

TOWN OF BAY HARBOR ISLANDS

February 8, 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: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL :

SPECIAL PRESENTATION:

1. Presentation to the Winner of the T-shirt design used for the 10th Annual 5K / 10K Run and Walk.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

COUNCIL REPORTS:

TOWN MANAGER'S REPORT:

2. Report on Investments Performance for the quarter ending December 31, 2015. Mr. Dan Brea of BNY Mellon will provide a 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:

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

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

- a. Minutes of a Regular Council Meeting held October 13, 2015
- b. Minutes of a Public Hearing Meeting held on November 9, 2015
- c. Minutes of a Regular Council Meeting held on November 9, 2015
- d. Minutes of a Special Meeting held on November 23, 2015

4. **Approval** of an Inter local Agreement with the Miami-Dade County for the enforcement of Section 21-81, 8CC of the Code of Miami-Dade County. Enclosed find the proposed agreement and supporting documents.
5. **Approval** to carry-forward appropriations from the 2014-2015 budget into the 2015-2016 budget year. Enclosed find a copy of a Memorandum from Finance Director, Alan Short.
6. **Approval** of a Construction Trailer to be located at 9601 East Bay Harbor Drive (Bay Harbor Hotel, LLC) as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the renderings and supporting documents.

STAFF RECOMMENDATION: Approval.

ORDINANCES ON SECOND READING:

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

8. **Approval** on an ordinance on **second** reading requested by Council Member Reid and Mayor Leonard 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

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** on an ordinance on **first** reading requested by Council Member Salver amending Chapter 2 of the Town Code to prohibit contracting with a business which engages in boycott of a person, or entity based on race, color, religion, gender, sexual orientation, marital status or national origin. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE BAY HARBOR CODE OF ORDINANCES BY CREATING SECTION 2-4, "CONTRACTING WITH THE TOWN", OF CHAPTER 2 "ADMINISTRATION" OF THE TOWN CODE, PROHIBITING THE TOWN AND PENSION FUND 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, SEXUAL ORIENTATION, MARITAL STATUS, OR NATIONAL ORIGIN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

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

10. **Consideration and Approval** of a private TDR transaction of the transfer of two (2) dwelling units from Bay Harbor Holdings, LLC (10201-10231 East Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans, and other supporting documents.

STAFF RECOMMENDATION: Approval.

11. **Consideration and Approval** of a private TDR transaction of the transfer of six (6) dwelling units from TCPC Corporation (10001 East Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans and other supporting documents.

STAFF RECOMMENDATION: Approval.

12. **Consideration and Approval** of Change Orders 11, 12 and 13 in favor of M & J Construction of Pinellas County Inc. in the total amount of \$127,884.66. Enclosed find a copy of the change order forms.

STAFF RECOMMENDATION: Approval.

POLL VOTE

13. **Consideration and Approval** of a proposal from Kimley-Horn and Associates, Inc in the amount of \$44,000 for the preparation of a limited due diligence report for the renovation or relocation of Town Hall. Enclosed find a copy of the proposal.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

14. **Approval** of a proposal from Airstron, Inc. in the amount of \$102,568 for emergency repairs to the Air Conditioning System for Town Hall. Enclosed find a copy of the proposal and supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

15. **Discussion** requested by Finance Director Short on the Town Investment Policy. Enclosed find a copy of the investment policy and supporting documents.

STAFF RECOMMENDATION: No Action Recommended.

DISCUSSION ITEMS:

16. **Discussion** requested by Council Member Reid for approval to instruct the Town Attorney to draft an ordinance with the required language for a Charter Amendment on Term Limits and the separate election of the Mayor.

STAFF RECOMMENDATION: Council Discretion

17. **Discussion** requested by Mayor Leonard regarding starting talks with neighboring cities to share parks and recreation facilities for the benefit of the town's young residents.

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.



Bay Harbor Islands
10th Annual 5K/10K Run & Walk

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 2.

ITEM: Report on Investments Performance for the quarter ending December 31, 2015. Mr. Dan Brea of BNY Mellon will provide a report.

DESCRIPTION:

Report on Investment Performance for the quarter ended December 31, 2015. Mr. Dan Brea of BNY Mellon will present the report.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 3.

ITEM:

Approval of the following Meeting Minutes:

- a. Minutes of a Regular Council Meeting held October 13, 2015
- b. Minutes of a Public Hearing Meeting held on November 9, 2015
- c. Minutes of a Regular Council Meeting held on November 9, 2015
- d. Minutes of a Special Meeting held on November 23, 2015

DESCRIPTION:

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Draft Minutes	Draft Minutes - feb2016.pdf
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**MINUTES OF A REGULAR COUNCIL MEETING
TOWN OF BAY HARBOR ISLANDS**

A regular meeting of the Town Council was held on Monday, October 13th, 2015 at 8:37 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

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Fuller pulled Item 1A from Consent Agenda for discussion.

Mayor Leonard requested a Resolution urging the legislature to legislate the Workforce Act that would prohibit discrimination in Florida on the basis of sexual orientation and gender identity or expression.

Council Member Reid requested a future Item for the Town Attorney to provide an update on vacation rentals.

COUNCIL REPORTS:

Council Member Marano requested the removal of the Council Reports Section on the Agenda to provide more time for items to be discussed.

Council Member Reid reported she attended the Best Practices Conference and would like to see a resident's crime watch in Town.

Council Member Salver reported he attended the Best Practices Conference; Florida Municipal Loan Council Meeting, where he was reappointed as Chair; Florida League of Cities Meeting and the Children's Trust Meeting.

Vice Mayor Bruder invited the residents to attend the Town's 2nd Annual Halloween Party this month.

Mayor Leonard reported he attended the Best Practices Conference and stated that there were many great quality discussions.

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that the Community Center was moving forward but was waiting for the Fire Department Approval. He also met with the Miami Dade County with regards to a possible Library Branch for the Community Center.

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

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and thanked the Administrative Staff for the beautiful flowers on Kane Concourse.

Frances Neuhut, 9920 W. Broadview Drive, came forward to address the Council. She urged the Council to consider a Charter amendment for the Council Term Limits and a Mayor's Run for Office.

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 1. Consideration and Approval of the following Meeting Minutes:

b. June 8, 2015 - Regular Council Meeting

Item 2. Consideration and Approval of a Mutual Aid Agreement with the City of Miami Police Department and the Town of Bay Harbor Islands Police Department.

Item 3. Consideration and Approval of a renewal of a Mutual Aid Agreement with the City of Sunny Isles Beach and the Town of Bay Harbor Islands Police Department.

Item 4. Consideration and Approval of a construction trailer to be located at 1100 100 Street as required by Section 23-4(7) of the Town Code.

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

At this time Item 1b was taken for discussion.

Item 1. Consideration and Approval of the following Meeting Minutes:

a. May 11, 2015 - Regular Council Meeting

Council Member Fuller made corrections to the proposed Minutes.

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

At this time Item #17 was taken out of order.

Item 17. Discussion and direction to staff on proposed changes to the ordinance regulating single family driveways, driveway materials and related items. This item briefly discussed at a previous Council meeting at the request of Council Member Yaffe.

There was a brief discussion regarding the type of materials proposed; Bermuda grass; edging; drainage for flooding; borders around the driveways and setbacks.

PUBLIC COMMENT

Frances Neuhut, 9920 W. Broadview Drive, came forward to address the Council. She suggested new language to include the setbacks and was opposed to giving up the Town's right of way.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She asked the Council to consider the property that could be affected by the possible Code amendment.

CLOSED PUBLIC COMMENT

ACTION: Consensus was for Staff to prepare an ordinance for first reading for the Code amendment.

Item #11 was taken at this time.

Item 11. Consideration and possible approval of a Business Tax Receipt (Occupational License) Application for Dr. Miami BootyQ, LLC to operate a business (Boutique; Gift Shop; Botox

injections and laser tattoo removal) to be located at 1072 Kane Concourse. Rosy Zion will in attendance to answer any questions.

At this time Council Member Salver recused himself for this item.

Town Clerk Siegel stated that the Clerk's Office received a Business Tax Receipt Application for the reference business location. The proposed business was located on the ground floor of Kane Concourse. They are proposing tattoo removal and Botox injections. She also added that the business owner has complied with all the required inspections.

Business Representative, Rosy Zion, came forward to address the Council. She was proposing a business with retail use on the ground floor and would provide Botox Injections and tattoo removal on the second floor. She added that Dr. Miami primary office location was at 1140 Kane Concourse and was mainly used for medical procedures.

There was a brief discussion on the proposed use; ground floor allowable use; lease agreement listed as Professional Association office and the proposed name of the business.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and stated that the lease does specify the professional use. He was opposed to the proposed business name.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She was opposed to the proposed Business.

Frances Neuhut, 1060 Kane Concourse, came forward and stated she was trying to promote more business and bring more retail to Kane Concourse. She was opposed to the proposed business.

CLOSED PUBLIC COMMENT

ACTION: The Town Council consensus was to deny the Business Tax Receipt Application as presented.

ORDINANCES ON SECOND READING:

5. Consideration and Approval of an ordinance on second 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. Enclosed is a copy of the proposed ordinance.

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.

At this time Council Member Salver returned to the meeting.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward to address the Council. He was opposed to the extending the time for submitting final working plans. He asked under what circumstances the Town Manager would not approve the additional 180 days.

Town Manager Wasson stated that there have been a few projects that have not been able to meet the 365 days deadline because of processing delays from the DERM.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that she was opposed to the extension for working plans submissions. She suggested for the Council to ask any new developments purchasing Town owned TDR to pay all the money at the time of approval.

CLOSED PUBLIC COMMENT

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

6. Consideration and Approval of an ordinance on second 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. Enclosed is a copy of the proposed ordinance.

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 and was opposed to the proposed ordinance.

CLOSED PUBLIC COMMENT

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

Item 7. Consideration and Approval of an ordinance on second 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. Enclosed is a copy of the propose ordinance.

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 UNI 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.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the proposed ordinance.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the proposed ordinance. Council Member Yaffe seconded the motion and it passed 5-2 by poll vote, with Council Member Marano and Council Member Reid opposed.

Item 8. Consideration and Approval of an ordinance on second reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service.

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 to approve the proposed ordinance. Council Member Fuller seconded the motion and it passed by unanimous poll vote.

Item 9. Consideration and approval of an ordinance on second 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 Reid seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 10. Consideration and Approval of an ordinance on first reading requested by Mayor Leonard amending Section 11 of the Town Code entitled land development regulations to create a new Green / Sustainable Building Program.

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.

PUBLIC COMMENT

Victor Maya, 1155 103 St, came forward to address the Council. He was concerned with incentives that were being offer to the private sector on fees. He felt that the burden would be placed on the Building Department. He asked why weren't any incentives offer to the older building that did meet the criteria on hand.

Frances Neuhut, 1060 Kane Concourse, came forward and felt that the proposed ordinance was difficult to understand the language and asked for clarification.

PUBLIC COMMENT

Mayor Leonard explained that the proposed legislation originally came from the League of Cities, as a concerned on sustainability. He stated that only 7 municipalities offer this type certification program. The proposed legislation would piggy back from the City of Pinecrest Model that would offer energy efficient buildings. He would like to see a LEED Certified building in Bay Harbor Islands.

There was a brief discussion on the possible financial impact to the Town; the impact cost at the City of Pinecrest; and suggestion to bring a sustainability report.

ACTION: Consensus was to defer the proposed item to the next regular meeting.

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

Item 12. Request for an extension to close on an agreement for purchase and sale of Transfer of Development Rights between the Town and Furmanos, LLC. The contract was entered into May 11, 2015 for the purchase of five (5) TDR units to be transferred to the receiving property located at 1170 93 Street.

Attorney, Mathew Amster, the applicant has submitted the paperwork for a foundation permit, and would like an extension to close on the TDR agreement for Town owned TDR's. The applicant expects that with the extension they would have enough time to submit for final working plans. He also added that the applicant would pay the most current Town owned TDR prices. The Town would receive an additional \$60,000, if the extension was granted.

ACTION: Council Member Salver made a motion to approve the extension to close and for the applicant to pay the most current Town owned TDR prices. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 13. Consideration and Approval of a private TDR transaction of the transfer of four (4) dwelling units from Habitat 1175 Condominium, Inc. (1175 101 Street) to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive).

At this time Council Member Yaffe recused himself for this item.

ACTION: Council Member Salver made a motion to approve the private TDR transaction. Council Member Fuller seconded the motion and it passed 5-1 with Council Member Reid opposed.

Item 14. Consideration and Approval for a Request for Proposals (RFP) for "Community Transit Services".

At this time Council Member Yaffe returned to the dias.

Assistant Manager Jimenez asked for the Council consideration for Request for Proposals for the Town Shuttle bus service provider.

There was a brief discussion on a possible trolley design; estimated cost for Trolley bus; Shuttle routes; energy efficient transportation; possible trolley bus style with neighboring cities; contract extension with the same service provider; and the possibility for the bus to be wrapped in a different color.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and state that the current service provider was great. He asked what was for the current riders count with the current route. He felt that the current route was too long. Assistant Manager Jimenez responded that the Costco and Publix Shuttle stops in North Miami were very popular. He also reported that the count on the current riders had increased.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and thanked Assistant Manager Jimenez for proposing the Shuttle services.

ACTION: Consensus was for Staff to research the possibility to have the Town's Shuttle bus wrapped in a different color.

DISCUSSION ITEMS:

Item 15. Discussion requested by Council Member Marano regarding a cohesive concept for the Causeway Island, which includes an entrance feature and some passive park features on the island's median. Enclosed is information provided by Council Member Marano. Also attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island.

Council Member Marano explained a 5 year plan, to provide a vision of the Causeway Island. She proposed a visual sign to display the upcoming meetings; modern designs similar to the Eden Rock with lights; observation tower; benches; solar panels; water taxis or ferry service near the gas station area.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and thanked Council Member Marano for taking the initiative to provide a vision. He urged the Council to continue the discussion and further research the idea and felt that there were many great things that could be done for the Causeway Island.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She congratulated Council Member Marano for the Causeway Island concept that was presented. She felt that it was different and it would fit with the Islands.

Frances Neuhut, 1060 Kane Concourse, came forward and thanked Council Member Marano for the proposed Causeway concept. She urged the Town Council to discuss a visual message sign for the Town.

CLOSED PUBLIC COMMENT

There was a brief discussion regarding the reflection pond; water taxi; visual message board sign; traffic; pedestrian on the causeway; and a possible park.

ACTION: Consensus was for the item to be brought back for discussion at the next meeting.

Item 16. Discussion requested by Council Member Reid regarding the noise ordinance.

ACTION: Item was moved to the next meeting for discussion.

Item 18. Discussion requested by Council Member Fuller regarding amending the code to allow portable basketball hoops in the Town's Right-of-Way.

ACTION: Item was moved to the next meeting for discussion.

Meeting was adjourned at 11:01 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Public Hearing of the Town Council was held on Monday, November 9th, 2015 at 6:30 p.m. in the Council Chambers. Upon roll call the following member responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Doris Marano

Council Member Kelly Reid

Council 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 (96) unit hotel; six (6) floors of hotel rooms over one (1) floor of common area and a pedestrian promenade.

Town Attorney Sherman swore in all the individual testifying at the Public Hearing.

Alan Yania, President, of the Board of Condominium for 9401 Collins Ave. He came forward to address the Council. He spoke in behalf of the applicant, the Grand Beach Hotel in Surfside was located across from his building. He explained they did not encounter any problems with the development and had not encounter any traffic problems so far.

Ighal Eliav, 9630 E. Bay Harbor Drive, came forward to address the Council. He manages the building next to the Grand Beach Hotel in Surfside and they too had similar concerns with the traffic study. He urged the Town Council to see how the Hotel would benefit the residents and the Town.

Jeffrey Koster, 1135 103 St., came forward and supported the proposed development. He felt that the overall traffic flow was great.

Item 2. Approval or denial of the above re-zoning application, by consideration on second 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.

Council Member Marano was opposed to the proposed development and the traffic study. She did not agreed with the number of rooms proposed.

Council Member Reid asked the applicant to explain the changes to the site plan.

Joel Simmons, representative for the applicant, came forward to address the Council. He explained the applicant has made the suggested changes and were now seeking approval for 96 rooms Hotel. The increased the staff for the valet services; performed a peer review of the traffic study and the site plans reflect the appropriate changes.

Alan Tinter, Tinter Traffic, LLC., came forward to address the Council. He reported that that a peer review was performed for the proposed development for the traffic study that was submitted by David Plummer and Associates. The methology was reasonable, level of service would not be impacted by the Hotel. He stated that all of the new developments were taken into consideration; the new data submitted was reliable and the report was acceptable.

Council Member Reid asked if at the time of the traffic study was performed did they include the new development list. Mr. Tinter responded that his review was based on the information provided.

Council Member Reid was concerned with the traffic impact, parking and the Hotel density.

Joel Simmons, stated that that the applicant has not agreed for the restaurant and bar to be open to public. They could revisit that at a later time.

There was a detail discussion on a condition for approval on the number of staff for the valet service; peer review results; and the economic impact to the business district.

Council Member Salver stated that he had a conversation with the Mayor of the Town of Surfside relating to the Grand Beach Hotel in Surfside and he had positive comments.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked why wasn't the applicant require to apply for a variance for the parking spaces. She felt the proposed project would have an traffic impact on the Town.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to approve the Planned United Development. 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 20 Transfer of Development Rights (TDR) units.

ACTION: Vice Mayor Bruder made a motion to approve the site plan application. 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.

There being no further business to discuss meeting was adjourned at 7:13 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Regular meeting of the Town Council was held on Monday, November 9, 2015 at 7:20 p.m. in the Council Chambers. Upon Roll call the following member responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder	Council Member Joshua Fuller
Council Member Doris Marano	Council Member Kelly Reid
Council Member Issac Salver	Council Member Robert Yaffe

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid requested a future agenda item for the Town Attorneys to research a requirement for a Unity of Title to be settle before any project was approved by Planning & Zoning Board.

Assistant Town Attorney responded that for any new development building on 2 or more lots, the Town requires prior to the issuance of any Building permit that a Unity of Title be filed and recorded. He added that it was included as a condition with the site plan approval.

Council Member Marano pulled Item #4 for discussion.

COUNCIL REPORTS:

Council Member Marano stated that there was a beautiful article on the Biscayne Time on the local parks in Bay Harbor and invited the residents to attend the Veterans Day BBQ.

Council Member Reid requested for a new section to be created on the agenda for old business that would moved items from a previous meeting to be addressed first.

Council Member Salver reported he attended the Annual Halloween Parade, it was a great event, and also attended the Children's Trust Meeting.

Council Member Yaffe reminded the resident to attend the Veteran's Day BBQ and reported he attended a Miami Dade County League of Cities Meeting.

Vice Mayor Bruder reported she attended the Halloween Parade and stated that the local school would be undergoing construction to place a new drainage and for the renovation of the basketball courts.

Mayor Leonard reported he attended the Halloween Event with over 400 children in attendance and also attended a Miami Dade County League of Cities Meeting.

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that the holiday decorations were in the process of installation and reminded everyone of the Ground Breaking Ceremony for the Community Center would be November 12th, 2015. He also ask for the Town Council authorization to move forward with lawsuit to Florida Department of Transportation.

Assistant Town Attorney Simone stated that there was a provision in the agreement that, if they had any issues with the cost figures, the Town would make every possible effort to make contact with them. He stated a check in the amount of \$493,000 was due, and they only issue a check for \$293,000. If there is no response, we will file a docket in early 2016.

ACTION: Consensus was for the Town Attorneys to move forward and file for a lawsuit to the Florida Department of Transportation, if no response is received by the end 2015.

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.

Jeffrey Koster, 1135 103 St., came forward to address the Council. He explained that the Bay Harbor Club has tried to close on a real estate transaction but Mr. Neiman filed a lawsuit to stop the closing.

Dr. Miami, 1072 Kane Concourse, came forward to address the Council. He was not in favor of the Town Council decision to deny the previously submitted Business Tax Receipt application for Botox injections and tattoo removal.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She asked why the Town continues to allow prohibited use on the ground floor of Kane Concourse.

Rosie Zion, 1072 Kane Concourse, came forward and stated that she addressed the Council at the last meeting to request approval of a Business Tax Receipt for retail use which included a Botox injections and laser tattoo removal on the second floor, but was denied. She would like to resubmit.

Town Clerk Siegel stated that they were approved for retail use only. The Town Attorney did review the application prior to the approval of a Business Tax Receipt. They were required to revise their lease agreement to retail, as it was previously noted as spa.

Paul Ruthfield, 1231 95 St. came forward and alerted the Town Council of the Miami Beach Senior High School Aluminum Association. They would be having a Hall of Fame event, where Former Mayor Zilber will be inducted.

COMMITTEE REPORTS: None to report.

Items #3 and #4 were pulled for discussion.

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 1. Consideration and Approval of a resolution requested by Mayor Leonard urging the Florida Legislature to enact legislation that would prohibit discrimination in Florida on the basis of sexual orientation and gender identity or expression. Enclosed find a copy of the proposed resolution.

Item 2. Consideration and Approval of the Meeting Minutes for Budget Workshop held on July 28, 2015. Enclosed find a copy of the proposed Minutes.

Item 5. Consideration and Approval of housekeeping transfers and supplemental appropriations for the year ended in September 30, 2015. Enclosed find a memorandum from the Finance Director, Alan Short.

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

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

Item 3. Consideration and Approval of an expenditure in the amount of \$16,759.00 to Airstron, Inc for the purchase of a new air conditioning system to regulate the computer / server room. Enclosed is a copy of the invoice and field work order.

Council Member Marano asked why was the proposal revised from March 2014.

Town Manager Wasson stated that numbers changed due to the increased of the servers and the room needed to temperature regulated.

Town Engineer Randy Daniels, stated that the quote increased in price was due to the room renovations of the server room that needed to accommodate for more space.

ACTION: Council Member Leonard made a motion to approve the expenditure. Vice Mayor Bruder seconded the motion and it passed unanimously, with Council Member Salver out of the dias.

Item 4. Consideration and Approval of a proposal by Alan Jay Ford, through the Florida Sheriff's Association & Florida Association of Counties, to purchase two (2) 2016 Ford F-150 Trucks in the amount of \$45,037.90.

Council Member Marano asked what happen to the old vehicles.

Town Manager Wasson stated that the vehicles get auction off for sale.

ACTION: Council Member Fuller made a motion to approve the expenditure. Vice Mayor Bruder seconded the motion and it passed unanimously, with Council Member Salver out of the dias.

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

6. Consideration and Approval of an ordinance on first reading requested by Council Member Yaffe amending Section 5-12.2 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.

At this time Council Member Salver returned to the dias.

Council Member Marano asked why did the Town Manager have the discretion as stated on the proposed ordinance.

Council Member Yaffe explained that years ago, the Town Council granted the Town Manager authorization to grant certain changes without having to come back to the Town Council.

Council Member Fuller felt that this would only make it more convenience for the residents, in the event there was something minor that the Town Manager could approve.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the Town Manager to have the discretion to approve without the Town Council approval.

CLOSED PUBLIC COMMENT

Council Member Yaffe stated that this was the third time that the driveway ordinance was before the Council for consideration. He explained the ordinance was to provide more green space.

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

7. 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.

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

Mayor Leonard explained that this was a great legislation and would like to the new developments in Town to be sustainable and green. He added that the proposed legislation would follow from the Pinecrest model.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and stated the proposed ordinance did not provide a financial impact on the Town. He did not agree with the provision that would expedite permit for building that were not LEED certified.

Council Member Yaffe returned to the dias.

Vincent Martino, 1050 93 St., came forward and stated that there are flaws in the ordinance and the fast process for non- certified building was not something that the Town should do. He also asked for further explanation on the fees.

Kathleen Kennedy, 9900 W. Bay Harbor Dr, came forward and asked what was so interesting in the proposed program. Mayor Leonard stated that he would like to provide the residents the opportunity to have a greener community and through this program they can.

William Lustgarden 10008 Bay Harbor Terrace. He applauded the Town Council for the initiative for the LEED certification for sustainable buildings.

Paul Ruthfield, 1231 95 St., came forward and was impressed with Mr. Lustgarden comments. He felt that the Town was not doing anything relating to the climate change. He suggested adding a Committee to address the flooding.

PUBLIC COMMENT

Council Member Reid stated she had conversation with the Town Manager relating to king tide. She felt that could be address through the Disaster Preparedness Committee.

There was a brief discussion on the fast tracking of permitting process; language; economic impact for the Town was not provided; Town buildings and support staff in the Building Department.

ACTION: Motion withdrew. Consensus was to bring back with financial impact and more information.

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

8. Discussion and possible action regarding the possibility of sidewalk expansion for the Shepard Broad Causeway Intracoastal Water Bridge and the Indian Creek Bridge. Enclosed find proposal from Bridge Engineers, Kimley-Horn Associates, Inc and Hardesty & Hanover.

Town Manager Wasson reported on the estimated cost for a possible sidewalk expansion. He received the proposal from Hardesty & Hanover and added that the company was currently working with a similar bridge. He stated that the work entailed was significant and the company could not guarantee the price. The road work and deck was all one piece. He recommended to not move forward at this time and wait until the bridge was replace to plan the sidewalk expansion.

PUBLIC COMMENT

Victor Maya 1155 103 St., came forward and stated that he was concerned with the current bridge structure. He felt that the bridge needed to be brought up to ADA standards.

Vincent martino, 1050 93 St., came forward and agreed with Mr. Maya point. He felt that the bridge was not safe for certain individuals to walk acroos. He suggested for Staff to research a grant from the federal government or state.

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and stated the change of orders cost money to the Town.

Jeffrey Koster, 1135 103 St., came forward and was concerned with the proposed sidewalk expansion could add a stress factor. He suggested a cantilever walkway on the side of the bridge.

CLOSED PUBLIC COMMENT

There was a detailed discussion on the estimated cost to the Town; structure changes to the bridge; cantilever walkway; ADA standard; state and federal grants; and making a long term approach project.

ACTION: No action taken.

Item 9. Consideration and Approval of cost adjustment for the Bay Harbor Islands Community Center in the amount of \$675,923 .

Town Manager Wasson stated the cost adjustments for the Community Center was because of the changes to the Building Code; suggestions from the Council; TV's; security cameras and the expenses for furniture and equipment were also included.

There was a brief discussion on a possible coffee shop inside the Community Center; multipurpose room; exercise room and equipment.

Representative from Stantec, Eddie Lamas, came forward to address the Council. He stated they have received approval from the County for the building permits. He provided an overview of the center cost. He explained that the furniture cost estimates were not included in the previous estimate submitted for the Council approval. He stated that \$ 150,000 were added contingency; \$250,000 was because there were several variables that required for the building to be brought to Code; \$150,000 was for the new furniture that was selected for the Center.

PUBLIC COMMENT

Jeffrey Koster 1135 103 St., came forward and stated that he was concerned with the proposed flooring and felt it could be a hazard.

Victor Maya, 1155 103 St. was concerned with the change of the Florida construction law, which was why the cost increased. Why wasn't the council advised that the price was going to be increased due to the delay.

CLOSED PUBLIC COMMENT

Council Member Marano felt that the price increased was too high and was disappointed with the proposed location of the Community Center.

ACTION: A poll vote was taken for the cost adjustment and it passed 6-1, with Council Member Marano opposed.

At this time Vice Mayor Bruder left the meeting.

At this time Item #13 was taken out of order.

Item 13. Additional discussion and direction requested by Town Manager Wasson regarding the concept presented by Council Member Marano at last month's meeting of a cohesive concept 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. Also attached is a sample message sign, to be placed on Kane Concourse, which ties in with the concept at Causeway Island.

Town Manager Wasson asked for further clarification on concept of the Causeway Island.

There was a brief discussion on a possible informational sign location; Kane Concourse; entry sign design for the Causeway.

ACTION: Consensus was for staff to seek possible locations for an informational sign.

Item 14. Discussion requested by Council Member Reid regarding the noise ordinance.

Council Member Reid stated that she was concerned with some buildings that have A/C compressor on the balconies. They meet the Code decibals limit but they continue to be very loud.

Town Clerk / Director of Code Compliance, Siegel, stated that measurements were taken and came back at 61 decibels. She added that the Council could amend the Code to change the location of the A/C units.

Council Member Reid stated that she would like an ordinance on first to amend the Town Code to change the A/C units to be relocated away from the balconies.

PUBLIC COMMENT

Victor maya, 1155 103 St., came forward and stated that the Town noise regulations were not similar to the surrounding cities.

Vincent Martino, 1050 93 St., came forward and asked the Town Council to consider a Code amendment on noise.

Frances Neuhut, 1060 Kane Concourse, came forward and support of the proposed Code amendment on noise regulations.

CLOSED PUBLIC COMMENT

Council Member Reid suggested to bring a consultant on noise.

There was a detailed discussion on a noise consultant; remedies for existing a/c units in place now; research on the surrounding cities and noise decibels.

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

Item 15. Discussion requested by Council Member Fuller regarding amending the code to allow portable basketball hoops in the Town's Right-of-Way.

Council Member Fuller stated that he was approach by residents with regards to the basketball hoops. He would like to bring an ordinance on first reading to allow for the kids to play basketball hoops on the right of way.

Council Member Salver was opposed to having the basketball hoops on the right of way.

There was a brief discussion on the kids being allow to play on the right of way; having a basketball court on the passive park.

Town Attorney Sherman stated that there a potential liability to the Town to allow for the kids to be on the Right of Way. He suggested for staff to speak to insurance agent first on the possible cost for liability.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the allowing kids to play on the Town's Right of Way.

CLOSED PUBLIC COMMENT

ACTION: Consensus was to bring on ordinance for first reading.

Item 16. Discussion requested by Town Attorney Sherman on information requested by Council Member Reid regarding the possible amendments to the Town Code related to vacation rentals.

Town Attorney Sherman stated that the Law has changed with regards to vacation rentals. Other municipalities have enacted legislation on this topic. He asked for the Town Council suggestions on the East Island.

Town Planner Miller stated that this was popular subject matter, many cities adopting ordinance within the last month. This topic allows the property owner to utilize the property in different ways such as vacations rentals and special events.

PUBLIC COMMENT

Jeffrey Koster, 1135 103 St., came forward and stated that the Town Council should not get involved and not overregulate.

CLOSED PUBLIC COMMENT

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

Item 10. Consideration and Approval of a contract extension BHI 128 to LMK Pipe Renewal, LLC in the amount of \$300,000 for the installation of a T Liner for sewer laterals to reduce infiltration into the sanitary sewer collection system.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and felt that this was a great idea. He asked why does the Town have sufficient impact fees to cover the cost for this installation.

CLOSED PUBLIC COMMENT

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

Item 11. 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.

ACTION: Item was defer to next meeting.

Item 12. Consideration and Approval of a proposal from Hazen and Sawyer in the amount of \$65,000 to prepare a Plan of Compliance for utility owned Sanitary Sewer Collection Systems.

Town Manager Wasson state that the Town was required to have a Plan to be in compliance.

PUBLIC COMMENT

Victor Maya, 1155 103 St., came forward and suggested to have a full time engineer for another \$15,000. He felt that with this type of money the Town could have an additional employee.

CLOSED PUBLIC COMMENT

Town Engineer Daniels stated this was a mandate that been in the work for a few years. The Compliance Plan must be submitted by March of 2016.

ACTION: Council Member Yaffe made a motion to approve the expenditure. Mayor Leonard seconded the motion and it failed 4-2, with Mayor Leonard and Council Member Yaffe in favor.

Meeting was adjourned at 11:01 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A special Council meeting was held on November 23, 2015 at 8:45 a.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Jordan Leonard

Vice Mayor Stephanie Bruder

Council Member Joshua Fuller

Council Member Doris Marano

Council Member Kelly Reid

Council Member Isaac Salver

Council Member Robert Yaffe

Item 1. Consideration and Approval of a proposal from Hazen and Sawyer in the amount of \$65,000 to prepare a Plan of Compliance for utility owned Sanitary Sewer Collection Systems.

Town Manager Wasson stated Town Engineer Daniels would not be able to complete the Compliance Plan, as previously noted. He explained that there were several aspects that engineers work on to prepare the Compliance plan, which was very unique for the Town. He stated that the Town has an older model sanitary sewer collection system, and in the event of a power outage the collection system continues to operate. He also added that many municipalities take a back seat to maintenance, but the State now required a Compliance Plan.

At this time Council Member Salver arrived at the meeting.

Town Manager Wasson reported that North Miami was using a similar company to prepare their Compliance Plan and they were being charged \$245,000.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She stated that the expenditure was not included with the enhancement program. She was concerned with the current sewer lines and felt she did not receive any sewer enhancement to her property.

CLOSED PUBLIC COMMENT

At this time Vice Mayor Bruder arrived at the meeting.

Council Member Salver stated that a lot of work was put into updating all of the sewer lines. He added that the Town worked on getting a geographical map of all of the sewer lines in Town.

There was a brief discussion on the current sewer system; all of the system were GAS; sewer laterals; connections points; working on state grant front the state to finish all the sewer laterals and state requirement of the compliance plan.

