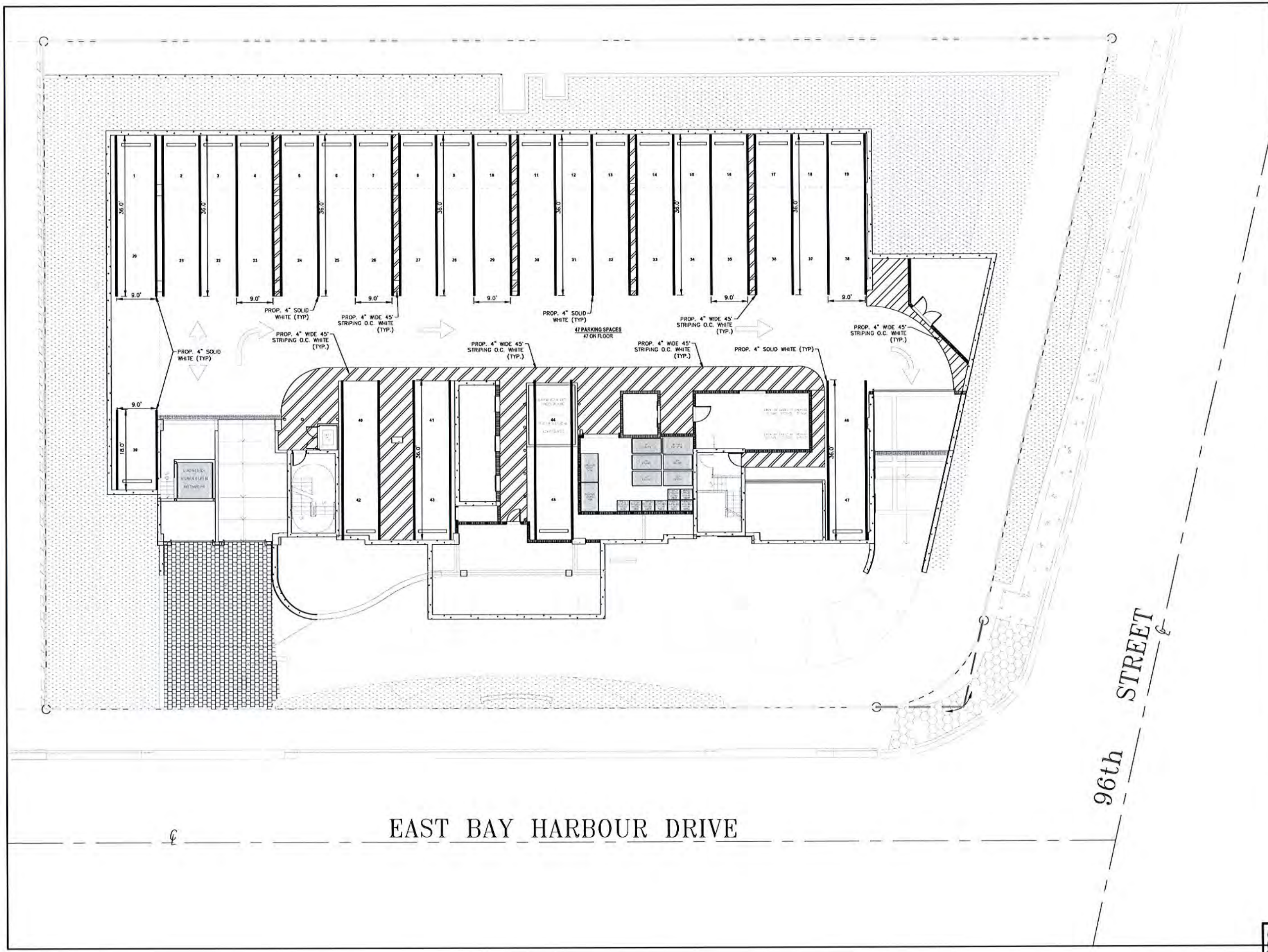
PROPOSED HOTEL BUILDING
F.F.E = 10.08' NGVD

EAST BAY HARBOUR DRIVE

CONNECT TO EXST.
10" SAN. SEWER
MAIN WITH TWO (2)
10" RIGID FERNCO
COUPLINGS &
CUT-IN 10"x6" WYE

MAINTAIN 5" CLEARANCE
(MIN) BETWEEN PROP.
SANITARY SEWER LATERAL
& EXIST. 16" FM

IF SEWER ABOVE WATER MAIN
ADDITIONAL CONSIDERATION FOR
ADEQUATE SEPARATION SHALL
BE MADE



NO.	DATE	REMARKS

3325 SOUTH UNIVERSITY DRIVE, SUITE 111
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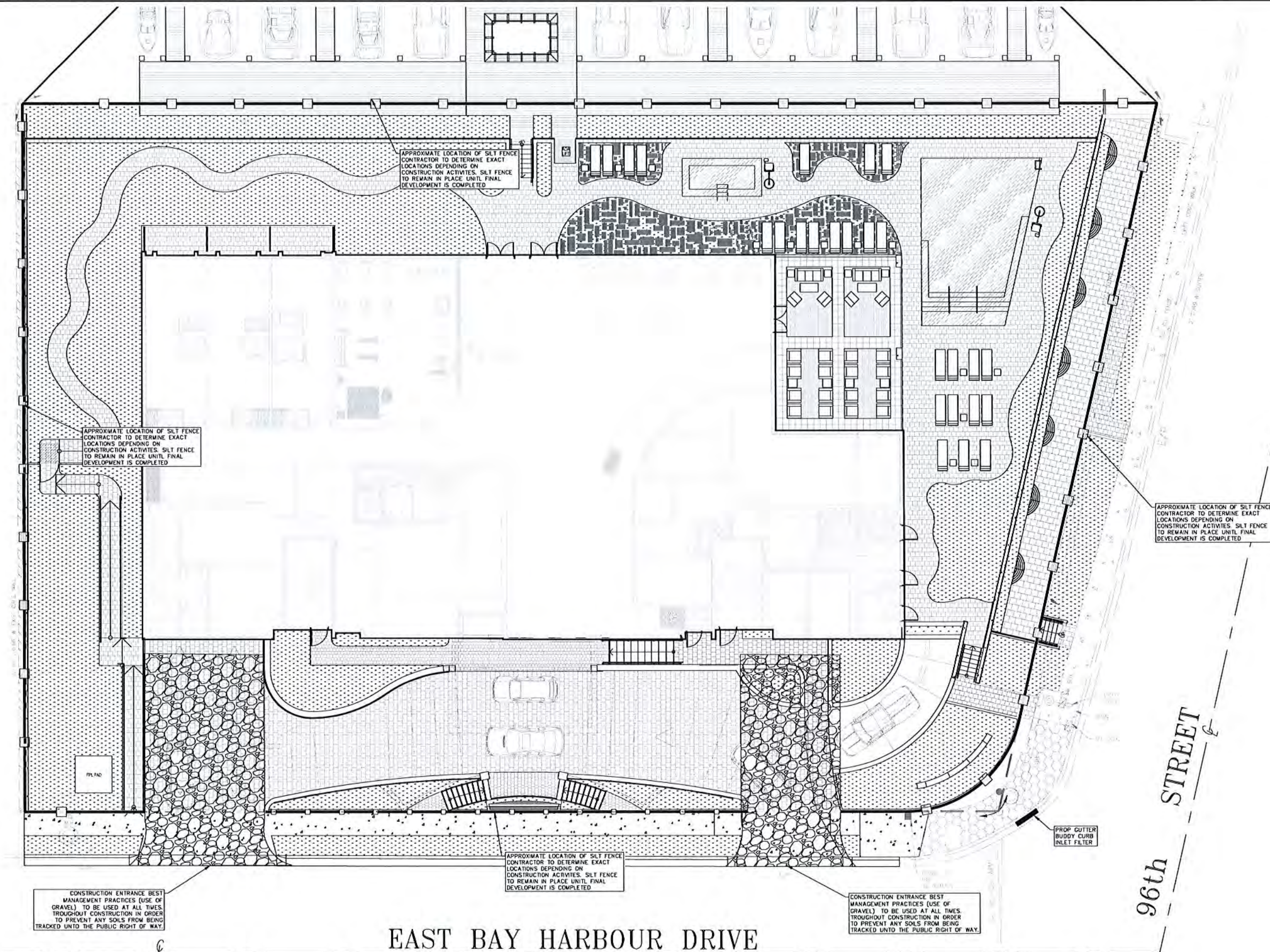
ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

PAVEMENT MARKING AND SIGNAGE PLAN

SCALE:
DRAWN BY:
CHECKED BY:
DATE:





CONSTRUCTION ENTRANCE BEST
MANAGEMENT PRACTICES (USE OF
GRAVEL) TO BE USED AT ALL TIMES.
TROUGHTOUT CONSTRUCTION IN ORDER
TO PREVENT ANY SOILS FROM BEING
TRACKED UNTO THE PUBLIC RIGHT OF WAY.

APPROXIMATE LOCATION OF SILT FENCE
CONTRACTOR TO DETERMINE EXACT
LOCATIONS DEPENDING ON
CONSTRUCTION ACTIVITIES. SILT FENCE
TO REMAIN IN PLACE UNTIL FINAL
DEVELOPMENT IS COMPLETED

CONSTRUCTION ENTRANCE BEST
MANAGEMENT PRACTICES (USE OF
GRAVEL) TO BE USED AT ALL TIMES.
THROUGHOUT CONSTRUCTION IN ORDER
TO PREVENT ANY SOILS FROM BEING
TRACKED ONTO THE PUBLIC RIGHT OF WAY.

APPROXIMATE LOCATION OF SILT FENCE
CONTRACTOR TO DETERMINE EXACT
LOCATIONS DEPENDING ON
CONSTRUCTION ACTIVITIES. SILT FENCE
TO REMAIN IN PLACE UNTIL FINAL
DEVELOPMENT IS COMPLETED

PROP GUTTER
BUDDY CURB
INLET FILTER



LEGEND

———— GUTTER BUDDY CURB INLET FILTER

 PROP. SALT FENCE PROP. CONSTRUCTION ENTRANCE

NO.	DATE	REMARKS
-----	------	---------

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FLORIDA P.E. #59485
DATE: 9/10/15

GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

POLLUTION AND EROSION CONTROL PLAN

SCALE

DRAWN BY:

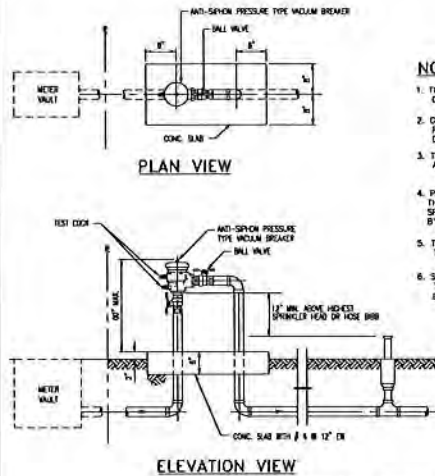
CHECKED BY:

DATE:

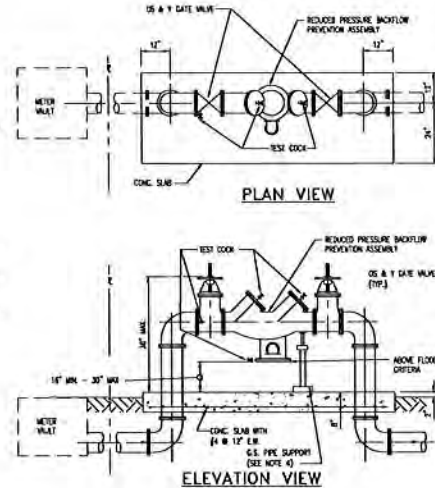
C-5



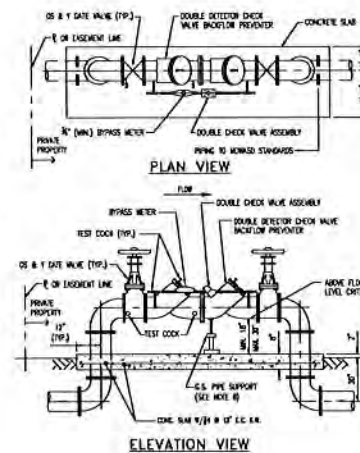




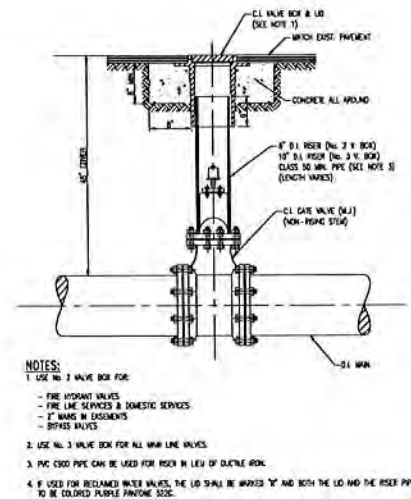
MDWASD DETAIL WS 4.19
PRESSURE VACUUM BREAKER
IRRIGATION SYSTEM ONLY
N15



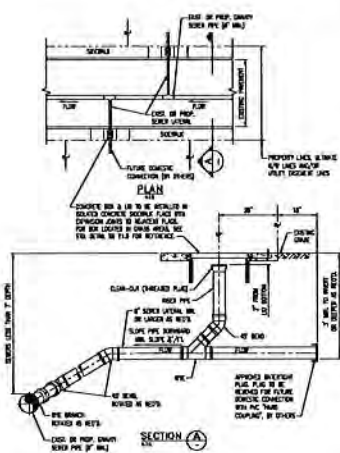
MDWASD DETAIL WS 4.18
REDUCED PRESSURE ZONE BACKFLOW
PREVENTER FOR WATER SERVICE
2 1/2" THRU 10"
N16



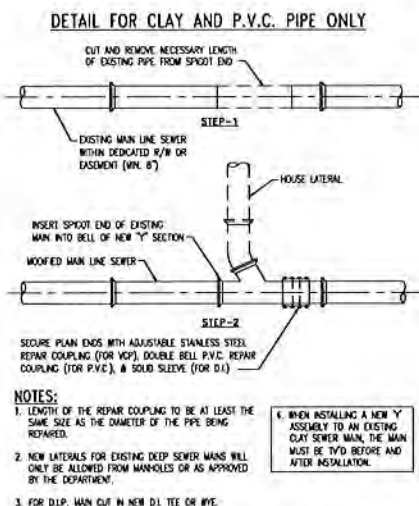
MDWASD DETAIL WS 4.20
DOUBLE DETECTOR CHECK VALVE ASSEMBLY FOR
FIRELINE SERVICE
N18



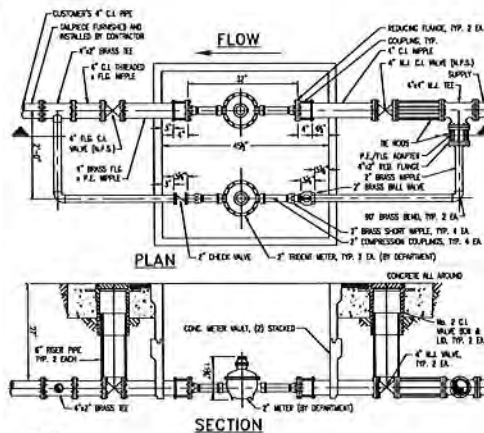
MDWASD DETAIL WS 1.0
TYPICAL GATE VALVE SETTING
(SMALLER THAN 16")
N19



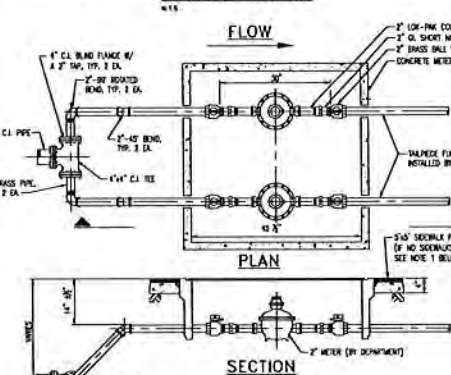
MDWASD DETAIL SS 1.0
GRAVITY SEWER SERVICE LATERAL FOR "SHALLOW" SEWERS
N15



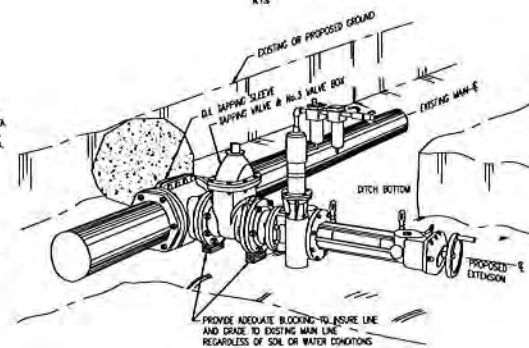
MDWASD DETAIL SS 3.1
WYE BRANCH CONNECTION FOR EXIST. SHALLOW MAIN
N16



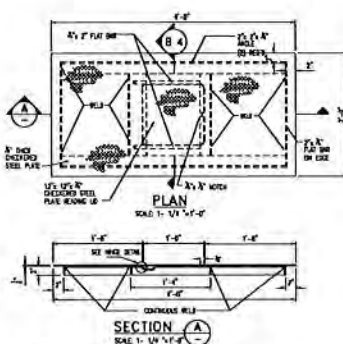
MDWASD DETAIL WS 4.21
DUAL 2" METER INSTALLATION FOR
TYPICAL 4" DOMESTIC SERVICE LINES
N17



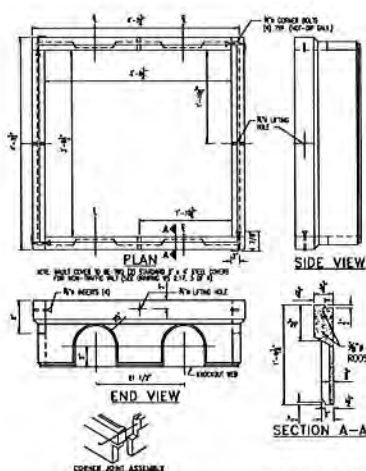
MDWASD DETAIL WS 4.21
TYPICAL PIPE LAYOUT FOR
DOMESTIC AND IRRIGATION SERVICE
N18



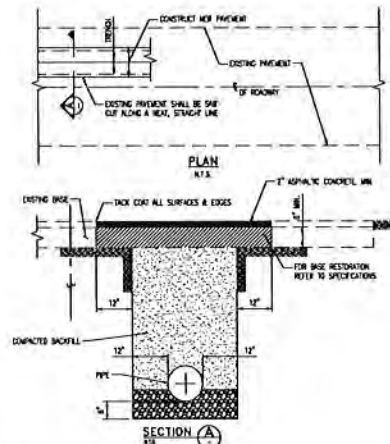
MDWASD DETAIL GS 1.8
TAPPING SLEEVE AND VALVE INSTALLATION
N19



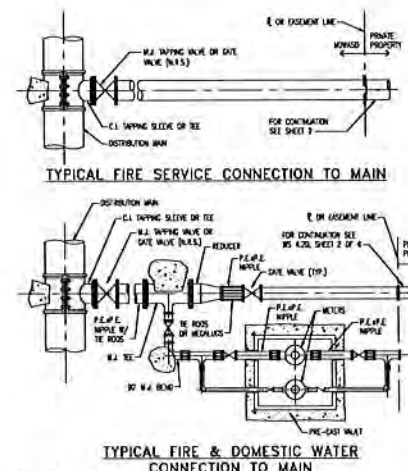
MDWASD DETAIL WS 2.17
TYPICAL STEEL COVER PLATE FOR
NON TRAFFIC AREAS
N15



MDWASD DETAIL WS 2.20
TYPICAL 4'x4' PRECAST METER
VAULT FOR NON TRAFFIC AREAS
N16



TYPICAL PAVEMENT RESTORATION DETAIL
N18



MDWASD DETAIL WS 4.20
TYPICAL FIRE & DOMESTIC WATER
SERVICE CONNECTIONS
N19

NO.	DATE	REMARKS

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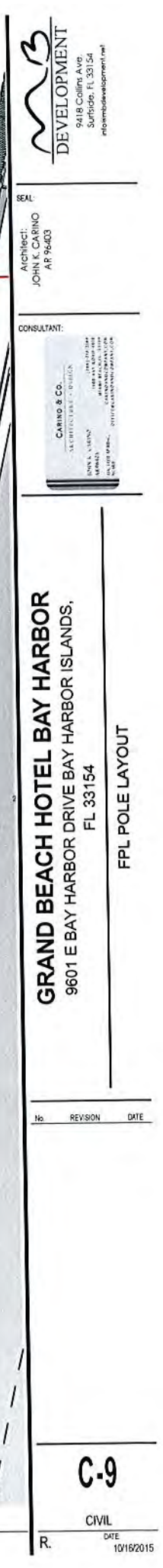