Town Manager Wasson stated that this was a Compliance Plan that was to be performed by several engineers, such as mechanical engineer, and structural engineers.

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

A SPECIAL COUNCIL MEETING was held on November 23, 2015 -----2

There being no further business to discussed meeting was adjourned at 9:03 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 4.

ITEM: Approval of an Inter local Agreement with the Miami-Dade County for the enforcement of Section 21-81, 8CC of the Code of Miami-Dade County. Enclosed find the proposed agreement and supporting documents.

DESCRIPTION:

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Linda Presendieu, Administrative Assistant

ATTACHMENTS

1.	Mutual Aid Agreemnt	Interlocal - county.pdf
2.	Part 2 of MOU	INFORMATION REF MOU.pdf

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
TOWN OF BAY HARBOR ISLANDS
FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this _____ day of _____, by and between M I A M I -DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and Town of Bay Harbor Islands, a Florida municipal corporation (hereafter "MUNICIPALITY").

WITNESSETH

WHEREAS Section 21-81 of the Code of Miami-Dade County ("Code") applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality's enforcement, and (6) contain a term not to exceed three (3) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the COUNTY and the MUNICIPALITY to have the MUNICIPALITY enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The MUNICIPALITY is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81 (d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the MUNICIPALITY are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III AMOUNT REINBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The MUNICIPALITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE MUNICIPALITY FROM THE FINE COLLECTED

The CLERK OF COURTS will reimburse on a quarterly basis to the MUNICIPALITY the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period the COUNTY and the MUNICIPALITY may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the MUNICIPALITY to continue its enforcement efforts.

VI. MUNICIPALITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the MUNICIPALITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the MUNICIPALITY or the MUNICIPALITY's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The MUNICIPALITY shall defend the COUNTY in any action including any action in the name of the COUNT

VII. **DEFAULT**

A. Without limitation, the failure by the MUNICIPALITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Municipal Default". If a Municipal Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the MUNICIPALITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give MUNICIPALITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Municipal Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the MUNICIPALITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's reasonable satisfaction, then it shall be deemed that no Municipal Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "County Default." If a County Default should occur, the MUNICIPALITY shall have all of the following rights and remedies which it may exercise singly or in combination

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the MUNICIPALITY. Provided, however, that the MUNICIPALITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the MUNICIPALITY of said default to cure any County Default unless the MUNICIPALITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the MUNICIPALITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the MUNICIPALITY upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the MUNICIPALITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XI. HEADINGS

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

XII. RIGHTS OF OTHERS

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

XIII. REPRESENTATION OF THE MUNICIPALITY

The MUNICIPALITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the MUNICIPALITY or its designee; and (ii) it has the required power and authority to perform this Agreement

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. WAIVER

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

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII NOTICE

Notices to MUNICIPALITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

with copy to:

_____ Attorney

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested,

postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1ST Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1ST Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and
year first above written.

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
County Mayor

Approved as to form and legal
sufficiency:

Christopher A. Angell
Assistant County Attorney

ATTEST:

_____,
a Florida Municipal Corporation

By: _____

City Cler

By: _____

Approved as to form and legal
sufficiency:

City Attorney

TOWN OF BAYHARBOR ISLANDS

RONALD J. WASSON,
TOWN MANAGER

SEAN HEMINGWAY, CHIEF
BAY HARBOR ISLANDS
POLICE DEPARTMENT

Summation – Miami-Dade County Uniform (Adult) Civil Citation II

1. Civil citation
 - Avoid alleged offender being arrested and criminal record
 - Police continue to exercise their discretion; civil citation provides additional law enforcement option
 - Does not legalize any of the cited offenses
 - Does not de-criminalize any of the cited offenses
 - Offenses listed on original civil citation form and the proposed additional offenses disproportionately adversely affect low-income, minority, and homeless individuals
 - In lieu of a fine, individuals cited can do community service
 - In lieu of receiving a civil citation, a person can request arrest
 - Marijuana possession citation does not impact driver's license; a conviction for marijuana, however, will result in up to one year driver's license suspension
 - Citation does not equal arrest; no negative bearing on school admissions, scholarships, military service, bonded jobs, etc.
 - Citation offenses do not cover use of marijuana
2. Civil citations in lieu of arrests is not a new concept
 - 2001-2002: juvenile citations pilot program was implemented in Miami-Dade County with Director of the Miami-Dade County Juvenile Services Department Wansley Walters (and is now used statewide); sponsored then by Florida State Representative Sally Heyman
 - 2010: adult civil citation offenses for 8 non-violent misdemeanor offenses; sponsored by Commissioner Sally Heyman
 - 2015: proposal of additional adult civil citations for 7 non-violent misdemeanors offenses
3. Data collection
 - Data available on both A-form arrests and existing citations (to included future offenses as well), as well as Department of Corrections booking and incarceration
 - Citation form already has space for gender, race, date of birth, and other demographics (removal of name and address to be done for public records requests)
4. Cost savings
 - Saves tens of thousands of people from being arrested and having arrest records
 - Saves all Miami-Dade Criminal Justice System stakeholders tens of millions of dollars, plus resources and manpower

*ALL Criminal Justice Stakeholders have been part of the drafting process for the 2015 additional Civil Citation legislation through the Dade-Miami Criminal Justice Council and Public Safety Coordinating Council by working together with Commissioner Heyman.

MEMORANDUM

MSC
Agenda Item No. 1G1

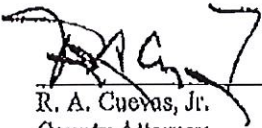
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 10, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance related to civil
penalties for certain
misdemeanor violations;
amending sections 21-81,
8CC-5.1 and 8CC-10 of the
Code; providing for civil
penalties for the commission
of certain misdemeanors

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.


R. A. Cuevas, Jr.
County Attorney

RAC/cp

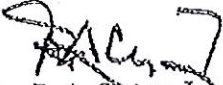


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 21, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 4(D)

Please note any items checked.

- ☒ "3-Day Rule" for committees applicable if raised
- ☒ 6 weeks required between first reading and public hearing
- ☒ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☒ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(D)
4-21-15

ORDINANCE NO. _____

ORDINANCE RELATED TO CIVIL PENALTIES FOR CERTAIN MISDEMEANOR VIOLATIONS; AMENDING SECTIONS 21-81, 8CC-5.1 AND 8CC-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR CIVIL PENALTIES FOR THE COMMISSION OF CERTAIN MISDEMEANORS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Miami-Dade County (the "Board") is given broad authority to enact ordinances under Miami-Dade County's home rule powers and prescribe penalties for violation of such ordinances; and

WHEREAS, section 21-81 of the Code of Miami-Dade County, Florida, (the "Code") is applicable in all the unincorporated and incorporated areas of Miami-Dade County; and

WHEREAS, section 21-81 of the Code prohibits the commission of all acts defined as misdemeanors under Florida Statutes and declares commission of such acts to also be Code violations; and

WHEREAS, upon conviction in court of a Code violation for commission of an act defined as a misdemeanor, misdemeanants shall be punished by a fine or imprisonment in County jail or both, but in no case shall the fine and/or or imprisonment imposed be greater than the maximum fine or penalty for the same offense under the Florida Statutes; and

WHEREAS, currently, a law enforcement officer only has discretion to arrest or not arrest a person for commission of a misdemeanor and/or Code violation; and

WHEREAS, this ordinance provides an additional means under Chapter 8CC of the Code to enforce violations of the Code based on the commission of certain misdemeanors; and

WHEREAS, the Board has an interest in enacting monetary civil penalties for certain violations of section 21-81, as such civil penalties will act as an additional deterrent to such violations and would provide law enforcement with additional options when encountering a misdemeanor who has committed an enumerated offense; and

WHEREAS, for the specific statutes enumerated in this ordinance a law enforcement officer will have the discretion to issue a civil citation and/or arrest or not arrest a person for commission of a misdemeanor and/or Code violation; and

WHEREAS, this ordinance will also allow a violator who has been served with a civil violation notice imposing a monetary penalty for commission of an enumerated misdemeanor to enter the Miami-Dade County Diversion Program, pursuant to Miami-Dade County Implementing Order 2-12 which would allow violators without economic means to satisfy a civil penalty to satisfy the penalty by non-monetary means,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 21-81 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 21-81. Misdemeanor; adoption of State law; penalties.

* * *

- (c) All acts defined as misdemeanors in said State statutes are hereby prohibited and declared to be violations of this article and any person or corporation shall, upon conviction in the court of appropriate jurisdiction for violation thereof, be punished by a fine not exceeding five hundred dollars

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

(\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment, but in no case shall the fine or imprisonment imposed under this article be greater than the maximum fine or penalty for the same offense under the State statute.

>>(d) The following misdemeanor violations, as such may be amended from time to time, are eligible to receive a civil violation notice pursuant to chapter 8CC of the Code of Miami-Dade County, Florida, at the discretion of a law enforcement officer, provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence (DUI), incident involving domestic violence, or violent crime, as those terms are defined under State law:

- (1) Florida Litter Law, as set forth in Fla. Stat. section 403.413(6)(b), as such may be amended from time to time;
- (2) Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Bakery Containers, as set forth in Fla. Stat. section 506.509, as such may be amended from time to time;
- (3) Trespass on Property Other Than Structure or Conveyance, as set forth in Fla. Stat. section 810.09, as such may be amended from time to time;
- (4) Retail Theft by Removal of a Shopping Cart, as defined in Fla. Stat. section 812.015(1)(d), as such may be amended from time to time;
- (5) Loitering or Prowling, as set forth in Fla. Stat. section 856.021, as such may be amended from time to time;
- (6) Possession of Cannabis in an amount of 20 grams or less, as set forth in Fla. Stat. section 893.13(6)(b), as such may be amended from time to time; and
- (7) Possession of Drug Paraphernalia, as set forth in Fla. Stat. sections 893.146 and 893.147(1)(b), as such may be amended from time to time;

An individual issued a civil violation notice for any of the violations listed in this subsection shall be subject to fine in accordance with chapter 8CC of the Code of Miami-Dade County, Florida, and shall be eligible for the Miami-Dade County Diversion Program, pursuant to section 8CC-5.1 of the Code of Miami-Dade County, Florida, and Implementing Order 2-12, or its successor Implementing Order of the Board of County Commissioners.<<

Section 2. Section 8CC-5.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 8CC-5.1. Miami-Dade County Diversion Program.

Notwithstanding the provisions of >>section<< 8CC-5, a violator who has been served with a civil violation notice may enter the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners, provided the civil violation notice is issued for the violation of an ordinance listed in the table below, which may be amended from time to time.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	Description of Violation
7-3	Swimming or fishing from prohibited road bridges
8A-172	Conducting business without a local business tax receipt
8A-276(b)	Failure to display commercial vehicle markings
21-28	Producing loud or excessive noise
21-31.2(b)(1), (2)	Alcohol possession or consumption near a store
21-31.4(B)	Obstructing traffic or aggressively begging
>>21-81(d)<<	>>Any one of the specific misdemeanors

	enumerated in section 21-81(d)<<
26-1	Parks violations

Section 3. Section 8CC-10 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	Description of Violation	Civil Penalty
* * *		
21-48	Sale and installation of satellite dish antennas to residential customers	500.00
>>21-81(d)<<	>>Any one of the specific misdemeanors enumerated in section 21-81(d)<<	>>100.00<<
21-112	Failure to properly fill an abandon well	100.00

* * *

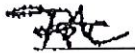
Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

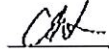
Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Christopher A. Angell

Prime Sponsor: Commissioner Sally A. Heyman

2010 Civil Citation Issuance Form

MIAMI-DADE COUNTY UNIFORM CIVIL VIOLATION NOTICE

141834

Case Number: PD		Officer-Last, First Name		Badge#	Dist
Violator-Last, First Name			Race - Sex - DOB Records QRU		
Address: Street, City, State/Zip					
Height	Weight	Hair	Driver's License #		

THIS NOTICE SUMMONS YOU TO ANSWER THE COMPLAINT THAT AT

(Time) _____ AM / PM ON (Date) _____, 20____

AT (Location) _____

YOU COMMITTED A MIAMI-DADE COUNTY CODE VIOLATION TO WIT:

☐	7-3	Swimming or fishing from road bridges	(\$25 FINE)
☐	8A-172	Conducting business without local business tax receipt	(\$100 FINE)
☐	8A-276(b)	Failure to display commercial vehicle markings	(\$200 FINE)
☐	21-28	Producing loud or excessive noise	(\$100 FINE)
☐	21-31.2(b)(1)	Consumption of alcohol/open container near store	(\$100 FINE)
☐	21-31.2(b)(2)	Possession of alcohol in open container near store	(\$100 FINE)
☐	21-31.4	Aggressive or obstructive panhandling	(\$100 FINE)
☐	26-1	Park violation (specifically) _____	(\$100 FINE)
☐		Other _____	

ADDITIONAL DETAILS OR COMMENTS: _____

YOU SHALL:

- 1) PAY THE CIVIL PENALTY OF \$ _____ PLUS A \$10 SURCHARGE (PURSUANT TO COUNTY ORDINANCE 99-55) TOTALING \$ _____ BEFORE 30 CALENDAR DAYS* AND IF CHARGED WITH 8A-276(b) OR 8A-172, PROVIDE PROOF OF CORRECTION ON OR BEFORE 30 CALENDAR DAYS*; OR
- 2) YOU MAY REQUEST AN ADMINISTRATIVE HEARING BEFORE A HEARING OFFICER TO APPEAL THIS VIOLATION NOTICE ON OR BEFORE 20 CALENDAR DAYS*; OR
- 3) REGISTER IN THE MIAMI-DADE COUNTY DIVERSION PROGRAM**

*(SEE ADDITIONAL INSTRUCTIONS ON REVERSE SIDE OF THIS NOTICE)

FAILURE TO PAY THE CIVIL PENALTY AND CORRECT THE VIOLATION OR FILE A REQUEST FOR AN ADMINISTRATIVE HEARING BY THE DATES INDICATED SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO A HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF THE VIOLATION. EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT TO ADDITIONAL PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF AN ADDITIONAL CIVIL VIOLATION NOTICE.

SERVICE OF NOTICE - PERSONAL I ACKNOWLEDGE RECEIPT OF THIS CIVIL VIOLATION NOTICE. I ALSO UNDERSTAND THAT ACCEPTANCE AND SIGNING OF THIS VIOLATION NOTICE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE: _____

OFFICER'S SIGNATURE: _____

CLERK'S OFFICE

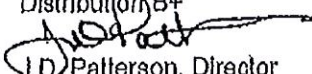
(17.01.014-400) (Right Third Print)

Memorandum



Date: July 7, 2015

To: Distribution B+

From:  J.D. Patterson, Director
Miami-Dade Police Department

Subject: Miami-Dade County Uniform Civil Violation Notice ("Civil Citation") – Procedures and Officer Discretion

Effective July 10, 2015, the following misdemeanor crimes have been added to Section 80C of the Miami-Dade County Code (MDCC) making them enforceable as civil citations: Florida Litter Law; Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes or Bakery Containers; Trespass on Property Other Than Structure or Conveyance; Retail Theft by Removal of a Shopping Cart; Loitering and Prowling; Possession of Cannabis ("marijuana") in an amount of 20 grams or less; and Possession of Drug Paraphernalia. This new law does not apply to violations charged in conjunction with any felony, driving under the influence (DUI), an incident involving domestic violence, or violent crime.

Officers are reminded that the exercise of police authority based solely upon an individual's personal characteristics including, but not limited to race, color, ethnicity, gender, sexual orientation, age, physical handicap, religion or other belief system, or income status, unless such personal characteristics are part of an identifying description or characteristics of a possible suspect, is prohibited.

Officers now have the option to issue civil citations for these offenses and should use their discretion when observing these violations. Pursuant to the Miami-Dade Police Departmental Manual (DM), Chapter 12 - Part 1- General Conduct, III. Objectives and Rules, A. Law Enforcement Operations, 3. Discretion and limits of authority:

Discretion is defined as the authority to make decisions within legal boundaries using personal judgement. Use of discretion is guided and framed by law, policies, rules, procedures, training and supervision. Except for felonies and driving under the influence offenses where an individual must be physically arrested and incarcerated, officers are encouraged to use their discretionary authority in making an arrest; consistent with their oath of office, principles of professionalism, and departmental directives. No person may be released until the concerned officer establishes positive identification of the violator and completes all required reports.

The use of civil citations to cite violators have proven to be an effective and efficient method of educating the public and penalizing subjects.

Officers are encouraged to consider issuing civil citations in the following situations:

- The violator has no criminal history.
- The violator has a criminal past, but it is unrelated to the current violation.
- The violator has a past criminal record that is more than 3 years old.
- To educate the offender for a minor violation of law.

Officers should consider an arrest in the following situations:

- For possession of marijuana cases, if the violator is smoking marijuana in public or while driving a vehicle.
- The marijuana is packaged in a manner indicative of street level drug sales.
- If the violator has been issued three or more civil citations in the past for the same violation. A records check of prior citations issued can be made by going to <https://www2.miami-dadeclerk.com/CEF/CitationSearch.aspx>.
- If the violator has previously been issued a civil citation and has not paid the fine. A records check to determine whether a prior citation has been paid can be made by going to <https://www2.miami-dadeclerk.com/CEF/CitationSearch.aspx>.
- For Loitering and Prowling offenses, when there is a reasonable alarm or immediate concern for the safety of persons and property in the vicinity.
- For Trespass offenses, if the victim/owner of the property is concerned that the violator will remain or return to the property.
- The violator's identity cannot be verified by proper identification.

Procedures for issuing civil citations:

- Use signal 14CO.
- For all civil citation cases, provide the violator with a Miami-Dade County Diversion Program pamphlet (Pink Pamphlet).
- An Offense Incident Report does not need to be completed in conjunction with a civil citation.
- For marijuana and drug paraphernalia possession cases, officers must impound the evidence and write the citation number on the bottom of the narrative section of the Property Receipt. The property may be impounded at the district station and later transported to the Property and Evidence Section (PES) by a District representative.
- The white and blue copies of the civil citation shall be sent to the Police Legal Bureau (PLB) on a daily basis. The PLB will be responsible for sending the citations to the Clerk of Courts.
- For marijuana and drug paraphernalia possession cases, the PLB will work with the PES to dispose of the property. Officers do not need to complete property disposal forms.
- If a violator cited for marijuana or drug paraphernalia possession requests an administrative hearing, the PLB is responsible for transporting the evidence to the hearing if necessary. Officers do not need to pick up the evidence and transport it to court on the day of the violation hearing.

For more information on these new civil laws, please refer to Legal Note 2015-09. For further information on civil citations or the Miami-Dade County Diversion Program, please contact the Police Legal Bureau at (305) 471-2550.

MDCR Countywide Bookings - April 2015 (Civil Citation II offenses)

Charge	Code	Count
Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Bakery Containers	DAIRY CASE/UNLAW USE	1
Trespass on Property other than Structure or Conveyance	TRES PROP/AFTER WARN	216
Retail Theft by Removal of a Shopping Cart	SHOPPING CART/POSN	1
	PETIT THEFT	183
	PETIT THEFT 1D	47
Loitering or Prowling	LOITERING OR PROWL	42
Possession of Cannabis (less than 20 grams)	CANNABIS/POSN/0-20	290
Misdemeanor Possession of Cannabis	MARIJUANA/POSSESSION	1
Possession of Drug Paraphernalia	DRUG PARAPHERNA/POSN	37
Florida Litter Law (misdemeanor)	FLORIDA LITTER LAW	1
Total Arrests (for crimes covered by Civil Citation Ordinance)		819

Cannabis Charge	Code	Count
Misdemeanor Possession of Cannabis (All)	CANNABIS/POSN/0-20	291
Misdemeanor Possession of Cannabis (Black males)	CANNABIS/POSN/0-20	126
Felony Possession of Cannabis (All)	CANNABIS/POSN/20+	17
Felony Possession of Cannabis (Black males)	CANNABIS/POSN/20+	5
Total Arrests (for cannabis possession)		308

Estimate of Annual Savings after Adult Civil Citation II Expansion		
Component	Actual Calculation	Conservative Estimate
Jail costs	\$156 per person per day	\$150 per person per day
Average month	30 days per month	30 days per month
Monthly bookings for civil citation crimes (800-1000)	1000 persons per month	800 persons per month
Year	12 months per year	12 months per year
Estimated annual savings	\$56 million	\$43.2 million
Annual savings would total in the tens of millions of dollars.		



STATE OF FLORIDA
ELEVENTH JUDICIAL CIRCUIT
LAWSON E. THOMAS COURTHOUSE CENTER
175 N.W. FIRST AVENUE, SUITE 3045
MIAMI, FLORIDA 33128
TELEPHONE (305) 340-6720

BERTILA SOTO
CHIEF JUDGE

MARITZA M. DE PAUL
JUDICIAL ASSISTANT

April 21, 2015

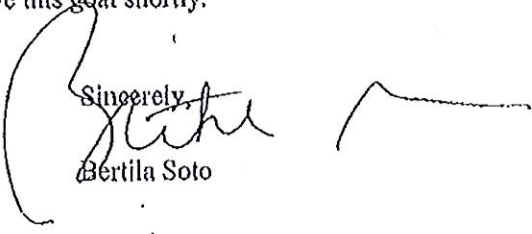
Commissioner Sally Heyman
District 4
Stephen P. Clark Center
111 NW 1st Street, Ste. 220
Miami, FL 33128

Dear Commissioner Heyman:

My apologies to you and the Commissioners that I could not be there in person to address this issue. I know that it has been discussed at the Dade Miami Criminal Justice Council and that Judge Nushin Sayfie and Judge Sam Slom, the Administrative Judges of the Circuit & County Criminal Divisions have been present and participating in these discussions.

I am also aware and applaud the civil citation program that is already in existence. I know that it is cost efficient and it helps many of members our community. To that end, I support the expansion of the civil citation program. And I support the fact that discretion for the program would continue to lie with our police officers on the street making the arrests who are in the best position to know whether an arrest or a citation is appropriate, presuming other guidelines have been met. I am confident that with the continued efforts of our fellow stakeholders we will be able to achieve this goal shortly.

Sincerely,


Bertila Soto

cc: Nushin Sayfie, Administrative Judge Circuit Criminal
Samuel Slom, Administrative Judge County Criminal



STATE OF FLORIDA
ELEVENTH JUDICIAL CIRCUIT
COUNTY COURT OF DADE COUNTY

SAMUEL J. SLOM
ADMINISTRATIVE JUDGE
COUNTY COURT, CRIMINAL DIVISION

RICHARD E. GERSTEIN
JUSTICE BUILDING
1361 N.W. 12TH STREET
MIAMI, FLORIDA 33126

June 4, 2015

Commissioner Barbara Jordan
Chair, Metropolitan Services Committee
Miami Dade County Commission
111 N.W. 1st Street
Miami, FL 33128

Dear Commissioner Jordan and Committee Members:

I am writing to express my enthusiastic support of the expansion of the civil citation program. I regret that I cannot convey my thoughts in person but I will be in Orlando at a judicial educational conference on the date that this matter is set for discussion.

From 1991 to 1996, as an Assistant State Attorney, I was in charge of supervising the Office of the State Attorney's County Court Criminal Division prosecutors. From 1996 to 2001 I served as a judge in the County Court Criminal Division. Since 2001, I have served as the Administrative Judge in charge of the County Court Criminal Division overseeing all misdemeanor operations. Summarizing, for the past 24 years, most of my legal career has involved overseeing the Criminal Division of County Court -- first as a prosecutor and currently as a judge. During this period I have seen many lives adversely affected by the mere filing of a criminal charge -- even when the charges are subsequently dropped.

When an officer charges an individual with a misdemeanor offense, the consequences for that individual -- both direct and collateral consequences - can be rather dramatic. It could lead to the loss of one's current employment, the denial of future employment, rejected college applications, delay or denial into military service and possibly factor into deportation proceedings. The collateral consequences of criminal prosecution are equally devastating to many. For example, court costs on misdemeanor cases and criminal traffic cases have risen dramatically - far beyond minimum wage and cost of living increases.

Commissioner Barbara Jordan

Page 2

June 4, 2015

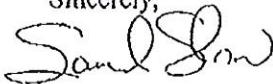
Those who fall behind on paying their costs or tickets have their driving privilege suspended. For many, the inability to drive results in the inability to work. The inability to work leads to evictions or foreclosures. That is not good for the individual, their family members or for the residents of Miami-Dade.

The taxpayers of Miami-Dade will also benefit from the expansion of the civil citation program:

- Fewer bookings into the jail results in less expenditures to care for those booked into jail. This results in savings that otherwise might be expenditures. Food and clothing are obvious costs that would be reduced. Less obvious but equally significant are health care/dental costs that could be avoided altogether for those who are not charged criminally.
- Savings to law enforcement would also result from expansion of the civil citation program. By issuing a civil citation, officer travel time to jail is avoided as well as other expenses associated with a criminal case, such as reduced court appearances for depositions, motions and trials. Expenditure for officer overtime would also be reduced by expansion of the civil citation program.

In closing, the expansion of the program makes sense. Not only is it cost efficient but nothing is lost by doing so. Discretion whether to charge someone civilly/criminally would continue to rest with the law enforcement officers who are in the best position to know which alternative is prudent under the circumstances. The expansion does not reduce police enforcement power – it adds to that power by giving law enforcement multiple charging options. We should not forget that currently, in most circumstances, officers have the discretion not to file charges at all. The civil citation option is a wise, “middle of the road” approach, an option for the officer who is currently provided with only two choices – file a criminal charge or file nothing at all.

Sincerely,



SAMUEL J. SLOM
ADMINISTRATIVE JUDGE
COUNTY COURT JUDGE

cc: Commissioner Sally Heyman, Vice-Chair



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

May 29, 2015

The Honorable Kionne McGhee
Florida House of Representatives
Representative District 117
Cutler Bay Town Hall
10720 S.W. Caribbean Blvd.
Suite 225
Cutler Bay, Florida 33189

Dear Representative McGhee:

As a follow-up to our conversation on Friday, May 22, 2015, I want to once again congratulate you for your leadership in organizing a community meeting to discuss the importance of healthy relations between our community and their police. You know that we here at the State Attorney's Office are not only fond of you but proud of your commitment to serving our community with vigor and wisdom. As I lamented to you on the phone, I was already obligated for this Friday evening and with such short notice I was unable to reorganize my commitment. Nonetheless, two of the brightest and most knowledgeable members from our Community Outreach/Prosecution Department; Assistant State Attorney Etta Mills, and Janeen Jones will be there.

As you are, of course, fully aware our office has no authority over police practices and operations, so I am pleased to see that my friend and colleague, J.D. Patterson will be present. He is best qualified for such a police practices discussion. Nonetheless, our office can play a supportive and educational role regarding the criminal justice system and we are happy to do so.

My office and I have coordinated or attended numerous meetings in many neighborhoods throughout Miami-Dade County with pastors, crime watch and homeowner groups, Community Relations Board members, and community leaders. I feel that such meetings are essential to creating the relationships and the mutual respect necessary to support every community's desire for safety and effective policing. We have many more community meetings planned in the months to come, and hope you will join us, as your schedule permits, Kionne.



Representative Kionne McGhee
Florida House of Representatives
District 117
Page 2
May 27, 2015

As you specifically raised the issue, our office has a long record of leading the course of supporting the use of civil citations as an alternative option to arrest when appropriate.

I know that you are aware that we were the actual authors of the civil citation legislation for particular juveniles.

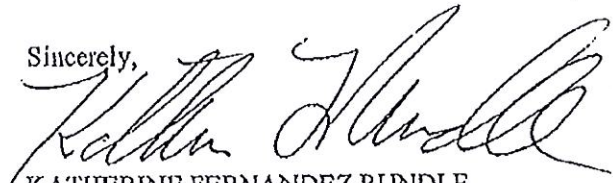
- 1995 We authored and advocated for change to Florida Statutes for the use of civil citations in lieu of arrest of juveniles in schools and in neighborhoods.
- 2006 Our office participated in the writing of the grant for funding to bring civil citations to juveniles beyond the schools and to police departments countywide. The first cases were received in early 2007. As a result of the juvenile civil citation referrals there have been over 16,000 fewer juvenile arrests since inception.
- 2010 We instituted a civil citation process for possession of marijuana on college campuses. To date the University of Miami is participating in the program. The other local universities and colleges have not yet seized the opportunity of this program, but we continue to work with them.
- 2010 In conjunction with Director Loftus and the County Commission (particularly Commissioner Sally Heyman) we began the civil citation program for ordinance related violations/misdemeanors. I assigned a senior lawyer to approve their compliance with diversion as referred to us by Yvonne Duran of the Miami-Dade Police Department. This accounts for about approximately 5,200 citations countywide per year; or approximately 26,000 fewer arrest since inception.
- 2013 We worked with the Deputy Chief and the Police Legal Advisor for the City of Miami Gardens on the creation of a Pre-Arrest Diversion (PAD) Program for 1st time offenders. PAD is applies to misdemeanors that are non-domestic related. Several other offenses are excluded including weapons offenses, sex offenders, criminal mischief, stalking and loitering and prowling.

Representative Kionne McGhee
Florida House of Representative
District 117
Page 3
May 27, 2017

2014-15 My office with other stakeholders began exploring the expansion of Miami-Dade County's civil citation program described above. Many additional misdemeanor crimes were selected. We helped and were happy to include possession of marijuana and other misdemeanors. I had two reservations reference trespass after warning and loitering and prowling. But, Director Patterson was comfortable with including them and, therefore, so am I. *

Again, Kionne, thank you for allowing us to participate. Please keep in touch with me. I hope this brief outline is helpful.

Sincerely,



KATHERINE FERNANDEZ RUNDLE
State Attorney

KFR:dsk

cc: Chief Judge Bertila Soto, Eleventh Judicial Circuit of Florida
Judge Nushin Sayfie, Administrative Judge Circuit Criminal Division
Honorable Miguel de la O, Circuit Court Judge
Dwight Bullard, State Senator
Carlos Martinez, Public Defender
Eugene Zenobi, Criminal Conflict and Civil Regional Counsel
Director J. D. Patterson, Miami-Dade Police Department
Commissioner Sally Heyman, Miami-Dade County
Dr. Walter T. Richardson, Chairperson, Community Relations Board
Ruban Roberts, Criminal Justice Chair, Miami-Dade Branch of the NAACP
Howard Simon, Executive Director, ACLU
Michelle Richardson, Director of Public Policy, ACLU
Rev. Alfonso Jackson
Rev. Robert Brooks
Rev. Joe Turner
Dr. Curtis Thomas
Dr. Anthony Reed
Rev. Carlos L. Malone, Sr.
Pastor Angela Giles



Campa, Ian M. (DIST4)

Subject: 2 TV Shows Covering Civil Citations

This Week in South Florida 06/14/15 (Michael Putney and Glenna Milberg)
<http://www.local10.com/news/this-week-in-south-florida-june-14/33574482>

Facing South Florida 06/14/15 (Jim DeFede)
Part I: <http://miami.cbslocal.com/2015/06/14/facing-south-florida-miami-dade-pot-laws-part-i/>
Part II: <http://miami.cbslocal.com/2015/06/14/facing-south-florida-miami-dade-pot-laws-part-ii/>

Jun 16, 3:26 PM EDT

Largest Florida county proposes citations for pot possession

By MARISOL MEDINA

Associated Press

MIAMI (AP) -- People caught with small amounts of marijuana could soon get a civil citation instead of a jail term in Florida's largest county, which may become the first in the state to treat marijuana possession as a non-criminal act.

The Miami-Dade County Commission is considering a proposal to let police issue \$100 civil citations for possessing small amounts of marijuana as an alternative to a misdemeanor arrest.

The proposal, approved by a committee last week, will go before the full commission June 30. If it passes, Mayor Carlos Gimenez will have the final say. The ordinance would also cover such low-level offenses as loitering, littering and shopping cart theft.

County Commissioner Sally Heyman said her measure seeks to spare people a criminal record for possessing less than 20 grams of marijuana and would reduce the economic burden on the criminal justice system. Heyman said the county spends about \$43 million a year to arrest and process minor marijuana cases and the other low-level offenses. She said issuing citations instead would allow the county to use that money for other projects. She would also support a statewide effort to do the same.

"We give people who make a mistake a chance and we don't label them and put them into a system with extreme violent characteristics," she said.

Heyman said police officers would still have discretion to make arrests under the state misdemeanor possession statute, which calls for a maximum fine of \$1,000 and up to a year in jail. They would have to press misdemeanor charges if the possession is connected to crimes such as driving under the influence and domestic violence.

Commissioner Javier Souto, the only committee member to vote against the proposal, called it "decriminalization" and said it is a "slippery slope" that could lead to a future of similar tolerance with drugs like heroin and cocaine.

"This is the easy way out," he said. "The effort should be made in education that addiction is bad."

Heyman was adamant the measure will not decriminalize marijuana in the county, where she said possession will continue to be illegal. But she said it could spare many, especially minorities, the lifelong penalties that come with a criminal record.

Paul Armentano, deputy director of the National Organization for the Reform of Marijuana Laws, said the proposal amounts to decriminalization in his view. He added that similar laws have already been enacted in 14 states.

"The majority of the public believes that criminalization of cannabis is a disproportionate punishment to behavior that is at its worst a public health concern and not one that should be a criminal justice concern," he said.

He said the enforcement of marijuana laws tends to disproportionately fall upon blacks, Latinos and young people. A 2013 report by the American Civil Liberties Union found that blacks are almost four times more likely than whites to be arrested for marijuana possession.

Armentano said leaving enforcement to police discretion could be a problem because it could vary dramatically between officers, but Miami Beach Police Chief Dan Oates is already preparing guidelines as his city gets ready to adopt a similar measure. Oates' policy will call for arresting people who smoke marijuana in public, possess it while in a vehicle or have marijuana that appears to be intended for sale.

"The one thing I don't want is one cop writing a ticket and the other arresting," he said.

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OPINION

JOHN S. INGHIT (305-84-580)

ALEXANDRA VILUCH, PUBLISHER | ANINDA MARQUES GONZALEZ, EXECUTIVE EDITOR | NANCY ANCRUM, EDITORIAL PAGE EDITOR

JAMES C. INGHIT (305-84-580)

MIAMI HERALD | EDITORIAL

Snuff marijuana arrests

OUR OPINION: Miami-Dade Commissioner Heyman proposes civil citations in some cases — a sound idea

Government should not be in the business of ruining people's lives for making ill-considered mistakes and minor infractions — especially if such residents don't have a lot going for them in the first place.

That's why approving Miami-Dade County Commissioner Sally Heyman's proposal to give police the discretion to give people a \$100 fine instead of arresting them for carrying less than 20 grams of marijuana is the next step her colleagues should take to decriminalize violations.

Such infractions, barring a complicating factor, shouldn't not clog up our courtrooms, drain county revenue and leave someone with an unwarranted criminal record. That one slip can become a road-

block to getting a job, joining the military or getting a scholarship — in short, getting on the right track. Ms. Heyman's proposal comes before the commission's Metropolitan Services Committee on Wednesday. Committee members should agree to pass it on to the full commission.

Right now, misdemeanor marijuana possession brings a possible one-year jail sentence. Police officers currently can decline to arrest someone for minor-marijuana possession, but the charge still requires the person to appear in criminal court. With a civil citation, the case never enters the criminal system.

It should come as no surprise that low-income minority communities, where higher crime

rates bring greater police presence, bear the brunt of arrests for misdemeanor marijuana possession. And that's one of the reasons that Ms. Heyman rightly believes change is needed.

"For God sakes, you're destroying lives before they realize they made a mistake. An arrest could chill opportunities," she told the Editorial Board. "Our jails need to hold the worst, those who threaten public safety or are a flight risk, that's it. A guy smoking a joint at Ultra should not be held with a rape suspect." Well said.

According to Jim DeFede, of Herald news partner CBS 4, whose series *Race Matters: Policing by the Numbers*, has thrown a harsh and effective spotlight on how police can move in over-aggressively on

African-American communities — alienating law-abiding residents who might otherwise be on their side — an ACLU study found that even though blacks and whites use pot at the same rate, blacks are more likely to be arrested. Which brings us back to that "guy smoking a joint" at Ultra. The music events draws a not-very-African-American crowd of revelers, and police, no matter the jurisdiction, likely will be more inclined to cut them a break. Racism? Not necessarily. Bias toward someone most like the cop? Definitely.

As Ms. Heyman's proposal moves forward — as it should — it is imperative that it include the requirement to collect data about who gets a citation and who gets arrested and why. Sad to say, few

would be surprised that the "good kid" with a joint in King's Bay gets the fine and the low-income kid walking down the street in Goulbs — who similarly might not have a criminal record — gets the handcuffs.

Given that the police department is on board with this initiative, it should be just as willing to be held accountable. Already as a result of the Defede series, Miami-Dade Police Director J.D. Paterson has pledged to sharpen the department's focus on the correlation — and disparities — of race and arrests.

Marijuana has been called a gateway drug. Unfortunately, for too many African-Americans, it's been a gateway drug to the criminal justice system, often unfairly.



IN MY OPINION

Fabiola Santiago

fsantiago@MiamiHerald.com

Marijuana proposal a good start

The conversation about the decriminalization of small-time marijuana possession is evolving in South Florida, and here's hoping that it becomes more rooted in reality, and most importantly, more non-partisan.

The medical profession has already chimed into the discussion, endorsing the use of medical marijuana to assuage the pain of certain conditions and the side effects of treatments. I know a young man in Miami with cancer who had medical marijuana prescribed to help with the nausea caused by chemotherapy and it was no more of a big deal than using pain medication for an injury. It made such a big difference to the quality of his days, his caretaker told me. Nothing else we tried before worked to stop the vomiting and the nausea.

Science and law enforcement have always been good partners, and so, it's welcome news to learn that the criminal justice leadership in Miami-Dade, too, has taken a deeper look at how people caught in possession of misdemeanor amounts of marijuana should be treated — and is endorsing a more sensible approach.

Instead of an arrest and a criminal charge for possession of less than 20 grams of marijuana that mark a life forever, a \$100 civil fine could be levied by police as an option, under a proposal sponsored by Miami-Dade Commissioner Sally Heyman to be discussed Wednesday by a County Commission committee. The Miami Beach City Commission is also considering making the same change.

Marijuana possession is the No. 1 reason "people who are poor, unlucky or disenfranchised" are imprisoned in Miami-Dade at a cost of \$156 a day, clogging and taxing a criminal system that needs to focus resources on people who pose public safety and flight risks, Heyman told me Friday.

"At the end of the day, even if a marijuana possession arrest gets dismissed, they still have a criminal record and an arrest that would hurt them get into college, the military, or get a job," perpetuating the cycle of poverty, Heyman said. "The basic inquiry is not 'have you been convicted?' but 'have you been arrested?'"

The civil fine option allows police flexibility to give people "second chances," a strategy that has proved successful in the past with juvenile first-offenders and with other minor offenses for adults such as swimming or fishing off a

• TURN TO SANTIAGO, 2B

FABIOLA SANTIAGO

Proposal to curb pot-possession arrests a good start

• SANTIAGO, FROM 1B

bridge, panhandling, or drinking from an open container near a store, Heyman said.

My only concern: That white people will get a fine, but people of color will still

be arrested.

Heyman says she trusts law enforcement to fairly exercise options and that sensitivity training has come a long way.

Her proposal also calls for the civil penalty option for petty crimes like shop-

lifting car theft, but it's the

proposal didn't come out of a desire to legalize marijuana, but from hard-nosed

research about what makes

sense from a community

and criminal-justice per-

spective. The savings:

\$45,000 a day, if you consid-

er the number of people

arrested and how long they

stay in jail for lack of bond

money.

Whatever the approach,

let's bring less politics and

more common sense to the

marijuana issue. These

local proposals are a good

start.

MIAMI-DADE COUNTY

Pot smokers may get fine in lieu of arrest under proposal

A plan before Miami-Dade commissioners would give officers the option of issuing a civil citation for possession of 20 grams or less of marijuana, instead of a misdemeanor charge.

BY DOUGLAS HANKS
dhanks@miamiherald.com

Possessing misdemeanor amounts of marijuana in Miami-Dade County could bring a \$100 fine instead of a criminal charge under a new proposal backed by police brass.

County Commissioner Sally Heyman is sponsoring the plan, part of a larger change to how the county classifies offenses that tend to ensnare low-income residents, like theft of shopping carts and loitering.

If adopted by the commission and voted by Mayor Carlos Gimenez, the ordinance would let officers issue a citation to someone carrying less

Misdemeanor marijuana possession currently carries a possible maximum one-year jail sentence. Officers currently have the option not to arrest someone for minor marijuana possession, but the misdemeanor charge would still bring a requirement to appear in criminal court. With a civil violation, the case wouldn't enter the criminal system.

"It allows us to give someone a break," Heyman said. "It doesn't destroy somebody's life because they smoked a joint at a concert or had a pipe in their pocket."

Officers in Miami-Dade would have the option to issue a citation or proceed

• TURN TO MARIJUANA, 2D

MIAMI-DADE COUNTY

Plan would curb pot arrests

MARIJUANA, FROM 1B
Juan Pérez, deputy director of the Miami-Dade Police Department, said the plan would give officers the option to go with a citation for those individuals that may have no criminal history, (and) stay out of the criminal justice system. "We helped draft and support this effort as a discretionary option for misdemeanor marijuana," said Metropolitan Services

Committee Wednesday afternoon.

If it passes, the full 13-member commission would take it up later in the summer.

State law allows local jurisdictions to treat some misdemeanors as civil offenses, and Miami-Dade would add misdemeanor marijuana possession to that list, Pérez said.



POT PROPOSAL: A proposed change in Miami-Dade law would give officers the option of issuing civil citations for possessing 20 grams or less of pot.

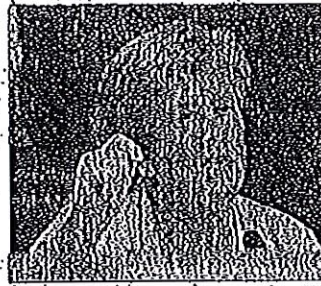
Plan to fine for pot offense advances in Miami-Dade

Police would still have the option to arrest for misdemeanor pot possession under a proposal that won preliminary approval in Miami-Dade.

BY DOUGLAS HANKS
dhanks@miamiherald.com

A proposal to issue \$100 citations for marijuana possession in Miami-Dade cleared a legislative committee on Wednesday, moving Florida's largest county closer to taking pot offenses out of the criminal system.

The legislation — which was approved 5-1 by the County Commission's Metropolitan Services panel — would still allow police throughout Miami-Dade to arrest someone with 20 grams or less of pot on a misdemeanor charge. But the proposal would rewrite county law to give officers the option of issuing a civil citation instead, an action that would let the offender



SPONSOR: Dade Commissioner Sally Heyman speaks during a committee hearing on her proposal for new rules that would give officers the option to fine pot smokers.

pay a \$100 fine or work off the penalty with two days of community service.

Officers currently have the choice of simply not arresting people caught with a misdemeanor amount of pot, or issuing criminal charges that can result in as

much as one year in jail. "Right now, it's let go completely or arrest," said Commissioner Sally Heyman, the sponsor of the legislation. "This will give a middle alternative."

Only one commissioner, Javier Souto, voted against the proposal, with Jose "Pepe" Diaz, Audrey Edmonson, Barbara Jordan, and Juan C. Zapata joining Heyman on the Yes side. A final vote by the full 13-member commission is scheduled for June 30, and then it would go to Mayor Carlos Gimenez for a possible veto.

Heyman's plan follows a national trend toward decriminalizing marijuana, with 15 states treating marijuana possession as a civil offense akin to littering and loitering. Miami Beach commissioners gave preliminary approval to similar rules on Wednesday, which would leave the city with looser

• TURN TO MARIJUANA, 2B

MIAMI-DADE COUNTY



POLICE BACKING: J.D. Patterson, Miami-Dade's police director, supports a proposal to let county officers issue a \$100 citation for misdemeanor pot possession during Wednesday's meeting.

marijuana penalties if the county ordinance should fail.

"I believe this is an effort from our pragmatic progressive city to move forward with allowing our police force to focus more on areas that we know are of greater need to public safety," said Miami Beach Mayor Philip Levine.

If the county rules pass, Miami Beach could collect the fines generated by pot citations issued by its officers rather than the money

going to Miami-Dade, according to a county lawyer. Miami Beach Police Chief Dan Oates told city commissioners that he expects to issue 400 civil citations a year for marijuana possession. But people openly smoking marijuana in public would still face arrest on the misdemeanor charge, he said.

The decriminalization issue is a sensitive one. Gimenez has not made a decision on the proposal, according to a spokesman, though the police director who ultimately reports to the mayor, J.D. Patterson, supported it

during Wednesday's meeting.

Committee Chairwoman Barbara Jordan started the proceedings by showing the audience all three parts of a CBS4 investigation called "Race Matters" by reporter Jim DeFede that showed a county police squad targeting the largely black area of Goulds with dozens of marijuana arrests but almost no convictions.

Commissioners cited the series throughout the discussion, saying it captured the uneven way police throughout the United States tend to prosecute drug offenses.

An American Civil Liberties Union report cited by DeFede found that a black person in Miami-Dade was six times more likely than a white person to be arrested for marijuana possession. Carlos Martinez, the county's public defender, noted that county prosecutors had authorized the University of Miami's police force to offer its students the equivalent of civil fines and community service when caught with pot — an option offered local colleges but not available to young adults elsewhere in Miami-Dade.

J.L. Demps Jr., president of the Greater Goulds Optimist Club, told commissioners that even a misdemeanor arrest for marijuana can condemn young black men

to uphill climbs when it comes to finding employment or housing assistance.

"I've seen many adults trying to get housing in Miami projects," he said. "An arrest makes a big difference in terms of what they can do."

The marijuana rules are part of a larger proposal to rewrite Miami-Dade's criminal codes and create the option of civil fines for six other minor offenses, including loitering, shopping-cart theft, littering and possession of drug paraphernalia.

Heyman cited figures showing that about 24,000 people a year are booked on those charges in Miami-Dade, about 65 per day.

Patterson did not lay out

how Miami-Dade's 4,000-person police department would sift through which offenders deserved civil citations for pot and which should be arrested.

"I truly believe Miami-Dade County has the finest," said Commissioner Audrey Edmonson. "But when you start talking about officers having 'discretion,' it appears to me that that discretion is arresting how many blacks more so than anybody else? That's an officer's discretion."

Patterson said arrests would be focused on people caught multiple times smoking pot in public, when someone is clearly a pot dealer, or if marijuana seems to be part of a larger incident, like a car accident.

"Discretion is still very, very important to the officer," Patterson said. As an example, he said someone with a pocketful of joints might be holding less than 20 grams but still look ready to sell the marijuana to someone. "I want to believe an officer will make an arrest in that case."

Miami Herald staff writer Joey Flechas contributed to this report.



PETER ANDREW BOSCH/MIAMI HERALD STAFF

RACE CONCERNS: Commissioner Barbara Jordan discusses a CBS4 report showing county police targeting residents in the largely black area of Goulds with pot arrests.



IN MY OPINION
Fred
Grimm
fgdgm@
MiamiHerald.com

War on pot going up in smoke

Pot enforcement was a big ongoing story back when I landed my first newspaper job 45 years ago. Oh my, how we did love those police-combat-scurge-of-marijuana stories.

The Mississippi town where I worked suffered plenty of sure-enough serious crime, but robberies and burglaries, even the occasional Saturday night juke-joint killing, would hardly turn an editor's head. If the local police managed a pot bust, that was front page stuff. The stories ran alongside photographs of the police chief, the arresting officer, the mayor himself, all them stern-faced, standing behind a table displaying baggies of marijuana, rolling papers, a roach clip, a bong the size of an alto saxophone.

For a small-town cop, the message was clear. Chase after actual, possibly dangerous criminals, nobody much cares. Nab a couple of potheads and shower yourself in front page glory.

It has been tough lesson to unlearn.

All these years later, we're still wasting time and police resources and great gobs of taxpayer money in the mindless pursuit of marijuana miscreants. As if the criminal justice system was trapped in a 1969 time warp.

The ACLU crunched police records for 2010 and found 757,969 Americans were incarcerated for marijuana law convictions. Florida alone had 57,951 clogging up state and county lock-ups.

The difference now is that the public no longer believes in marijuana prohibition. A Quinnipiac University poll released in April indicated that 55 percent of Floridians think adults should be allowed to possess small amounts of marijuana for recreational use, while 84 percent would legalize medical marijuana.

Four states and the District of Columbia have legalized recreational marijuana. Legalization referendums will be on the ballot in at least five other states, including California, in 2016. Fifteen states have decriminalized small amounts of pot.

Twenty-three states allow the use of medical marijuana. Last year, 59 percent of Florida voters favored a medical marijuana referendum (one percentage point shy of the threshold required to pass a constitutional amendment).

Another measure of the public's flagging enthusiasm for pot prohibition has been the lack of a ruckus around Miami-Dade County Commissioner Sally Heyman's proposed ordinance that would give police the option of issuing a \$100 civil citation to someone nabbed with less than 20 grams of marijuana instead of hauling them off to jail on a misdemeanor charge.

• TURN TO GRIMM, 2B

FRED GRIMM | IN MY OPINION

There is no glory in war on pot

• GRIMM, FROM ID

The measure, which comes up for a commission vote June 30, also has the support of the Miami-Dade Police Department. The cops know there's no more glory in the war on pot.

Worse, enforcement in those states that haven't decriminalized pot reeks of racial disparity. Although blacks and whites use marijuana at about the same rate, the ACLU report found that blacks in Florida were 4.2 times more likely

to be arrested on marijuana charges than whites.

Heyman's ordinance may be only a tepid step toward getting rid of our archaic marijuana laws. But at least it will remind police — after all these years — that they have better things to do.

Miami Herald

WEDNESDAY, JULY 1, 2015 | \$1.00 | FINAL EDITION | MIAMIHERALD.COM

MIAMI-DADE COUNTY

Pot fine, citation wins county approval

■ A new Miami-Dade ordinance gives police the option of treating marijuana possession as a civil offense.

BY DOUGLAS HANKS
dhanks@miamiherald.com

Miami-Dade commissioners voted Tuesday to let police treat marijuana possession the same way they do loitering — by issuing a civil citation with a \$100 fine that keeps the offense out of the criminal system.

"We have better things to do with our police resources," said Commissioner Sally Heyman, sponsor of the ordinance. "For goodness' sakes, we don't have to destroy the lives of so many."

The change in county code passed 10-3, marking a milestone in how Florida's largest local government treats marijuana offenses. The new ordinance gives police officers the option of either charging pot possession as a criminal misdemeanor or as a civil offense — which brings a fine but no criminal record — for possession of 20 grams or less, enough for about three dozen joints.



'We have better things to do with our police resources.'

— Commissioner Sally Heyman

• TURN TO MARIJUANA, 2A

MIAMI-DADE COUNTY

Proposal to curb pot arrests approved

• MARIJUANA, FROM 1A

Backers pointed to the damage that a marijuana arrest may cause, jeopardizing eligibility for certain jobs, military service, student loans and affordable-housing programs. Advocates also said marijuana arrests are clogging the court system and keeping police too busy.

"It would be stunning to you the amount of taxpayer dollars that is utilized every time someone is charged with a simple offense of possession of marijuana," said Judge Samuel Slom, who oversees the court branch that handles misdemeanor cases. "It takes the officer off their beat. Instead of protecting the community, now they're transporting someone from as far away as south Kendall all the way to the Dade County jail."

Slom and other backers of the ordinance emphasized that the change does not decriminalize marijuana possession, since officers would still have the option of filing criminal charges. State and

county law provides jail time and fines for possession of 20 grams or less of marijuana, and that would not change. Police director J.D. Patterson also said that smoking marijuana in public would remain a crime, and that the new ordinance would apply only to possession.

But the ordinance gives police throughout Miami-Dade the non-criminal option for possession, which would bring the offender a civil citation and the required fine. The ordinance takes effect in 10 days, and applies to all Miami-Dade cities as well. Mayor Carlos Gimenez endorsed the legislation Tuesday, calling it "good, common sense."

The police department that answers to Gimenez helped draft Heyman's proposal. Voting against the local law were commissioners Esteban "Steve" Bovo, Rebecca Sosa and Javier Souto.

"All we're doing here is making parents' lives harder," Bovo said. "I could see a teenager telling a parent: 'It's just a fine, it's not a big deal.'"

Senior county officials

have not detailed how police would implement the new law, or when it would be appropriate to still arrest someone for possessing small amounts of marijuana.

Patterson told commissioners at a hearing two weeks ago that he would encourage officers to use the criminal option when the marijuana is clearly meant to be sold or if someone was caught with pot in a car accident. On Tuesday, Patterson said the department will offer more guidance on how the rules should be enforced, including when repeat offenders should be charged criminally.

Miami-Dade's ordinance is part of a national movement away from criminal prosecution of minor marijuana possession. In South Florida, Broward County and Miami Beach are considering similar changes.

Approval of the ordinance follows a report this week by CBS 4 showing the racial divide in marijuana arrests that is helping drive the weakening of marijuana laws nation-

wide. CBS4 reviewed every misdemeanor marijuana arrest made in Miami-Dade County between 2010 and 2014. Among the findings:

- The misdemeanor pot arrests accounted for 10 percent of all cases filed in the criminal court system.

- County police account for 61 percent of those misdemeanor pot arrests.

- While about 20 percent of Miami-Dade's population is black, about 55 percent of the pot cases involved black defendants.

- Of the 44,860 marijuana cases closed in Miami-Dade between 2010 and 2014, only 2 percent resulted in a conviction.

The change in Miami-Dade's marijuana law was included in a larger rewrite of how to treat other minor offenses. With the new ordinance, police also would have the option of issuing \$100 civil citations for loitering, littering and even possession of a plastic crate that's registered as a dairy company's property. The new ordinance also creates a civil citation for pos-

session of drug paraphernalia.

Commissioners also passed an implementing order that would allow people cited for a marijuana civil infraction to perform two days of community service to work off the \$100 fine.

ALSO ON TUESDAY:

Gimenez blamed widespread under-billing in the county's special taxing districts on the assessment dollars being pooled, allowing surpluses from one district to cover deficits for others where residents weren't charged enough for amenities like security. He cited a Moringside resident who was under-charged in past years. "He got those services," Gimenez said. "Some other special taxing district money was used to cover those costs."

"I am deeply sorry for what happened," Gimenez told commissioners. "This is a problem we uncovered recently."

The foul-up comes as Miami-Dade is raising fees on more than 100,000 properties,

with about half of the money going to close deficits in dozens of districts that weren't charging enough, according to county figures.

Commissioners rejected Gimenez's request to approve 2016 fees for about 830 districts not facing increases, saying they wanted more clarity on what went wrong.

The proposed increases were put on the Sept. 1 agenda, when commissioners were already scheduled to consider the Gimenez administration's proposed rate increases. "In the seven months I have served," said the commission's newest member, Daniella Levine Cava, "this is my lowest moment."

- Approved spending \$13.9 million in transit sales tax on a new Tri-Rail station in downtown Miami. The location is the county's share of a \$69 million public-funding package for the station, which will connect Tri-Rail's Hialeah station with a stop in All Aboard Florida's privately-operated train depot under construction in downtown Miami.

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 5.

ITEM: Approval to carry-forward appropriations from the 2014-2015 budget into the 2015-2016 budget year. Enclosed find a copy of a Memorandum from Finance Director, Alan Short.

DESCRIPTION:

Carry-forward appropriations in the total amount of \$6,477,073. It is recommended that the Council approve the carry-forwards detailed in the accompanying memorandum representing projects funded in 2014/2015 but not completed or deferred until after September 30, 2015. The sum to be carried forward is the total previously approved amount less any amounts expended prior to September 30, 2015. Some of the projects may be substantially complete at this time but were still in process at September 30th. Since final payments will be made in the 2015/2016 fiscal year the funding needs to be brought forward.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The total amount to be carry forward to the 2015 / 2016 budget year is \$6,477,073

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Appropriations - Carry Forward	Carryforwards.pdf
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TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: FEBRUARY 3, 2016
TO: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: CARRYFORWARD OF FUNDING INTO THE 2014/2015 BUDGET

It is recommended that the Council approve the following appropriation carryforwards representing projects funded in 2014/2015 but not completed or deferred until after September 30, 2015. The sum to be carried forward is the total previously approved amount less any amounts expended prior to September 30, 2015. Some of the projects may be substantially complete at this time but were still in process at September 30th. Since final payments will be made in the 2015/2016 fiscal year the funding needs to be brought forward.

Description	Account Number	Amount
License Plate Reader System	001-521.0-400064.000	\$56,945
Convert old plans to digital storage	001-524.0-400034.000	1,812
Community Center	001-572.0-400063.000	1,493,285
Causeway Corridor & Bridge Rehab Project	401-541.5-400063.000	3,970,577
Mill & Resurface 96 th Street Bridges	401-541.5-400063.000	499,746
Rehab Sewer Manholes	402-535.0-400063.000	111,876
Sewer Hub Rehabilitation	402-535.0-400063.000	91,950
Refurbish Lift Stations	402-535.0-400063.000	30,000
Portable Sewer Pump	402-535.0-400064.000	25,000
Soft Starters for Pumps	402-535.0-400064.000	10,000
Inspection & rehabilitation of Stormwater Outfalls	406-538.0-400063.000	125,882
Valley Gutter Repairs	406-538.0-400063.000	60,000
Total		\$6,477,073

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 6.

ITEM: Approval of a Construction Trailer to be located at 9601 East Bay Harbor Drive (Bay Harbor Hotel, LLC) as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the renderings and supporting documents.

DESCRIPTION:

The applicant request approval of a 8" X 20" temporary construction office to be located at 9601 East Bay Harbor Drive (Bay Harbor Hotel, LLC).

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Construction trailer	Construction office- 9601ebhd.pdf
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TOWN PLANNER REVIEW WORKSHEET

Date: 1/27/16

Property owner and address:

9601 EBHD

Lot 35-37 / Block 4

Permit Number BP 2016-14

Total Review Time 0.5

Plans must be resubmitted: _____ YES X NO

Special Notes:

- Approved Subject to Town Council approval

SDM

Scott Marks, Community Planner

6 FOOT
CONSTRUCTION
FENCE WITH
SCREENING

SILT FENCE
SILT FENCE TO
REMAIN IN PLACE
UNTIL FINAL
DEVELOPMENT IS
COMPLETED

REBAR LAYDOWN

FORMS LAYDOWN

BUCKHOIST

CONSTRUCTION
OFFICE

STORAGE
CONTAINER

SILT FENCE
SILT FENCE TO REMAIN IN
PLACE UNTIL FINAL
DEVELOPMENT IS
COMPLETED

KANE CONCOURSE

PORTABLE POTTY

CRANE

DUMPSTER

CMU LAYDOWN

CONCRETE PUMP

GATE 2

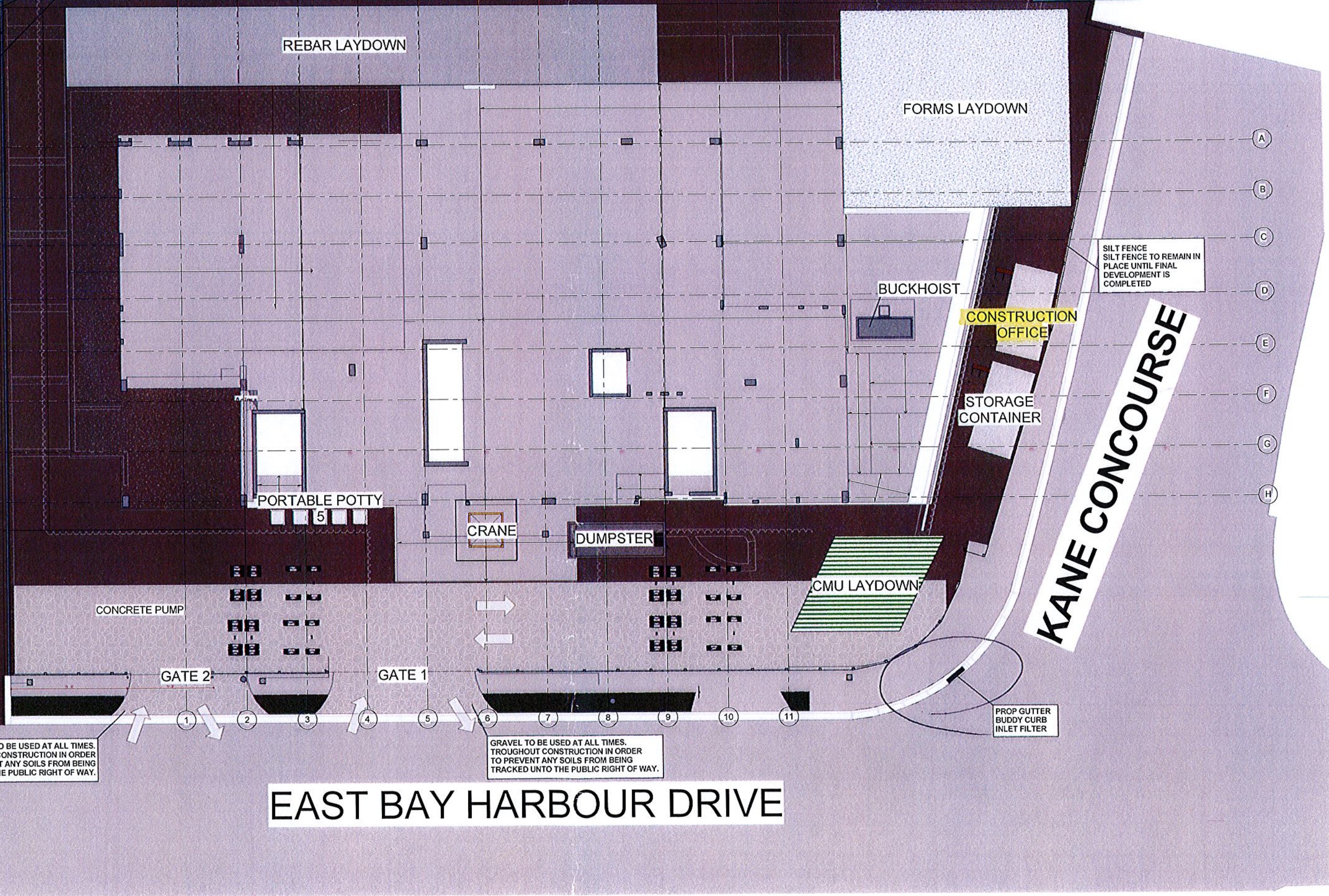
GATE 1

PROP GUTTER
BUDDY CURB
INLET FILTER

GRAVEL TO BE USED AT ALL TIMES.
TROUGHTOUT CONSTRUCTION IN ORDER
TO PREVENT ANY SOILS FROM BEING
TRACKED UNTO THE PUBLIC RIGHT OF WAY.

GRAVEL TO BE USED AT ALL TIMES.
TROUGHTOUT CONSTRUCTION IN ORDER
TO PREVENT ANY SOILS FROM BEING
TRACKED UNTO THE PUBLIC RIGHT OF WAY.

EAST BAY HARBOUR DRIVE



CONTAINER PLANS FOR:

Mobile Modular[®]

STRUCTURAL LOADS

MAIN WIND FORCE RESISTING SYSTEM
 POSITIVE PRESSURE = 24.0 PSF
 NEGATIVE PRESSURE = -19.5 PSF
 WALL COMPONENT & CLADDING PRESS.:
 POSITIVE PRESSURE = 41.6 PSF
 NEGATIVE PRESSURE = -50.5 PSF
 DOOR & WINDOWS PRESSURES MORE
 THAN 3' FROM CORNERS WIND UPLIFT
 LOAD = 49.0 PSF
 WALL COMPONENT & CLADDING PRESS.:
 POSITIVE PRESSURE = 41.6 PSF
 NEGATIVE PRESSURE = -53.1 PSF
 DOOR & WINDOW PRESSURES LESS THAN
 3' FROM CORNERS WIND UPLIFT
 LOAD = 49.0 PSF

BUILDING DESIGN CRITERIA

OCCUPANCY: S2
 TYPE OF CONSTRUCTION: II-B
 OCCUPANCY LOAD: N/A
 WINDLOAD: 130 MPH
 WIND PRESSURE LOAD: 43.2 PSF
 FLOOR LIVE LOAD: 125 PSF
 ROOF LIVE LOAD: 20 PSF
 SEISMIC ZONE/CATEGORY: "D"

BUILDING CODES

2010 FLORIDA BUILDING CODE
 2010 FLORIDA MECHANICAL CODE
 2010 FLORIDA PLUMBING CODE
 2008 NEC
 2010 FLORIDA FIRE PREVENTION CODE
 2012 FLORIDA ACCESSIBILITY CODE
 2010 FLORIDA ENERGY EFFICIENCY CODE

2010 FBC w/ 2012 SUPPLEMENTS: (This code includes the Florida Building Code, Accessibility as Chapter 11.) This code includes the 2010 FBC Building, Mechanical, Plumbing, FuelGas and Energy Conservation Volumes. **CAUTION:** Please confirm the applicable editions of Referenced Standards by checking the "Referenced Standards" Chapter of each code Volume and also any issued Supplements. (i.e.: FBC, Building Chapter 35; FBC, Plumbing Chapter 13; FBC, Mechanical Chapter 15; FBC, Fuel Gas Chapter 8, FBC, Energy Conservation Chapter 6.) (Effective March 15, 2012)

2010 Florida Fire Prevention Code (FFPC): (This code also includes the Florida versions of NFPA 1 and NFPA 101.) (Effective December 31, 2011)

NOTE: The above listing is not considered to be all inclusive as there may be other building code requirements pertaining to your specific project.