ROBERT J. ROSS, P.E.
FLORIDA P.E. #59485
DATE: 9/10/15

GRAND BEACH HOTEL - BAY HARBOR
9601 E BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

WATER AND SANITARY SEWER DETAILS

SCALE:
DRAWN BY:
CHECKED BY:
DATE:



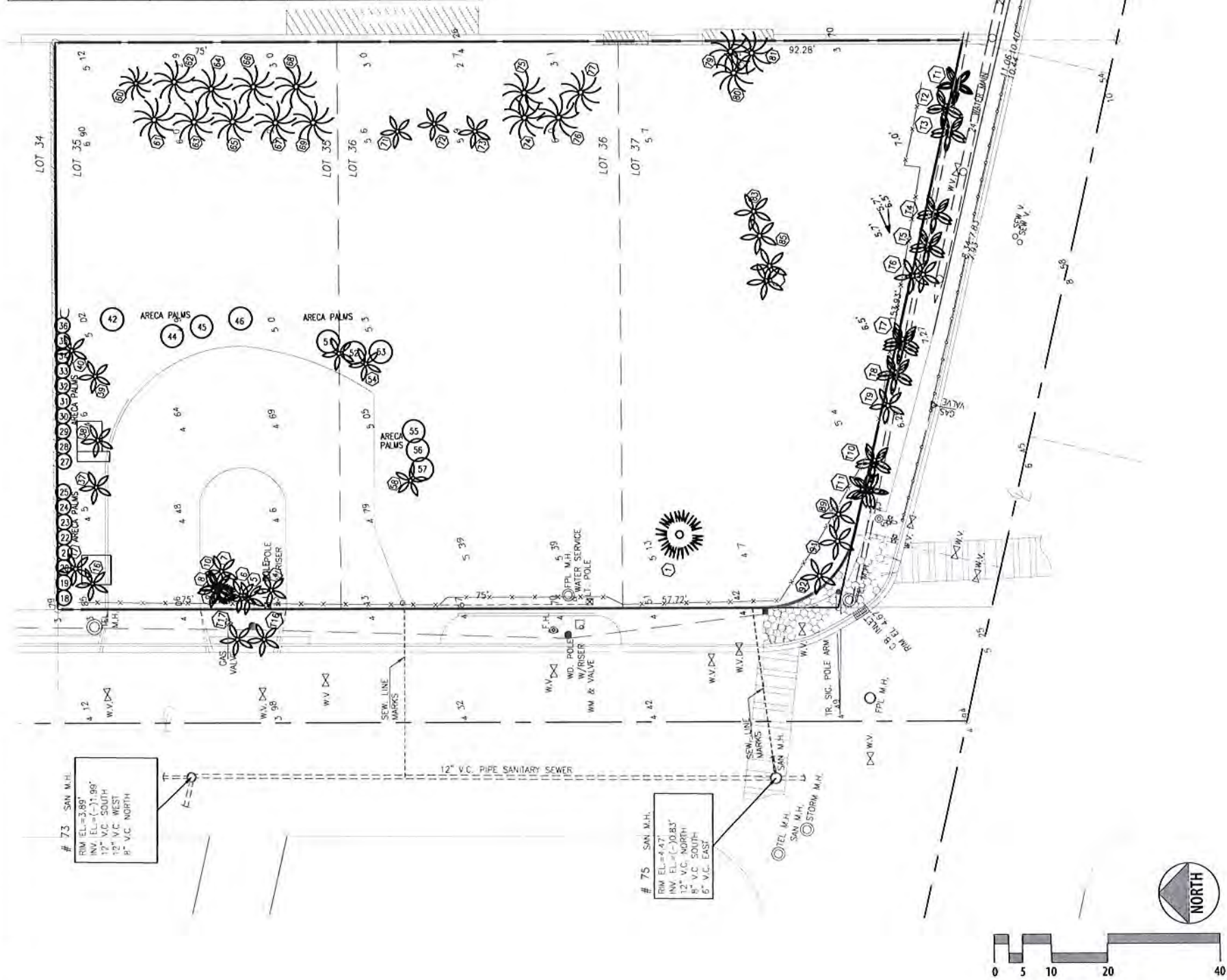
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BM Survey: BMSEVERKX - BM Survey 10 Bay Harbor Bay Harbor

TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD
2	REMOVED						
3	REMOVED						
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD
10	Dictyosperma album	Hurricane Palm		4	25	6	GOOD
11	REMOVED						
12	REMOVED						
13	REMOVED						
14	REMOVED						
15	REMOVED						
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
26	REMOVED						
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	
41	REMOVED						
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
43	REMOVED						
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
47	REMOVED						
48	REMOVED						
49	REMOVED						
50	REMOVED						
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD
58	Phoenix roebellii	Pinyon Date Palm	5	9	5	GOOD	
59	REMOVED						
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
70	REMOVED						
71	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
72	Psychosperma macarturii	Macarthur Palm	3	4	35	5	GOOD
73	Psychosperma macarturii	Macarthur Palm	2	4	35	5	GOOD
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	
78	REMOVED						
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	
82	REMOVED						
83	Veitchia merillii	Christmas Palm	7	25	6	POOR	
84	REMOVED						
85	Veitchia merillii	Christmas Palm	7	25	6	POOR	
86	Veitchia merillii	Christmas Palm	7	25	6	POOR	
87	Veitchia merillii	Christmas Palm	7	25	6	POOR	
88	Veitchia merillii	Christmas Palm	7	25	6	POOR	
89	Washingtonia filifera	California Fan Palm	12	40	10	FAIR	

TREE SURVEY							
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (inches)	OAH (feet)	SPREAD	CONDITION
90	REMOVED						
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR
T1	Veitchia merillii	Christmas Palm	3	6	20	10	FAIR
T2	Veitchia merillii	Christmas Palm	2	6	25	7	FAIR
T3	Veitchia merillii	Christmas Palm	2	7	30	10	FAIR
T4	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T5	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T6	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T7	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T8	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T9	Veitchia merillii	Christmas Palm	2	8	30	10	FAIR
T10	Veitchia merillii	Christmas Palm	2	8	40	10	FAIR
T11	Veitchia merillii	Christmas Palm	3	8	40	10	FAIR
T12	REMOVED						
T13	REMOVED						
T14	REMOVED						
T15	REMOVED						
T16	Veitchia merillii	Christmas Palm		4	20	6	GOOD
T17	Veitchia merillii	Christmas Palm		4	20	6	GOOD



DEVELOPMENT
9418 Collins Ave.
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Surfside, FL 33154
info@mbdevelopment.com

SEAL

Landscape Architect
SBA
LA 4666779

CONSULTANT



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monte h 33133
786-468-3661
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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

TREE SURVEY

No REVISION DATE

L-001

LANDSCAPE
DATE
10/15/2015

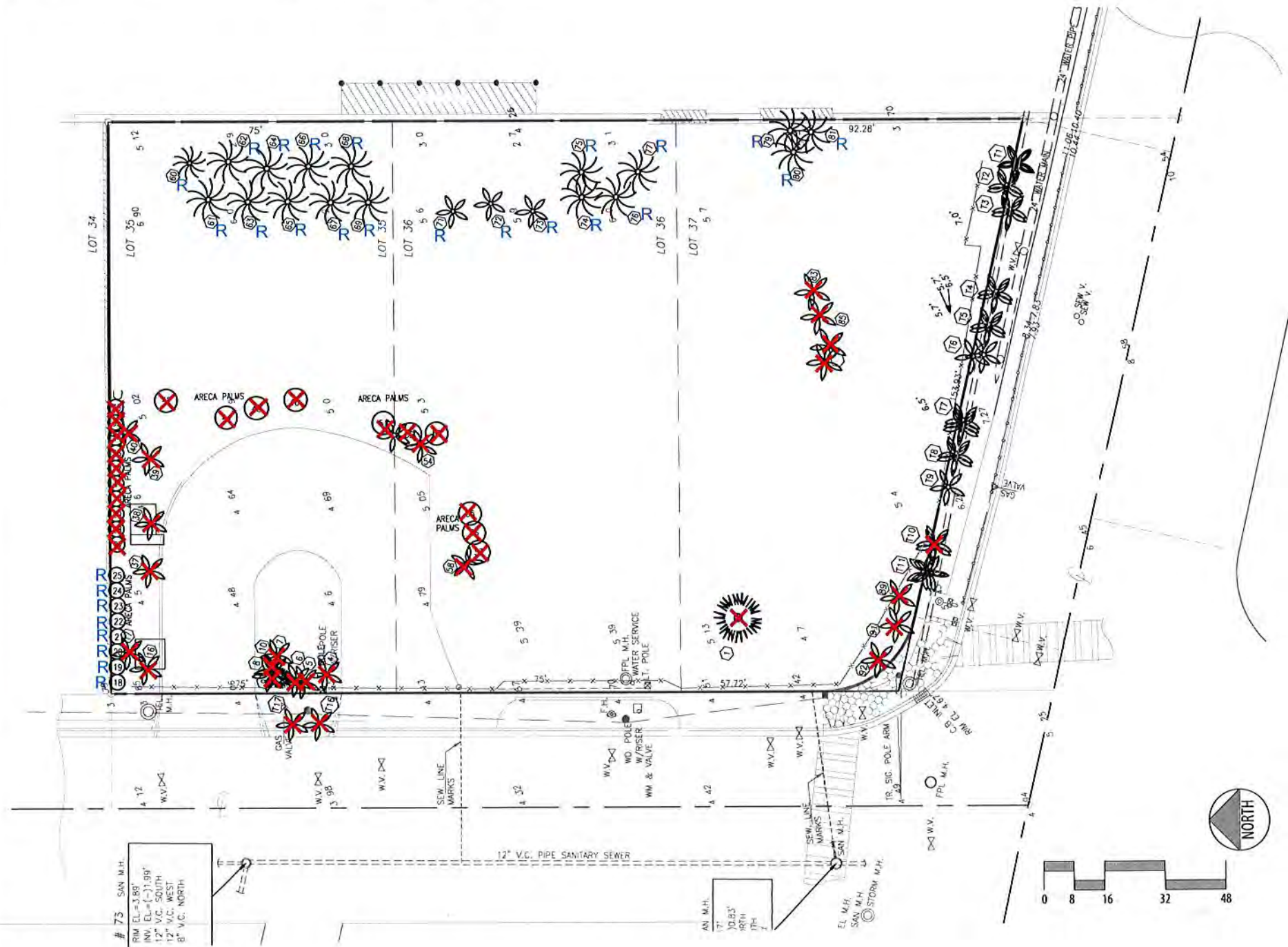
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BIM Server: BIMSERVEERX - BIM Server - 100 Bay Harbor Harbor

TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
1	Washingtonia robusta	Mexican Fan Palm		24	12	13	GOOD	REMOVE
2	REMOVED							
3	REMOVED							
4	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
5	Washingtonia filifera	California Fan Palm		12	35	20	FAIR	REMOVE
6	Washingtonia filifera	California Fan Palm		12	60	25	FAIR	REMOVE
7	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
8	Washingtonia filifera	California Fan Palm		12	55	20	FAIR	REMOVE
9	Washingtonia robusta	Mexican Fan Palm		24	25	18	GOOD	REMOVE
10	Dactyloperma album	Hurricane Palm		4	25	6	GOOD	RELOCATE ON SITE
11	REMOVED							
12	REMOVED							
13	REMOVED							
14	REMOVED							
15	REMOVED							
16	Washingtonia filifera	California Fan Palm		12	40	20	FAIR	REMOVE
17	Washingtonia filifera	California Fan Palm		14	50	20	FAIR	REMOVE
18	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
19	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
20	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
21	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
22	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
23	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
24	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
25	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	RELOCATE ON SITE
26	REMOVED							
27	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
28	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
29	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
30	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
31	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
32	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
33	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
34	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
35	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
36	Dypsis lutescens	Areca Palm	5	2.5	20	6	GOOD	REMOVE
37	Syagrus romanzoffiana	Queen Palm	8	13	10	GOOD	REMOVE	
38	Syagrus romanzoffiana	Queen Palm	8	15	10	GOOD	REMOVE	
39	Syagrus romanzoffiana	Queen Palm	7	15	10	GOOD	REMOVE	
40	Syagrus romanzoffiana	Queen Palm	7	25	15	GOOD	REMOVE	
41	REMOVED							
42	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
43	REMOVED							
44	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
45	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
46	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
47	REMOVED							
48	REMOVED							
49	REMOVED							
50	REMOVED							
51	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
52	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
53	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
54	Syagrus romanzoffiana	Queen Palm	8	20	12	GOOD	REMOVE	
55	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
56	Dypsis lutescens	Areca Palm	4	3	15	6	GOOD	REMOVE
57	Dypsis lutescens	Areca Palm	6	6	25	8	GOOD	REMOVE
58	Phoenix roebelinii	Pigmy Date Palm	5	9	5	5	GOOD	REMOVE
59	REMOVED							
60	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
61	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
62	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
63	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
64	Cocos nucifera	Coconut Palm	9	30	25	GOOD	RELOCATE ON SITE	
65	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
66	Cocos nucifera	Coconut Palm	8	25	25	GOOD	RELOCATE ON SITE	
67	Cocos nucifera	Coconut Palm	9	20	20	GOOD	RELOCATE ON SITE	
68	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
69	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
70	REMOVED							
71	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
72	Psychosperma macarturi	Macarthur Palm	3	4	35	5	GOOD	RELOCATE ON SITE
73	Psychosperma macarturi	Macarthur Palm	2	4	35	5	GOOD	RELOCATE ON SITE
74	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
75	Cocos nucifera	Coconut Palm	8	20	20	GOOD	RELOCATE ON SITE	
76	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
77	Cocos nucifera	Coconut Palm	8	30	25	GOOD	RELOCATE ON SITE	
78	REMOVED							
79	Cocos nucifera	Coconut Palm	8	25	20	GOOD	RELOCATE ON SITE	
80	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
81	Cocos nucifera	Coconut Palm	8	30	20	GOOD	RELOCATE ON SITE	
82	REMOVED							
83	Yuccia merrii	Christmas Palm		7	25	6	POOR	REMOVE
84	REMOVED							
85	Yuccia merrii	Christmas Palm		7	25	6	POOR	REMOVE
86	Yuccia merrii	Christmas Palm		7	25	6	POOR	REMOVE
87	Yuccia merrii	Christmas Palm		7	25	6	POOR	REMOVE
88	Yuccia merrii	Christmas Palm		7	25	6	POOR	REMOVE
89	Washingtonia filifera	California Fan Palm		12	40	10	FAIR	REMOVE

TREE DISPOSITION								
NUMBER	BOANICAL NAME	COMMON NAME	# IN CLUSTER	DBH (Inches)	OAH (feet)	SPREAD	CONDITION	ACTION
90	REMOVED							
91	Washingtonia filifera	California Fan Palm		18	40	25	FAIR	REMOVE
92	Washingtonia filifera	California Fan Palm		14	40	20	FAIR	REMOVE
101	Yucca gloriosa	Christmas Palm	3	6	20	10	FAIR	REMAIN IN PLACE
102	Yucca gloriosa	Christmas Palm	2	6	25	7	FAIR	REMAIN IN PLACE
103	Yucca gloriosa	Christmas Palm	2	7	30	10	FAIR	REMAIN IN PLACE
104	Yucca gloriosa	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
105	Yucca gloriosa	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
106	Yucca gloriosa	Christmas Palm	2	8	40	10	FAIR	REMAIN IN PLACE
107	Yucca gloriosa	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
108	Yucca gloriosa	Christmas Palm	3	8	40	10	FAIR	REMAIN IN PLACE
109	Yucca gloriosa	Christmas Palm	2	8	30	10	FAIR	REMAIN IN PLACE
110	Yucca gloriosa	Christmas Palm	2	8	40	10	FAIR	REMOVE
111	Yucca gloriosa	Christmas Palm	3	6	40	10	FAIR	REMAIN IN PLACE
112	REMOVED							
113	REMOVED							
114	REMOVED							
115	REMOVED							
116	Yucca gloriosa	Christmas Palm		4	20	6	GOOD	REMOVE
117	Yucca gloriosa	Christmas Palm		4	20	6	GOOD	REMOVE

LEGEND	
	REMAIN IN PLACE
R	RELOCATE ON SITE
X	REMOVE



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LANDSCAPE
DATE: 10/15/2015

L-002



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LANDSCAPE CALCULATIONS AND NOTES

No.	REVISION	DATE
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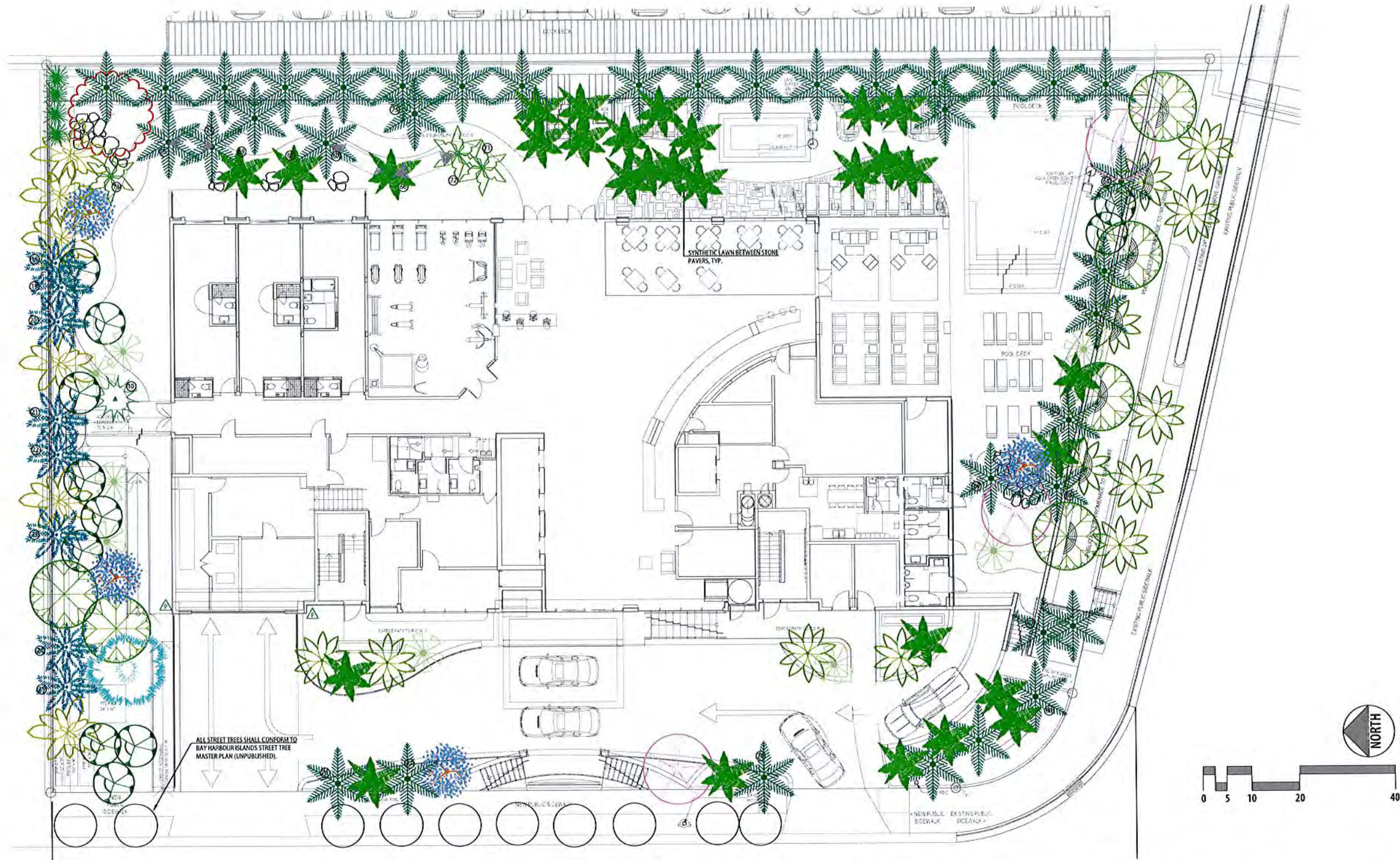
LANDSCAPE

R.