DRAWING INDEX

C1 COVER SHEET
 A1 FLOOR PLAN
 A2 ELEVATIONS
 A3 FRAMING PLAN
 A4 CROSS SECTION
 A5 TIE-DOWN CALCULATIONS

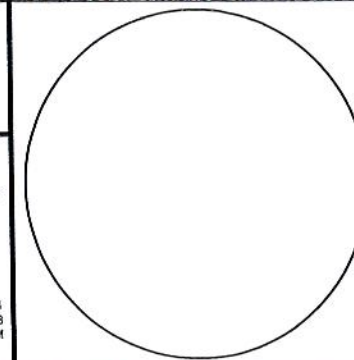
MOBILE-MODULAR
 8' CONTAINER PLANS
 COVER SHEET



MODULAR PLANS DESIGN, CO.
 THOMAS L. MELTON, AIA, NCARB
 FLORIDA # ARO017033

1074 S. FLORIDA AVE. SUITE 201
 LAKELAND, FLORIDA
 33803-5001

PH: 863-688-1054
 FAX: 863-688-7118
 MODULARPLANS@TAMPABAY.RR.COM



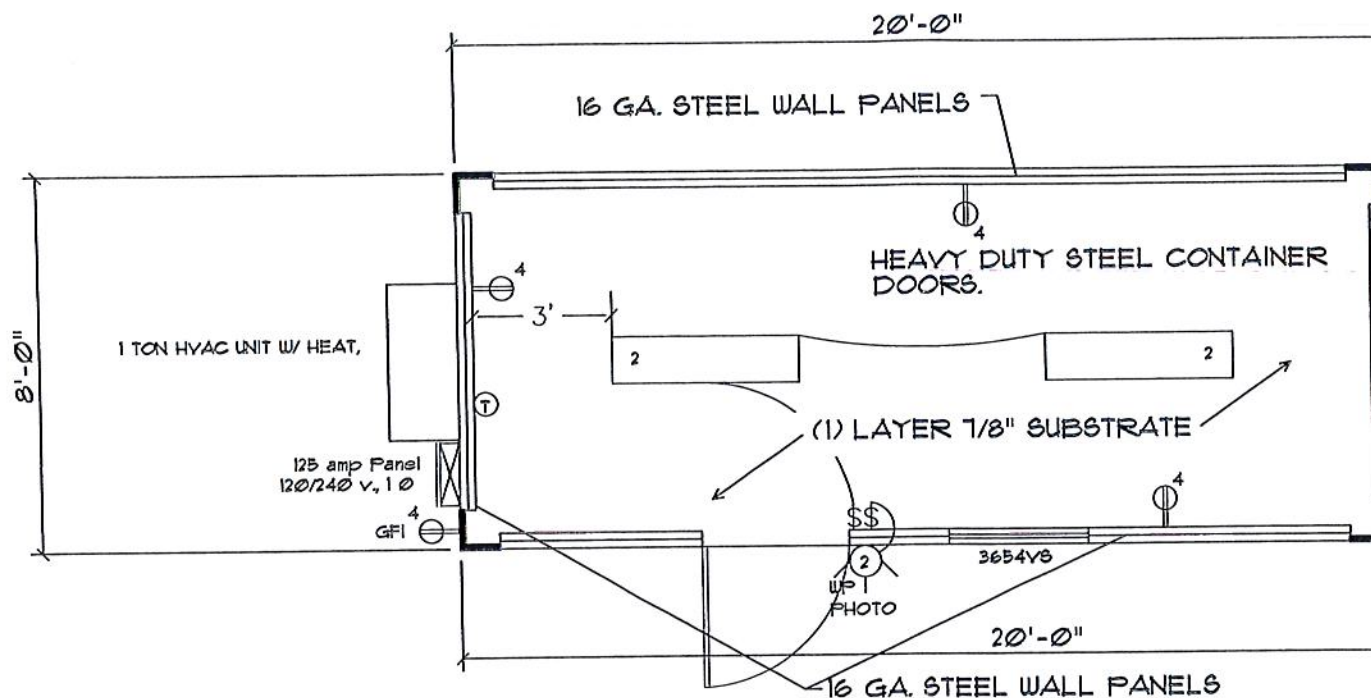
DATE: 10-04-2013

DRAWN: R.C.S.

JOB #: 8'X20'-OFFICE

SHEET NO.

C1



FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. BUILDING SHALL BE LOCATED A MINIMUM DISTANCE FROM KNOWN OR ASSUMED ADJACENT PROPERTY LINES PER APPLICABLE BUILDING CODES.
2. REQUIRED RESTROOM FACILITIES MUST BE PROVIDED ON SITE IN AN ADJACENT BUILDING IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES & SUBJECT TO LOCAL INSPECTION.
3. BUILDINGS SHALL NOT INCLUDE ANY HAZARDOUS MATERIALS.
4. ALL STRUCTURAL DIMENSIONS ARE ±1/16" UNLESS NOTED OTHERWISE. ALL FIXTURE DIMENSIONS ARE ±3" UNLESS NOTED OTHERWISE.
5. THE OWNER IS RESPONSIBLE FOR MEETING HANDICAP ACCESSIBILITY REQUIREMENTS.
6. FOUNDATION SYSTEM AND SOIL BEARING PRESSURE FOR SPECIFIC SITE IS TO BE PER RECOMMENDATION BY A LOCAL SOILS ENGINEER AND IS THE RESPONSIBILITY OF THE OWNER.
7. ALL DOOR AND WINDOWS FRAMES WILL ACT AS OWN HEADER.
8. ALL WELDING TO CONFORM TO AWS/AISC STANDARDS.
9. OWNER IS RESPONSIBLE FOR CONFORMING TO ALL BUILDING CODE REQUIREMENTS OF LOCAL JURISDICTION WHICH PERTAIN TO THE SPECIFIC SITE OR WHICH ARE NOT SPECIFICALLY NOTED IN THESE PLANS.
10. ALL STRUCTURAL STANDARDS SET BY THESE PLANS ARE TO BE CONSIDERED TO MINIMUM ACCEPTABLE STANDARD AND MAY BE EXCEEDED WITHOUT RESUBMITTAL.
11. ALL DOORS BETWEEN AIR-CONDITIONED SPACES & UN-AIRCONDITIONED SPACES MUST BE WEATHERSTRIPPED.

ELECTRICAL LEGEND

- ⊕ DUPLEX RECEPT @ 16" AFF.
- ⊕ DUPLEX RECEPT @ 42" AFF.
- ⊕ RECEPT 220 VOLT
- \$ SWITCH
- PHONE PHONE JACK @ 42" AFF.
- PHONE PHONE JACK @ 16" AFF.
- ① THERMOSTAT
- ⊕ INCANDESCENT LIGHT 60W. MAX.
- ⊕ WATER PROOF PORCH LIGHT 60W. MAX. W/ PHOTO CELL
- ⊕ EXHAUST FAN
- ⊕ EXHAUST FAN / LIGHT
- ⬅ EMERGENCY LIGHT
- JP J BOX FOR MANUAL PULL STATION
- ⊗ 10" X 10" SUPPLY AIR REGISTER
- ⊗ 12" X 12" RETURN AIR GRILLE
- ⊗ EMERGENCY EXIT LIGHTING
- ⊕ FLORESCENT FIXTURE 81.6W. MAX.

ELECTRICAL PANEL "A" SIZING

DISCRIPTION:

0035 KW 8F X 160 8F X 125	.70
4 RECEPTS @ 180 VA / 1000	0.72
(-) EMAX HEATER @ 6.5 KW	--
- FAN @ 3 KW X 125	--
HVAC	53
TOTAL	6.12 KW
TOTAL / 240 X 1000	28.00 A
INSTALL	125 AMP PANEL 120 / 240V 1Ø

ELECTRICAL SCHEDULE

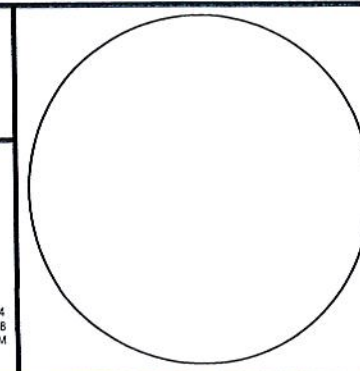
CIRCUIT	NOMENCLATURE	BREAKER (AMPS)	WIRE SIZE CU. NM. W/G.
1 & 3	HVAC	30 A (2P)	10-2
2	LIGHTS	20A 1P	12-2
4	RECEPTS.	20A 1P	12-2

ALL PORTABLE APPLIANCES, INCLUDING W/H. TO HAVE DISCONNECT IF NOT WITHIN VIEW OF ELECTRIC PANEL

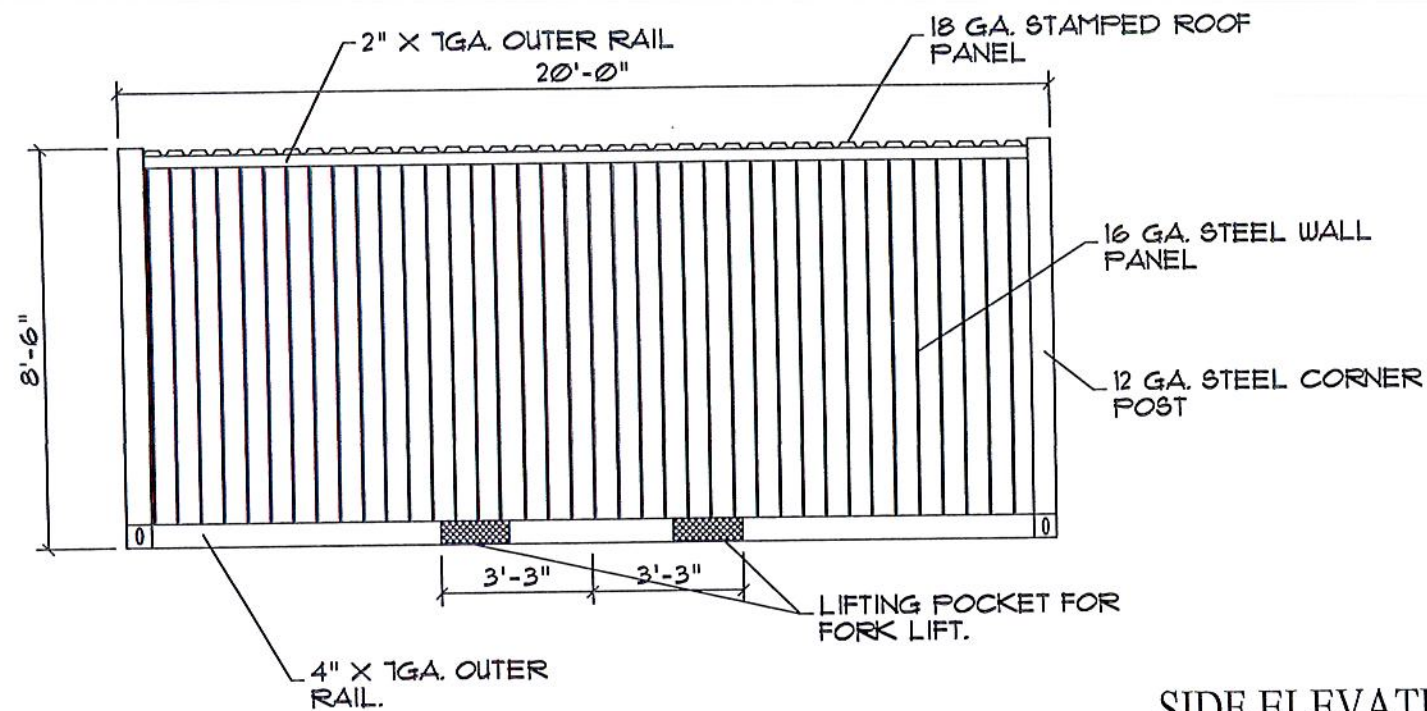
MOBILE-MODULAR
8' CONTAINER PLANS
FLOOR PLAN



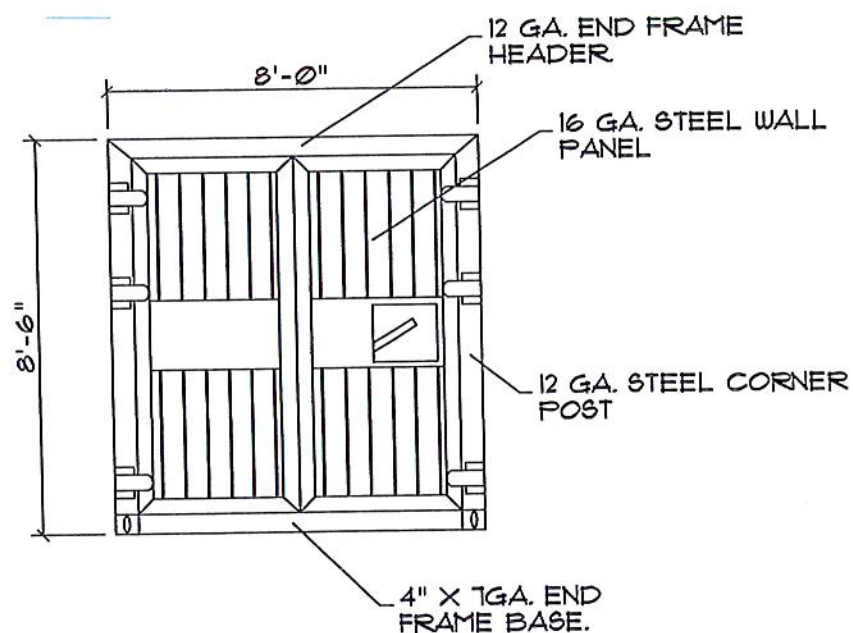
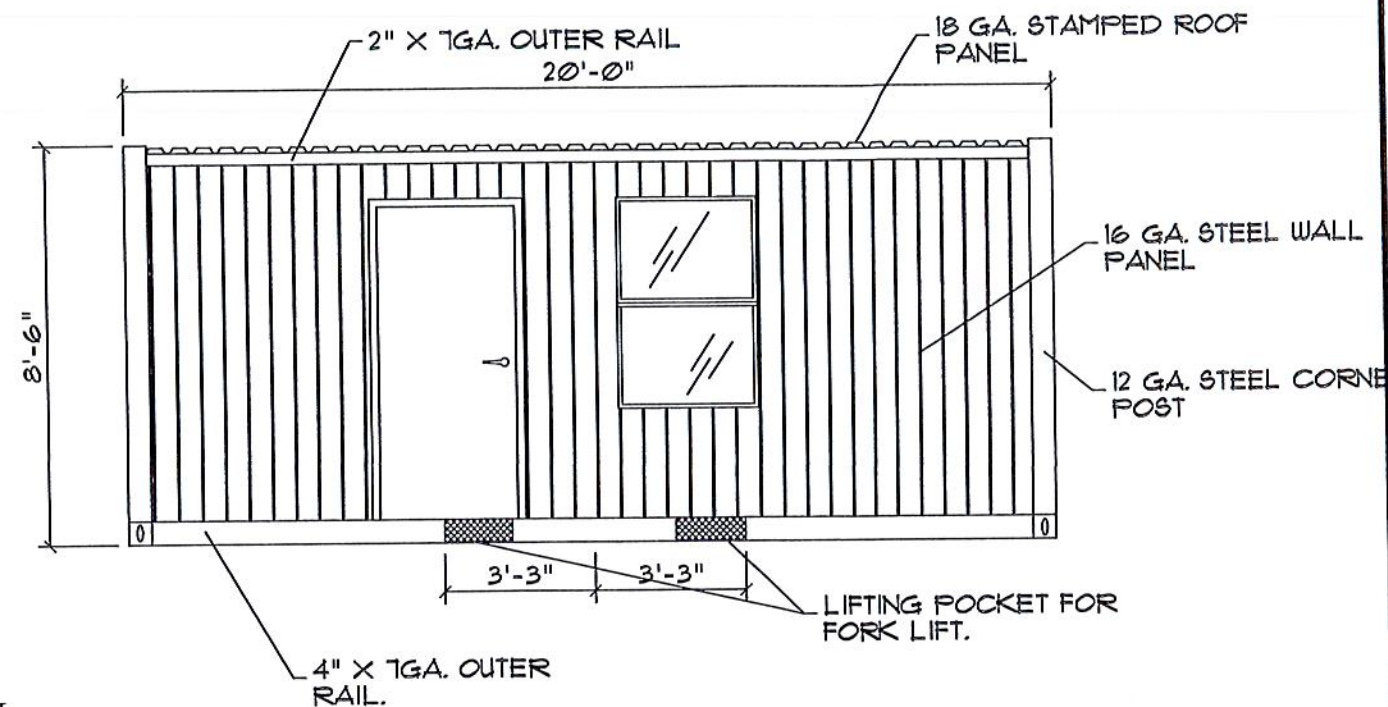
MODULAR PLANS DESIGN, CO.
THOMAS L. MELTON, AIA, NCARB
FLORIDA # ARO017033
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LAKELAND, FLORIDA
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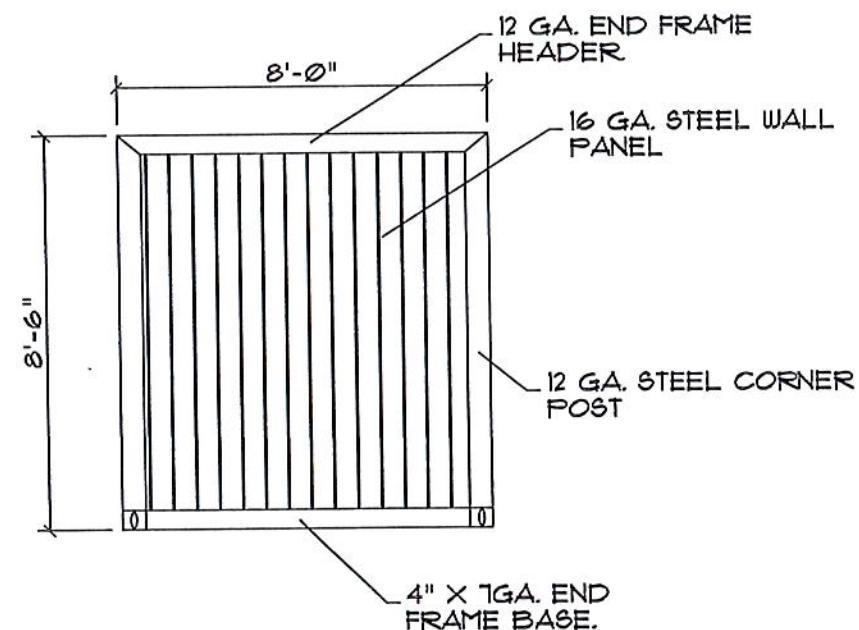
DATE: 10-04-2013
DRAWN: R.C.S.
JOB #: 8'X20'-OFFICE
SHEET NO.
A1



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



DOOR END ELEVATION
SCALE: 1/4" = 1'-0"



END ELEVATION
SCALE: 1/4" = 1'-0"

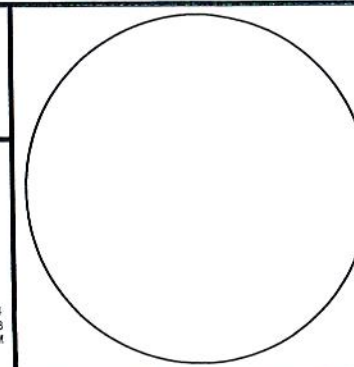
MOBILE-MODULAR
8' CONTAINER PLANS
ELEVATIONS



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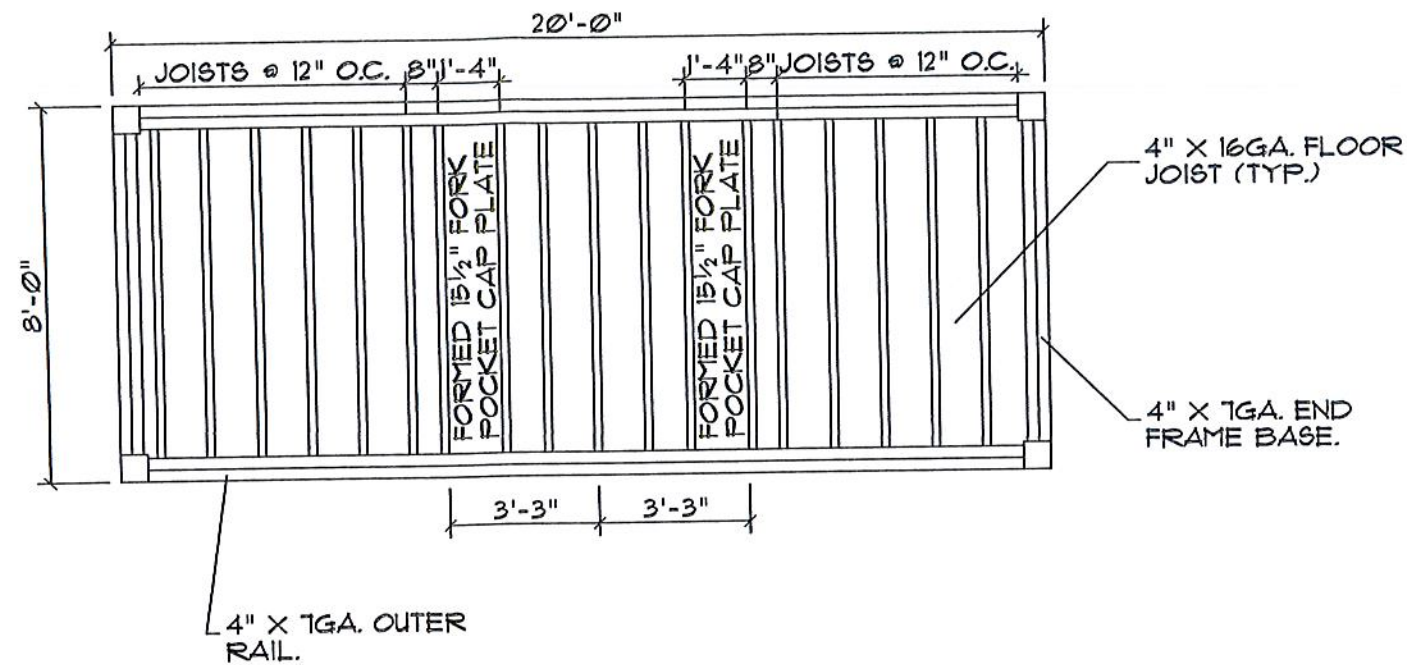
DATE: 10-04-2013

DRAWN: R.C.S.

JOB #: 8'X20'-OFFICE

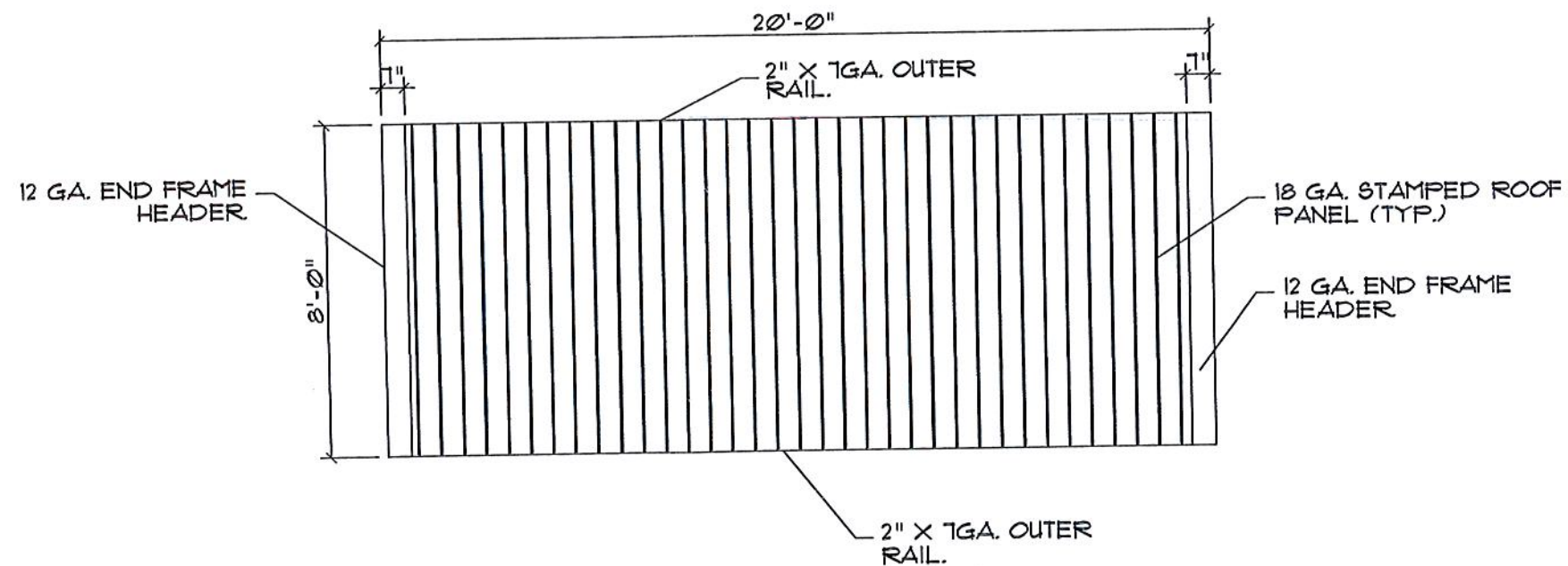
SHEET NO.

A2



BASE FRAMING PLAN

SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

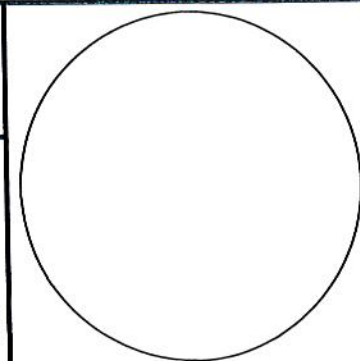
MOBILE-MODULAR
8' CONTAINER PLANS
FRAMING PLAN



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FLORIDA # AROO17033

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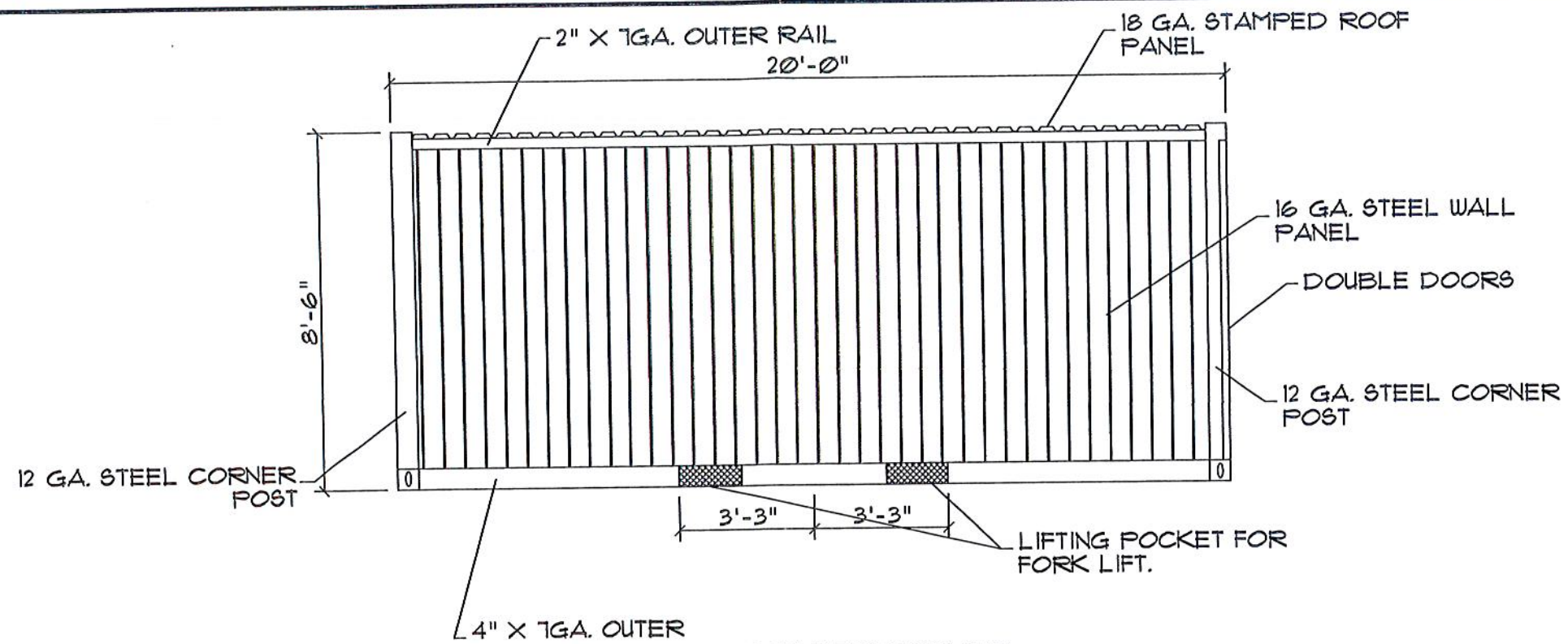
DATE: 10-04-2013

DRAWN: R.C.S.

JOB #: 8'X20'-OFFICE

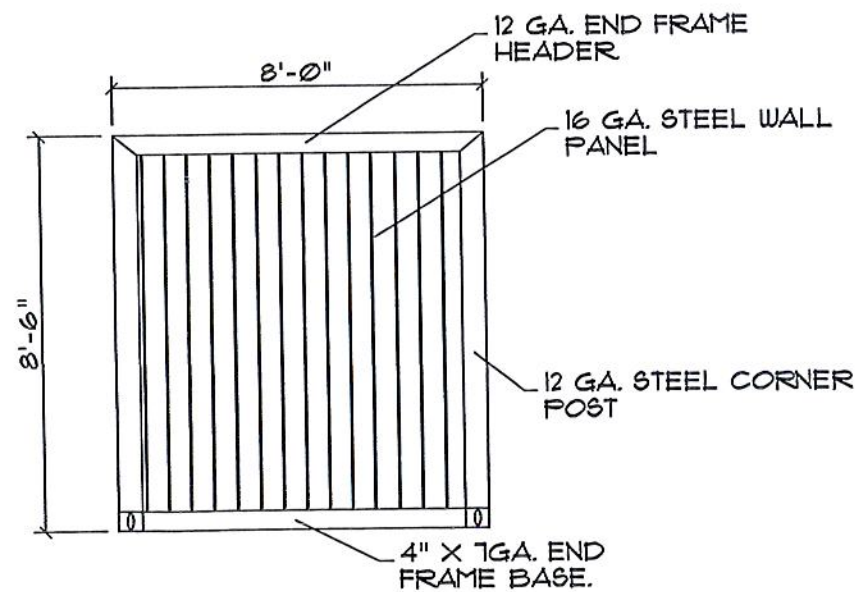
SHEET NO.

A3



CROSS SECTION "A"

SCALE: 1/4" = 1'-0"



CROSS SECTION "B"

SCALE: 1/4" = 1'-0"

MOBILE-MODULAR
8' CONTAINER PLANS
CROSS SECTION

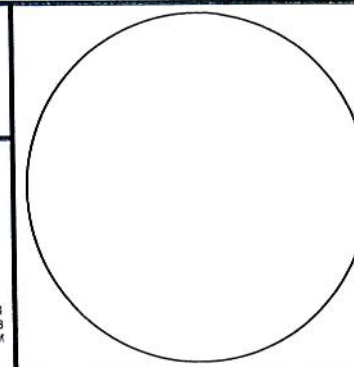


MODULAR PLANS DESIGN, CO.
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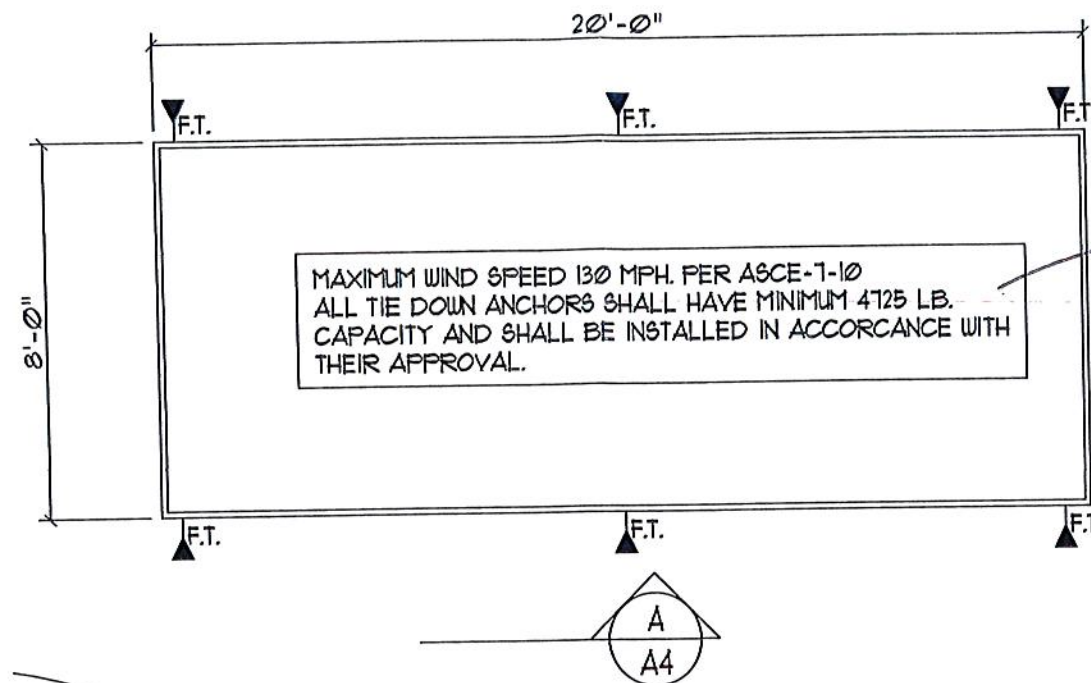
DATE: 10-04-2013

DRAWN: R.C.S.