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Bill Server, BIMSERVERX - Bill Server 18 Bay Harbor Bay Harbor



TREE and PALM LEGEND

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
4		Bauhinia blakeana	Hong Kong Orchid Tree	12' OA HT, 2" DIA	
1		Bismarckia nobilis	Bismarck Palm	10' CT	
6		Bursera simaruba	Gumbo Limbo	16' OA HT, 2" DIA	
33		Carpentaria acuminata	Carpentaria Palm	20' OA HT	
6		Caryota mitis	Clumping Fishtail Palm	MIN 20' OA HT	
3		Chorisia speciosa	Floss Silk Tree	18' OA HT, 2" DIA	

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
12		Coccoloba diversifolia	Pigeon Plum	12' OA HT, 2" DIA	
17		Cocos nucifera	Coconut	N/A	Relocated from on site
20		Cocos nucifera 'Green Malayan'	Green Malayan Coconut Palm	14' to 25' GW	FG, MIN. 7 FRONDS, BR, CERTIFIED JAMAICAN MALAYAN
1		Delonix regia	Royal poinciana	14' OA Height 2" DIA	
1		Dictyosperma album	Hurricane Palm	N/A	Relocated from on site
8		Dypsis lutescens	Areca Palm	N/A	Relocated from on site

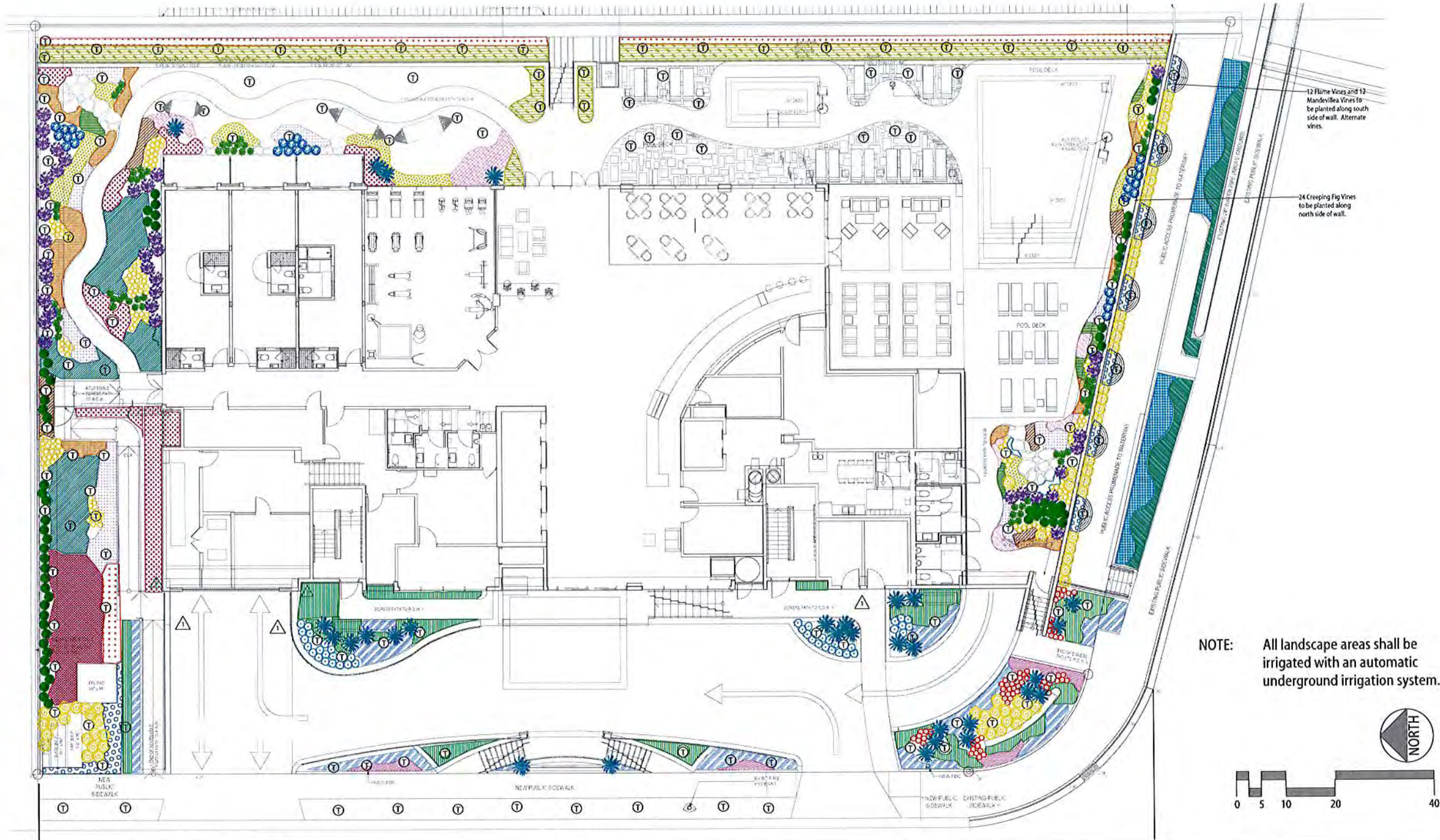
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
15		Hyophorbe verschaffelii	Spindle Palm	6' CT	
3		Psychosperma macartii	Macarthur Palm	N/A	Relocated from on site
4		Rhaps excelsa	Lady palm	12' OA	
12		Roystonea regia	Florida Royal palm	20' MIN GW	Royal Palms along Kane Concourse shall match those on opposite side (15' OAH).
		ALL STREET TREES SHALL CONFORM TO BAY HARBOUR ISLANDS STREET TREE MASTER PLAN (UNPUBLISHED).			

NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.

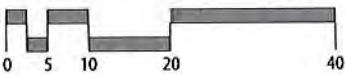
GROUND FLOOR : TREE & PALM PLAN

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BIM Server: BIMSERVER - BIM Server - 10 Bay Harbor Harbor



NOTE: All landscape areas shall be irrigated with an automatic underground irrigation system.



QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
59		Alcasia macrorrhiza 'Black Stem'	Wild Taro	3 Gal.			
185		Alpinia zerumbet	Shell Ginger	3 Gal.			
749		Asparagus densiflorus 'Meyersii'	Forttail Fern	3 Gal.	8" O.C.		X
817		Begonia odorata 'Alba'	Begonia	1 Gal.	6" O.C.		
41		Brunfelsia grandiflora	Yesterday-Today-and-Tomorrow	15 Gal.			
256		Caladium sp.	Caladium	1 Gal.	6" O.C.		
49		Conocarpus erectus var. sericeus	Silver Buttonwood	3 Gal.	24" O.C.	X	X
71		Cordyline frutescens 'Black Magic'	Black Magic	3 Gal.			
25		Cycas revoluta	Sago Palm	15 Gal.			
381		Dianella sp.	Flax Lily	3 Gal.	8" O.C.		
75		Ficus 'Green Island'	Green Island Ficus	3 Gal.	18" O.C.		X

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
65		Galphimia glauca	Thyrallis	7 Gal.			X
342		Hemerocallis sp.	Day Lily	3 Gal.	12" O.C.		X
582		Kalanchoe blossfeldiana	Kalanchoe	1 Gal.	6" O.C.		
256		Kalanchoe thyrsiflora	Flapjack	1 Gal.	6" O.C.		
182		Lantana montevidensis	Trailing Lantana	3 Gal.	24" O.C.		X
63		Monstera deliciosa	Swiss Cheese Plant	3 Gal.	24" O.C.		
116		Nephrolepis biserrata	Madro Fern	3 Gal.	18" O.C.	X	X
79		Pentas lanceolata	Pentas	3 Gal.	18" O.C.		X
250		Philodendron 'Burle Marx'	Philodendron	3 Gal.	8" O.C.		
59		Phyllostachys nigra	Black Bamboo	15 Gal.			
121		Plumbago auriculata	Plumbago	3 Gal.			X

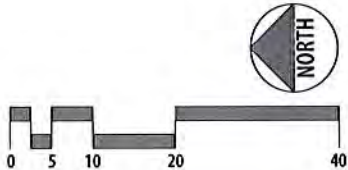
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCR.	NATIVE	LOW MAINT.
1332		Ruella brittoniana	Mexican Petunia	1 Gal.	6" O.C.		
744		Spathoglottis 'Berry'	Ground orchid	3 Gal.	8" O.C.		
53		Zamia pumila	Coontie	3 Gal.	24" O.C.	X	X
962 SF		Stenotaphrum secundatum 'Palmetto'	St. Augustine	Sod			

QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	NATIVE	LOW MAINTENANCE
324		Pyrostegia venusta	Flame Vine	15 Gal.			X
265		Mandevilla spp.	Mandevilla spp.	15 Gal.			X
408		Ficus pumila	Creeping Fig	15 Gal.			X

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BIM Server: BIMSERVERX - BIM Server 10 Bay Harbor/ Bay Harbor

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sago palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	

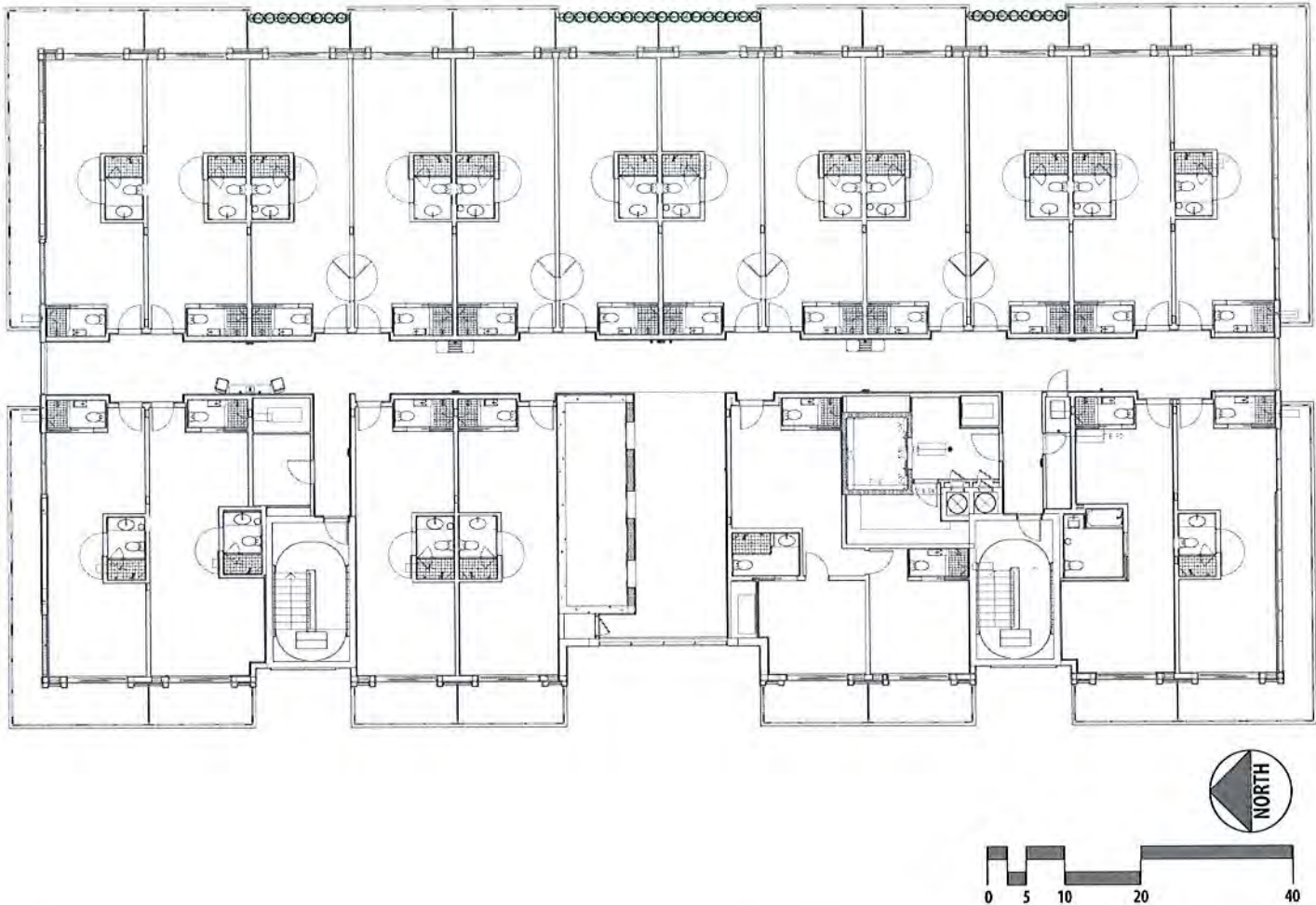


TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
12		Pachypodium lamerei	Madagascar palm		

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BIM Server: BIMSERVERX - BIM Server 15 Bay Harbor/Bay Harbor

SHRUB, GROUNDcover AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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THIRD FLOOR TERRACE : PLANTING PLAN

R.

L-304

LANDSCAPE

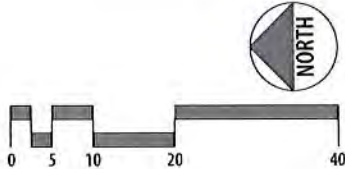
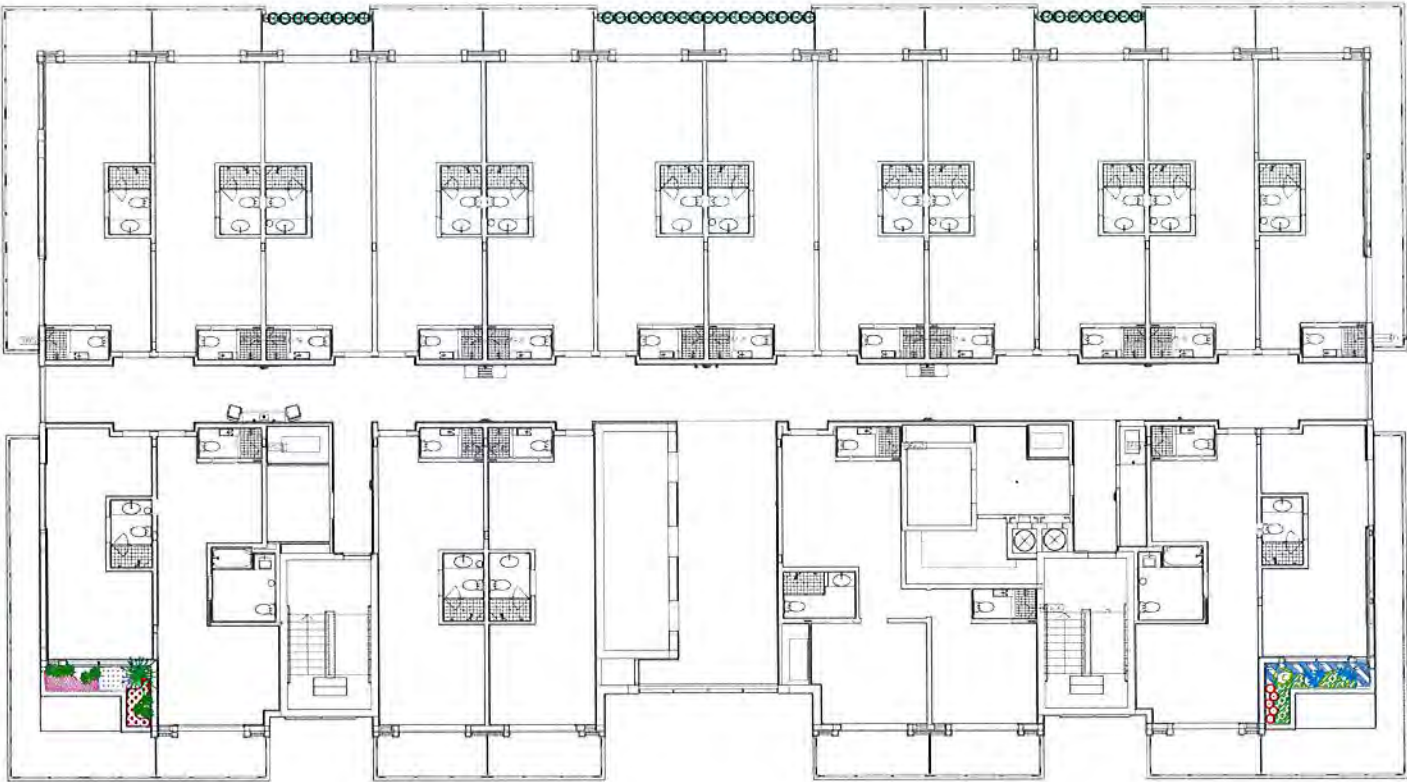
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BIM Server: BIMSERVER\EXC - BIM Server 150Bay HarborBay Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"x24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Puellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		



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FOURTH FLOOR TERRACE : PLANTING PLAN

R. L-305

LANDSCAPE

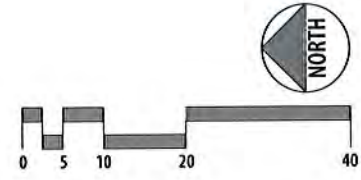
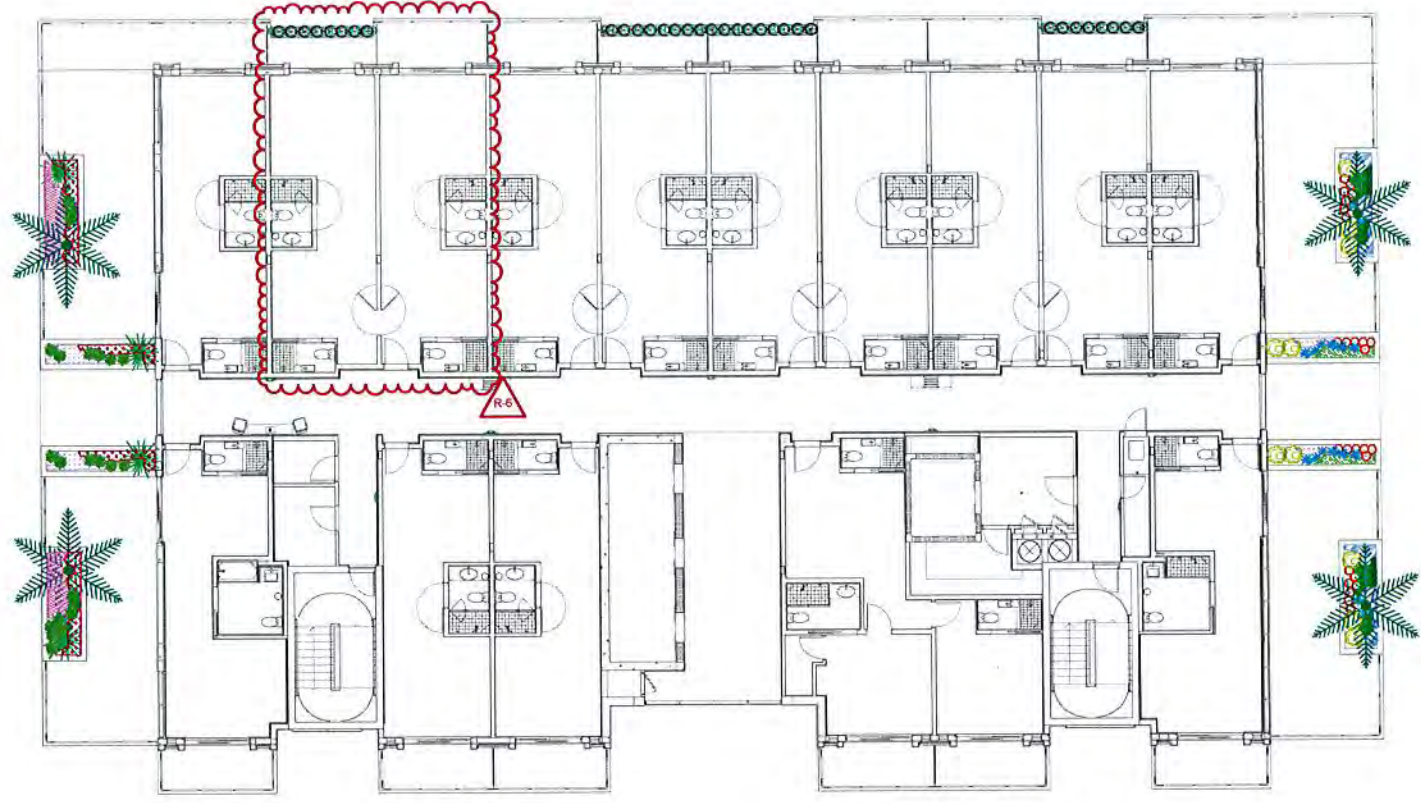
DATE: 10/15/2015