JOB #: 8'X20'-OFFICE

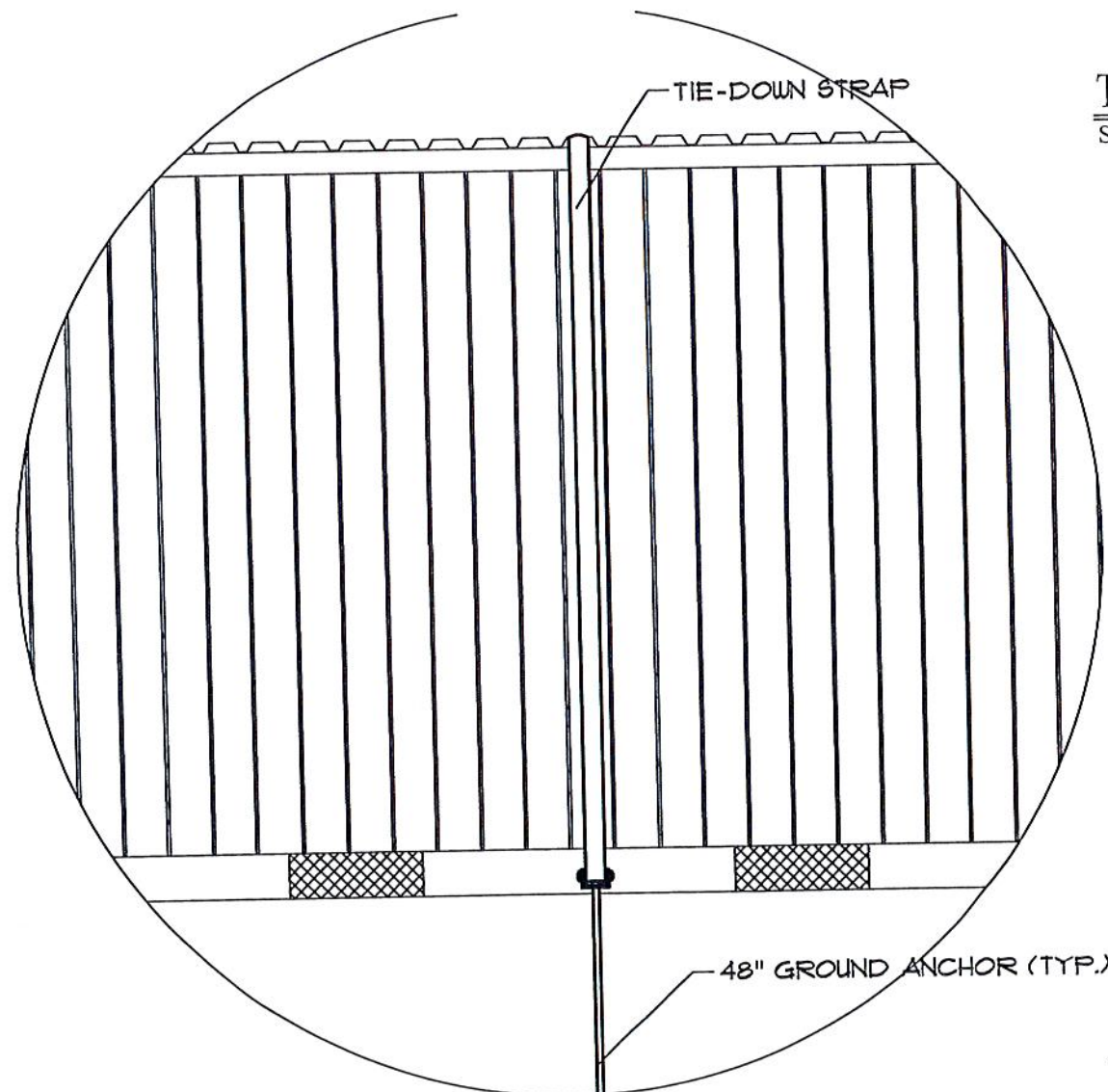
SHEET NO.

A4

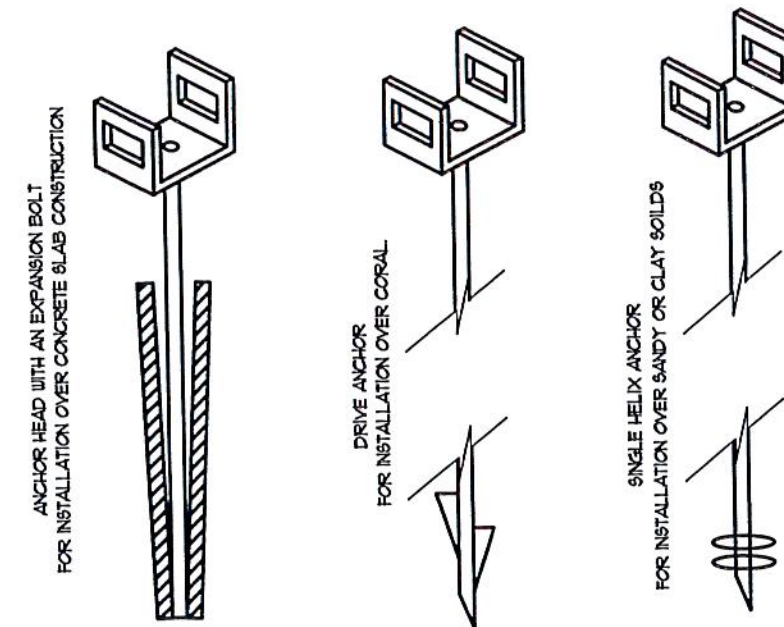


TIE-DOWN PLAN
SCALE: 1/4" = 1'-0"

INSTALL 4 ANCHORS PER SIDE (8 TOTAL)
TO MEET 146 MPH - HVHZ REQUIREMENTS
[Signature]
1/2/16



SECTION A
SCALE: 1/2" = 1'-0"



GROUND ANCHOR DETAIL
SCALE: 1/2" = 1'-0"

MOBILE MODULAR 8' CONTAINER PLANS TIE-DOWN PLAN		DATE:	10-04-2013
		DRAWN:	R.C.S.
 MODULAR PLANS DESIGN, CO. THOMAS L. MELTON, AIA, NCARB FLORIDA # ARO017033 1074 S. FLORIDA AVE., SUITE 201 LAKELAND, FLORIDA 33803-5001		JOB #:	8'X20'-OFFICE
		SHEET NO.	A5

PH: 863-688-1054
FAX: 863-688-7118
MODULARPLANS@TAMPABAY.FL.COM

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 7.

ITEM: Approval of an ordinance on **second** 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. The ordinance was revised and approved on first reading at the January Council meeting.

Enclosed find a copy of the proposed ordinance and staff report from Town Planner, Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Jordan Leonard, Mayor

ATTACHMENTS

1.	Staff Report	BHI Green Program Staff Report.pdf
2.	Proposed Ordinance	Sustainable Bldg Program (Clean Version) Revised Draft Ord Jan 5 2016.pdf
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 11th day of Janurary, 2016.

PASSED on Second Reading this 8th day of February, 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 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. Commit the Town to achieve green designations in a fiscally responsible manner;
 - c. Provide incentives for voluntary compliance;
 - d. Provide green building educational opportunities for the community; and
 - e. 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

- (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 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 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) 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.
- (g) 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) Applicants 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.
 - (2) 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 (20) percent of paid permit and plan review fees for FGBC "Silver," USGBC "Gold," or three (3) Green Globes certification;
 - c. A rebate of ten (10) percent of paid permit and plan review fees for FGBC "Bronze," USGBC "Silver," or two (2) Green Globes certification; and
 - (3) 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.
 - (4) Recognition. The Town shall coordinate a program of recognition, on the Town web site or through other additional means, identifying participating sustainable building projects.
 - (5) 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

Bold text is Subject Title



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

February 8, 2016

ITEM NUMBER: 8.

ITEM: Approval on an ordinance on **second** reading requested by Council Member Reid and Mayor Leonard 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 January 11th Regular Meeting, the Town Council passed the proposed ordinance prohibiting the placement of mechanical equipment on balconies on first reading.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

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

February 8, 2016

ITEM NUMBER: 9.

ITEM: Consideration and Approval on an ordinance on **first** reading requested by Council Member Salver amending Chapter 2 of the Town Code to prohibit contracting with a business which engages in boycott of a person, or entity based on race, color, religion, gender, sexual orientation, marital status or national origin. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

At the January 11th, Regular Meeting, staff was instructed to draft an ordinance for first reading that would prohibit the Town contracting with a business which engages in boycotting of a person, or entity based on race, color, religion, gender, sexual orientation, marital status or national origin.

Enclosed find a copy of the draft ordinance.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Isaac Salver, Council Member

ATTACHMENTS

1.	Proposed Ordinance	Contracting with Town-1-16 - Rev.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE BAY HARBOR CODE OF ORDINANCES BY CREATING SECTION 2-4, "CONTRACTING WITH THE TOWN", OF CHAPTER 2 "ADMINISTRATION" OF THE TOWN CODE, PROHIBITING THE TOWN AND PENSION FUND 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, SEXUAL ORIENTATION, MARITAL STATUS, OR NATIONAL ORIGIN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council strongly opposes the practice of economic discrimination and boycotts of persons and/or entities on the basis of race, color, religion, gender, sexual orientation, marital status, or national origin; and

WHEREAS, the Town Council desires to protect the interests of its citizens by ensuring that they, through the Town Council, will not be party to such discriminatory business practices and boycotts, and furthermore that Town Council and pension fund contract 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 TOWN COUNCIL OF BAY HARBOR ISLANDS, FLORIDA; AS FOLLOWS:

SECTION 1. RECITALS. That the above stated recitals are hereby adopted and confirmed.

SECTION 2. TOWN CODE AMENDED. That Section 2-4 "Contracting with the Town", of Chapter 2 "Administration", of the Bay Harbor Islands Code of Ordinances is hereby created and shall read as follows:

Sec. 2-4. Contracting with the Town.

(a) DEFINITIONS. As used in this section, 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, sexual orientation, marital status, or national origin of the targeted person or entity. The term Boycott does not include:

(1) A decision based upon business or economic reasons;

(2) A Boycott against a public entity or foreign state when the boycott is applied in a non-discriminatory manner;

(3) 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.

(b) NON-DISCRIMINATION.

(1) The Town and the pension fund 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.

(2) The Town may, in its sole discretion, elect to waive the requirements of this Article upon the affirmative vote of the Town Council where the Town Council deems the waiver necessary for the health, safety or welfare of the Town 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 Town Council, and it is hereby ordained that this Ordinance shall become and made part of the Town 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 Town 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 ____ day of _____, 2016.

PASSED AND ADOPTED 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 B. SHERMAN
TOWN ATTORNEY**

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of two (2) dwelling units from Bay Harbor Holdings, LLC (10201-10231 East Bay Harbor Drive to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans, and other supporting documents.

DESCRIPTION:

The applicant request approval of a private Transfer of Development (TDR) transaction of two (2) dwelling units from Bay Harbor Holdings, LLC.

Donor Site: 10201-10231 East Bay Harbor Drive (Sereno - Under Construction)

Receiving Site: 9161 & 9201 East Bay Harbor Drive (vacant land)

Number of units to be transferred: 2

Price per unit: \$50,000

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	Staff report - Sereno to Island House.pdf
2.	TDR Application	TDR App- 10201-10231 EBHD-2.pdf
3.	Island House - site plans	Island House - site plans 9161-9201ebhd.pdf
4.	Staff Report - Code	Code - Sereno Project-10201-31EBHD.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 Marante, 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: 1/22/2016

Re: Transfer of Development Rights (TDR)
Island House (aka Island Club Towers)
(Currently 86 Total DU)

CC:

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

TDR Request – 2 Private DU

Donor Site: 10201-10231 E. Bay Harbor Dr. / Lots 6 through 8 of Block 4 (Proposed Sereno East MFR)

Receiving Site: 9201 E. Bay Harbor Dr. / Lots 19-22 of Block 1 (Island House / aka Island Club Towers)

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 (Island House / aka Island Club Towers) was granted Site Development Plan approval by the Town's Planning and Zoning Board on July 16th, 2013 for 87 DU (later reduced to 86 DU). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 86 total dwelling units, this requires the acquisition of 51 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 St in October 2015) to acquire 19 TDR units to date. If this TDR application, as well as a concurrently application for 6 TDR units is approved, the applicant will still need to acquire 24 TDR units prior to construction.

The donor site, in this instance, is the proposed 8-story / 38 DU (previously 40) Sereno East multi-family residential complex that was re-approved (modifications) by the Planning and Zoning Board on January 20th, 2015. The Town issued building permits for the Sereno East site on 7/9/15 and construction has commenced. The donor site is located at 10201-10231 E. Bay Harbor Drive and the legal description is Lots 6 through 8 of Block 4.

January 22, 2016

The survey submitted indicates that Lots 6 and 7 of the donor site 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. A Quit-Claim Deed has been recorded in the public records returning ownership of the land back to the Town. Therefore, all three lots of the donor site (6 through 8) are full lots. The survey should be updated to reflect this.

The total combined donor site land area is 33,750 sq. ft. / .775 acres in size and is entitled to 26 DU (.775 acres at 34 DUA = 26.35 or 26 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). The donor site contracted with several nearby development sites to acquire 14 TDR units (Res. No. 2022, 2023, and 2025) on August 11th, 2014. With 38 DU proposed for the site, 26 DU allowed by right, and the donor site previously acquiring 14 TDR units, upon redevelopment as currently proposed, has the ability to convey two (2) TDR units requested.

***Notes on application package:**

- 1) The application paperwork must be revised to state that "donor" site will have 38 DU upon redevelopment (not 40).
- 2) The applicant should submit a revised survey showing that all "donor" lots are full lots.

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: 7/22/15	TDR UNIT COST: \$50,000.00
TDR UNITS REQUESTED: 2	PROJECT TOTAL UNITS: 86
APPROVAL DATE:	APPROVED BY:

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

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

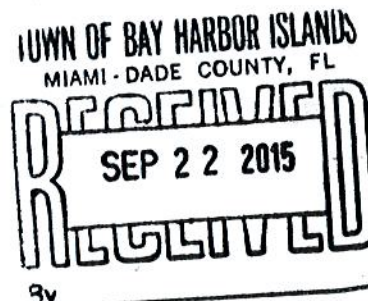
Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010	Current Zoning RM-1	
Property size 1 acre (1.03)	Purchase date 11/1/2001	
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously Four 2-story buildings)		
Dwelling units to be received 2		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

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 Bay Harbor Holdings, LLC		
Phone (786) 220-0460	e-mail Rmelendi@13fi.com	Fax ()
Address 848 Brickell Avenue, PH1		
City and State Miami, FL		Zip Code 33131
Property Address/Location 10201-10231 East Bay Harbor Drive		
Legal Description: LOT(S) 6,7,8 BLOCK 4		
Folio Number 13-2227-001-0840 & 0850	Current Zoning RM-1	Year built
Property size 0.775 Acres	Purchase date 12-27-2012	
Existing use of the property Multifamily residential building under construction		
Describe Existing Structure on Property 8-story multifamily residential building with total		
of 40 living units under construction.		
Dwelling units to be transferred to TDR Bank 2		
Units permitted 40 <i>only 38 units are being built</i>		

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 Blanco Surveyors, Inc.(Receiver)		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810

Name of Surveyor Royal Point Land Surveyors, Inc. (Donor)		
Address 6175 NW 153rd Street, Suite 321, Miami Lakes, FL 33014		
Phone (305) 822-6020	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

[Signature]

Signature of Owner (Applicant)

9/16/2015

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of September, 2015,
by Irish Laube on behalf of
Island Club Towers, 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:



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

[Signature]

Notary Public, State of Florida

Print Name: Joanna Alonso

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ on behalf of _____,
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

[Signature]

Signature of Owner (Applicant)

9/22/15

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22nd day of September, 2015,
by Victor Ballester on behalf of _____,
Bay Harbor Holdings, 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:

Michelle I. Bowen

Notary Public, State of Florida

Print Name: Michelle I. Bowen



Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: ISLAND CLUB TOWERS LLC

Date: 12/28/2015 Time: 1:12 PM

Receipt Number: MAIN / 92724

Clerk: SCHERRIE

9551 EAST BAY HARBOR DRIVE

ITEM	REFERENCE	AMOUNT
MISC	TDR APPLICATION FEE	1,000.00
Total:		1,000.00
Check	1698	1,000.00
Change:		0.00

1698

ISLAND CLUB TOWERS LLC

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

HSBC BANK, USA
63-939-670

10/16/2015

DATE

1698 \$*****1,000.00

CHECK NO. AMOUNT

PAY: *****One thousand dollars and no cents

TO THE
ORDER
OF

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



AUTHORIZED SIGNATURE

⑈001698⑈ ⑆067009390⑆362035725⑈

Details on back.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND-DELIVERY

September 22, 2015

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

Re: Private TDR Application for Island House Development Located at 9161 &
9201 East Bay Harbor Drive, Bay Harbor Islands -
Donor: Bay Harbor Holdings, LLC at 10201 - 10231 East Bay Harbor Drive

Dear Mr. Wasson:

This law firm represents Island Club Towers, LLC ("Owner"), the owner of the properties located at 9161 & 9201 East Bay Harbor Drive in the Town of Bay Harbor Islands (collectively the "Property"). The Property is a waterfront property located on the east side of East Bay Harbor Drive between 91st and 92nd Streets and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of private Transfer of Development Rights (TDRs) for the approved development on the Property.

The Project. On July 16, 2013, the Planning and Zoning Board (PZB) approved the Owner's site plan for a multifamily residential project, entitled "Island House" (the "Project"). See Exhibit A - PZB Resolution No. 1170-A. The Project approval expires on October 4, 2016. See Exhibit B.

The Owner has retained two renowned architects, Luis Revuelta of Revuelta Architecture International and Town resident and former PZB member Markus Frankel of Frankel/Benayoun Architects, to collaborate on the design of a beautiful, signature building that will contribute to the neighborhood and the Town. The Island House Project is an 8-story building with 86 units over one level of a partial subterranean parking garage with mechanical lifts, as well as

standard parking spaces. The Project will provide the required number of parking spaces. The height of the building is 75 feet (above BFE) consistent with the RM-1 District regulations. The proposed building will have an expansive breezeway through the middle and the portions of the building in line with the breezeway at ground level and floors 7 and 8 are extensively fenestrated to create the appearance of two separate buildings and appropriately reduce the massing of building. Further, all elevations have been designed to be in harmony with the developments in the surrounding area. As required by the PZB, the Owner will make the necessary modifications to the Project as specified in the conditions of approval in the PZB Resolution, to be reviewed and approved by Town Staff.

TDRs. The proposed density of the Project is greater than the allowable maximum density for the RM-1 District, which at just over 1 acre allows for 35 units. As a result, the Project requires 51 TDRs. The Owner previously obtained approval of 10 private TDRs. See Composite Exhibit C. The Owner continues to seek private TDRs and already submitted applications for 9 more private TDRs for the Project: 5 private TDRs from 9201 WBH, LLC, located at 9201 West Bay Harbor Drive (to be heard on September 16, 2015), and 4 private TDRs from Habitat 1175 Condominium Association, located at 1175 101 Street (to be heard in October 2015). See Exhibit D.

The subject application is for 2 private TDRs from Bay Harbor Holdings, LLC, for the property located at 10201-10231 East Bay Harbor Drive ("Donor Site"). The owner of the Donor Site originally received site plan approval for a 40-unit multifamily residential development called "Serenio" on April 2, 2014 and approval of modifications that reduced the unit count by 2 to 38 units on January 20, 2015. See Exhibit E - PZB Resolution Nos. 2000 and 2043. The reduction in units made 2 private TDRs available. The owner of the Donor Site already obtained a building permit for Serenio and has begun construction.

The approved Project satisfies the criteria for approval of TDRs. The design fully complies with the minimum standards set forth in the Town's land development regulations and no variances were requested. The design, height and massing, are compatible with the surrounding area and other project approvals, and the project's density is also compatible with the Medium-High Density residential land use through the TDR program.

Summary. Island House is a well-designed development that is compatible with the surrounding neighborhood in height, scale, massing and appearance. We look forward to your favorable recommendation and the Town

Ronald J. Wasson, Town Manager
September 22, 2015
Page 3

Council's approval of this application. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Matthew Amster", with a long horizontal flourish extending to the right.

Matthew Amster

Attachments

cc: Alex Tauber (email only)
Marlene Siegel, Town Clerk
Frank Simone, Town Attorney (email only)
Michael Miller, AICP, Town Planner (email only)
Jeffrey Bercow, Esq. (email only)

20401PG1507

02R306160 2002 MAY 27 08:11

Prepared by and return to:
 Kerry E. Rosenthal, Esq.
 Attorney at Law
 ROSENTHAL ROSENTHAL RASCO
 2875 N.E. 191 Street Suite 500
 Aventura, FL 33180

10:57:00 1-20-00 SUTA 0.00
 10:57:00 1-20-00 CLERK DADA COUNTY, FL

File Number: 2159-026
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Randy Cobbs Diott, joined by her spouse, Alvin L. Diott, whose post office address is 9161 East Bay Harbor Drive, Unit 1B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condoni Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 1B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0090

Subject to taxes for 2001 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTimes

20401-1507

15
10

20401PG1508

Signed, sealed and delivered in our presence:

Stacy Oskolski
Witness Name: Stacy Oskolski
Bernard
Witness Name: Bernard

Randy Cobbs Diott (Seal)
Alvin I. Diott (Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of May, 2002 by Randy Cobbs Diott and Alvin I. Diott, who ☐ are personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Stacy S. Oskolski
Commission # DD 023256
Expires April 8, 2005
Bonded Through
Atlantic Reading Co., Inc.

Stacy Oskolski
Notary Public

Printed Name: Stacy Oskolski

My Commission Expires: _____

WEISS.

20401PG1509

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC. or other transfer of ownership, of condominium unit No. 1B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 1B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Randy Cobbs Dlott

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD KEPT BY
HARVEY RUVIN
CLERK CIRCUIT COURT

NY 13C 50C

2040 IPG 1809

02R306215 2002 MAY 17 08:25

Steve E. Gort, Esq.
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

Parcel ID Number: **13-2227-064-0130**

Grades #1-12:

Circuit #2 TNS:

Warranty Deed

This Indenture, Made this 8th day of May - 2002 A.D. Between
DEBORAH ROZNIIEWSKI, a single woman

of the County of **MIAMI-DADE** State of **Florida** Grantor. And
ISLAND CLUB TOWERS, LLC, a Florida limited liability company

where address is: 9700 COLLINS AVENUE, SUITE 303
BAY HARBOR ISLANDS, FL 33154

of the County of **MIAMI-DADE** State of **Florida** - grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of MIAMI-DADE State of Florida to wit:
Condominium Unit 5B of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, at page 262, of the Public Records of Miami-Dade County, Florida

Subject to Declaration of Condominium of Bay Isle, a Condominium, restrictions, reservations and easements of record, if any, which are not reimposed hereby and taxes subsequent to December 31, 2001.

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

In Witness Whereof, the grantor has hereunto set his hand and seal of say and year first above written.

Signed, sealed and delivered in our presence:

Margen Cooper
Printed Name: MARGEN COOPER
Witness

Printed Name: Sandra Kania
Witness

STATE OF Florida
COUNTY OF MIAMI-DADE

ACCOUNT OF MIAMI-DADE
The foregoing instrument was acknowledged before me this 12 day of May, 2002 by
DEBORAH ROZNIEWSKI, a single individual.

the previously known as the has produced for **Copyright © 1988** license a trademark



Wet Ink Kigler (Seal)

DEBORAH ROZNIEMSKI
P.O. Address: 7161 East Bay Harbor Drive, Unit 58
Bay Harbor Islands, FL 33154

P.O. Address: 9101 East Bay Harbor Drive, Unit 501
Bay Harbor Island, FL 33154

1. Licensee's license as identification.
 2. Chas. Cooper
 Printed Name:
 No. 5 Public
 Signature Expires:

000000

Lowy General Inc. Distributors, Inc. Dept. (W-5) Tel. 3439 Form FL-573

20401-1809

5B

WT.MC.M.

20401PG1810

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 5B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 5B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

SEBORAH ROZNIIEWSKI

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Aron
PRESIDENT

RECORDED - OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUBIN
CLERK CIRCUIT COURT

Return to:
Rosenthal Rosenthal Rasco/SSO
2875 N.E. 191st Street, Suite 500
Aventura, Florida 33180

ST.M.C.M.

20401PG4824

THIS INSTRUMENT WAS PREPARED BY
AND RETURN TO:
Richard W. Schermer, Esq.
Buchanan Ingersoll P.C.
19495 Biscayne Boulevard, Suite 606
Aventura, Florida 33180

02R306898 2002 MAY 17 11:00

00CSTPOEE 1,440.00 SURTY 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

STATUTORY WARRANTY DEED

THIS INDENTURE, made this 7th day of May, 2002, between ALLAINE STEIN STRICKLEN, a single woman, whose post office address is 9161 E. Bay Harbor Drive, #8B, Bay Harbor Island, Florida 33154, Grantor*, and ISLAND CLUB TOWERS, LLC, a Florida limited liability company, whose post office address is 9161 E. Bay Harbor Drive, #4B, Bay Harbor Island, Florida 33154, Grantee*.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, the following described lands, situate, lying and being in Miami-Dade County, Florida, to-wit:

Condominium Unit 68, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

FOLIO NO.: 13-2227-064-0140

SUBJECT TO:

1. Taxes and assessments for the year 2002, and such taxes and assessments not yet due and payable;
2. Zoning and/or restrictions and prohibitions imposed by governmental authorities; and
3. Covenants, conditions, easements, restrictions, limitations, reservations and other matters of record, without intending to reimpose same.

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

*"Grantor" and "Grantee" are used for singular and plural, as the context requires.

Page One of Two Pages

204014824

5
6B

20401PG4825

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day and year first above written.

Signed, sealed and delivered
in our presence.

WITNESSES:

[Signature]
(Name please print)

[Signature]
Angela T. Rotella
(Name please print)

[Signature]
ALLAINE STEIN STRICKLEN

STATE OF FLORIDA :
: ss.
COUNTY OF MIAMI-DADE :

THE FOREGOING INSTRUMENT was acknowledged before me this 25th day of May, 2002, by ALLAINE STEIN STRICKLEN, a single woman, who is personally known to me () or has produced _____ as identification.

[Signature]
NOTARY PUBLIC
Name of Notary (please print)

Commission No.:

My Commission Expires:



FFILE

20401PG4826

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 6B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 6B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Allaine Stein Strickler

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICE OF CLERK OF CIRCUIT COURT
OF DADE COUNTY, FLORIDA
RECORD NUMBER
HARVEY RUVIN
CLERK CIRCUIT COURT

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 31 day of August, 2015 (the "Effective Date") by and between ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and Bay Harbor Holdings, LLC., a Delaware limited liability company (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Seller is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Seller Property"). The Seller Property has two (2) transferable development rights (collectively, the "TDRs") that may, subject to the approval of the Town of Bay Harbor Islands (the "Town"), be assigned, transferred and allocated to another property within the Town of Bay Harbor Islands in order to increase the development density of such other property. For purposes of this Agreement, the "TDRs" shall only refer to the two (2) transferable development rights which Purchase seeks to purchase from Seller and shall not include any other transferable development rights which are attached to the Seller Property.

B. Purchaser is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"). Purchaser seeks to purchase from Seller the TDRs of the Seller Property for use in connection with the development and construction of the Property.

C. Seller has agreed to sell the TDRs to Purchaser, and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each Party to the other, 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 Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$100,000.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.

(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in an amount \$10,000.00 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, then at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller, and (ii) Purchaser 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: (i) 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; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined); provided however, that Seller shall not be responsible for any application fees, charges, or any other costs imposed by the Town in connection with the transfer of the TDRs.

(b) Purchaser shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Purchaser in connection with the transaction contemplated by this Agreement; (ii) the cost to record the Deed; (iii) and all application fees, charges, or any other costs imposed by the Town in connection with the transfer of the TDRs.

5. Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser (collectively, the "Deliveries") copies of its articles of organization, and operating agreement, (together with all amendments, modifications and supplements thereto. Within five (5) days prior to the Closing, as defined herein, Seller shall deliver to Purchaser copies of the approvals, consents and authorizations required by its governing documents in order to consummate the transaction contemplated herein.

6. Inspection Period. Purchaser shall have until 5:00 PM Eastern Standard Time of the date that is thirty (30) days after the Effective Date (the "Inspection Period") to perform whatever due diligence Purchaser elects to perform with respect to the TDRs and Seller's ability to convey the same to Purchaser. If Purchaser is not, in its sole and absolute discretion, satisfied with its due diligence of the TDRs for any reason whatsoever, then Purchaser shall have the right to terminate this Agreement by delivering a written notice of termination to Seller prior to the expiration of the Inspection Period. If Purchaser timely delivers a written notice of termination to Seller, then this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. If, however, Purchaser does not timely deliver such termination notice to Seller, then Purchaser shall have waived its right to terminate this Agreement under this Section.

7. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller is the owner of good and marketable fee simple title to the TDRs and at Closing Seller shall convey to Purchaser 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. Other than the consent of the Lender, as defined herein, Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery,

this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance of 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 formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Seller is a party or by which Seller, the Seller Property or the TDRs are subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, the Seller Property 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, the Seller Property or the TDRs.

(d) The Deliveries, as delivered to Purchaser, are true, correct and complete copies of each such Delivery.

(e) No other person or entity has any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller, and from and after the Effective Date Seller shall not grant or enter into any agreement with any person or entity for any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller.

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.

8. Representations, Warranties, Covenants and Agreements of Purchaser. Purchaser hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Purchaser 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. Purchaser has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Purchaser 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 Purchaser is duly authorized to execute and bind Purchaser 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 Purchaser.

(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 Purchaser of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser; 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 Purchaser.



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 and shall survive Closing.

9. TDR Approval.

(a) Purchaser shall have the right, at all times while this Agreement remains in effect, to apply for, submit to and/or process with the Town, all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary to obtain the Town's approval of: (i) this Agreement and the transaction contemplated herein; and (ii) the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property. The approvals referred to in (i) and (ii) are referred to herein collectively as the "TDR Approval". Seller shall, at no cost to the Seller, cooperate with and assist Purchaser in its efforts to apply for, process and obtain the Approval Submittals and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten (10) days following such request), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, instruments necessary for Purchaser to apply for, submit, process and obtain any Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of any Execution/Delivery Default, Purchaser shall have the right (in addition to and not in lieu of any other right or remedy provided to Purchaser in this Agreement as a result of a Seller default) at its election to extend the Inspection Period and Closing Date for a period of time equal to the delay incurred by Purchaser in submitting, processing and/or obtaining any Approval Submittal and/or TDR Approval as a result of the Execution/Delivery Default. In the event Purchaser has not obtained the TDR Approval within six (6) months from the Effective Date, Seller shall have the right to terminate this Agreement by providing written notice to Purchaser in which case the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly), unless otherwise requested to do so by Purchaser in writing; and (ii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

(b) Notwithstanding anything in this Agreement to the contrary, Seller hereby discloses to Purchaser that the Seller Property is encumbered by a mortgage in favor of City National Bank of Florida (the "Lender"). Seller has obtained the Lender's consent for a release of the lien encumbering the TDRs and, at Closing, shall deliver a written release of lien in recordable form.

10. Closing Conditions.

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 above shall be true and correct in all material respects; and (iii) the Town adopts a resolution issuing the TDR Approval (i.e., approval of this Agreement and the transaction contemplated herein, and approval of



the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed is referred to herein as the "TDR Approval Date").

(b) If there is a failure of a Condition Precedent at any time prior to the Closing Date, then Purchaser shall have the right (in addition to, and not in lieu of any other right or remedy Purchaser may have as the result of such failure), in its sole and absolute discretion, to: (i) terminate this Agreement by delivering a written notice of termination to Seller on the Closing Date, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time to allow Seller an opportunity to cure such failure. Should Purchaser elect to extend the Closing Date under (ii) above, Purchaser shall retain the right to elect (i) above anytime thereafter until the Condition Precedent at issue is satisfied.

11. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver copies of the approvals, consents and authorizations required by its governing documents authorizing the transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, from the governing body of Seller authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (d) Purchaser shall deliver a resolution to Seller authorizing the transaction contemplated herein and the consummation thereof by Purchaser; and (e) each Party shall execute and deliver to the other Party a closing statement in usual and customary form. All of the closing documents referenced in this Section shall be in form and substance reasonably acceptable to Purchaser.

12. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is thirty (30) days after the TDR Approval Date (the "Closing Date"), but in no event later than one hundred and eighty (180) days after the Effective Date (the "Outside Closing Date").

13. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement after the expiration of the Inspection Period, and provided Seller is not in default of any term, covenant, condition, representation or warranty of this Agreement, 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 Purchaser, whereupon this Agreement shall terminate, the Escrow Agent shall deliver the Deposit to Seller 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 Purchaser, 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 Purchaser'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, Purchaser shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Purchaser, and (ii) Purchaser shall



have failed to cure the default within a period of ten (10) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Purchaser to close on the sale of the TDRs on the Closing Date.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, and provided Purchaser is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Purchaser shall have (in addition to and not in lieu of any other right or remedy provided in this Agreement as a result of a default by Seller) the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; (ii) to waive the default and close on and take title to the TDRs subject to such default without any reduction in the Purchase Price or extension of the Closing Date; and/or (iii) 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 (xi) Purchaser shall have first provided written notice of the default to Seller, and (xii) Seller shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Seller to close on the sale of the TDRs on the Closing Date, or any failure of Seller to execute and/or deliver to Purchaser any item necessary for Purchaser to apply for submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by Section 9 above.

14. **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 or 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. Any notice given to any Party's attorney shall be deemed to be given to that Party.

Notices to Purchaser shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154, Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com; together with a copy to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com.

Notices to Seller shall be sent to 848 Brickell Ave, PH1. Miami, FL 33131, Attn: Alex Peters Phone No. (786) 472-1301, email address apeters@13fi.com; together with a copy to Weiss Serota Helfman, et al, Attn: Eduardo M. Soto, Esq., 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, Florida 33134, email address esoto@wsh-law.com.

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.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.



15. 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.

16. 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 Purchaser in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

17. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given its nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.



(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM. Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Purchaser shall have the right to assign this Agreement to any entity that is owned or controlled by Purchaser provided such assignment is made pursuant to a written assignment and assumption agreement wherein Purchaser assigns all of its right, title and interest in and to this Agreement (including the Deposit) to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee was the original party to this Agreement. This Section shall survive Closing.

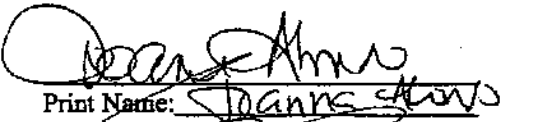
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

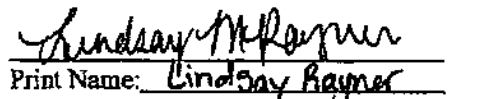
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic 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.

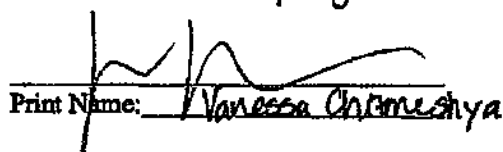


IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:


Print Name: Alexander Tauber


Print Name: Lindsay Rayner


Print Name: Vanessa Chromeshya

PURCHASER:

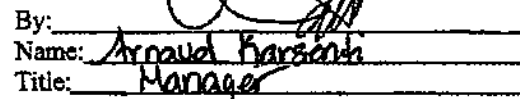
ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: Aug 31, 15

SELLER:

Bay Harbor Holdings, LLC., a Delaware limited
liability company

By: 
Name: Arnaud Barsanti
Title: Manager

Date: 8/25/15



EXHIBIT "A"

The Legal Description of the Seller Property

**Lots 6, 7, and 8, Block 4, BAY HARBOR ISLAND, County of Miami-Dade, Florida,
according to the Plat thereof recorded in Plat Book 46, Page 5 of the Public Records of
Miami-Dade County, Florida.**

With an address of 10201-10231 East Bay Harbor Drive, Bay Harbor Islands, Florida



EXHIBIT "B"

The Legal Description of the Property

Parcel 1:

Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Condominium Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Exhibit "B"

3690408 v1



This instrument prepared by
And return to:

Matthew Amster, Esq.
Bercow Radell & Fernandez, P.A.
200 S. Biscayne Blvd., Suite 850
Miami, FL 33131

Property Tax ID #: 13-2227-001-0840

QUIT-CLAIM DEED

⁴ THIS QUIT-CLAIM DEED, executed this 29th day of January, 2013 by TOWN OF BAY HARBOR ISLANDS, a municipal corporation, as Grantor, and BAY HARBOR HOLDINGS, LLC, a Delaware Limited Liability Company, whose post office address is 411 West Putnam Avenue, Greenwich, Connecticut 06830, as Grantee.

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim Grantee, its heirs, successors, and assigns forever, all of the right, title, interest, claim and demand which Grantor has in and to the following described piece of parcel of land, lot, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

West Eleven Feet of Lots 6 and 7, Block 4, BAY HARBOR ISLAND, County of Miami-Dade, Florida, according to the Plat thereof recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida (the "Property").

Grantor herein reserves unto itself a non-exclusive easement on Property for the purpose of sidewalk and vehicular parking, and whenever such use is permanently discontinued by operation of law, this non-exclusive easement shall terminate.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, all the estate, right, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behalf of Grantee forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Marlene Marante
Marlene Marante

Print Name

Scherrie Griffin

Scherrie Griffin

Print Name

TOWN OF BAY HARBOR ISLANDS

By:

Ronald J. Wasson
Print Name: Ronald J. Wasson

Title: Town Manager

Address: 9665 Bay Harbor Terrace

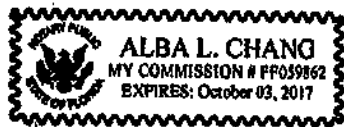
Bay Harbor Islands, FL 33154

State of FLORIDA)
:SS
County of MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an office duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Ronald J. Wasson, as Town Manager of Town of Bay Harbor Islands, on behalf of the municipal corporation, [☒] who is personally known to me or [☐] who produced _____ as identification and who swore and acknowledged before me that he executed the same.

Alba L. Chang
NOTARY PUBLIC, State of Florida

My Commission Expires: Oct. 3, 2017





CFN 2014R0132464
DR Bk 29039 Pgs 2221 - 2222 (2pgs)
RECORDED 02/21/2014 09:20:42
DEED DDC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

Matthew Amster, Esq.
Bercow Radell and Fernandez, PA
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131

EASEMENT

THIS EASEMENT, made and executed this 20th day of December, 2013, by Bay Harbor Holdings, LLC, a Delaware limited liability company (hereinafter referred to as the "Grantor") whose mailing address is 411 West Putnam Avenue, Greenwich, CT 06830, to Town of Bay Harbor Islands, a municipal corporation in Miami-Dade County, Florida, (hereinafter referred to as the "Grantee") whose mailing address is 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154.

The following recitals of fact are a material part of this instrument:

WHEREAS The Grantor is the owner of a tract of land described as follows:

Lots 6 and 7, Block 4, 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 (the "Property"), and

WHEREAS Grantor has agreed to grant Grantee a non-exclusive easement over, under and across that part of the above-described property as follows and hereafter referred to as "the Easement Property":

The Westerly 11 feet of Lots 6 and 7, Block 4, 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.

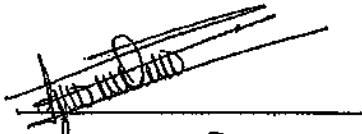
NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the Grantor, by this document, hereby grants to the Grantee a non-exclusive easement on the Easement Property for the purpose of constructing, altering and maintaining a sidewalk and vehicular parking area across the Easement Property, together with the free right of ingress and egress over the Easement Property insofar as such right of ingress and egress is necessary to the use or any other right granted herein. This non-exclusive easement shall terminate whenever such use is permanently discontinued.

Grantor warrants that it has good and indefeasible fee simple title to the Easement Property.

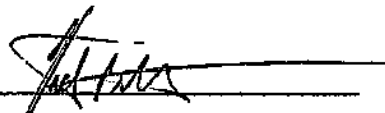
IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

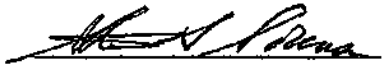
Bay Harbor Holdings, LLC a Delaware
limited liability company



Collando Oquela
Print Name of Witness

By: 

Victor Ballestas, Manager
150 SE 2nd Avenue, Suite 800
Miami, FL 33131



Steven S. Sorenson
Print Name of Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

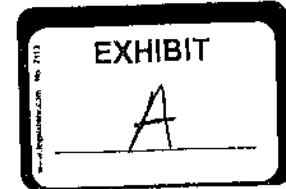
The foregoing instrument was acknowledged before me this ____ day of _____, 2013,
by Victor Ballestas, as Manager of Bay Harbor Holdings, LLC, a Delaware limited liability company, on
behalf of the company, who ____ is personally known to me or ☒ produced
DL# B423-873-76-338-0 as identification.



Notary Public, State of Florida
CRISTINA D. GONZALEZ
Print Name

RESOLUTION NO. 1170-A

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



WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 37-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

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

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B1)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
 - B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
 - C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
 - D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
 - E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
 - F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
 - G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:
 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-Page 1 of 2

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
 4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
 5. Applicant shall move the back flow preventer to the side of the building.
 6. Applicant shall add fenestration to the units facing the breezeway.
- H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

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

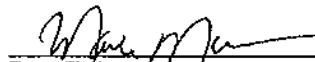
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

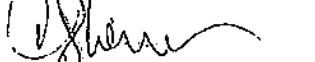
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

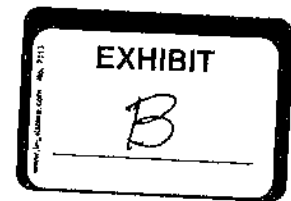
By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



September 19, 2014

Town Council

Robert H. Yaris
Mayor

J. Don W. Leonard
Vice-Mayor

Stephen A. Brudat
Council Member

Joshua D. Felt
Council Member

Kelly Reid
Council Member

Se'ange M. Rouselet
Council Member

Isaac Soler
Council Member

Town Officials

Ronald J. Masser
Town Manager

Theresa L. Lantieri
Town Clerk

Craig B. Sherman
Town Attorney

Matthew Amster, ESQ.
Bercow Radell & Fernandez, P.A.
200 South Biscayne Boulevard, Suite 850
Miami, FL 33131

RE: ISLAND HOUSE PROJECT
9161 & 9201 E. BAY HARBOR DRIVE
LOTS 19-22 OF BLOCK 1

Dear Mr. Amster:

We are in receipt of your email dated September 4, 2014, requesting a zoning approval letter for the above mentioned project. The deadline to submit full construction drawings for the project is October 4, 2016. This extension has been approved recently by the State Legislature enactment of another 2-year extension for local government-issued development orders and building permits.

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

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

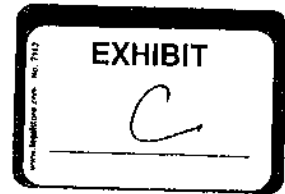
If you have any further question, please do not hesitate to contact me at 305-993-1786.

Sincerely,

Ayahdys Martinez
Ayahdys Martinez, CEP
Building and Zoning Supervisor

AM/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



RESOLUTION NO. 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM TRIO COMMONS COMMUNITY ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 9970, 9976, AND 9980 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Islands House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Trio Commons Community Association, Inc. ("Donor") for its property located at 9970, 9976, and 9980 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town conducted a public meeting in accordance with law on August 11, 2014 and approved the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of eight (8) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 11th day of August, 2014.

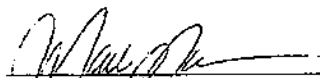
TOWN OF BAY HARBOR ISLANDS

BY: _____



MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 2029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 9300 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Island House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from 9300 West Bay Harbor Drive Condominium, Inc. ("Donor") for its property located at 9300 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on September 8, 2014 and approved the transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

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

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of two (2) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of September, 2014.

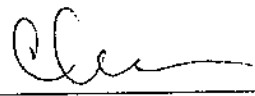
TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


TOWN ATTORNEY

9201

EXHIBIT

D



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

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____

TDR UNITS REQUESTED: _____ PROJECT TOTAL UNITS: _____

APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19,20,21&22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010	Current Zoning RM-1	
Property size 1 acre (1.03)	Purchase date 11/1/2001	
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously four 2-story buildings)		
Dwelling units to be received 5		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

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 9201 WBH, LLC, Attn: Daniel Avakian		
Phone (305) 692-2232	e-mail daniel@brickco.net	Fax ()
Address 2645 NE 207th Street		
City and State Aventura, Florida		Zip Code 33180
Property Address/Location 9201 W. Bay Harbor Drive		
Legal Description: LOT(S) 7 BLOCK 17		
Folio Number 13-2227-001-3180	Current Zoning	Year built 1947
Property size 16,274 Sq. Ft	Purchase date	
Existing use of the property Vacant (previously 11 residential units)		
Describe Existing Structure on Property Vacant (previously 6 residential buildings)		
PZ&B Approval for 8 unit project		
Dwelling units to be transferred to TDR Bank 5 to Receiver Site		
Units permitted 13		

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 Blanco Surveyors, Inc.		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810

Name of Surveyor Martinez & Martinez Enterprises, Inc.		
Address 7179 West 13th Avenue, Hialeah, FL 33014		
Phone (786) 277-4851	e-mail plspsm@yahoo.com	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 Licus 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 of Owner (Applicant)

August 21, 2015
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21 day of August, 2015,
by Theresa Lawler on behalf of
Poland Club Taxes, LLC, a Florida (corporation) (partnership) (Other:
limited liability corp.) He/She is personally known to me or has produced
personally known (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name:



JOANNA ALONSO
MY COMMISSION # FF-117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Joanna Alonso

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced
_____ (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of _____,
a Florida (corporation) (partnership) (Other: _____)
He/She is personally known to me or has produced _____
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

X. [Signature]

Signature of Owner (Applicant)

08/24/2015

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

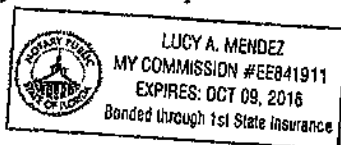
The foregoing instrument was acknowledged before me this 24th day of August, 2015,
by Bernardo Borgia Miguez on behalf of _____,
9201 WBH, LLC, a Florida (corporation) (partnership) (Other: _____)
He/She is personally known to me or has produced _____
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Lucy Mendez

Notary Public, State of Florida

Print Name: LUCY A. MENDEZ



Habitat 1175



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

(For official use only)	
DATE RECEIVED: _____	TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____	PROJECT TOTAL UNITS _____
APPROVAL DATE: _____	APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

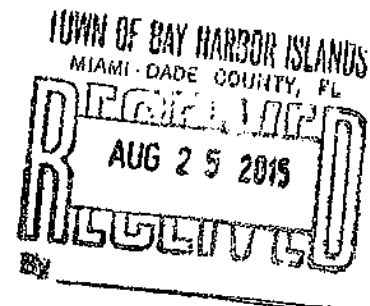
Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010	Current Zoning RM-1	
Property size 1 acre (1.03)	Purchase date 11/1/2001	
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously Four 2-story buildings)		
Dwelling units to be received 4		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

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 Habitat 1175 Condominium, Inc.		
Phone (305) 749-2341	e-mail mmilberg@mac.com	Fax ()
Address 1175 101st Street, Apt 4		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 1175 101st Street		
Legal Description: LOT(S) 12 BLOCK 6		
Folio Number 3-2227-056-0001 *	Current Zoning RM-2	Year built 1978
Property size 11,250 square foot	Purchase date	
Existing use of the property Residential Condominium with 5 units		
Describe Existing Structure on Property 2-story residential building		
Dwelling units to be transferred to TDR Bank 4 to Receiver Site		
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 \$		

*Reference Folio No. for Condominium: Individual units owned under Folio Nos.:

13-2227-056-0010

13-2227-056-0030

13-2227-056-0050

13-2227-056-0020

13-2227-056-0040

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 Blanco Surveyors, Inc.		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810

Name of Surveyor J.H. Manucy, Inc.		
Address 4694 Palm Avenue, Suite 203, Hialeah, FL 33012		
Phone (305) 821-1281	e-mail	Fax (305) 825-1705

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 of Owner (Applicant)

Signature of Owner (Co-Applicant)

August 21, 2015

Date

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21 day of August, 2015,
by twinn tower on behalf of
twinn tower LLC, a Florida (corporation) (partnership) (Other:
limited liability corp.) He/She is personally known to me or has produced
personally known (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Joanna Alonso
Notary Public, State of Florida

Print Name: JOANNA ALONSO

DONOR SITE



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

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: _____

RESOLUTION NO. 2000**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE PALMS OF BAY HARBOR - EAST PROJECT.**

WHEREAS, on September 5, 2013, Bay Harbor Holdings, LLC (hereinafter the "Applicant"), filed an initial application for site plan approval. On March 19, 2014, Applicant submitted a revised site plan for a forty (40) unit condominium building, consisting of two (2) stories of parking and six (6) stories of habitable units thereupon located at 10201-10231 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 and 8 of Block 4, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the "Site Plan" or "Project"); and

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

WHEREAS, on April 2, 2014, the Town's Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) and 23-11(B1)(5) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Finding.** The Planning and Zoning Board finds that the Site Plan is consistent with the criteria set forth in Sections of 5-23.1 and 23-11(B1)(5) of the Code and approves the Site Plan dated March 19, 2014, subject to the below conditions for approval.
3. **Effective Date.** This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. **Conditions of Approval.**
 - A. This approval is based on the Site Plan dated March 19, 2014. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.

- B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.
- C. The Project is required to obtain 14 TDR dwelling units prior to the issuance of a building permit, and the TDRs must be approved by the Town Council. If the number of required TDRs are not approved by the Town Council, the instant Site Plan approval shall be deemed null and void and the Project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- E. Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines adjoining the Project shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant. If undergrounding is not permitted by FPL prior to the issuance of a certificate of occupancy, Applicant shall to pay the Town the cost to underground the power lines and the Town shall hold such monies in trust and use such monies to underground the power lines once PFL approves the same.
- G. The project density (40 DU) and the number of required TDR units (14) is predicated on the Town executing quit claim deed to the Applicant ding the previously dedicated 11 feet of right-of-way and Applicant granting the Town an easement as to said property deeded to Applicant via an easement agreement. In the event that said quitclaim deed and easement agreement are not executed and recorded, Applicant shall be required to obtain four (4) additional TDRs, for a total of eighteen (18) TDRs.
- H. A Unity of Title is required to be recorded to legally combine the lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- I. The raised patio area in the rear elevation is within twenty (20) feet of the seawall. In order for Applicant to construct the rear patio, Applicant must obtain and provide the Town with an approval from FIND.

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

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

PASSED this 2nd day of April, 2014.

**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: _____

Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Asst. Town Attorney

RESOLUTION NO. 2043

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

WHEREAS, on September 5, 2013, Bay Harbor Holdings, LLC (hereinafter the “Applicant”), filed an initial application for site plan approval. On March 19, 2014, Applicant submitted a revised site plan application for a forty (40) unit condominium building, consisting of two (2) stories of parking and six (6) stories of habitable units thereupon located at 10201-10231 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 and 8 of Block 4, “Bay Harbor Island” Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the “Site Plan” or “Palms of Bay Harbor – East Project”); and

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

WHEREAS, on April 2, 2014, the Town’s Planning and Zoning Board approved the Site Plan, pursuant to Sections 5-23.1(a) and 23-11(B1)(5) of the Code, with the conditions set forth in Resolution Number 2000.

WHEREAS, on January 12, 2015, Applicant submitted certain proposed amendments to the approved Site Plan that include, among other things, reducing the number of dwelling units from forty (40) to thirty-eight (38), extending balconies, and removing windows (hereinafter the “Site Plan Amendments”); and

WHEREAS, on January 20, 2015, the Town’s Planning and Zoning Board approved the Site Plan Amendments for the Palms of Bay Harbor – East Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(5) of the Code, with the conditions set forth in Resolution Number 2000 and below.

NOW THEREFORE, be it resolved that:

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

2. **Finding.** The Planning and Zoning Board finds that the Amended Site Plan for the Palms of Bay Harbor -- East Project is consistent with the criteria set forth in Sections of 5-23.1 and 23-11(B1)(5) of the Code and approves the Amended Site Plan dated January 12, 2015, subject to the conditions set forth in Resolution Number 2000 and below.

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

4. **Conditions of Approval.**

A. This approval is based on the Amended Site Plan dated January 12, 2015. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.

B. The screens on the exterior of the balconies on the west elevation shall remain as set forth in the Site Plan.

C. The stairs leading to the pump room shall be moved into the building.

D. All conditions of approval set forth in Resolution Number 2000, unless expressly preempted herein.

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

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

PASSED this 20th day of January 2015.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____

CHAIR PERSON

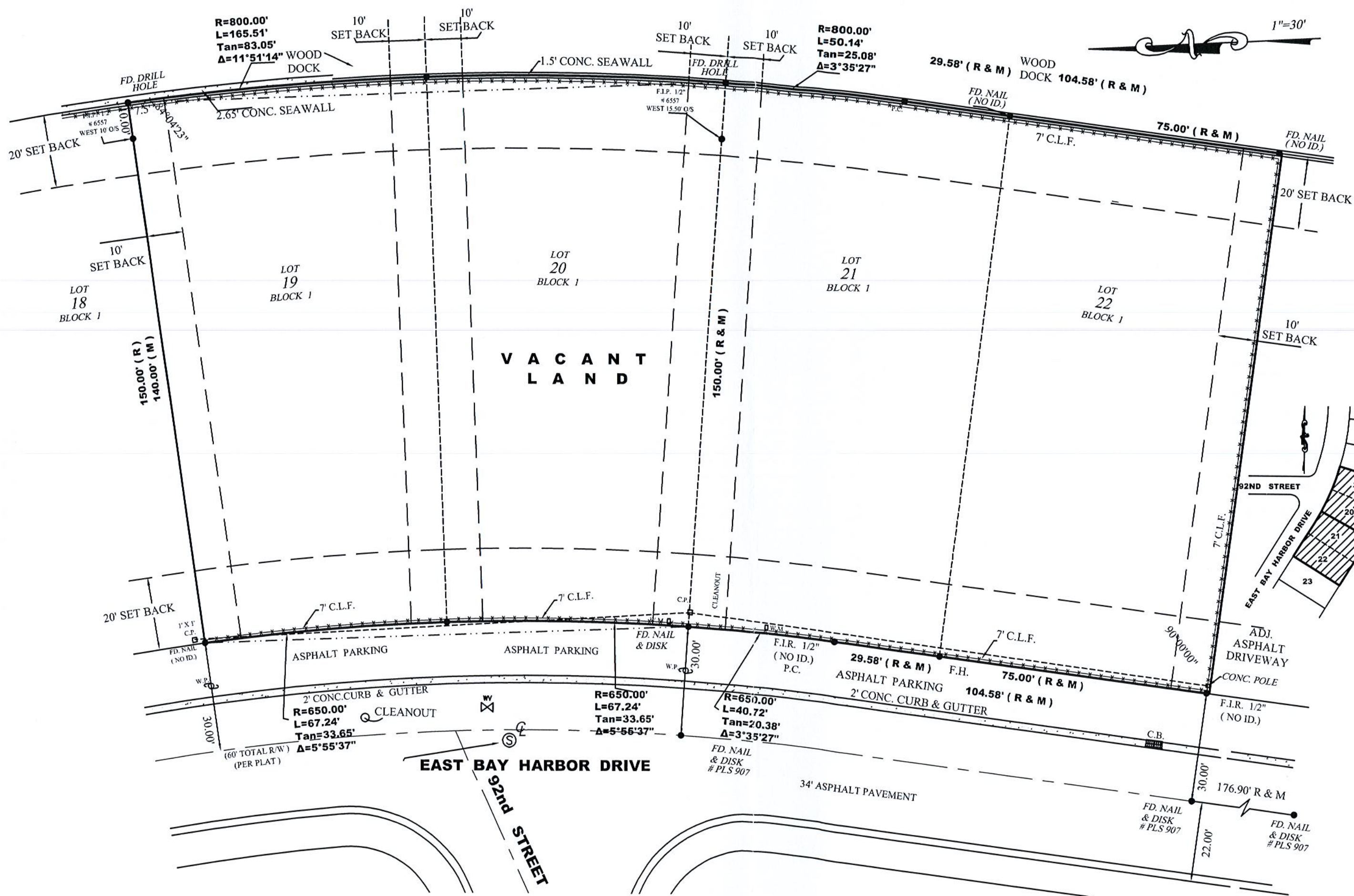
ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

ASSISTANT TOWN ATTORNEY

Island House



Bay Harbor Holdings

This Survey Certified To:

- BAY HARBOR HOLDINGS, LLC, a Delaware limited liability company
- FIRST AMERICAN TITLE INSURANCE COMPANY
- WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
- CITY NATIONAL BANK OF FLORIDA, its successors and/or assigns as their interest may appear.

Area of parcel = 0.775 +/- acres

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1051.14'	5'30"09"	100.95'	50.51'	100.91' S26-06-28E
C2	974.44'	2'22"03"	40.26'	20.14'	40.26' S22-10-26E
C3	963.44'	4'08"17"	69.58'	34.81'	69.56' S18-55-28E
C4	1190.14'	5'30"09"	114.30'	57.19'	114.26' S26-06-28E
C5	113.44'	6'30"20"	126.42'	63.28'	126.35' S20-06-13E
C6	1040.14'	3'51"13"	69.96'	34.99'	69.95' S26-55-58E
C7	1040.14'	13'58"56"	29.93'	14.97'	29.93' S24-10-51E
C8	963.44'	2'22"03"	39.81'	19.91'	39.81' S22-10-26E
C9	974.44'	4'08"17"	70.37'	35.20'	70.36' S18-55-28E

F:\DRAWING\10201-31 EAST BAY HARBOR DRIVE_UPDATE_04_24_2015

 ROYAL POINT LAND SURVEYORS, INC. L.B.# 7282 6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL. 305-822-6062 */* FAX. 305-827-9669						TYPE OF PROJECT: BOUNDARY SURVEY					
PREPARED FOR: BAY HARBOR HOLDINGS, LLC 1020 N. 31 ST EAST BAY HARBOR DRIVE BAY HARBOR ISLANDS, FLORIDA											
DRAWN: J.G.											
CHECKED: P.J.A.											
SCALE: 1" = 15'											
FIELD DATE: 06/15/2015											
JOB No. RP 15-547											
SHEET:											
1											
OF 1 SHEET											

INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 6th LV)
A-105	SEVENTH LEVEL
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-108	MATERIALS
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
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A-502	E-W SECTION

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

SITE PLAN APPROVAL REVISION

9201 EAST BAY HARBOR DR.

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Sixth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 3-6			12		15,284
Total x4 Levels			48		61,136

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 7			14		18,826

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	A-2	3	2	1,373	2,746
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 8			14		17,802

Total Number of Units			86		
Total Net Area				111,130	
Total Number of Parking Spaces Provided				172	

LOCATION



Zoning Summary

revuelta architecture international p.a.

9201 EAST BAY HARBOR DRIVE

Lot Area	SF 45,000	Acres 1.03
Legal Description Lot 19, 20, 21 and 22, Block 1 of 'Bay Harbor Island', According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.		
Flood Elevation This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.* Grade Level (Crown of the road) 4'-10" N.G.V.D.		
Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)		
FLR (Determined by the setbacks)	Allowable N/A	Proposed 86 84.5 (units/acre)
Maximum Density 34 units per net Acre	34	1.03
Proposed Density	35	86
Setbacks Principal Frontage (E. Bay Harbor Dr.) Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet Side Setback Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet Rear Setback (Waterfront) 20'-0" Flex Setback (side only) side building length maximum allowed 1/3 of length of building 107 Maximum Height Maximum Building Height 75 feet above BFE Open Space Requirements 20% of Lot Area Minimum 45,000 0.20 Roof Deck Landscape Requirements 15% of Roof Area Minimum 8,000 0.15 Lot Coverage (Perimeter determined by the setbacks) Determined by Setbacks Building Length The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet Breezeway A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Parking Space Requirements Residential - 2 per Dwelling Unit Minimum Guest Parking Total Parking Spaces (including 4 handicap spaces) Storage Requirements A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.		
	Required 35.67	Proposed 32.67
	Allowable 75 feet above BFE	Proposed 75'-0" above BFE
	Required 9,000 SF	Proposed 10,500 SF (23%)
	Required 1,200 SF	Proposed 6,000 SF (75%)
	Allowable Determined by Setbacks	Proposed 27,850 SF
	≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/trake in the middle of the building.
	Required 172 4	Proposed 172 4 176
	86	86

revuelta
architecture
international

Miami
Atlanta
San Diego, Ohio

revuelta-architecture.com

2960 SW 27TH AVE, 4E
SUITE 110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972
PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, Dade County, FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
11774 SW 40th Ave, Suite 200
BAY HARBOR ISLAND, FLORIDA
33154

Date

08/15/2013

Drawing

SP - CV

Check by

SP

Scale

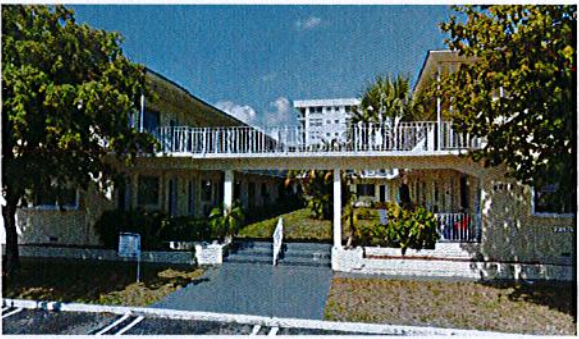
As Shown

Project No.