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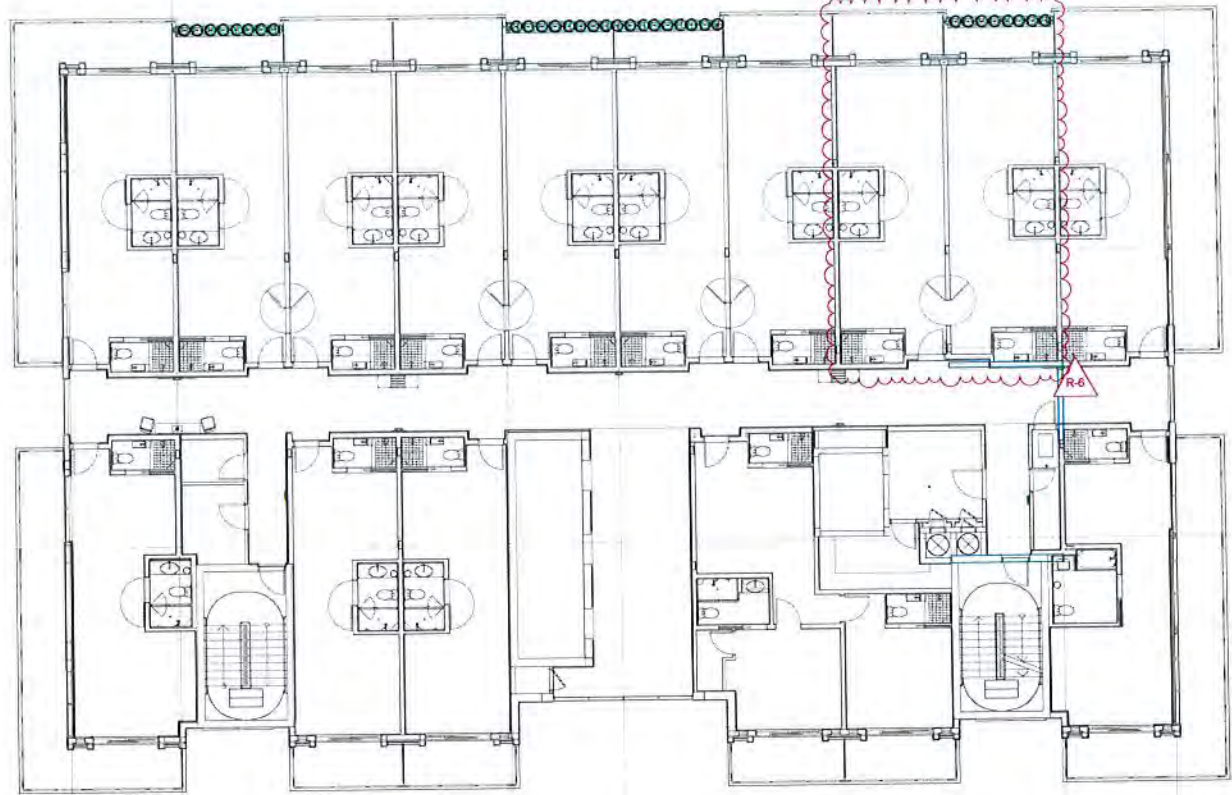
BMJ Senior: BMJDESIGN/EX - BMJ Senior: 19 Bay Harbor/Bay Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sego palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Iporroea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

SHRUB, GROUND COVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sequo palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Foxtail fern	1 Gal.	

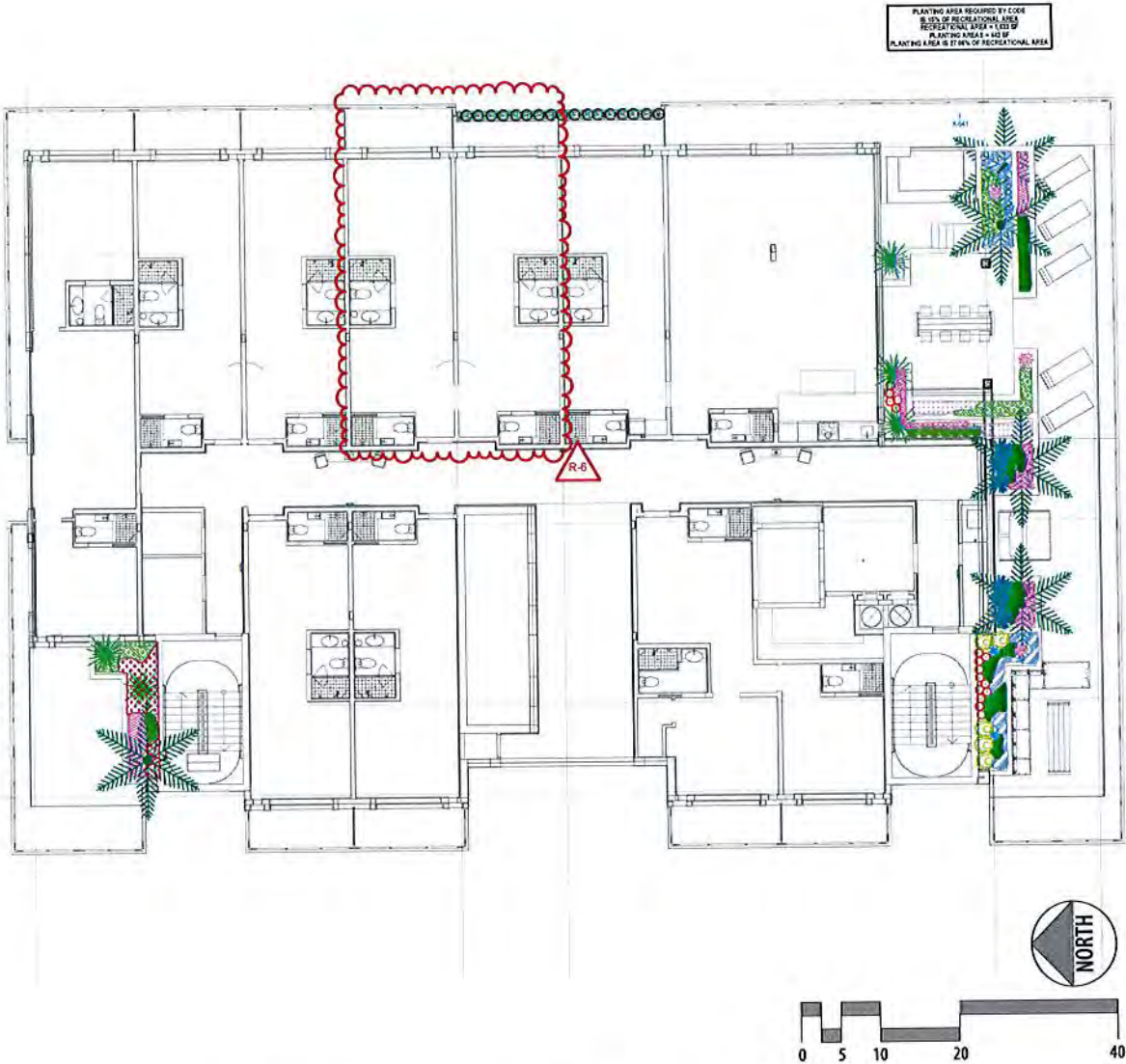


TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		

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BIM Server: BACKSERVER - BIM Server - 100Bay Harbor/Day Harbor

SHRUB, GROUNDCOVER AND VINE LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
16		Bambusa vulgaris 'Wamin'	Dwarf Buddha Belly Bamboo	7 Gal.	MIN. 24"X24", 18" O.C.
11		Plumeria hybrid	Plumeria paradise	3 Gal.	
6		Cycas revoluta	Sege palm	3 Gal.	
20		Cordyline fruticosa 'Black Magic'	Black Magic	3 Gal.	
65		Begonia odorata 'Alba'	Begonia	3 Gal.	
94		Juniperus conferta	Shore Juniper	3 Gal.	
96		Ipomoea stolonifera	Beach Morning Glory	3 Gal.	
345		Trachelospermum jasminoides	Star Jasmine	3 Gal.	
965		Spathoglottis plicata	Ground orchid	1 Gal.	
321		Kalanchoe thyrsiflora	Flapjack	1 Gal.	
855		Ruellia simplex	Ruellia	3 Gal.	
125		Asparagus densiflorus 'Meyersii'	Fortail fern	1 Gal.	



TREE AND PALM LEGEND					
QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION
9		Cocos nucifera	Coconut palm	NA	Relocated from site
9		Rhapis excelsa	Lady palm	NA	
17		Pachypodium lamerei	Madagascar palm		



South Elevation

0 4 8 16

1 SOUTH LANDSCAPE ELEVATION
L-309

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BM Server: BLMG/VERX - BM Server 19/Bay Harbor/Bay Harbor

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Landscape Architect
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GRAND BEACH HOTEL BAY HARBOR
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FL 33154

SOUTH LANDSCAPE ELEVATION

No.	REVISION	DATE
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L-309

LANDSCAPE
DATE
10/15/2015

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BM Server: BMGEVEDX - BM Server - 19Bay HarborBay Harbor



West Elevation



1 WEST LANDSCAPE ELEVATION
L-310

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WEST LANDSCAPE ELEVATION

No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-310

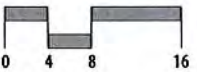
LANDSCAPE

R. DATE 10/15/2015

BM Server: E:\MSERVER\ - BIM Server 19\Bay Harbor\Bay Harbor
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North Elevation



1
L-311 NORTH LANDSCAPE ELEVATION

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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154
NORTH LANDSCAPE ELEVATION

No.	REVISION	DATE
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L-311
LANDSCAPE
DATE
10/15/2015



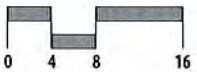
1 NORTH LANDSCAPE : SEASCAPE ELEVATION
L-312

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BIM Server: BIMSERVERX - BIM Server: 100Bay HarborBay Harbor



East Elevation



1 WEST LANDSCAPE ELEVATION
L-313

DEVELOPMENT
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Landscaping Architect:
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GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

EAST LANDSCAPE ELEVATION

No.	REVISION	DATE
P&Z1	P&Z Comments	7/14/2015

L-313

LANDSCAPE

R. DATE 10/15/2015

Bay Server: BIMSERVERX • BIM Server 19 Bay Harbor Bay Harbor



No	REVISION	DATE
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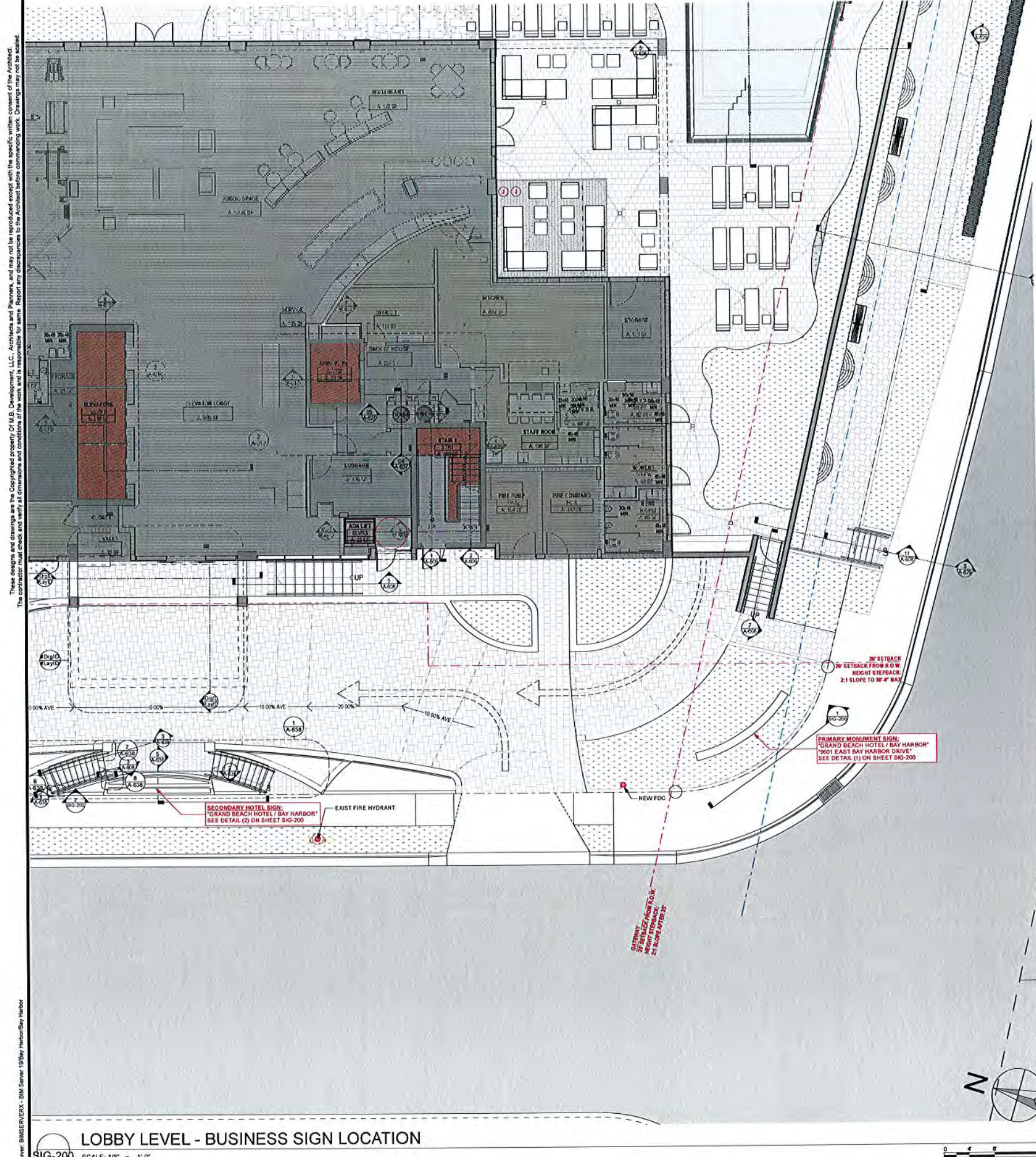
SIG-101a
EXTERIOR & INTERIOR
SIGNAGE
R. DATE 10/15/2015

CONSULTANT

Architect:
JOHN K. CARINO
AR 96-603

SEAL:

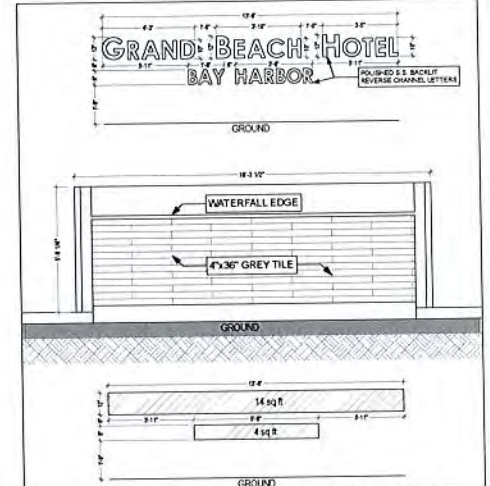
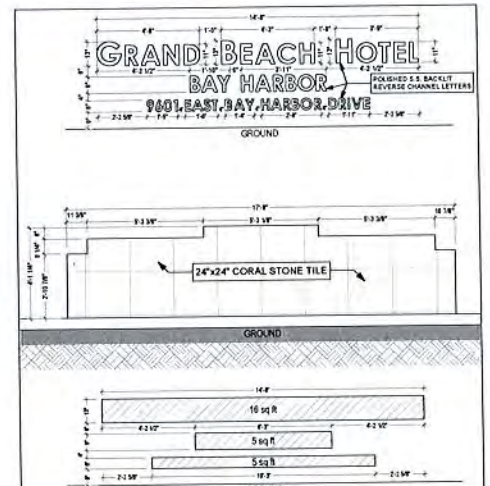
 **DEVELOPMENT**
941B Collins Ave.
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PRIMARY SIGN : PERSPECTIVE



SECONDARY SIGN : PERSPECTIVE



PRIMARY EXTERIOR SIGN
Sec. 17-20. - Exterior Signs (B-1 District)

- (1) **Maximum Sign Area.**
No primary sign shall have an area measured from end to end and from top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by licensed establishment, with a maximum overall size of 30' square feet.
- (2) **Maximum Height of Sign.**
No primary sign shall have lettering exceeding 18" inches in height and lettering less than 12" inches in height per line of linear signage.
- (3) **Maximum Length of Sign.**
No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.
- (6) **Secondary Business Signs.**
Businesses occupying the corner space of corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is not greater than 50 percent of the measurements specified for a sign in subsections (1), (2) and (3) above.
- (8) **Mounting.**
All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of ledge or overhang.

***We have (2) Property Fronts due to it being a corner lot. We are allowed (1) 30 sq. ft. sign & (1) 15 sq. ft. for a total of 45.00 sq. ft. Currently proposing (1) Primary Sign to be 26.00 sq. ft. & (1) Secondary Sign to be 18.00 sq. ft. for a total of 44.00 sq. ft.

Source: ARTICLE II. - B-1 ZONE. (c) Sec.17-20. Exterior Signs. | Code of Ordinances

Architect:
JOHN K. CARINO
AR 96403

Consultant:
CARINO & CO.
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SUITE 1000
MIAMI, FL 33137
(305) 555-1234

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FL 33154

PRIMARY MONUMENT SIGN & SECONDARY SIGN DETAILS

NO.	REVISION	DATE
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BM Server: BMSERVER-001 - BM Server: 100 Bay Harbor Blvd



\$0.001 PRIMARY HOTEL MONUMENT SIGN (26 sq. ft.)



\$0.002 SECONDARY HOTEL SIGN (18 sq. ft.)



\$0.003 REGULATORY SIGN (18" x 12") & (18" x 5.5") (QUANTITY 2)



\$0.004 REGULATORY SIGN (8" x 8")



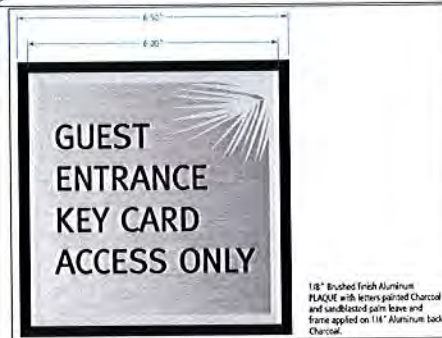
\$0.005 REGULATORY SIGN (8" x 8")



\$0.006 REGULATORY SIGN (6.5" x 4.0")



\$0.007 REGULATORY SIGN (6.5" x 4.0")



\$0.008 IDENTIFICATION SIGN



\$0.009 REGULATORY SIGN



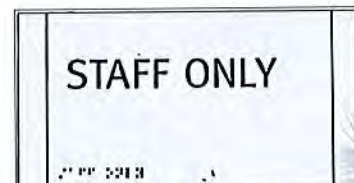
\$0.010 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.011 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.012 IDENTIFICATION SIGN (6.25" x 7.5")



\$0.013 IDENTIFICATION SIGN (7.5" x 4")



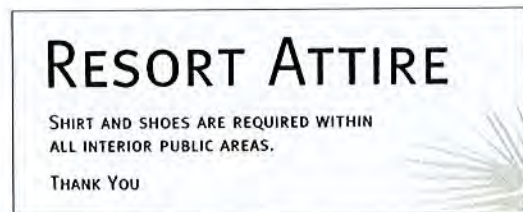
\$0.014 DIRECTIONAL SIGN (6.25" x 7.5")



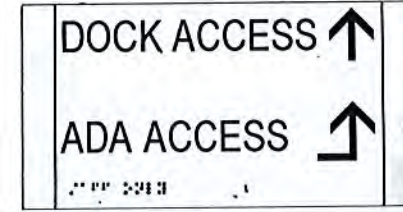
\$0.015 REGULATORY SPA RULES SIGN



\$0.016 REGULATORY SPA RULES SIGN



\$0.017 NOTIFY PUBLIC RULES SIGN (12" x 6") (QUANTITY 2)



\$0.018 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



\$0.019 IDENTIFICATION SIGN (7.5" x 4") (QUANTITY 2)



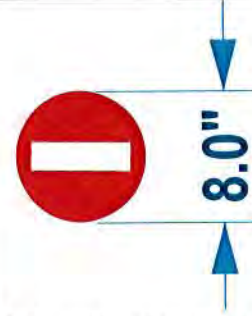
\$0.020 REGULATORY SIGN (72" x 6") WALL MOUNTED LETTERING



\$0.021 IDENTIFICATION SIGN (7.5" x 4")



\$0.022 IDENTIFICATION SIGN (7.5" x 4")



\$0.023 REGULATORY SIGN (QUANTITY 2)



\$0.024 REGULATORY SIGN (12" x 36") (QUANTITY 2)



\$0.025 REGULATORY SIGN (8.5" x 8.5") (QUANTITY 1)



\$0.026 REGULATORY SIGN (16"Ø)

Architect:
JOHN K. CARNO
AR 96403



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Suite 100, FL 33154
info@development.net

GRAND BEACH HOTEL BAY HARBOR
9601 E BAY HARBOR DRIVE BAY HARBOR ISLANDS,
FL 33154

LEVEL 1 - LOBBY : SIGNAGE PROOFS

No. REVISION DATE

SIG-201
SIGNAGE PROOFS &
DETAILS
DATE: 10/15/2015





AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a proposal from Miami Dade County Public Library System to establish a library branch at the Bay Harbor Islands Community Center. Enclosed find a copy of the library proposal and associated cost estimates.

DESCRIPTION:

The Miami Dade Public Library System has prepared a proposal that include three (3) different service delivery models for the Council consideration. The proposal includes a written summary of cost assumptions; general approach; recommendations and a detailed breakdown of the estimated costs.

The Miami Dade Public Library System has recommended Option A, to be the most suitable to the Bay Harbor Islands residents.

Staff recommends approval of Option A.

RECOMMENDED ACTION:

Approval - Option A

FINANCIAL ANALYSIS:

FY 2016-17 - Start-up and first-year operating costs.

Option A - \$257,679

Option B - \$342,679

Option C - \$328,477

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposal	MDC-Library - Proposal Dec 10 - 2015.pdf
2.	Proposal 2	Library-expenditures.pdf

Introduction

Over the past several years, the Town of Bay Harbor Islands (Town) has expressed interest in joining the Miami-Dade Public Library System (MDPLS) Taxing District, as well as in having their own Library location within the Town. The last extensive discussions between the Town and MDPLS occurred in October 2012. At that time, MDPLS prepared a Library Feasibility Study, in coordination with the Town, detailing the estimated costs to MDPLS to build-out and operate a small (1,800 square foot) branch library within a community center that is planned by the Town and, currently pending final build-out. The community center is located at 1165 95 Street, Bay Harbor Islands, Florida, 33181 (See Figure 1). The Feasibility Study concluded that the location proposed by the Town was a suitable location for a branch library, but, that the funding necessary to build-out, furnish, and operate a new branch library was not available.



Figure 1 – Exterior view of proposed Bay Harbor Community Center

In June 2015, the Mayor and Manager of the Town approached the Miami-Dade County Mayor's Office and MDPLS to re-visit the feasibility of the Town joining the Library Taxing District, and, also to establish a library branch at the previously-referenced location.

MDPLS, working with the Town, has conducted multiple site visits to the proposed location, met on multiple occasions with the Town Manager, Assistant Town Manager, as well as the architects of the proposed community center/library, and have developed a menu of possible service delivery options and associated costs for consideration by the Town. Below, and attached, is a summary of those options and associated cost estimates.

Bay Harbor Islands - Demographics

- Bay Harbor Islands is one of seven municipalities not currently in the Library Taxing District
- Population – 2013 Estimate – 5,854

- Population Under 18 years old – 1,270
- Population Between 18 and 65 years old – 3,583
- Population Over 65 years old – 1,001
- 46% Hispanic or Latino, 49.1% White (non-hispanic), 2.5% African-American, 2.4% Other

Schools in Area

- Ruth K. Broad Bay Harbor K-8 Center – 1165 – 94 Street, Bay Harbor Islands
- Nautilus Middle School – 4301 North Michigan Avenue, Miami Beach
- Miami Beach High School – 2231 Prairie Avenue

Existing Libraries in Area

- North Shore Branch Library – 2.5 miles (9 minutes driving time)
- Sunny Isles Beach Branch Library – 5.0 miles (14 minutes driving time)
- Miami Beach Regional Library – 7 miles (21 minutes driving time)
- Northeast Dade – Aventura Branch Library – 7.6 miles (19 minutes driving time)

Library Statistics of Existing Bay Harbor Islands Patrons

- 344 registered patrons within the Town (purchase non-Resident Library card)
- Library Statistics of Current Bay Harbor residents with Non-Resident Library Cards:

FY 2014-15 Check-Out Statistics by Town of Bay Harbor Residents	
Material Type	Quantity
Audiobook Cassette	1
Audiobook CD	170
Book-Adult	2,495
Children's Audiobook CD	4
Children's Book	1,505
Children's Book with CD	2
Children's DVD	86
Children's Language Instruction	4
DVD-Adult	406
Language Instruction	1
Laptop\Tablet	67
Large Print Adult Book	193
Museum Pass	29
Music CD	36
Music Score	20
Paperback	368
VHS	1
Video Games	2
YouMedia - Book	2
Young Adult Book	185
Total Materials Checked-Out	5,577

Service Delivery Options/Costs

Attachment 1 provides a detailed breakout of estimated revenues associated with the Town joining the Library Taxing District, effective October 1, 2016, as well as estimated expenditures to the County for start-up costs such as furnishings, information technology, books and related materials, and, for general operating costs, which are primarily associated with staffing the new library location. This Attachment shows three service delivery models, which will be summarized further below.

Revenues

It is important to note that in estimating the additional revenues that would be generated by the Town joining the Library Taxing District, it is assumed that the millage rate in FY 2016-17 will remain at its current level (.284), and, that the tax roll growth will be approximately 6.5%. The 6.5% tax roll growth was based on a recent 5-year financial forecast provided by the Office of Management and Budget. Based on the criteria above, if the Town joins the Library Taxing District, effective October 1, 2016, the additional estimated revenues to the Library Taxing District would be approximately \$223,567.

Expenditures

As mentioned above, three service delivery options were developed in an effort to develop a budget balanced within the revenue parameter provided above. The following are assumptions, based on our discussions with the Town, that have been made in developing these service delivery options and associated cost estimates:

- In working with the Town, and as shown in Attachment 1, several expenditure line items, primarily associated with the infrastructure build-out of the library space, such as data drops, electrical outlets, security cameras, phone system, to name a few, are shown as “Covered by Bay Harbor Build out”. In our discussions with the Town, it was agreed that the Town would provide a fully-partitioned space for the library, and would be responsible for providing all of these items as part of their build-out. This is an element of our recent discussions, as compared to the 2012 discussions, that has substantially narrowed the gap in revenues versus estimated expenditures for this project, especially as it relates to start-up costs.
- One major unknown continues to be the amount of rent desired by the Town, if any, for the County’s occupancy at this location. Since specific guidance has yet to be provided by the Town, the expenditure estimates assume zero rent, but, our numbers do reflect cost estimates for utilities, janitorial services, and pest control, based on current contractual costs that MDPLS incurs at other similar-sized facilities in the library system. We will need to know the Town’s decision on rent for this location in order to finalize this proposal, as well as to finalize an interlocal agreement.
- The purchase of furniture is a major component of the start-up costs for any library location. Our options contemplate both the use of some available existing furniture to partially furnish this location, as well as for the purchase of new furniture. The willingness

of the Town to accept some level of existing new and/or used furniture could help the start-up cost component of this proposal substantially. Additionally, the Town has mentioned that there may be \$15,000 - \$20,000 from their project budget to use towards furnishings. This funding, if available, could help decrease our estimated start-up costs.

Service Delivery Options

In developing our service delivery options for this location, multiple factors were taken into consideration, including the unique “co-habitation” of the community center and the library, the relatively small footprint that the library will be occupying, the demographics of the Town, library statistics/check-out rates/material usage over the past three years of Town residents that have purchased a non-resident library card for the Library Taxing District, input received from the Town Mayor and Manager, and input from Library Administration and Branch Operations staff on how to most effectively serve the Town.

Options A and B focus on meeting a broad demographic of patrons that desire the combination of having Librarian services available to answer questions and provide one-on-one Library services, having a robust collection of printed materials (books, DVDs), but, also want the availability of technology-based services, including free Wi-Fi for use with personal devices, public desktop computers, and public laptops/tablets available for check-out. Option C focuses on an almost entirely automated service delivery model, using the latest in automatic book and DVD dispensers, with minimal on-site staff. Below are assumptions associated with each option:

Option A – Summary

- Assumes 5 days per week of service (40 hours), 10 a.m. – 6 p.m., M - F
- Staffing complement is 1 full-time Librarian, 1 part-time Children’s Services Specialist, and 1 part-time Library Page
- The shared nature of the community center and library space provide us the flexibility to provide this minimal staffing model
- The Children’s Services Specialist would work part-time at this location, as well as at a nearby library location, focusing primarily on providing programming activities during after-school hours, and would also serve as a back-up to the full-time Librarian.
- Cost of furnishings required could be partially offset by existing new and used furniture available throughout the Library system; also, any funding available from the Town could further offset furniture needs
- Printed materials (books, DVD’s, etc.) would largely be from existing inventory, primarily from the materials collection that was recently put in storage when the temporary Northeast location closed; costs shown assume that an approximately \$15,000 investment to supplement this collection with additional adult and children’s bestsellers, and popular DVD’s, would provide a robust collection for this location
- Information technology would include public desktops and laptops available for check-out, free Wi-Fi, public catalog and reservation computers, staff computers, a self check-out machine, wireless printing, and all associated hardware, software, and peripherals that are available at all library branches

Option B – Summary

- Largely the same service model as Option A, with the exceptions of providing an entirely new materials collection and new furnishings, as summarized further below
- If the Town prefers that the furnishings within the Library location follow a specific design vision for the location, it would be necessary for the County to purchase all new furniture for the location. Based on the pricing of furniture recently obtained for the new Northeast-Dade Aventura Branch, as well as reviewing the proposed floor plan for the Bay Harbor location, this line item reflects our best estimate as to the shelving, computer and work stations, reading tables, chairs and lounge furniture, etc. that would be needed to properly furnish this location.
- If the Town prefers that this location receive an entirely brand new materials collection, our estimate for purchasing the inventory for a collection of approximately 4,500 books and DVDs, and other materials is approximately \$80,000.

Option C - Summary

MDPLS has researched products from various providers of automated library systems. Automated library systems, such as shown in Figure 2 below, have become more widely used in recent years. The primary components of an automated library system, include a book vending machine, a media box for DVD's and games (similar to a RedBox), and an automated locker system to facilitate pick-up of materials requested from other library branch locations, all of which are designed to be fully integrated with Integrated Library Systems, such as Polaris, which is utilized by MDPLS.



Figure 2 – Book vending machine, media box, and locker system.

While this service delivery model has not previously been deployed by MDPLS, we believe this location is well-suited for our partnership with the Town, especially given the co-location of the community center and library.

This would be a substantially different service model than proposed in Options A and B. First and foremost, our staffing complement would be reduced to only a part-time Children's Services Specialist and part-time Library Page, versus having a full-time staffing presence available. Also,

the materials available would only be those available in the automated systems, or, those requested to be delivered from other branches to the locker system. There would not be traditional shelving (stacks) on-site. This would also shift the furnishing needs more towards reading tables, computer tables, and lounge furniture given the lack of shelving needed on site. This service model would also continue to provide free Wi-Fi, public desktops and laptops/tablets, and all of the information technology infrastructure and hardware mentioned in Options A and B.

Recommendations

As can be seen in Attachment 1, start-up costs encompass the majority of the first-year fiscal impact associated with opening a new branch under all three service delivery models. We have worked extensively on minimizing this impact, to the extent possible, and we believe each of the options provided would give the Town the option to join the Library Taxing District, with each of the options requiring some flexibility from the Town as to the actual opening date of the branch during the first year (October 1, 2016 – September 30, 2017), as discussed further below.

In reviewing the three options provided, MDPLS believes that Option A provides an approach that will appeal to the widest possible range of Bay Harbor residents. This option, while slightly exceeding the revenue constraints could be adjusted by delaying the actual opening date of the branch for a few months, with the understanding that Bay Harbor residents will still have all rights and privileges afforded to all Library Taxing Districts residents. Additionally, if there are features that the Town, whether it be related to the amount of furniture, the extent of information technology proposed, etc., that the Town does not feel is necessary or within the Town's vision of this location, such items could be removed from this proposal.

For Option C, while this would be a "state-of-the-art" approach to providing library services, it would be necessary for the County to go through a competitive procurement process to obtain an automated library system. This option also has a first-year start-up cost that alone exceeds the revenue estimates. As with Option A, if the Town were desirous of an "automated library" approach, we would recommend the Town proceed with joining the Library Taxing District as of October 1, 2016, with the understanding that it would likely be August of 2017 until the library branch could be opened. This would allow the time to complete the procurement process, as well as offset fiscal impact of the start-up costs associated with this option.

Depending on the Option desired by the Town, the operating costs (non start-up costs) shown for Year 1 will be the base level going into Year 2. In budget preparation for Year 2, the Town and MDPLS will evaluate the functionality of the space and prioritize line items such as additional staffing, an enhanced materials collection, additional programming, additional days/hours of operation, capital expenditures (furnishings or technology), or, some combination thereof, to address community interests and needs and to continue to align the revenues generated by the Town with the level of service provided by MDPLS.

We look forward to discussing these options with you. If the Town is amenable to one of these options, we will proceed to presenting the option that is chosen to our Mayor for final approval.

Town of Bay Harbor Islands Proposed Branch Library- Projected Start-Up and Recurring Operating Costs

Location: 1165 95 Street, Bay Harbor Islands, Florida, 33181
Proposed Days and Hours of Operation: Monday - Friday - 10:00 am - 6:00 pm
Possible Effective Date: October 1, 2016

	Option A - Existing Furniture and Library Materials	Option B - New Furniture and Library Materials	Option C - Automated Service Delivery	Notes
	FY 2016-17	FY 2016-17	FY 2016-17	
Revenues:				
Projected FY 2016-17 Ad Valorem Revenue (@.284 millage rate)	223,567	223,567	223,567	Assuming 6.5% roll growth from current year and flat millage rate, based on OMB 5-year Projection
Start-Up Expenditures:				
Option A - Existing Furniture	40,000			Costs shown are for furniture that would need to be purchased to supplement existing furniture that is available; assuming 10 double-sided mobile shelving units, wall shelving units, and 1 OPAC stand are already available; need to purchase a small circulation desk, reading tables, reading chairs, computer workstation furniture and chairs, lounge furniture, and children's furniture; assumes installation costs to vendors, paperback spinners, DVD Display, staff chairs
Option A - Library Materials (Supplement temp NE Collection)	15,000			Currently 6,600 items available from the temporary NE location in storage. \$15,000 could be expended to supplement this collection with additional best-seller's and children's books.
Option B - Purchase New Furniture		60,000		10 Double sided shelves (\$1,200 each) - 48x24x36, 1 OPAC stand (\$1,500), Print Station, Reading Tables, Computer Tables, Chairs for all Tables, Lounge furniture, paperback spinners, dvd displays, staff chairs
Option B - Library Materials (New Collection)		80,000		Estimate to purchase an entirely new materials collection
Option C - Library Materials			15,000	Would need to supplement the existing collection to ensure a more up-to-date materials collection is available to the Town
Option C - Automated Book and DVD Vending System			126,000	To sit within Library area and would store collection of adult and children's best-sellers, as well as learning and reference materials for all ages - Books, DVDs; Location would not be staffed by MDPLS full-time
Option C - Furniture Needed if Book and DVD Automated Vending System Option is Considered			51,500	
Book Drop	3,000	3,000	3,000	
Signage (Inside/Outside)	6,000	6,000	3,000	Vinyl exterior storefront signage; and interior directional and informational signage
All Information Technology Related Start-Up Costs (Patron PCs and Tablets, Staff and OPAC Computers (also LEAP tablets), Wi-Fi installation, Telecom switch, software and maintenance costs	63,413	63,413	63,413	
Copy Machine Lease	6,468	6,468	6,468	Annual Lease Cost
Data Drops	0	0	0	Covered by Bay Harbor Buildout
Electrical Outlets	0	0	0	Covered by Bay Harbor Buildout
Alarm System	0	0	0	Covered by Bay Harbor Buildout
Security Cameras	0	0	0	Covered by Bay Harbor Buildout
Phone System	0	0	0	
Cash Register	2,300	2,300	2,300	Need to buy a new one
Security Gates/Door Counters	0	0	0	Not needed due to shared location w/ comm. center
Subtotal FY 16-17 Start-Up Costs	136,181	221,181	270,681	
Staffing and Operating Expenditures*:				
Rent/Common Area Maintenance Payment	0	0	0	Need number from Bay Harbor Islands
Staff - Full-Time Librarian 1	68,402	68,402	0	
Staff - Children's Services Specialist (50%)	20,460	20,460	20,460	Position to provide children's services 2 to 3 days per week under all three options; shared between Bay Harbor and North Shore (amount shown represents half of the salary and fringe associated with a full-time CSS
Staff - Part-Time Library Page	12,036	12,036	12,036	
Utilities - Electric, Water	3,500	3,500	3,500	Part of Bay Harbor Rent/CAM payment?
Janitorial Services	13,000	13,000	13,000	Part of Bay Harbor Rent/CAM payment?
Pest Control	2,400	2,400	2,400	Part of Bay Harbor Rent/CAM payment?
Office Supplies - Annual Allocation	1,000	1,000	700	
Software/Maintenance Costs - Recurring			5,000	
Other Miscellaneous Supplies	700	700	700	
Subtotal FY 16-17 Staffing and Operating Costs	121,498	121,498	57,796	
Total FY 16-17 Start-Up and First-Year Operating Costs	\$257,679	\$342,679	\$328,477	

*Depending on the Option desired by the Town, the operating costs (non start-up costs) shown for Year 1 will be the base level going into Year 2. In budget preparation for Year 2, the Town and MDPLS will evaluate the functionality of the space and prioritize line items such as additional staffing, an enhanced materials collection, additional programming, additional days/hours of operation, capital expenditures (furnishings or technology), or, some combination thereof, to address community interests and needs and to continue to align the revenues generated by the Town with the level of service provided by MDPLS

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 17.

ITEM: Consideration and Approval of a proposal from The Bancorp to lease five (5) new Police vehicles in the amount of \$29,679.29 per year. Enclosed find a copy of the proposed lease agreement.

DESCRIPTION:

The annual lease per vehicle is \$5,936, which totals \$29,676.29 for this budget year. The Base price of the vehicles is \$26,363 and will be purchased through the Florida Sheriffs Association Cooperative Bid Award.

The proposed lease agreement is for five (5) years.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure will require appropriations from the General Reserve Fund in the amount of \$29,679.29.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Lease Agreement	lease 2.pdf
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OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 10/02/2015, between The Bancorp Bank (Lessor) and

Town of Bay Harbor Islands

(Lessee).

Date 11/13/2015

Customer# -

Unit # .

Year, Make & Model	VIN
2016 Ford police Interceptor utility AWD (K8A)	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
black	dark	per spec's # 7 on FL Sheriff s Bid	fl	n/a

Term & Frequency	5 Annual	Security Deposit	\$0.00
Original Value	\$26,363.00	Down Payment	\$0.00
Base Payment	\$5,935.26	Termination Value	\$1.00
Sales / Use Tax	0	Estimated Initial Tax & Tags	n/a
Total Annual Payment	\$5,935.26		

Additional Terms and Conditions:

5 ordered units, the schedule is per vehicle, subject to credit approval

LESSEE Town of Bay Harbor Islands		Signature _____	
Signature _____		Title _____	
Title _____		Signature _____	
Signature _____		Title _____	
Title _____		LESSOR The Bancorp Bank	
Signature _____		Signature _____	
Title _____		Title _____	

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 18.

ITEM:

Consideration and Approval of expenditure for \$123,036.92 for all emergency equipment to retrofit three (3) current vehicles and nine (9) new police vehicles. Enclosed find a copy of the estimates and equipment description.

DESCRIPTION:

The emergency equipment is to retrofit the current and the new patrol vehicles which includes equipment, paint and labor costs.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure will require appropriation from the General Reserves Fund in the amount of \$123,036.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Line Items	Line items for Council Agenda.xlsx
2.	Equipment list	Bay Harbor Island Vehicle Equipment Items.pdf
3.	HG2 Estimate 1	hg2 quote 5212.docx
4.	HG2 Estimate 2	hg2 quote 5301.docx
5.	Paint Estimate CSA	Preliminary Estimate PSA veh 802.pdf

QTY	PART NUMBER
8	HG2RWINTSU VBR
10	PJ623
8	DRPNT
8	GRPHC
7	INST
6	21TR47MC
8	Z3
8	C3100U
8	Vertex-WW
9	7160-0411
9	7160-0285
9	7160-0250
9	MISC
9	7160-0251
7	QK0494ITU12
12	TH400
7	10-VS-XL-C
7	12VS-EXP-MT
7	WINDBAR
7	DOORPNL
9	Installation
5	Radio
10	Graphics
9	Tag/Title
3	C850-HD0012A
5	
25	<i>Equip/</i>
25	<i>PPE</i>
1	
1	
1	
2	
2	

Description	Price
HG2 Blue/Red Rear Window Light with Back Firing Lights	699
Brother Pocket Jet 6 Plus with Bluetooth & Cables	450
4 Doors Painted White	899
Customer Supplied Graphic Installation	119
Install Customer Supplied Radio	349
Code3 21TR 47" Multi-Color R/B Config#C75727 Full Flood & Amber Traffic Arrow	1400
Z3 100 Watt Siren	550
C3100 100 Watt Speaker with Bracket	175
Whelen Vertex White 4 Corner Strobes	240
Gamber Johnson Console with Cupholder & Armrest	409
Gamber Johnson Quad Motion Device	150
Gamber Johnson NotePad V Dock	299
100 Amp Breaker and Fuse Panel	45
Gamber Johnson Screen Support	35
Setina Rear Transport Seat Plastic	699
Thor 400 Watt Power Inverter	45
Setina SMC XL Partition	550
Setina SMC Expanded Metal Cargo Partition	265
Setina Window Barriers	138
Setina Door Panels	105
Installation/Labor	825
Radio/Antenna/Programming	4348.6
Graphics for SUV's;CSA	350
Tag/Title transfers	130
Code 3 Message Board Amber for Patrol Vehicles	929
<i>Santa Cruz – SC 916-5 Fixed Universal Gun Rack W/installation</i>	525
Vehicle equipment for trunk (see list)	328
PPE Equipment: Bag, Coveralls w/hood, gloves, boot covers, 3m full face respirators	305
802 – 2008 Chevy Impala (CSA): graphics \$400.00 w/installation; Paint \$2,106.80 (B/W); Light bar \$1,650.00 w/installation; = Total \$4,156.80	4156.8
501 – 2015 Ford Explorer (Johnson) – Paint \$950.00; laptop mounting solution w/printer \$1,433.00; graphics \$400.00 w/installation; installation of printer/laptop mounts \$150.00 = Total \$2,933.00	2933
494 – 2014 Ford Taurus – Ofc. Munschy - install cage - \$2057.00; install printer \$75.00 = Total \$2,132.00	2132
Removal of police radio and equipment from 2008 Impala's	150
Removal of police radio and equipment from 2006 Crown Vic's	180
TOTAL	

Total
5592
4500
7192
952
2443
8400
4400
1400
1920
3681
1350
2691
405
315
4893
540
3850
1855
966
735
7425
21743
3500
1170
2787
2625
8200
7625
4156.8
2933
2132
300
360
123036.8

HG2 Emergency Lighting

SALES QUOTATION

#6351

477 N Semoran Blvd
Orlando, FL 32807
(866) 468-4569

Sales@hg2lighting.com

TO: Bay Harbor Island Police Dept
Lt. Johnson



F.O.B. | Orlando
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: December 15, 2015
We are pleased to quote you the following:

ITEM	QUANTITY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	20	VE260	Trunk Organizer Item#VE260	\$172.19	3,443.80
2	20	FCONT	Flare Container	\$14.69	293.80
3	20	CSCNTP	Crime Scene Tape	\$14.29	285.80
4	25	FTAK	Dyno Med Vehicle First Aid Kit	\$21.99	549.75
5	25	TWKIT	Cortina Tool & Mold Triangle Warning Kit 3 Pack	\$47.99	1,199.75
6	5	OSF	Orion 30 Minute Safety Flares 36 Case	\$99.99	499.95
7	23	FEX2.5	2.5lb Vehicle Fire Extinguisher Kit	\$32.99	758.77
8	75	EDBLK	Kemp USA Myler Emergency Disposable Blanket	\$2.59	194.25
9	25	SPSCTN	Phlebotomy Sharps Container	\$3.99	99.75
10	25	RSTBG	Kwik Tek Line Rescue Throw Bag 50 Feet	\$24.99	624.75
11	25	LEGLVS	Wells Lamont Synthetic Leather Work Gloves	\$9.99	249.75
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
23					-
24					-
25					-
26					-
27					-
28					-
29					-
30					-
31					-
32					-
33					-
34					-
35					-
36					-
37					-
				Total	\$ 8,200.12
				Tax	Exempt
				Grand Total	\$ 8,200.12

Ali Bhojani

PER

December 15, 2015

DATE

HG2 Emergency Lighting

477 N Semoran Blvd
Orlando, FL 32807
(866) 468-4569

Sales@hg2lighting.com

TO: Bay Harbor Island Police Dept
Chief Sean Hemmingway

Ford Interceptor SUV



SALES QUOTATION

#5212

F.O.B. Orlando
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: November 9, 2015
We are pleased to quote you the following:

ITEM	QUANTITY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	21TR47MC	Code3 21TR 47" Multi-Color R/B Config#C75727	\$1,400.00	1,400.00
2			Full Flood & Amber Traffic Arrow		-
3	1	Z3	Z3 100 Watt Siren	\$550.00	550.00
4	1	C3100U	C3100 100 Watt Speaker with Bracket	\$175.00	175.00
5	1	Vertex-WW	Whelen Vertex White 4 Corner Strobes	\$240.00	240.00
6	1	7160-0411	Gamber Johnson Console with Cupholder & Armrest	\$409.00	409.00
7	1	7160-0285	Gamber Johnson Quad Motion Device	\$150.00	150.00
8	1	7160-0250	Gamber Johnson NotePad V Dock	\$299.00	299.00
9	1	MISC	100 Amp Breaker and Fuse Panel	\$45.00	45.00
10	1	7160-0251	Gamber Johnson Screen Support	\$35.00	35.00
11	1	QK0494ITU12	Setina Rear Transport Seat Plastic	\$699.00	699.00
12	1	TH400	Thor 400 Watt Power Inverter	\$45.00	45.00
13	1	10-VS-XL-C	Setina SMC XL Partition	\$550.00	550.00
14	1	12VS-EXP-MT	Setina SMC Expanded Metal Cargo Partition	\$265.00	265.00
15	1	WINDBAR	Setina Window Barriers	\$138.00	138.00
16	1	DOORPNL	Setina Door Panels	\$105.00	105.00
17	1	Installation	Installation/Labor	\$825.00	825.00
18					-
19					-
20					-
21					-
22					-
23					-
24					-
25			2016 Ford Interceptor SUV		-
26					-
27					-
28					-
29					-
30					-
31					-
32					-
33					-
34					-
35					-
36					-
37					-
				Total	\$ 5,930.00
				Tax	Exempt
				Grand Total	\$ 5,930.00

Ali Bhojani

PER

November 9, 2015

DATE

HG2 Emergency Lighting

477 N Semoran Blvd
Orlando, FL 32807
(866) 468-4569

Sales@hg2lighting.com

TO: Bay Harbor Island Police Dept
Chief Sean Hemmingway

Ford Interceptor SUV



SALES QUOTATION

#5301

F.O.B. Orlando
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: November 18, 2015
We are pleased to quote you the following:

ITEM	QUANTITY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	1080E	Blac-Rac Rifle Mount	\$525.00	525.00
2	1	C850-HD0012A	Code 3 Message Board Amber	\$929.00	929.00
3	1	HG2RWINTSU	HG2 Blue/Red Rear Window Light with Back Firing Lights	\$699.00	699.00
4	4	SAFESTOP	Safe Stop Vehicle Anti-Theft System	\$259.00	259.00
5	4	LEDSPF	LED Spot Light Upgrade	\$149.00	149.00
6	1	PJ623	Brother Pocket Jet 6 Plus with Bluetooth & Cables	\$450.00	450.00
7	1	DRPNT	4 Doors Painted White	\$899.00	899.00
8	1	GRPHC	Customer Supplied Graphic Installation	\$119.00	119.00
9	1	INST	Install Customer Supplied Radio	\$349.00	349.00
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
23					-
24					-
25			2016 Ford Interceptor SUV		-
26					-
27					-
28					-
29					-
30					-
31					-
32					-
33					-
34					-
35					-
36					-
37					3,970.00-
Total				\$	4,378.00
Tax					Exempt
Grand Total				\$	4,378.00

Ali Bhojani

PER

November 18, 2015

DATE

**CARSTAR ACE SULLINS PAINT &
BODY**

Workfile ID: dc2b6428
Federal ID: 65-0015050

6025 SW 35TH CT, MIRAMAR, FL 33023
Phone: (954) 983-0209
FAX: (954) 964-2237

Preliminary Estimate

Customer: Bay Harbor Islands

Written By: Kyle Wharff

Insured: Bay Harbor Islands
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Bay Harbor Islands

Inspection Location:
CARSTAR ACE SULLINS PAINT & BODY
6025 SW 35TH CT
MIRAMAR, FL 33023
Repair Facility
(954) 983-0209 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

Year: 2008
Make: CHEV
Model: IMPALA POLICE
Color: Int:

Body Style: 4D SED
Engine: 6-3.9L-FI
Production Date:
Condition:

VIN:
License:
State:
Job #:

Mileage In:
Mileage Out:
Vehicle Out:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats

PAINT

Clear Coat Paint

OTHER

Power Trunk/Gate Release

Preliminary Estimate

Customer: Bay Harbor Islands

Vehicle: 2008 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	Refn	Bumper cover w/o fog lamps					3.0
3		Add for Clear Coat					1.2
4		HOOD					
5	Refn	Hood					3.2
6		FENDER					
7	Refn	RT Fender					2.2
8		Overlap Major Adj. Panel					-0.4
9	Refn	LT Fender					2.2
10		Overlap Major Adj. Panel					-0.4
11		ROOF					
12	Refn	Roof panel w/o sunroof					3.0
13		Overlap Major Adj. Panel					-0.4
14		FRONT DOOR					
15	Refn	RT Door shell					2.0
16		Overlap Major Adj. Panel					-0.4
17	Refn	LT Door shell					2.0
18		Overlap Major Adj. Panel					-0.4
19	R&I	RT Handle, outside w/o chrome				0.3	
20	R&I	LT Handle, outside w/o chrome				0.3	
21	R&I	RT R&I trim panel				0.4	
22	R&I	LT R&I trim panel				0.4	
23	R&I	RT Belt w'strip				0.3	
24	R&I	LT Belt w'strip				0.3	
25	R&I	RT Mirror assy w/o defogger smooth				0.3	
26	R&I	LT Mirror assy w/o defogger smooth				0.3	
27		REAR DOOR					
28	Refn	RT Outer panel					2.0
29		Overlap Major Adj. Panel					-0.4
30	Refn	LT Outer panel					2.0
31		Overlap Major Adj. Panel					-0.4
32	R&I	RT Belt w'strip				0.3	
33	R&I	LT Belt w'strip				0.3	
34	R&I	RT Handle, outside w/o chrome				0.3	
35	R&I	LT Handle, outside w/o chrome				0.3	
36	R&I	RT R&I trim panel				0.4	
37	R&I	LT R&I trim panel				0.4	
38		QUARTER PANEL					
39	Refn	LT Quarter panel					2.2
40		Overlap Major Adj. Panel					-0.4
41	Refn	RT Quarter panel					2.2

Preliminary Estimate

Customer: Bay Harbor Islands

Vehicle: 2008 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

42		Overlap Major Adj. Panel		-0.4
43	TRUNK LID			
44	Refn	Trunk lid w/POLICE		2.3
45		Overlap Major Adj. Panel		-0.4
46		Clear Coat		2.5
47	REAR BUMPER			
48	Refn	Bumper cover w/o dual exh		3.0
49		Add for Clear Coat		1.2
SUBTOTALS			0.00	4.6
				32.2

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					0.00
Body Labor	4.6 hrs	@		\$ 38.00 /hr	174.80
Paint Labor	32.2 hrs	@		\$ 38.00 /hr	1,223.60
Paint Supplies	32.2 hrs	@		\$ 22.00 /hr	708.40
Subtotal					2,106.80
Grand Total					2,106.80
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					2,106.80

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE (FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A \$1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A \$1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Customer: Bay Harbor Islands

Vehicle: 2008 CHEV IMPALA POLICE 4D SED 6-3.9L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1CB06, CCC Data Date 11/2/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 19.

ITEM: Additional discussion requested by Council Member Marano regarding the concept presented at last month's meeting of a cohesive plan for the Causeway Island, which includes an entrance feature and a some passive park features on the island's median. Enclosed is information provided by Council Member Marano. Attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island and photographs provided by Assistant Manager JC Jimenez at the request of the Council.

DESCRIPTION:

As per the Council's direction, pictures of a sample message board are provided with a screen size of 6' x 4' at various locations on Kane Concourse.

The Miami Shores sign enclosed is 7' long.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Causeway Concept	Marano Causeway Concept.pdf
2.	Proposed Signs	Entry Signs1.pdf
3.	Sign Photos by JC	Photos by JC.pdf

BAY HARBOR ISLANDS

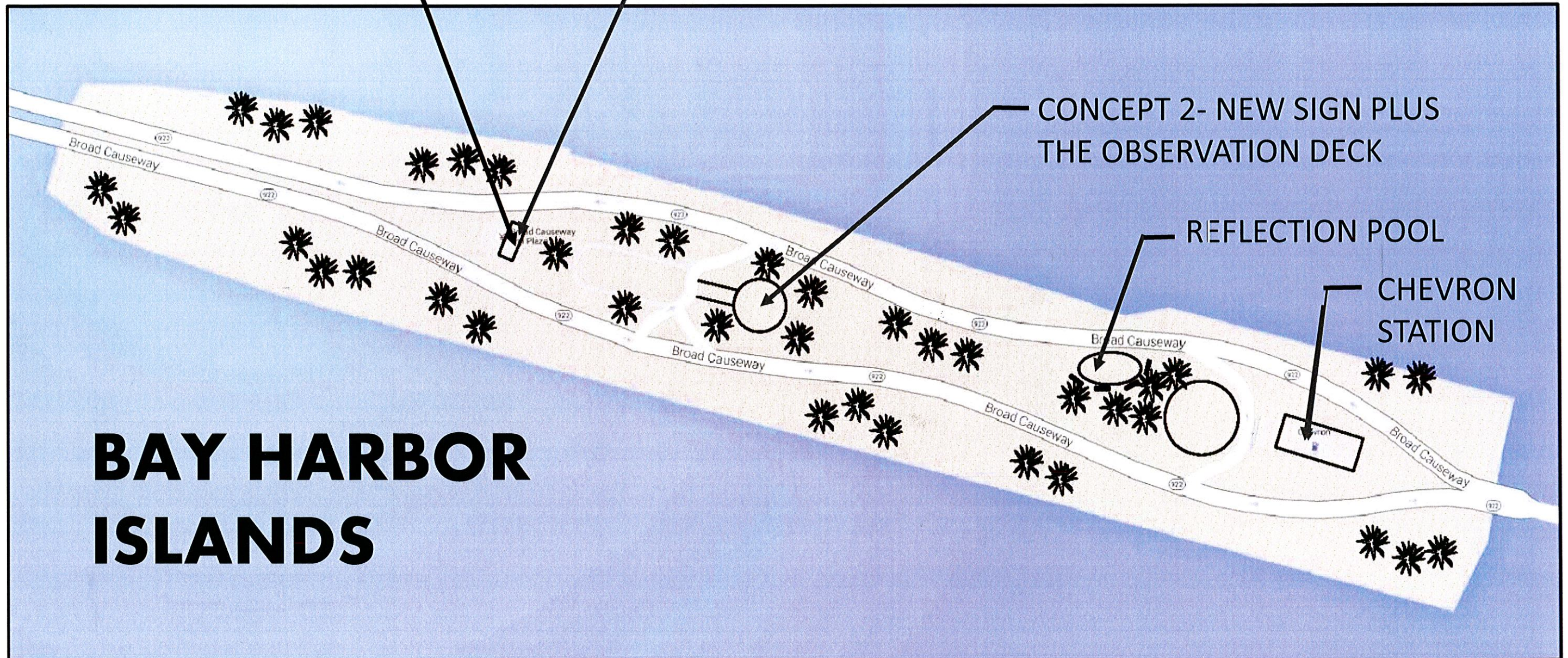
OPTION 2 - BHI SIGN PLUS OBSERVATION DECK

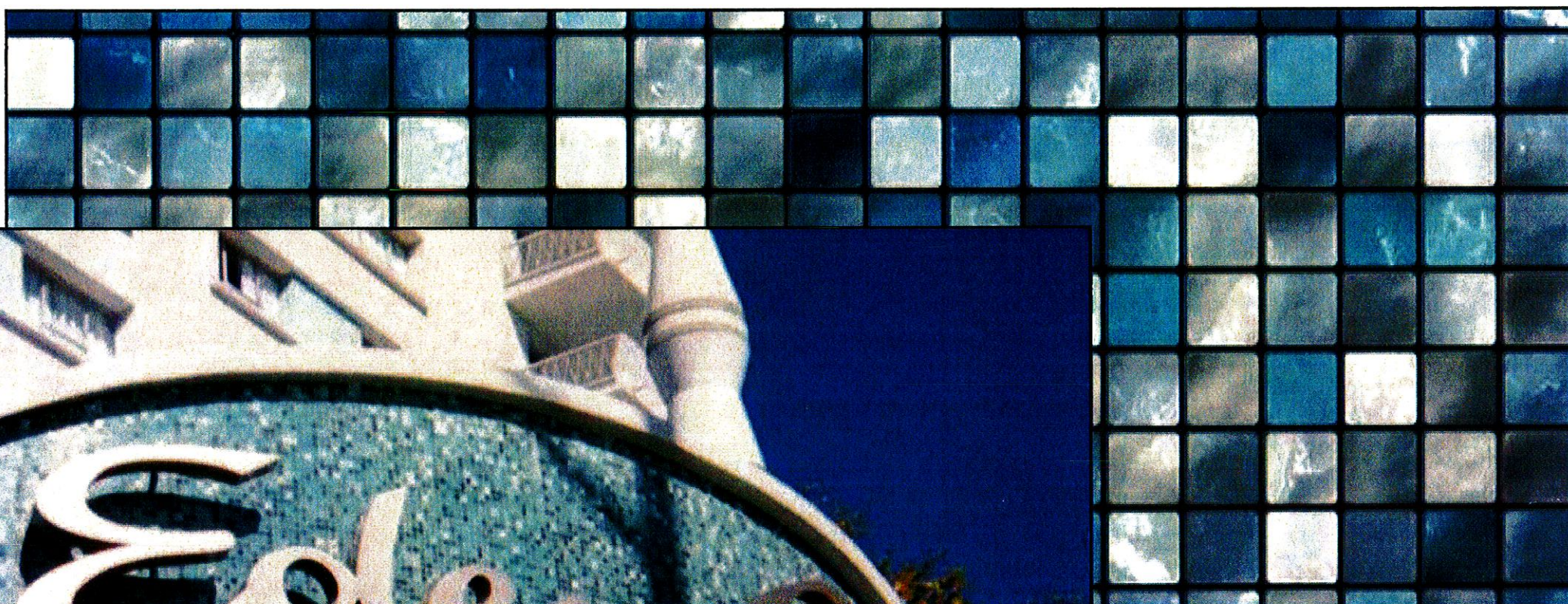
CONCEPT 1- SIGN IS THE TOWER

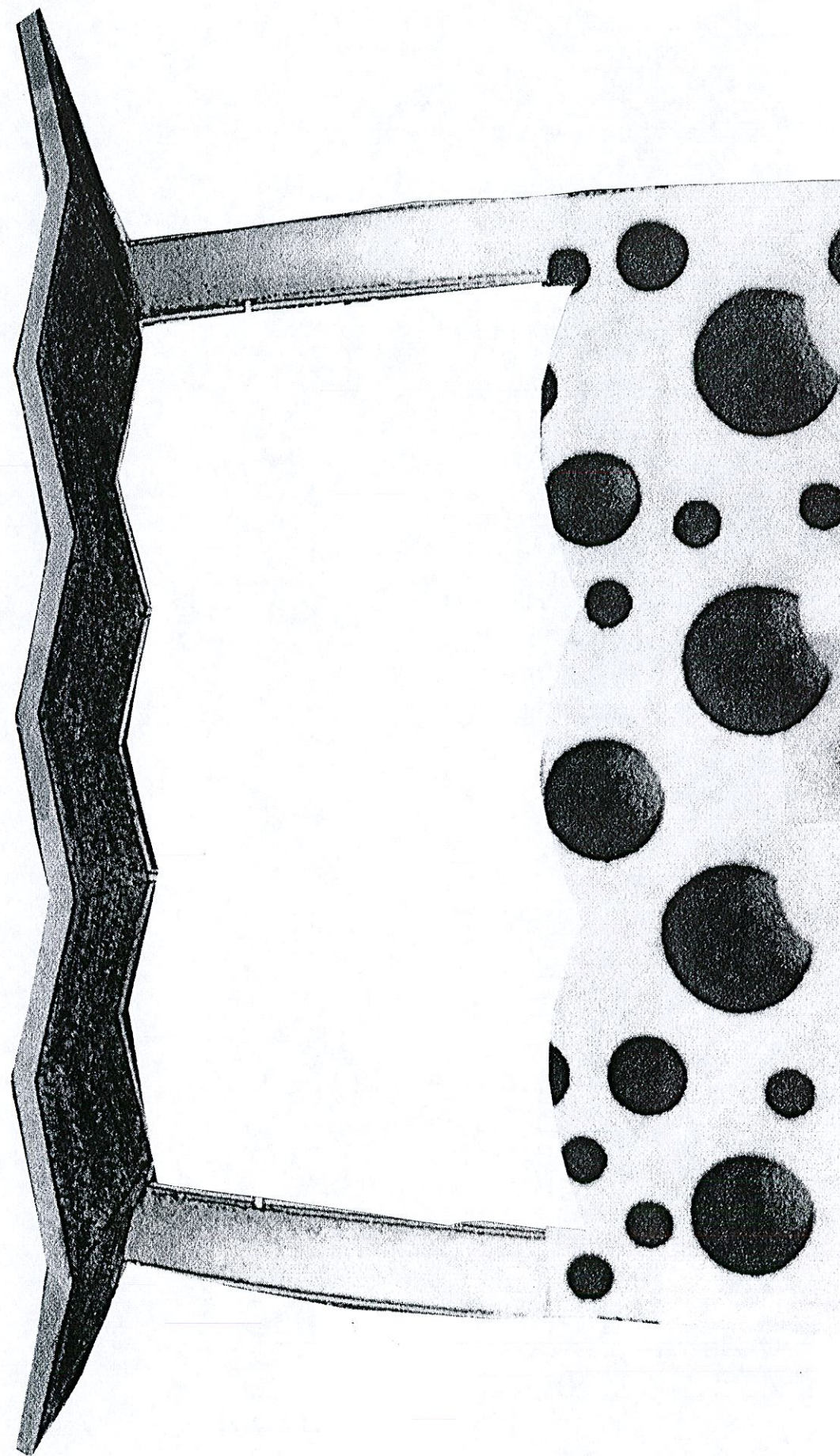
CONCEPT 2- NEW SIGN PLUS THE OBSERVATION DECK

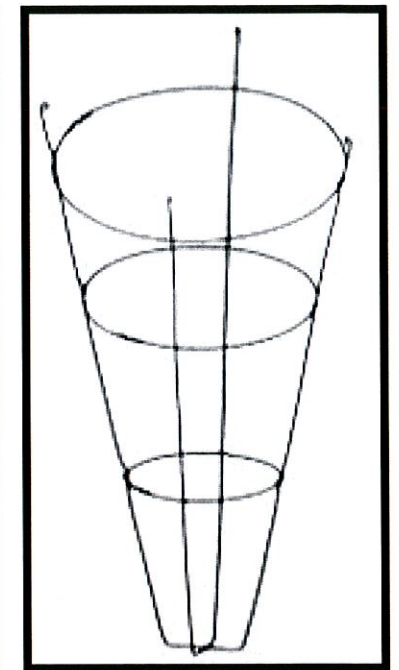
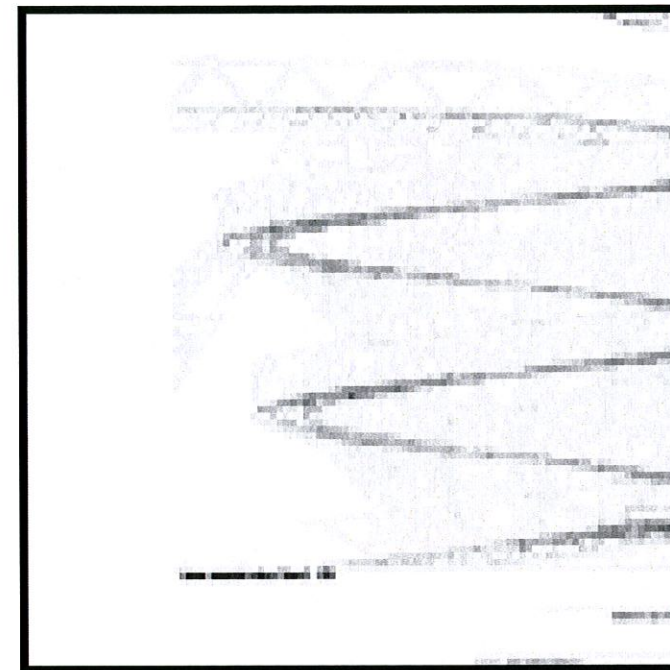
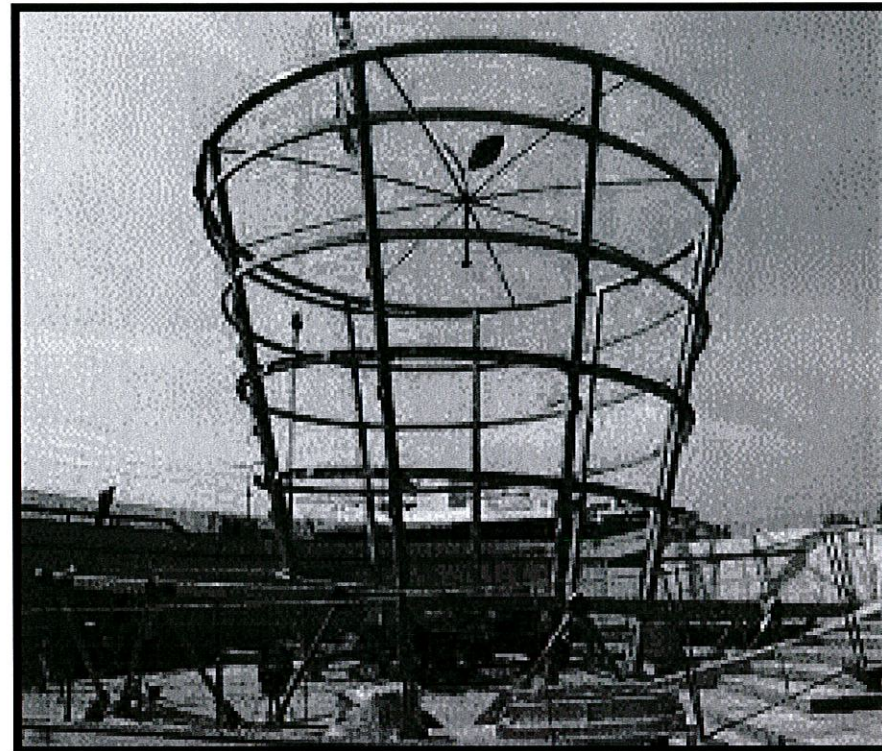
REFLECTION POOL

CHEVRON STATION

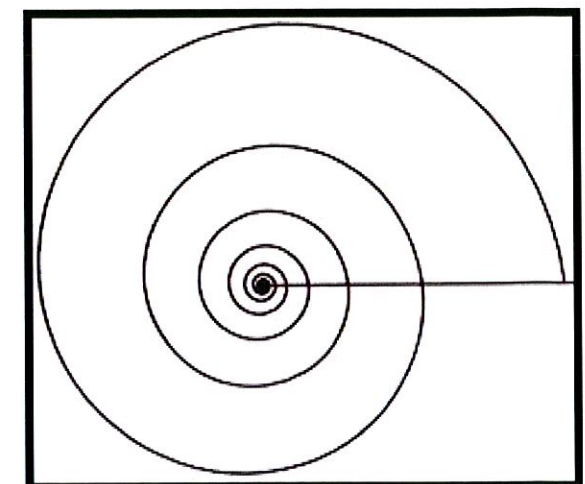
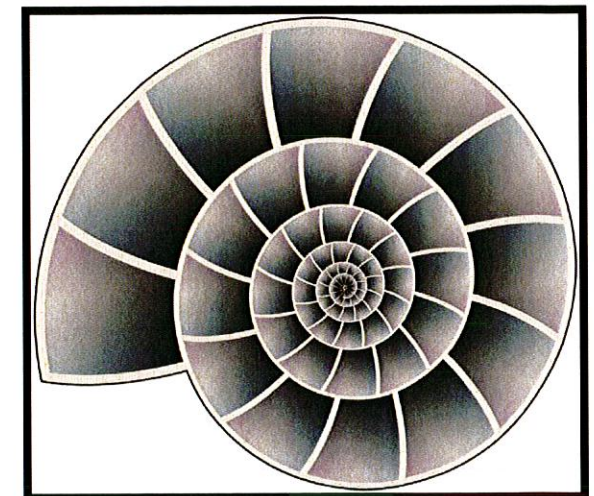
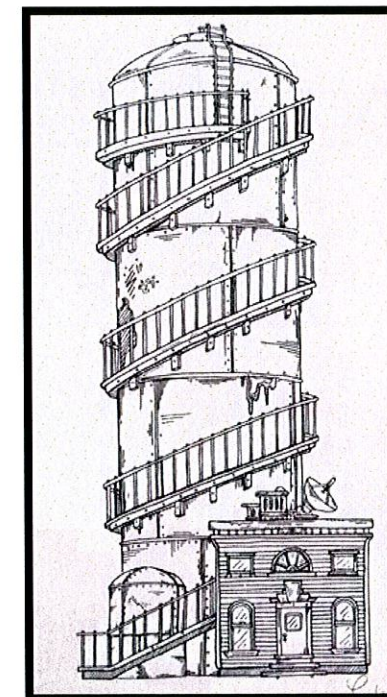
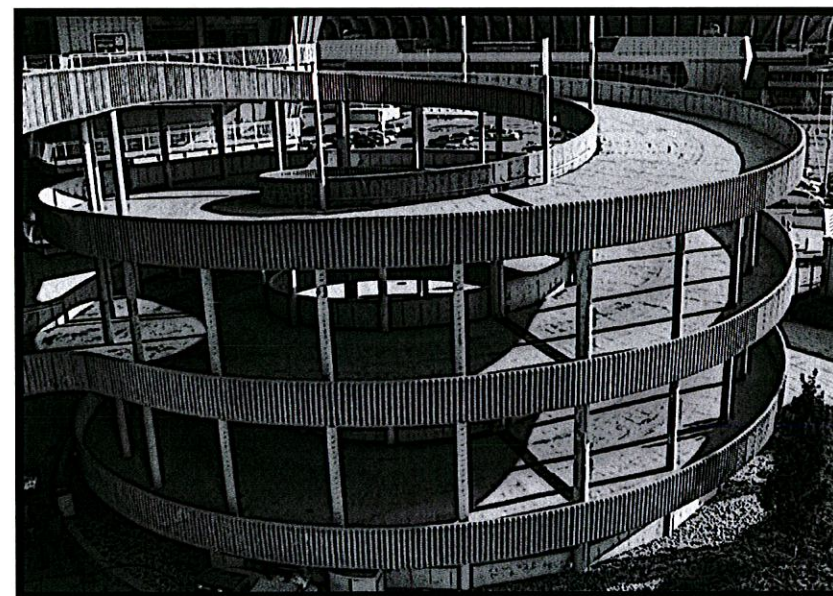
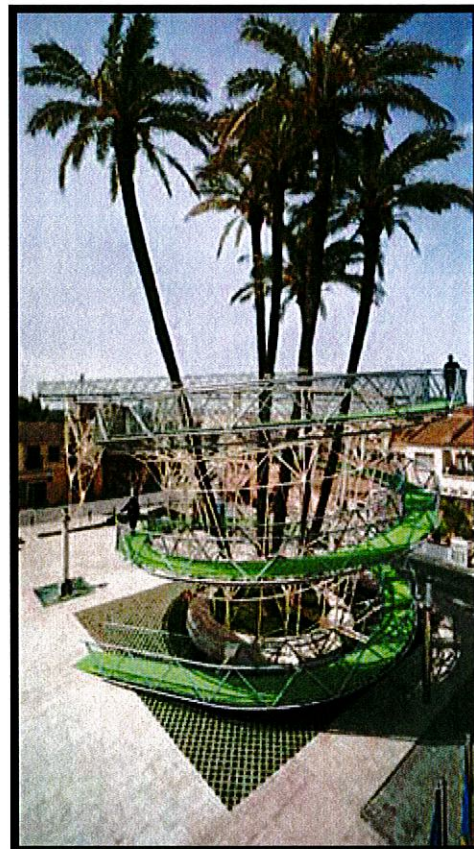
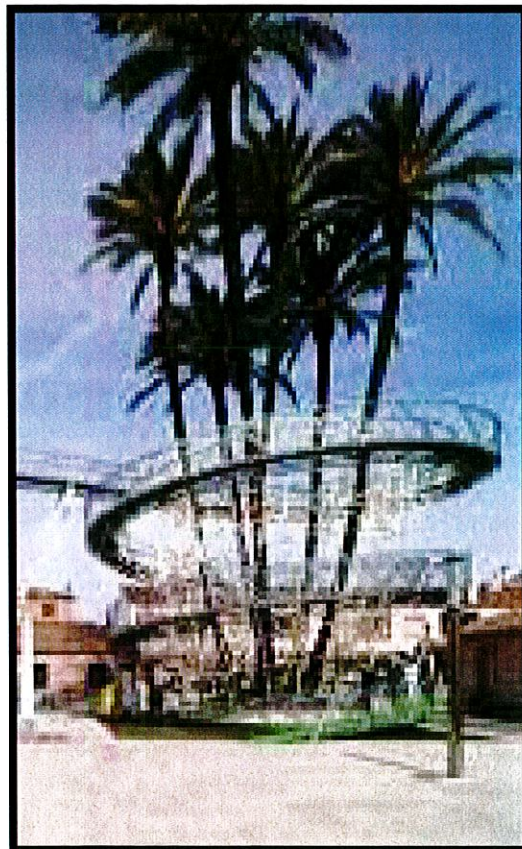


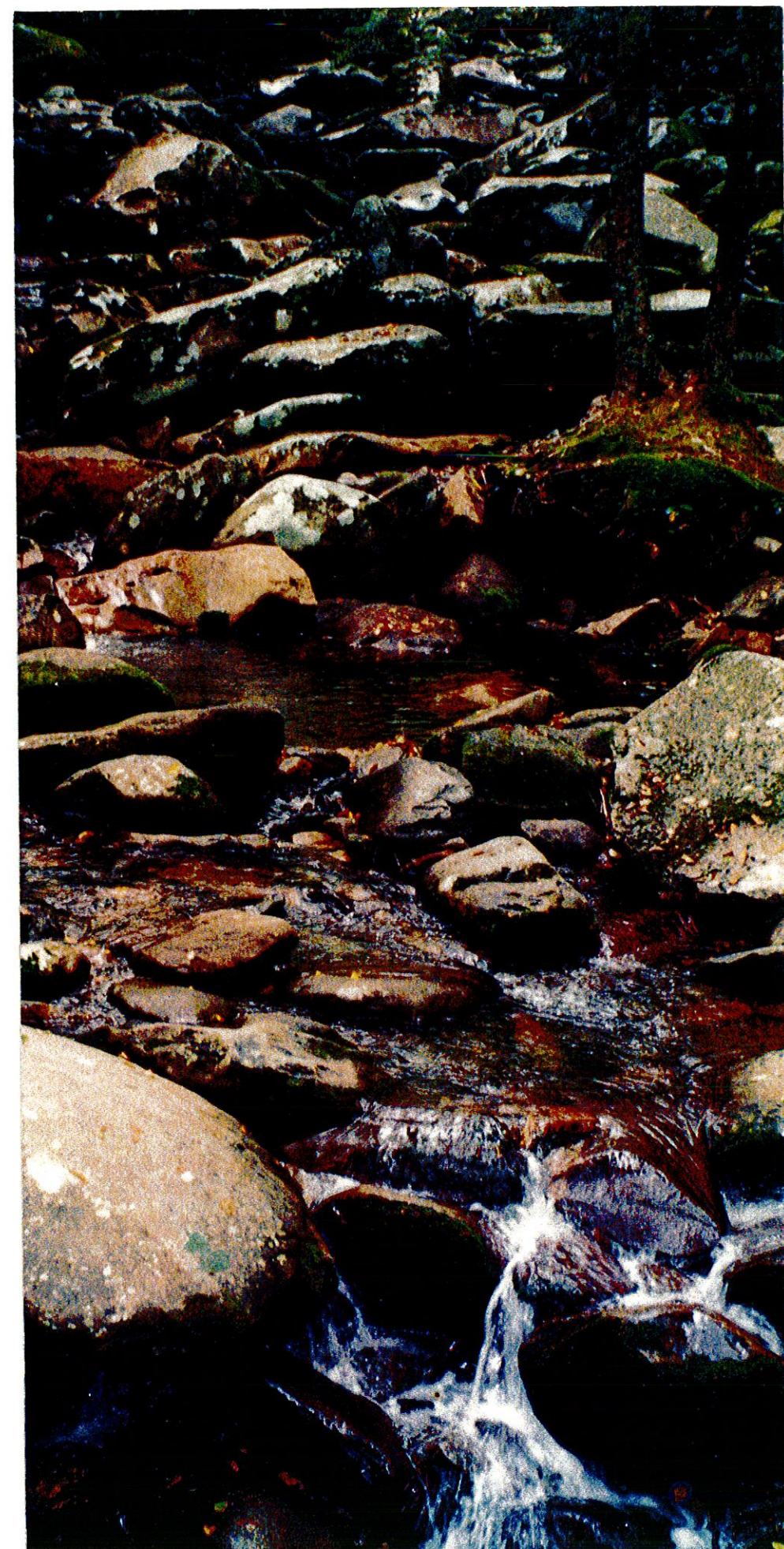




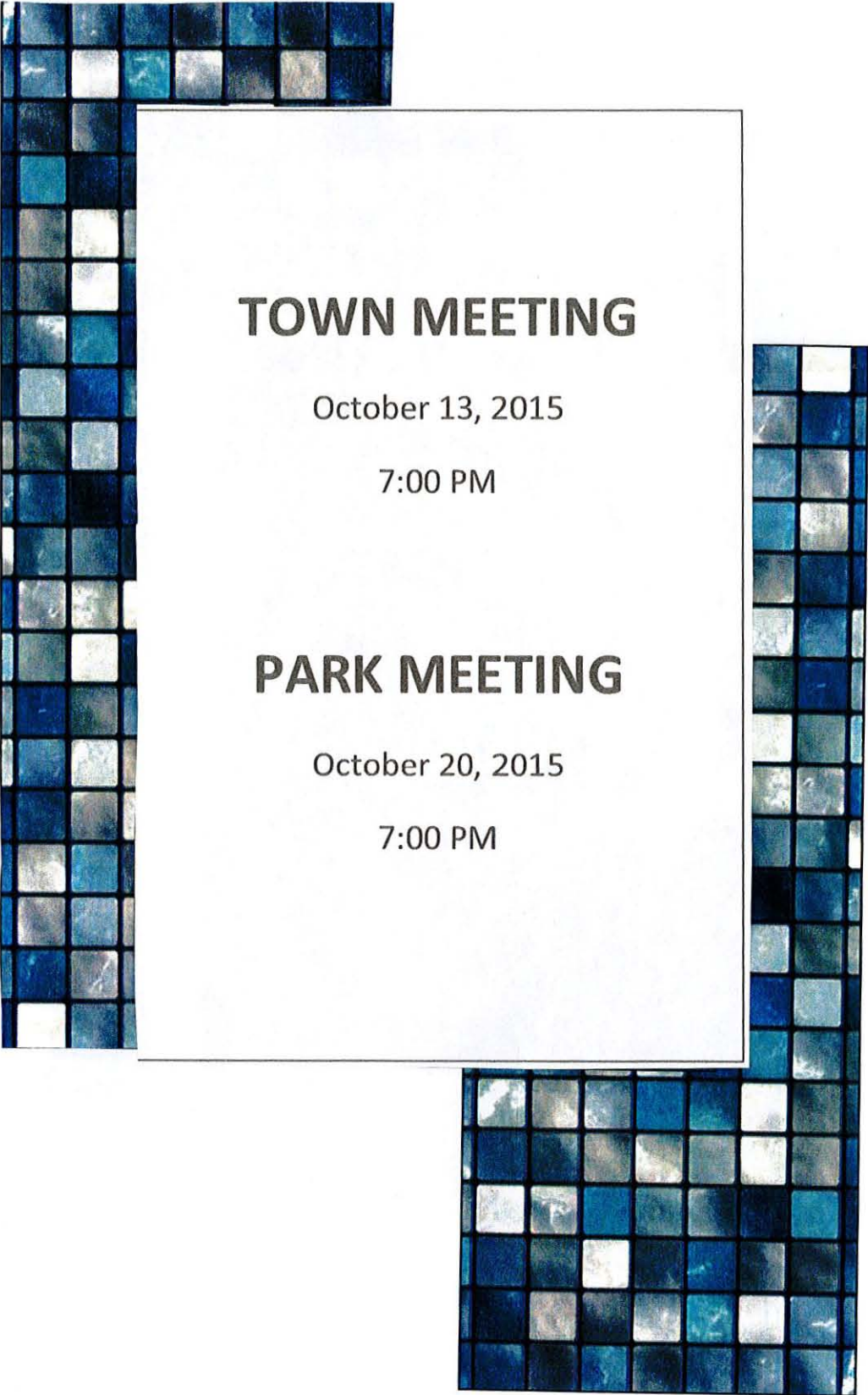


OBSERVATION DECK
SPIRAL ADA COMPATIBLE RAMP









TOWN MEETING

October 13, 2015

7:00 PM

PARK MEETING

October 20, 2015

7:00 PM

The background of the entire image is a mosaic of small, square tiles in various shades of blue and white. The tiles are arranged in a grid pattern, with some tiles appearing lighter and others darker, creating a textured, water-like effect.

Bay Harbor Islands

Shepard Broad Causeway

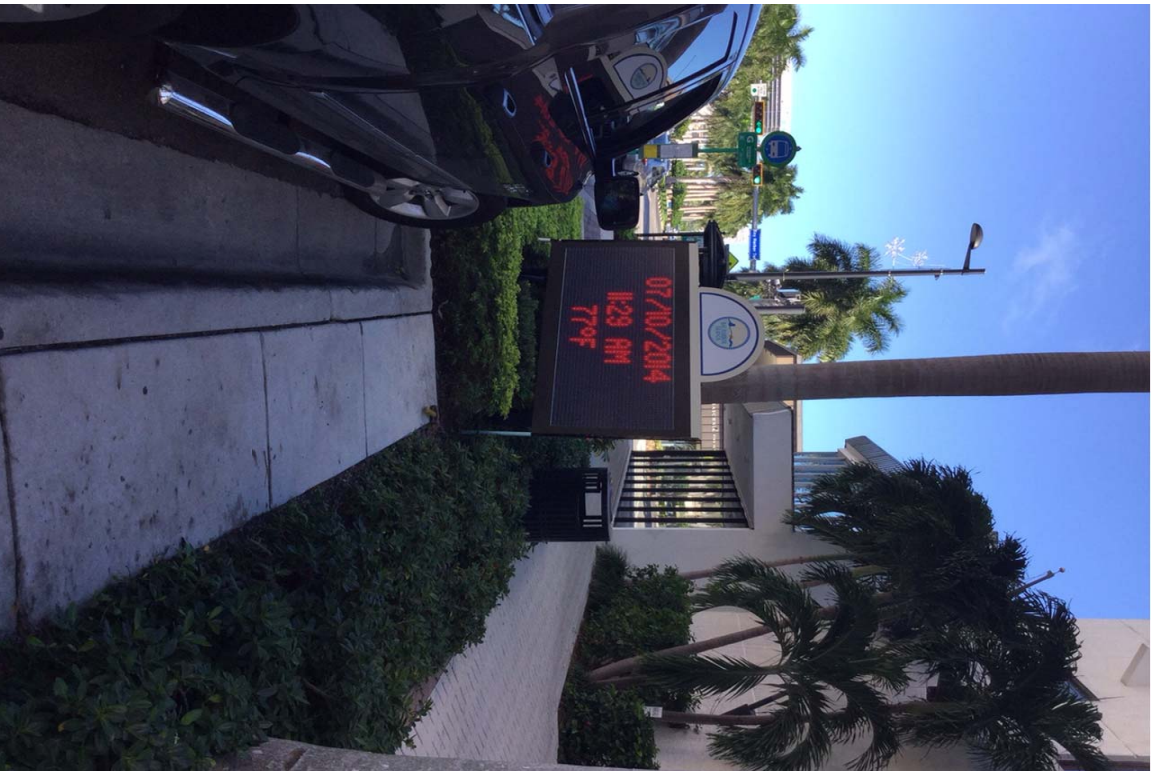


Bay Harbor Islands

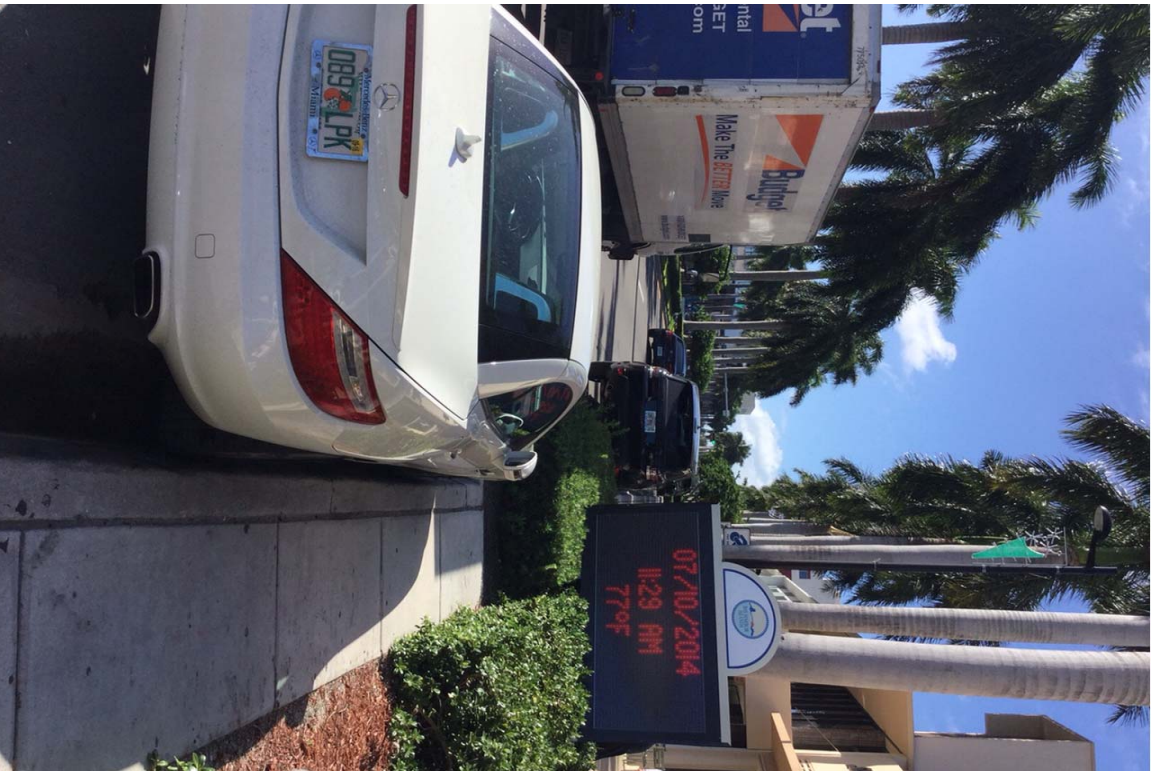


Shepard Broad Causeway









AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 20.

ITEM: Discussion requested by Council Member Marano on creating a Business District Committee.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Doris Marano, Council Member

ATTACHMENTS

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 21.

ITEM: Discussion requested by Vice Mayor Bruder and Council Member Salver pertaining to the ground floor use on Kane Concourse. Enclosed find a copy of Section 23-5 of the Town Code.

DESCRIPTION:

Vice Mayor Bruder and Council Member Salver requested a discussion pertaining to Section 23-5 of the Town Code with regards to the non-conforming use currently allowed on the ground floor of Kane Concourse.

Section 23-5 (7)

Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. **For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.**

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Stephanie Bruder, Vice Mayor

ATTACHMENTS

1.	Section 23-5	23-5 Town Code.pdf
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Sec. 23-5. - Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots abut the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.
- (2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.
- (3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, drug and sundries.
- (4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.
- (5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.
- (6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.
- (7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or

fewer ground floor uses, at least 50 percent of the ground floor space shall be used for the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

- (8) Religious institutions provided any such use is located on the second floor or higher floors of buildings.
- (8.1) No land or structure shall be utilized as a religious institution without a public hearing before the town council. An institution facility shall be defined as churches and ecclesiastical or denominational or established physical places for worship at which non-profit religious services and activities are regularly conducted and carried on. All incidental and ancillary uses shall be delineated on the zoning application and shall constitute a restriction on the uses permitted on the property. All subsequent ancillary and incidental uses shall require a separate application which shall be subject to approval by the town council.
 - (a) *Application.* The applicant shall submit an application for zoning approval on a form approved by the town manager. The application shall include a detailed site plan which shall include the elevation of the structure from all sides of the structure, a floor plan, a landscape plan, a parking plan (which may include a cross parking agreement or other mitigating factors which will address the parking requirements of the zoning code) and other documentation which the applicant believes will support its application. The application shall require a filing fee in the amount of \$1,500.00, made payable to the town. In addition, the applicant shall furnish to the town manager, within 20 days of filing the application, a certified list of property owners within 500 feet of the application property.
 - (b) *Public hearing.* The town council shall conduct a public hearing(s) in accordance with F.S. ch. 163. No public hearing shall be conducted by the town council unless and until all pending code violations have been corrected and all outstanding fines paid in full.
 - (c) *Burden of proof.* At the duly advertised public hearing, the applicant has the affirmative duty to satisfy all of the requirements:
 - 1. That the use will not unduly burden public facilities including, but not limited to traffic, off-street parking, water and sewer, police and fire; and
 - 2. That the use will not significantly result in a diminution of the value of the property in the immediate vicinity; and
 - 3. That the use will not result in a materially greater adverse impact on public services and facilities than the impact that would result from development of the same parcel pursuant to the underlying district regulations; and
 - 4. The applicant shall demonstrate compliance with other provisions of the zoning code, including, but not limited to section 23-24 of the Code. If the applicant is unable to meet one or more of the provisions of the Code, they may be permitted to waive such provision(s) based upon competent and substantial evidence that demonstrates that such provision(s) is/are unnecessary or unwarranted and no new adverse impacts will result from this waiver. In its deliberations, the town council shall consider special circumstances, which may be attributable to the applicant based upon its religious practices.
 - (d)

Restrictive covenant. At least ten days prior to the public hearing, the applicant may submit a declaration of restrictive covenants which shall be executed by the owner and tenant which shall, if applicable;

1. Restrict the use to the submitted site;
2. Contain restrictions on the hours of operation or other special attributes of the religious facility;
3. A statement that the applicant has satisfied all outstanding code violations and fines;
4. Other restrictions mutually agreed upon by the applicant and town manager.

The restrictive covenant shall be approved by the town attorney for form and legal sufficiency.

- (e) *Change of ownership or tenancy.* The property owner shall have the affirmative duty and obligation to notify the town manager, in writing, of any change of ownership or tenancy of property utilized as a religious institution. Said written notification shall occur within 30 days of the change. Failure to timely notify the town manager of the change of ownership and/or tenancy can result in the termination of the authorization of the religious facility to conduct its services, following a duly advertised public hearing.
- (9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.
- (10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.
- (11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- (12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.
- (13) Dry cleaning pick-up and delivery, provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (14) Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.
- (15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:
- (a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.
 - (b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.
 - (c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational

license) or certificate of use.

- (d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).
- (e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:
 - 1. The name, address, telephone number and e-mail address of the tenant/sponsor;
 - 2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
 - 3. The estimated number of persons attending;
 - 4. A description of the purpose of the event/function;
 - 5. The hours of the event/function;
 - 6. A description of any planned beverage/food or entertainment; and
 - 7. An off-street parking plan to accommodate the attendees (if required).
- (f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.
- (g) No bright lights, globes, strobes or flashing lights shall be permitted.
- (h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.
- (i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

Prohibited uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as

items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

(Ord. No. 108, § 5, 6-10-57; Ord. No. 125, § 1, 1-12-59; Ord. No. 287, § 1, 1-13-75; Ord. No. 699, § 1, 3-11-02; Ord. No. 747, § 3, 8-16-04; Ord. No. 794, § 1, 4-10-06; Ord. No. 7997, § 1(Exh. A), 7-10-06; Ord. No. 893, § 1(Exh. A), 11-9-09; Ord. No. 915, § 1(Exh. A), 8-8-2011; Ord. No. 931, § 1(Exh. A), 3-12-2012; Ord. No. 963, § 1(Exh. A), 4-7-14)

AGENDA ITEM REPORT

January 11, 2016

ITEM NUMBER: 22.

ITEM: Discussion requested by Council Member Salver to discuss possible legislation to prohibit contracting with a business which engages in boycotting of a person or entity based on race, color, religion, gender, or national origin. Enclosed find a copy of related information for other cities.

DESCRIPTION:

Council Member Salver requested a discussion pertaining recent legislation passed at the Village of Bal Harbour that prohibits the boycott of a person or entity based on race, color, religion, gender, or national origin.

Enclosed find a copy of an ordinance recently adopted at the Village of Bal Harbour.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Isaac Salver, Council Member

ATTACHMENTS

1.	BH Ordinance	Anti BDS Ordinance - VBH.pdf
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ORDINANCE NO. 2015-_____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE BAL HARBOUR VILLAGE CODE OF ORDINANCES BY CREATING ARTICLE X “ CONTRACTING WITH THE VILLAGE”, OF CHAPTER 2 “ADMINISTRATION” OF THE VILLAGE CODE, PROHIBITING THE VILLAGE FROM PROCURING GOODS OR SERVICES FROM, OR OTHERWISE CONTRACTING WITH A BUSINESS WHICH ENGAGES IN THE BOYCOTT OF A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council strongly opposes the practice of economic discrimination and boycotts of persons and/or entities on the basis of race, color, religion, gender or national origin; and

WHEREAS, the Village Council desires to protect the interests of its citizens by ensuring that they, through the Village Council, will not be party to such discriminatory business practices and boycotts, and furthermore that Village Council contracts with the private sector are protected from the practical and legal instability inherent to parties that support or engage in such discriminatory practices.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Village Code Amended. That Article X “Contracting with the Village”, of Chapter 2 “Administration” of the Bal Harbour Village Code of Ordinances is hereby created and shall read as follows:

Article X. “Contracting with the Village.

Section 2-401. Definitions. As used in this Article, the following terms shall have the following meanings:

Boycott means to blacklist, divest from, or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity. The term Boycott does not include:

- (a) A decision based upon business or economic reasons;

- (b) A Boycott against a public entity or foreign state when the boycott is applied in a non discriminatory manner;
- (c) Boycotts or divestments of particular jurisdictions that are specifically authorized or required by federal law or state law.

Business means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority owned subsidiaries, parent companies or affiliates of those entities or business associations.

Open Trade Jurisdiction means World Trade Organization members and those countries with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade regulations.

Section 2-402. Non-Discrimination.

- (A) The Village shall not enter into a contract with a Business unless the contract includes a representation that the Business is not currently engaged in, and an agreement that the Business will not engage in, the Boycott of a person or an entity based in or doing business with an Open Trade Jurisdiction.
- (B) The Village may, in its sole discretion, elect to waive the requirements of this Article upon the affirmative vote of the Village Council where the Village Council deems the waiver necessary for the health, safety or welfare of the Village and its residents."

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and made part of the Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such

intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflict. That all sections or parts of sections of the Village Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this 20th day of October, 2015.

PASSED AND ADOPTED on second reading this __ day of _____, 201__.

Martin Packer
Mayor

ATTEST:

Dwight S. Danie Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Reviewed and Approved by Village Attorney Matthew J. Pearl