1216

A-001

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



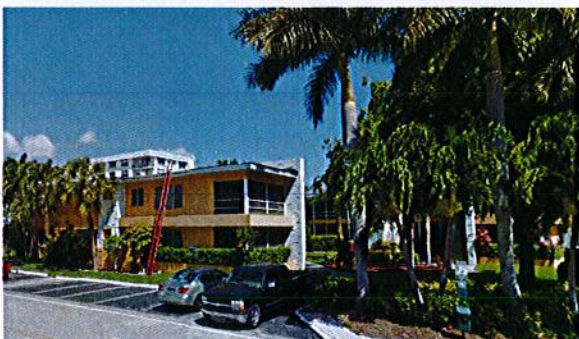
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
NOT TO SCALE

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2990 SW 27TH AVE, STE. E
SUITE 110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.5043

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3901 EAST BAY-HARBOR DR.
BAY HARBOR ISLAND, FL 33154

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 JADE CONDOUR
BAY HARBOR ISLAND, FL
33154

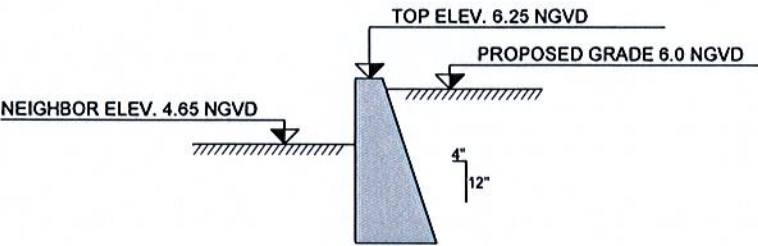
Date
08/15/2013
Drawing
SP-OV
Check by
BP
Scale
As Shown
Project No.
1216

A-002

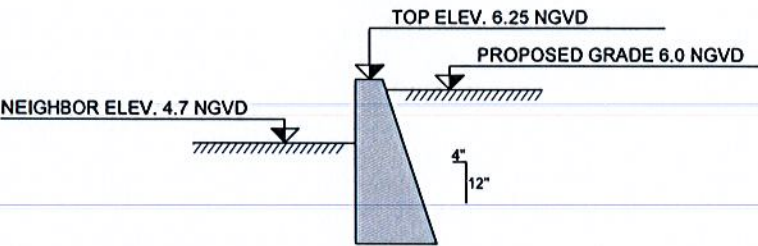
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The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not To Be Scaled.
File: G:\Projects\11716_ROYAL ISLAND HOUSE SITE PLAN REVIEW 2.dgn - By: admasd - Date: 8/15/2013

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The Contractor Must Check And Verify All Dimensions Of The Job And Be Responsible For Same, Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Scaled.
File: C:\Projects\1216_ISLAND HOUSE SOUTH\1216_ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: albert - Date: 8/15/2013

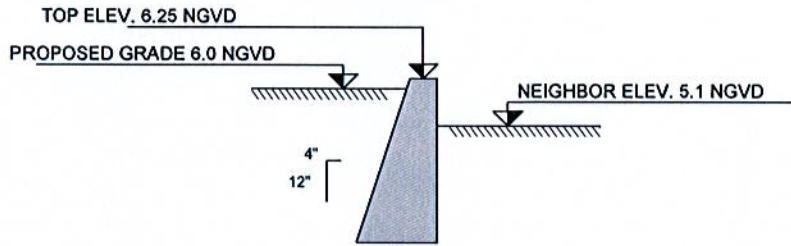
SECTION A-A



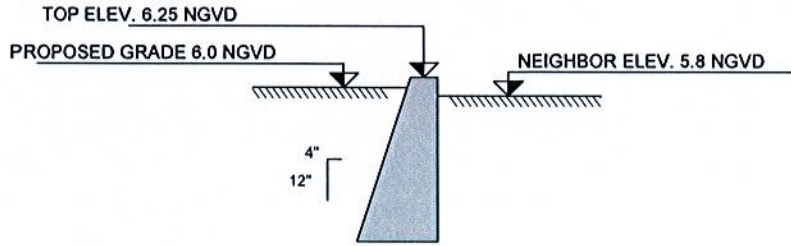
SECTION B-B



SECTION C-C



SECTION D-D



SECTIONS
GRAVITY WALL ALONG THE PERIMETER

1

NOT TO SCALE

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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2960 SW 27TH AVENUE
SUITE 110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.5000

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
9801 EAST BAY HARBOUR
BAY HARBOUR ISLANDS, ST. LEO, FLORIDA

OWNER
TAUBCO

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONDOUR
BAY HARBOUR ISLANDS
FLORIDA
33154

Date
08/15/2013
Drawing
BP-CV
Check by
BP
Scale
As Shown
Project No.
1216

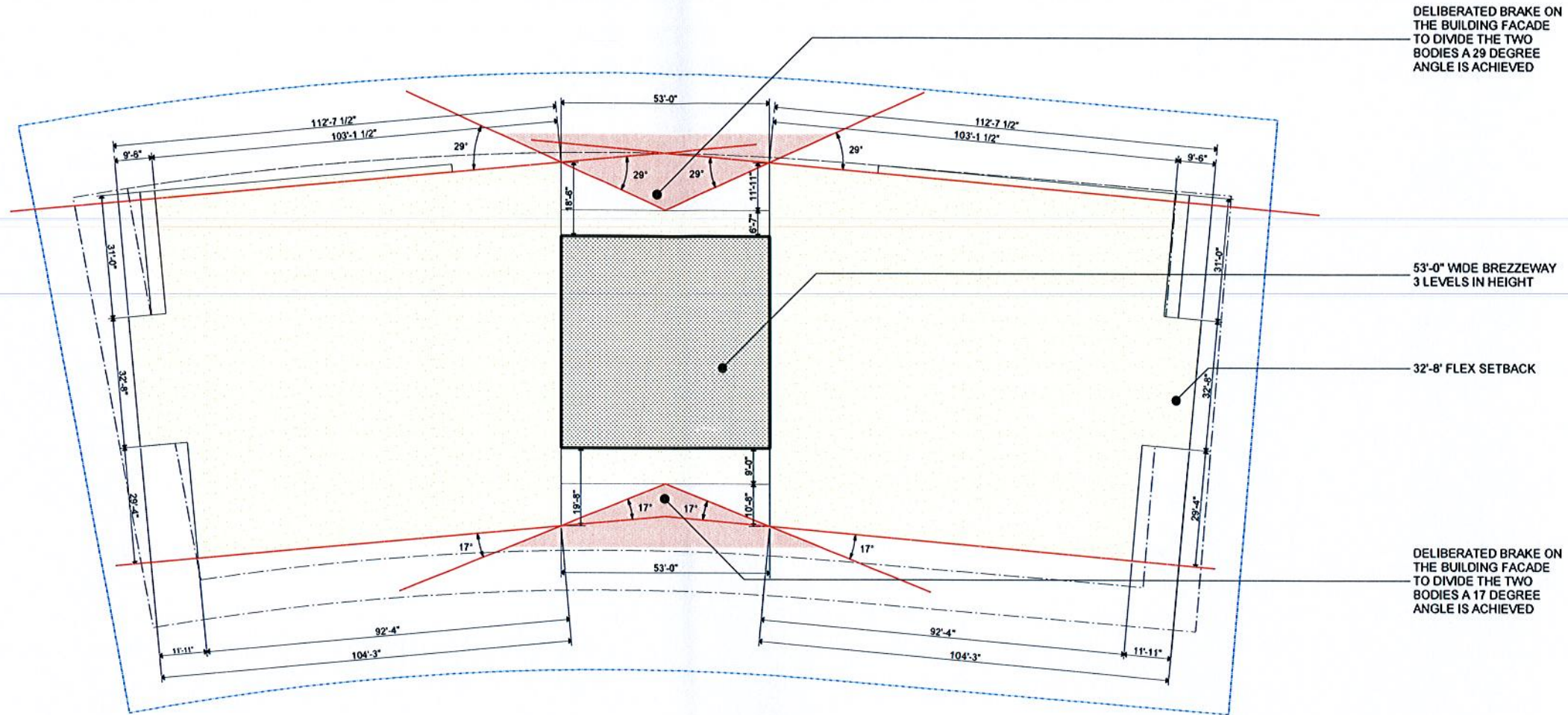
A-003



- The Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same, Reporting Any Discrepancies To The Architects Before Commencing work. Drawings Not to be Scaled.
File: G:\Projects\11216_ROYAL ISLAND SOUTH\11216_BIM\11216_2013 ISLAND HOUSE SITE PLAN REVIEW 2.plt - By adroust - Date: 8/15/2013



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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_BM1216_1216 ISLAND HOUSE SITE PLAN REVIEW.dgn - By email - Date: 8/15/2013



1 BUILDING ARTICULATION SCHEME

CODE REQUIREMENTS_ Building Length:

- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3301 EAST BAY HARBOR CIRCLE
BAY HARBOR BLVD, 33154, FLORIDA

OWNER
TAUBCO

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
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FRANKEL BENAYOUN
ARCHITECTS INC
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BAY HARBOR BLVD
FLORIDA
33154

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A-005

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_1216 ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: daniel - Date: 8/15/2013



1

SITEPLAN - CONTEXT
NOT TO SCALE

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR BLVD, 33154 FLORIDA

OWNER
TAUBCO
T

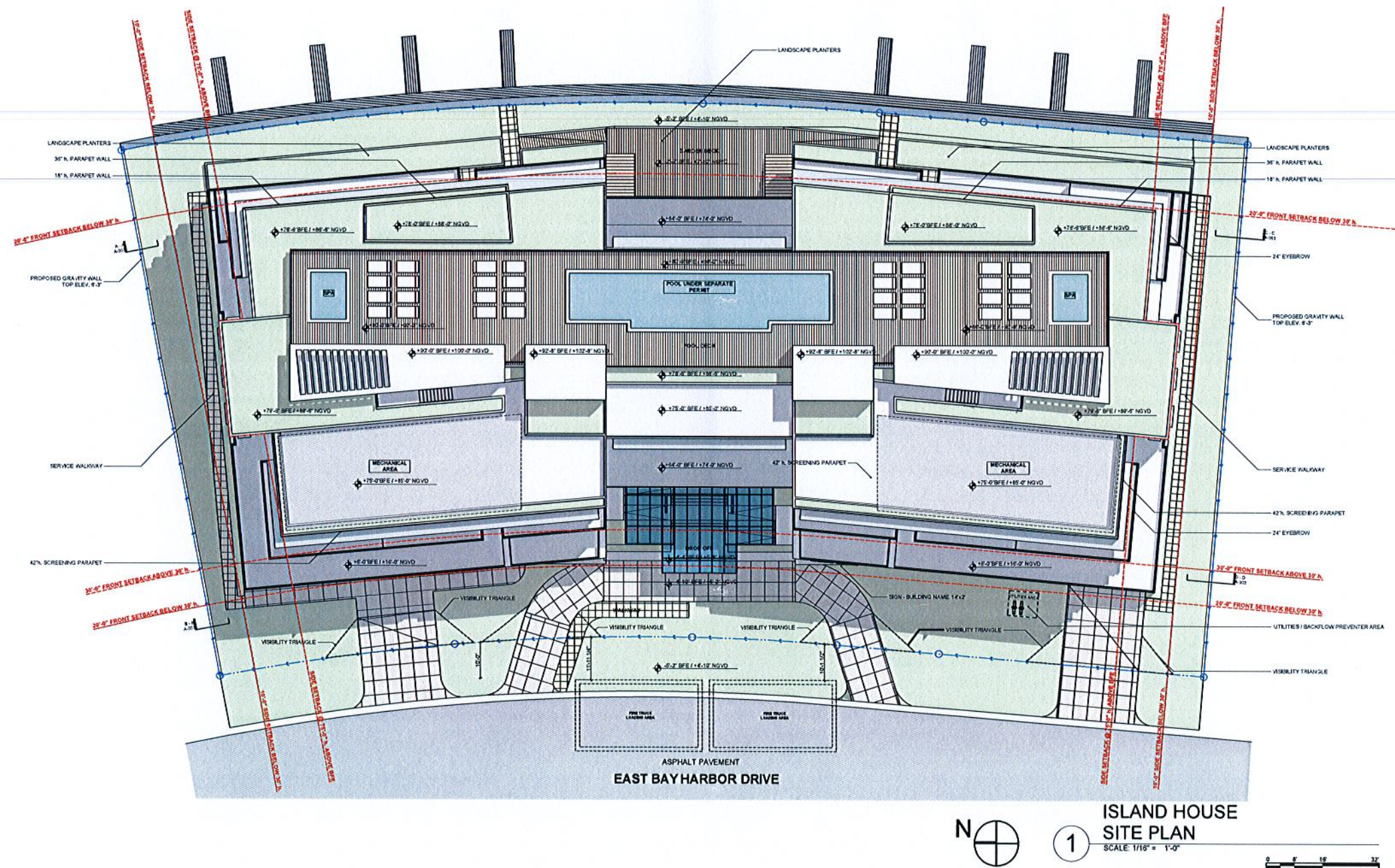
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval/Revision
May 30th, 2013

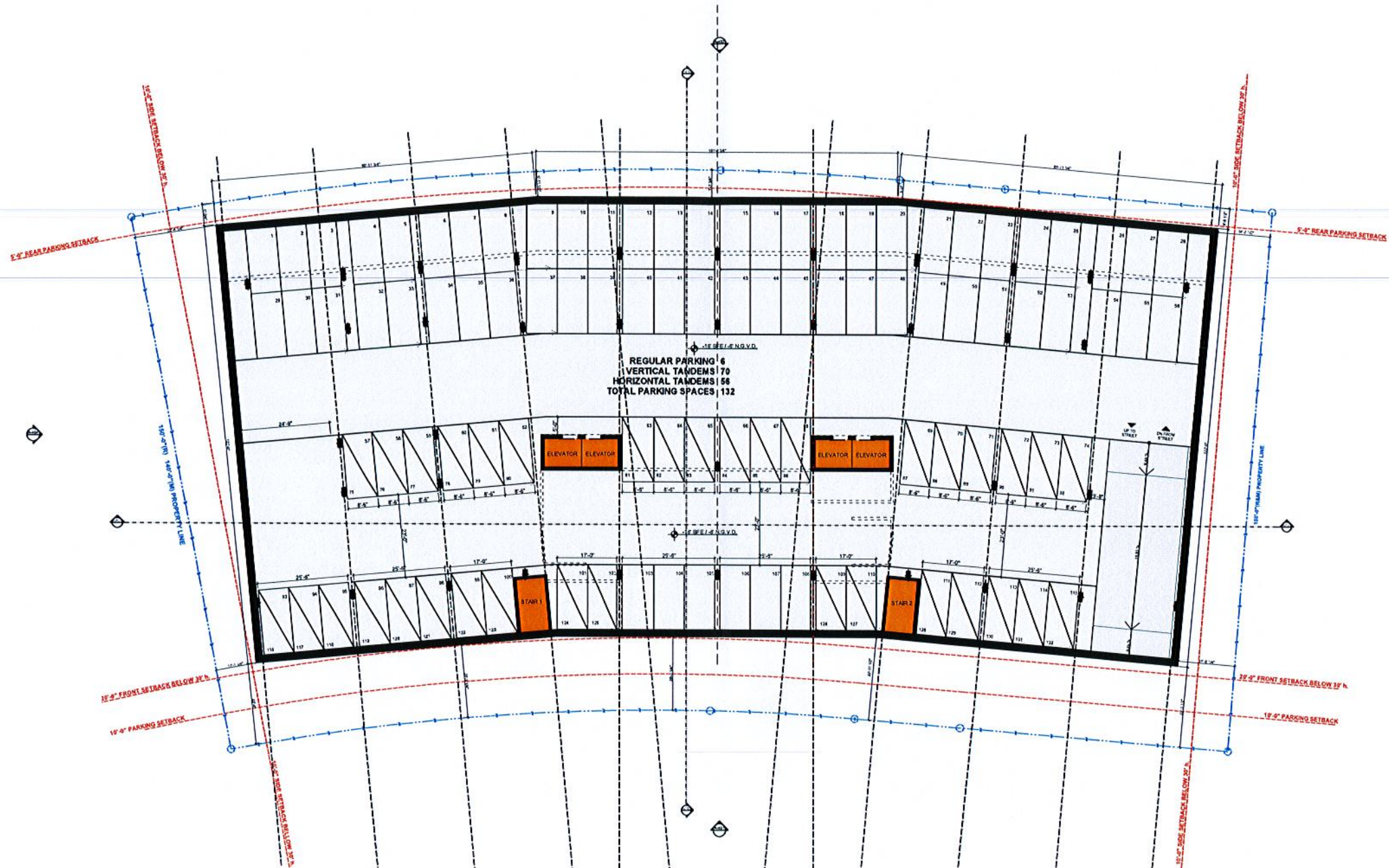
CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
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FLORIDA
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Drawing
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As Shown
Project No.
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A-006



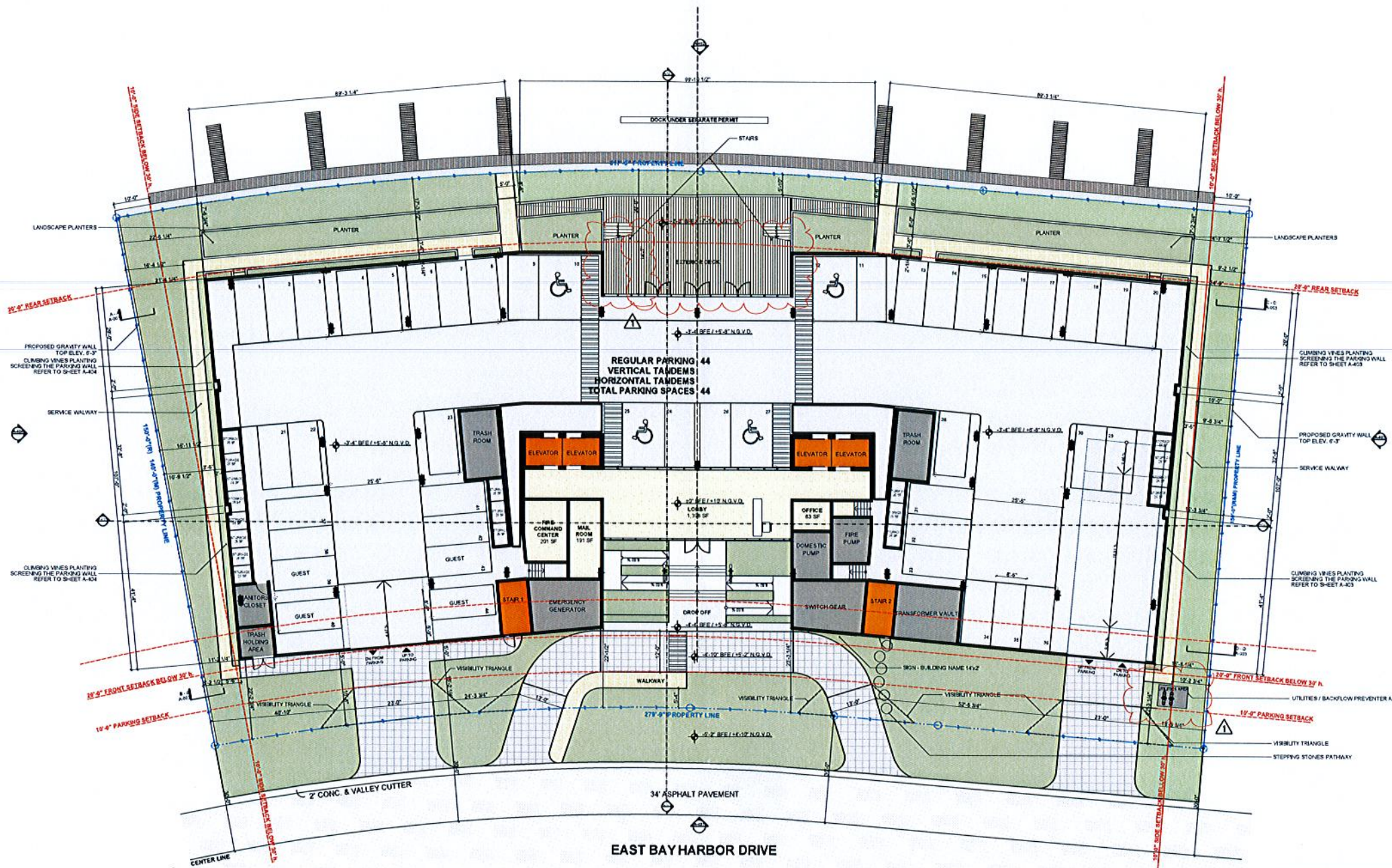
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1

ISLAND HOUSE
PARKING LEVEL -1

SCALE: 1/16" = 1'-0"



1

ISLAND HOUSE
FIRST LEVEL

SCALE: 1/16" = 1'-0"



1

ISLAND HOUSE
SECOND LEVEL

SCALE 1/16" = 1'-0"

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File: C:\Projects\1216_ROYAL ISLAND SOUTH\1216_1216 ISLAND HOUSE SITE PLAN REVIEW.dgn - By: revuelta - Date: 8/15/2013



1

ISLAND HOUSE
THIRD TO SIXTH LEVEL

SCALE: 1/16" = 1'-0"
NOTE
TERRACE AREA = 2,142 SF
LANDSCAPE PROVIDED = 342 SF > 15% OF TERRACE

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ISLAND HOUSE

10001 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, SE 15A, FLORIDA



SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30, 2013

CONSULTANT
ARCHITECT
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ARCHITECTS INC
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FLORIDA
33154

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08/15/2013
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BP
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As Shown
Project No.
1216

A-105



1

ISLAND HOUSE
SEVENTH LEVEL

SCALE: 1/16" = 1'-0"

ISLAND HOUSE

0801 EAST BAY HARBOUR DR.
BAY HARBOUR BLVD. SE 15th FLORIDA



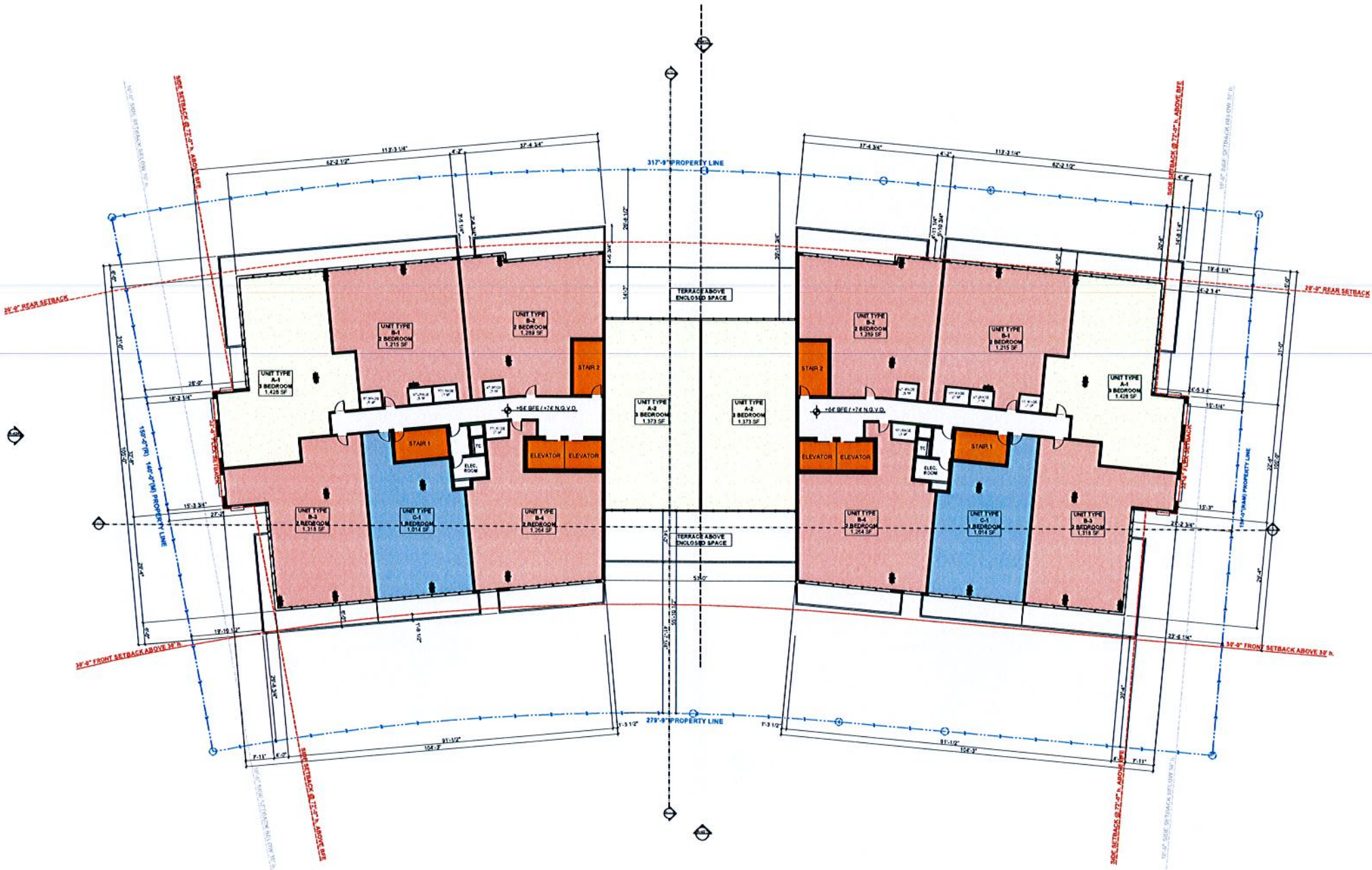
SCHEMATIC
DESIGN

Plumbing Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
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FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KALE CONDOURIE
BAY HARBOUR BLVD. SE
FLORIDA
33154

Date
08/15/2013
Drawing
BP - CIV
Check by
BP
Scale
As Shown
Project No.
1216

A-106



1

ISLAND HOUSE
EIGHTH LEVEL

SCALE 1/16" = 1'-0"

ISLAND HOUSE

3801 EAST BAY HARBOUR DR.
BAY HARBOR BLVD. SE 154, FLORIDA



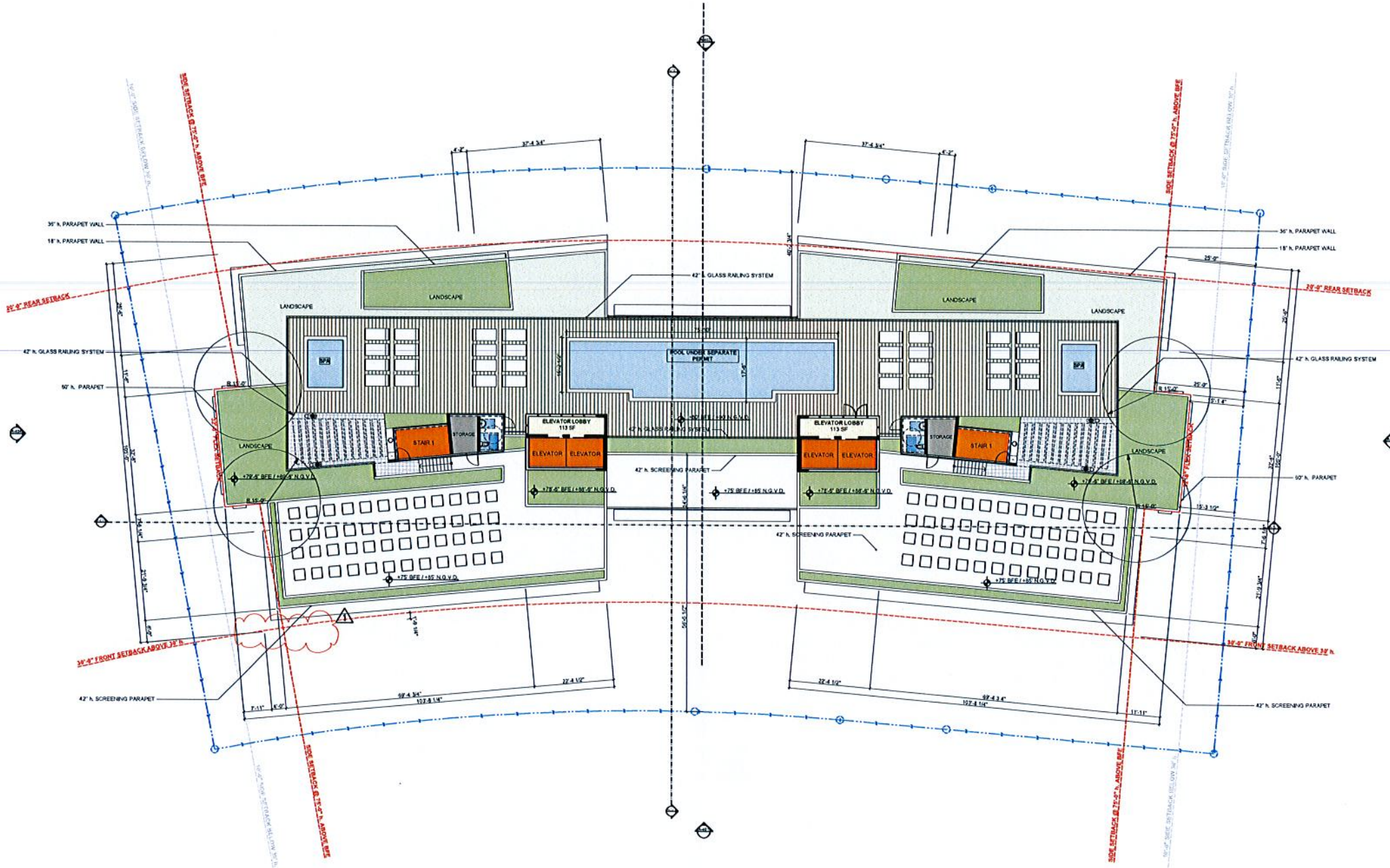
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Permit Revisions
Site Plan Approval Revision
May 20A, 2013

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BAY HARBOR BLVD. SE 154
FLORIDA
33154

Date
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Scale
As Shown
Project No.
1216

A-107



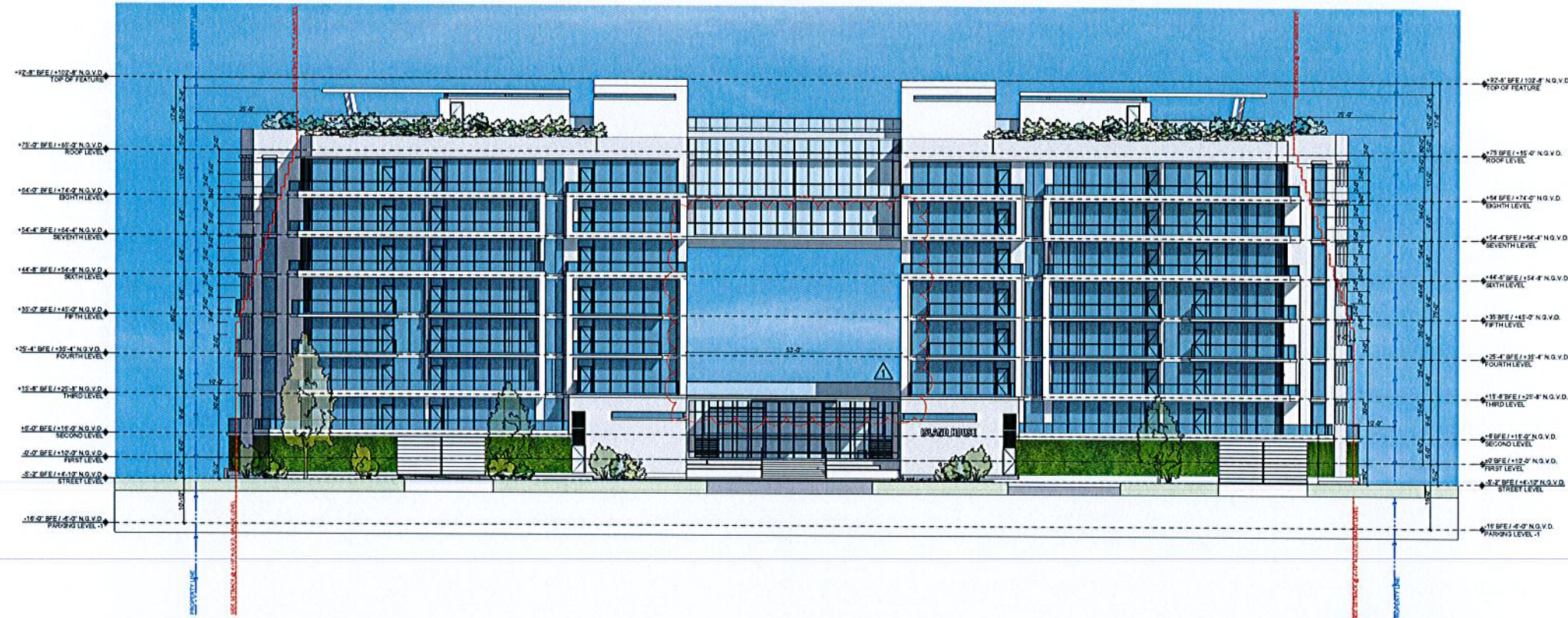
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ISLAND HOUSE
ROOF LEVEL

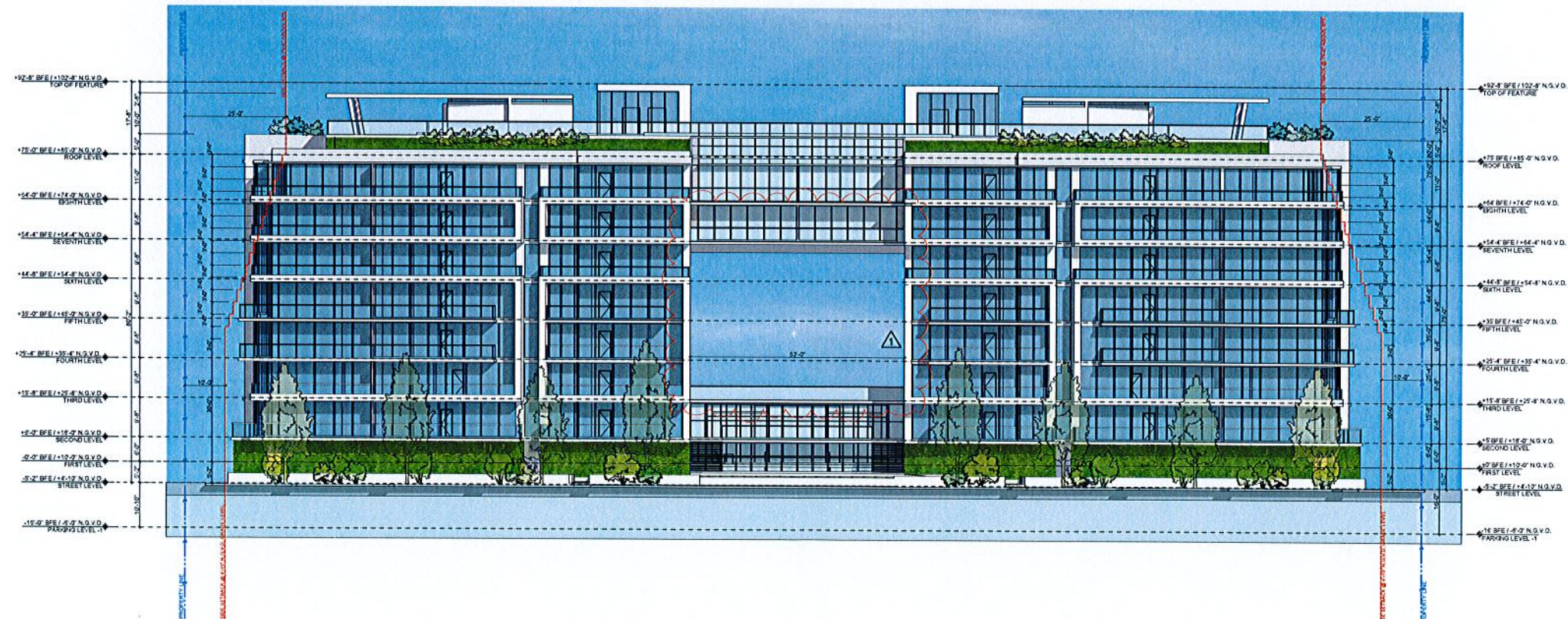
SCALE: 1/16" = 1'-0"

ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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1 WEST ELEVATION
SCALE 1/16" = 1'-0"



2 EAST ELEVATION
SCALE 1/16" = 1'-0"

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, 33154, FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

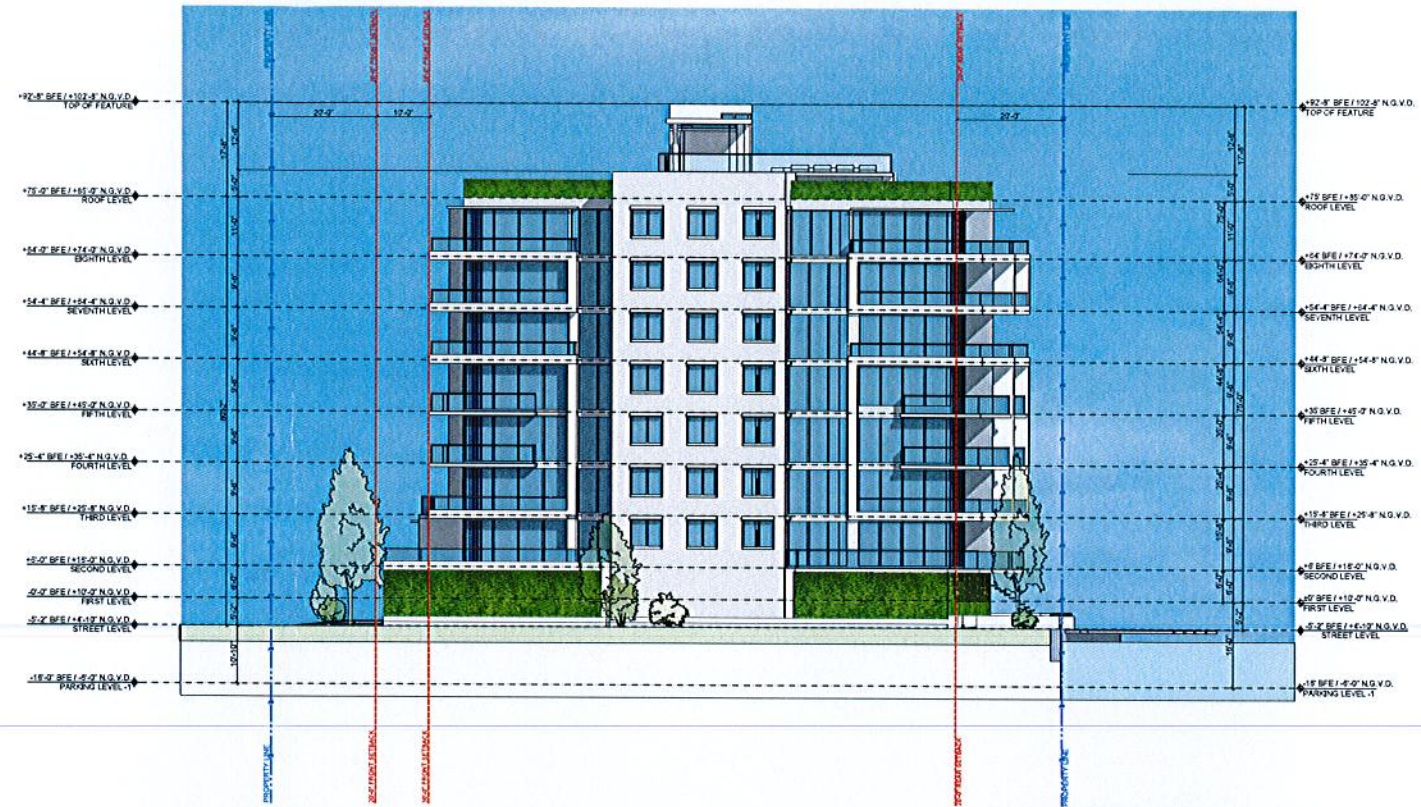
Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
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ARCHITECTS INC
FRANKEL BENAYOUN AND ASSOCIATES
1177 MAE CONDOURSE
BAY HARBOR ISLAND
FLORIDA
33154

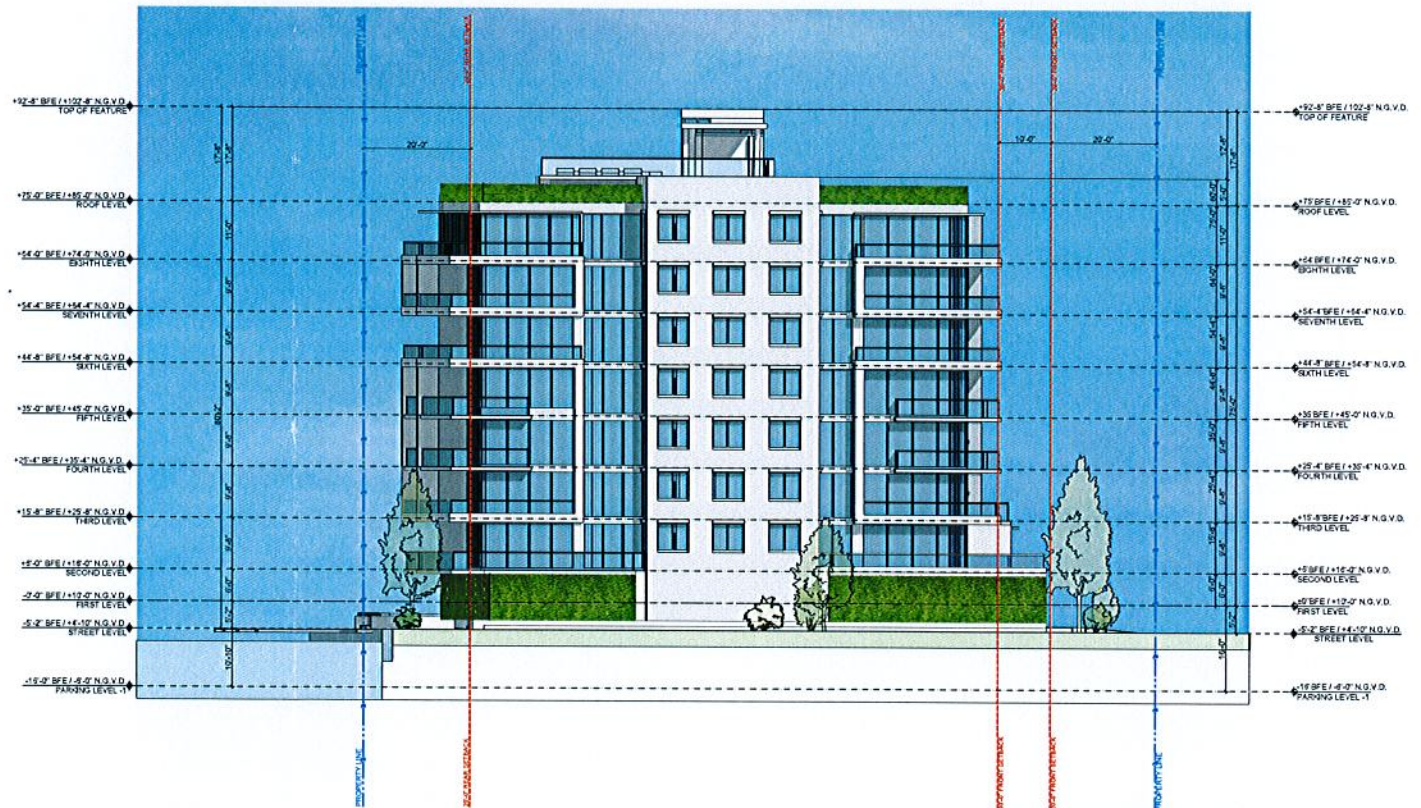
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A-401

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1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE 1/16" = 1'-0"

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3801 EAST BAY HARBOUR DR.
BAY HARBOR ISLAND, 33154 FLORIDA

OWNER
TAUBCO
TR

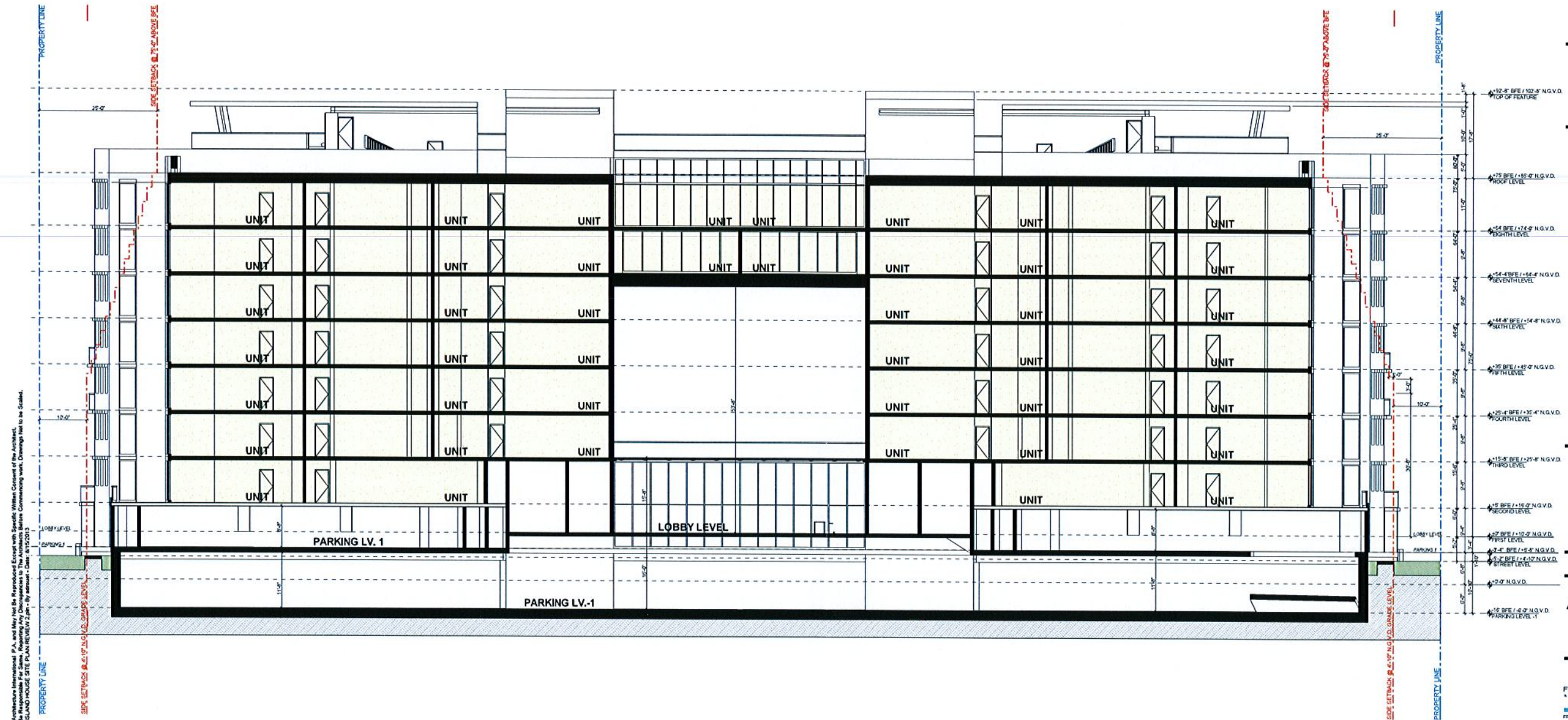
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30, 2013

CONSULTANT
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FRANKEL BENAYOUN
ARCHITECTS INC.
FRANKEL BENAYOUN ARCHITECTS
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FLORIDA
33154

Date
08/15/2013
Drawing
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BP
Scale
As Shown
Project No.
1216

A-402



1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOUR DR.
BAY HARBOUR ISLANDS, 33154, FLORIDA

OWNER



SCHEMATIC
DESIGN

Permit Revisions

 Site Plan Approval Revision
May 30th, 2013

CONSULTANT

ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR BLVD
FLORIDA
33154

Date _____

08/15/2013

Drawing

BP-CV
Check by

BP

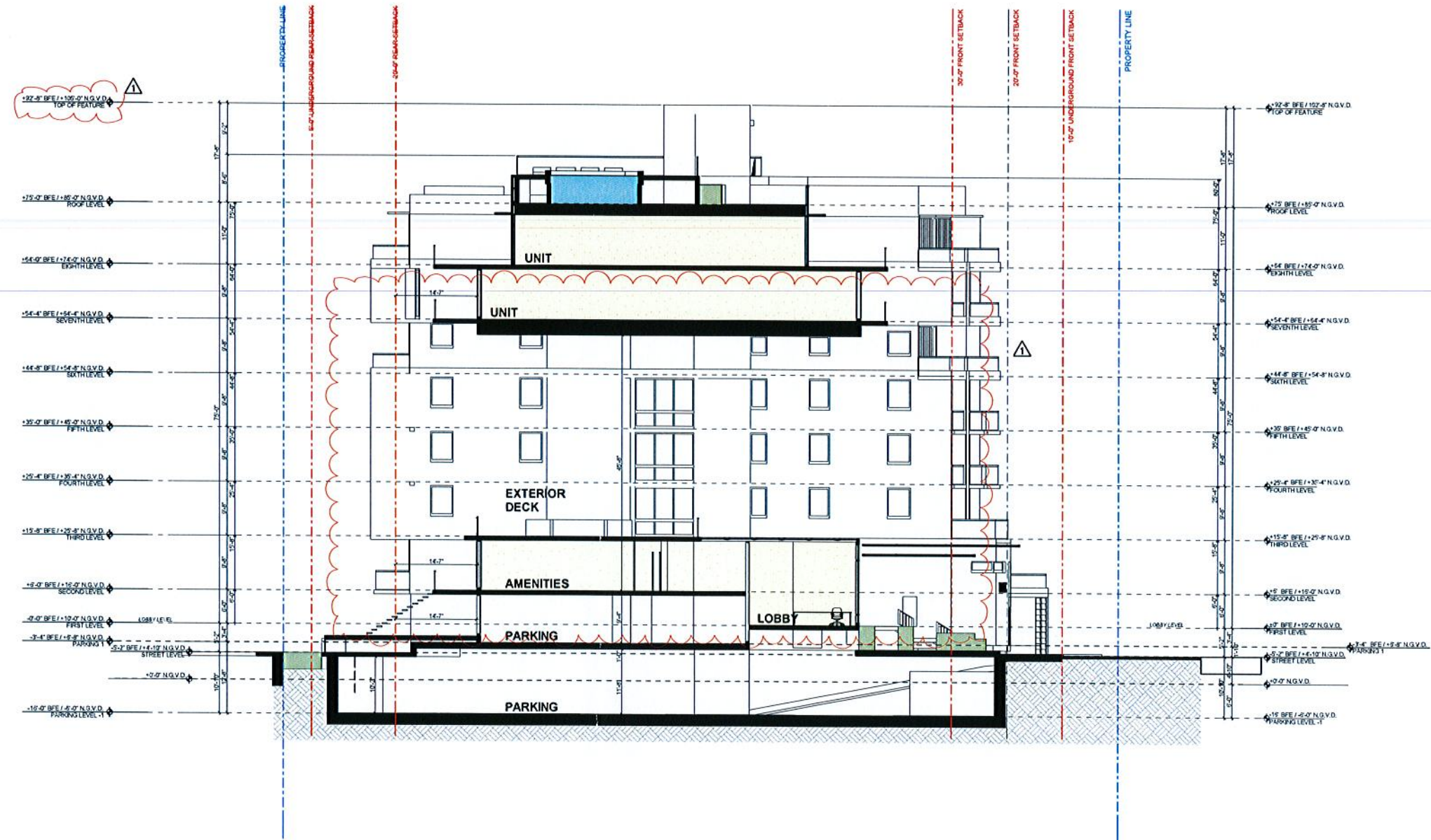
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As Shown

Project No.
4248

1216

A-502



1 N-S SECTION
SCALE: 3/32" = 1'-0"







Town of Bay Harbor Islands Code Compliance Department TDR Re-inspection

Date: January 20, 2016

Property Address: Sereno Project

Bay Harbor Holdings, LLC
10201-10231 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



No pending violations.

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 11.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of six (6) dwelling units from TCPC Corporation (10001 East Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 E. Bay Harbor Drive). Enclosed find a copy of the application, contract, site plans and other supporting documents.

DESCRIPTION:

The applicant requests approval of a private Transfer of Development Rights (TDR) transaction of six (6) dwelling units from TCPC Corporation.

Donor site: 10001 East Bay Harbor Drive (TCPC Corporation)
Receiving site: 9161 & 9201 E. Bay Harbor Drive (vacant land)
Number of units to be transferred: 6
Price per unit: \$63,000.

All required information was submitted as required by Section 23-22.2 of the Town Code. Staff recommends that if the 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	Staff report - MM Anchorage to Island House.pdf
2.	TDR Application	TDR App- Anchorage to Islands House.pdf
3.	Island House - Site plans	Island House - site plans 9161-9201ebhd.pdf
4.	Staff Report - Code	Code - anchorage-10001BHD- staff report.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 Marante, 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: 1/22/2016

Re: Transfer of Development Rights (TDR)

CC:

Island House (aka Island Club Towers)

(Currently 86 Total DU)

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

TDR Request – 6 Private DU

Donor Site: 10001 E. Bay Harbor Dr. / Lots 17 & 18 of Block 4 (Anchorage Condo)

Receiving Site: 9201 E. Bay Harbor Dr. / Lots 19-22 of Block 1 (Island House / aka Island Club Towers)

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 (Island House / aka Island Club Towers) was granted Site Development Plan approval by the Town's Planning and Zoning Board on July 16th, 2013 for 87 DU (later reduced to 86 DU). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 86 total dwelling units, this requires the acquisition of 51 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 St in October 2015) to acquire 19 TDR units to date. If this TDR application, as well as a concurrently application for 2 TDR units is approved, the applicant will still need to acquire 24 TDR units prior to construction.

The donor site, in this instance, is currently developed as the two-lot / 8 DU Anchorage Condominium complex that was built in 1955. The survey submitted to MMPA, shows the donor site never conveyed the 11-foot right-of-way to the Town for parking as many others did in the past; therefore, the lots are considered full lots. The total donor site land area is 22,500 sq. ft. / .52 acres is size according to the survey and is entitled to 18 DU (.52 acres at 34 DUA = 17.68 or 18 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down).

January 22, 2016

The donor site has also contracted with a nearby development site to sell 4 TDR units (Res. No. 2064) on August 10th, 2015. With 8 DU existing on site, 18 DU allowed by right, and previously contracting to sell 4 TDR units, the donor site has the ability to convey the six (6) TDR units requested.

***Notes on application package:**

- 1) The application paperwork for the "donor" site should be revised to remove the Unit #4S from the overall property address / location (may be the donor's representatives unit) and the application form must include the property size of 22,500 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: \$ 63,000
TDR UNITS REQUESTED: 6 PROJECT TOTAL UNITS 86
APPROVAL DATE: _____ APPROVED BY: _____

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

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19, 20, 21 & 22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010	Current Zoning RM-1	
Property size 1 acre (1.03)	Purchase date 11/1/2001	
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously Four 2-story buildings)		
Dwelling units to be received 6		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013

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 T C P C Corporation		
Phone (561) 543-7381	e-mail RobertKanuth@msn.com	Fax ()
Address 10001 East Bay Harbor Drive #4S		
City and State Bay Harbor Islands, FL		Zip Code 33154
Property Address/Location 10001 East Bay Harbor Drive #4S		
Legal Description: LOT(S) 17 & 18 BLOCK 4		
Folio Number 13-2227-025-0080 *	Current Zoning RM-1	Year built 1955
Property size	Purchase date	
Existing use of the property Multifamily residential building		
Describe Existing Structure on Property 8-unit residential building		
Dwelling units to be transferred to TDR Bank		
Units permitted 18		

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 \$		

*13-2227-030-0010 13-2227-030-0020 13-2227-030-0030 13-2227-030-0040

13-2227-030-0050 13-2227-030-0060 13-2227-030-0070

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 Blanco Surveyors, Inc.(Receiver)		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810

Name of Surveyor John Ibarra & Associates, Inc. (Donor)		
Address 777 NW 72nd Avenue, Miami, FL 33126		
Phone (305) 262-0400	e-mail	Fax (305) 262-0401

carlos@ibarralandsurveyors.com

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 of Owner (Applicant) _____ Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of _____,
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____ (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

T.C.P.C. CORPORATION

Robert C Kanuth

Signature of Owner (Applicant)
Robert Kanuth, President

Dec 8 2015

Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8th day of December, 2015,
by Robert Kanuth on behalf of _____,
T.C.P.C. Corporation, 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: April 21, 2017

Georgina Morgan

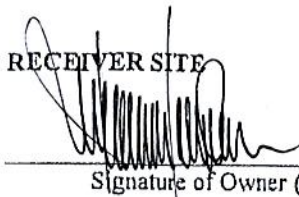
Notary Public, State of Florida

Print Name: Georgina Morgan

www.AARONNOTARY.com
EXPIRES: APR. 21, 2017
COMMISSION # FF010127
Georgina Morgan

 Georgina Morgan
COMMISSION # FF010127
EXPIRES: APR. 21, 2017
www.AARONNOTARY.com

RECEIVER SITE



Signature of Owner (Applicant)

Dec 17, 2015

Date

Signature of Owner (Co-Applicant)

Date

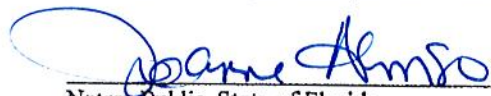
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of December, 2015,
by Irwin Tauber on behalf of
Island Club, 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:



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services



Notary Public, State of Florida

Print Name:

Danna Alonso

DONOR SITE

T.C.P.C. CORPORATION



Signature of Owner (Applicant)

Robert Kanuth, President

Dec 8 2015

Date

Signature of Owner (Co-Applicant)

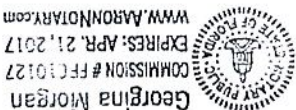
Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

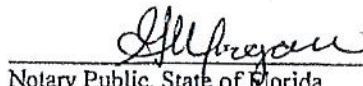
The foregoing instrument was acknowledged before me this 8th day of December, 2015,
by Robert Kanuth on behalf of
T.C.P.C. Corporation, a Florida (corporation) (partnership) (Other:
.) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires: April 21, 2017

www.AARONNOTARY.com
EXPIRES: APR. 21, 2017
COMMISSION # FF010127
Georgina Morgan



Georgina Morgan
COMMISSION # FF010127
EXPIRES: APR. 21, 2017
www.AARONNOTARY.com



Notary Public, State of Florida

Print Name:

Georgina Morgan

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: ISLAND CLUB TOWERS LLC
Date: 1/20/2016 Time: 11:33 AM
Receipt Number: MAIN / 93146
Clerk: ANA

DONERS SIDE
10001 E BAY HARBOR DRIVE

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE	1,000.00
Total:		1,000.00
Check	1699	1,000.00
Change:		0.00

1699

ISLAND CLUB TOWERS LLC

9551 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

HSBC BANK, USA
63-939-670

10/16/2015

1699 \$*****1,000.00

DATE

CHECK NO.

AMOUNT

Pay: *****One thousand dollars and no cents

TO THE
ORDER
OF

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



AUTHORIZED SIGNATURE

⑈001699⑈ ⑆067009390⑆362035725⑈

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 18th day of September, 2015 (the "Effective Date") by and between ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and T C P C CORPORATION., a Florida Profit Corporation (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Seller is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Seller Property"). The Seller Property has 6 transferable development rights (collectively, the "TDRs") that can be assigned, transferred and allocated to another property within the Town of Bay Harbor Islands in order to increase the development density of such other property.

B. Purchaser is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"). Purchaser seeks to purchase from Seller all of the available TDRs of the Seller Property for use in connection with the development and construction of the Property.

C. Seller has agreed to sell the TDRs to Purchaser, and Purchaser has agreed to purchase the TDRs from Seller, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each Party to the other, 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 Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$378,000.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller. The Purchase Price is predicated upon: (i) a per TDR purchase price of \$63,000.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 6 TDRs that can be conveyed and allocated to the Property; and (iii) Seller being able to convey and allocate 6 TDRs from the Seller Property to the Property. If the number of TDRs that can be conveyed and allocated from the Seller Property to the Property is greater or less than 6 TDRs, then the Purchase Price shall be adjusted up or down based on the actual number of TDRs that can be conveyed and allocated from the Seller Property to the Property multiplied by the Per TDR Purchase Price; it being the intention of the Parties that Purchaser be obligated to pay for the TDRs that can actually be conveyed and allocated from the Seller Property to the Property.

(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in an amount \$37,800.00 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, then at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller; and (ii) Purchaser 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 (i) 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; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined).

(b) Purchaser shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Purchaser in connection with the transaction contemplated by this Agreement; and (ii) the cost to record the Deed.

(c) Seller and Purchaser shall split city, county and state tax stamps in connection with the transaction contemplated by this Agreement.

5. Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser (collectively, the "Deliveries"): (a) copies the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein; and (b) a copy of a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

6. Inspection Period.

7. Representations, Warranties, Covenants and Agreements of Seller. Seller hereby represents, warrants, covenants, agrees and states to and with Purchaser as follows:

(a) Seller is the owner of 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, and at Closing Seller shall convey to Purchaser 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. Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance of 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 formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Seller is a party or by which Seller, the Seller Property or the TDRs are subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, the Seller Property 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, the Seller Property or the TDRs.

(d) The Deliveries, as delivered to Purchaser, are true, correct and complete copies of each such Delivery.

(e) Seller has obtained all approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein.

(f) Seller has obtained a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

(g) No other person or entity has any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller, and from and after the Effective Date Seller shall not grant or enter into any agreement with any person or entity for any right of first refusal, right of first offer or other right to purchase or acquire the TDRs from Seller.

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.

8. Representations, Warranties, Covenants and Agreements of Purchaser. Purchaser hereby represents, warrants, covenants, agrees and states to and with Seller as follows:

(a) Purchaser 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. Purchaser has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Purchaser 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 Purchaser is duly authorized to execute and bind Purchaser 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 Purchaser.

(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 Purchaser of (A) any formation, organizational or governance document of Purchaser, (B) any agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or



imposed upon Purchaser; 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 Purchaser.

All of the representations, warranties, covenants, agreements and statements of Purchaser 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.

9. TDR Approval.

(a) Purchaser shall have the right, at all times while this Agreement remains in effect, to apply for, submit to and/or process with the Town of Bay Harbor Islands (the "Town") all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary to obtain the Town's approval of: (i) of this Agreement and the transaction contemplated herein; and (ii) the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property. The approvals referred to in (i) and (ii) are referred to herein collectively as the "TDR Approval". Seller shall cooperate with and assist Purchaser in its efforts to apply for, process and obtain the Approval Submittals and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten (10) days following such request), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, instruments necessary for Purchaser to apply for, submit, process and obtain any Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of any Execution/Delivery Default, Purchaser shall have the right (in addition to and not in lieu of any other right or remedy provided to Purchaser in this Agreement as a result of a Seller default) at its election to extend the Closing Date for a period of time equal to the delay incurred by Purchaser in submitting, processing and/or obtaining any Approval Submittal and/or TDR Approval as a result of the Execution/Delivery Default.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Closing Date shall be extended on a day-by-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of, amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly), unless otherwise requested to do so by Purchaser in writing; and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

10. Closing Conditions.



(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 above shall be true and correct in all respects; and (iii) the Town adopts a resolution issuing the TDR Approval (i.e., approval of this Agreement and the transaction contemplated herein, and approval of the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed is referred to herein as the "TDR Approval Date").

(b) If there is a failure of a Condition Precedent at any time prior to the Closing Date, then Purchaser shall have the right (in addition to, and not in lieu of any other right or remedy Purchaser may have as the result of such failure), in its sole and absolute discretion, to: (i) terminate this Agreement by delivering a written notice of termination to Seller on the Closing Date, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; or (ii) extend the Closing Date for a reasonable period of time ~~(as determined by Purchaser in its sole and absolute discretion)~~ (A) to allow Seller an opportunity to cure such failure, and/or (B) to obtain the TDR Approval, whichever the case may be. Should Purchaser elect to extend the Closing Date under (ii) above, Purchaser shall retain the right to elect (i) above anytime thereafter until the Condition Precedent at issue is satisfied. RAK

11. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver copies of the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members authorizing the transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, from the board of directors of Seller authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (d) Purchaser shall deliver a resolution to Seller authorizing the transaction contemplated herein and the consummation thereof by Purchaser; and (e) each Party shall execute and deliver to the other Party a closing statement in usual and customary form. All of the closing documents referenced in this Section shall be in form and substance reasonably acceptable to Purchaser.

12. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is ten (10) days after the day in which the town council adopts a resolution approving the transfer contemplated in this agreement.

13. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement, and provided Seller is not in default of any term, covenant, condition, representation or warranty of this Agreement, 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 Purchaser, whereupon this



Agreement shall terminate, the Escrow Agent shall deliver the Deposit to Seller 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 Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement. 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 Purchaser's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, and provided Purchaser is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Purchaser shall have (in addition to and not in lieu of any other right or remedy provided in this Agreement as a result of a default by Seller) the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs").

14. 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 or 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 Purchaser shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154, Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com; together with a copy to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.com.

Notices to Seller shall be sent to 10001 E Bay Harbor Drive, 4S, Bay Harbor Islands, FL 33154, Attn: Robert Kanuth Phone No. (561) 543-7381, email address RobertKanuth@msn.com

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: James D. Barnett, Esq., 401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Phone No. (954) 761-8111, email address jim.barnett@gray-robinson.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.

15. 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

SELLER ~~IS~~ REPRESENTED BY REAL ESTATE BROKER AND WILL PAY THAT
BROKER DIRECTLY

REX



the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.

16. 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 the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

17. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

(b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given its nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.

(c) This Agreement includes all exhibits and amendments that are executed in connection herewith, whether executed simultaneously with or subsequent to the execution of this Agreement. This Agreement, together with all such now or hereafter existing exhibits and amendments, contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument



executed by the Party against whom enforcement of such amendment or modification is sought. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

(d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be extended to 5:00 PM, Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

(f) Purchaser shall have the right to assign this Agreement to any entity that purchases or otherwise acquires the Property from Purchaser provided such assignment is made pursuant to a written assignment and assumption agreement wherein Purchaser assigns all of its right, title and interest in and to this Agreement (including the Deposit) to the assignee and the assignee accepts such assignment and agrees to be bound by and to perform the terms, conditions, covenants, agreements and other provisions of this Agreement; and, upon any such assignment: (i) Purchaser shall be released from all obligations and liabilities under this Agreement, and (ii) Seller shall close on the transaction contemplated by this Agreement with the assignee as if the assignee was the original party to this Agreement. 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.

[signatures follow on next page]



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:


Print Name: Alexander Tauber


Print Name: Gabriela Dailey


Print Name: John Linsie

PURCHASER:

ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager
Date: Sept 18, 15

SELLER:

T C P C Corporation, a Florida Profit
Corporation

By: 
Name: ROBERT C. KARANTH
Title: President
Date: Sept 18, 2015



EXHIBIT "A"

The Legal Description of the Seller Property

Lot 17 & 18, Block 4, BAY HARBOR ISLAND, according to the Plat recorded in Plat Book 46, Page 5, of the
Public Records of Miami-Dade County, Florida.



Exhibit "A"

EXHIBIT "B"

The Legal Description of the Property

Parcel 1:

Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Condominium Units 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.



BERCOW RADELL & FERNANDEZ
ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND-DELIVERY

December 24, 2015

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

Re: Private TDR Application for Island House Development Located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands –
Donor: TCPC Corporation (a.k.a. Anchorage Co-op) at 10001 East Bay Harbor Drive

Dear Mr. Wasson:

This law firm represents Island Club Towers, LLC ("Owner"), the owner of the properties located at 9161 & 9201 East Bay Harbor Drive in the Town of Bay Harbor Islands (collectively the "Property"). The Property is a waterfront property located on the east side of East Bay Harbor Drive between 91st and 92rd Streets and is zoned Multiple Family Residential (RM-1) District. The purpose of this letter is to request approval of private Transfer of Development Rights (TDRs) for the approved development on the Property.

The Project. On July 16, 2013, the Planning and Zoning Board (PZB) approved the Owner's site plan for a multifamily residential project, entitled "Island House" ("Project"). See Exhibit A - PZB Resolution No. 1170-A. The Project approval expires on October 4, 2016. See Exhibit B.

The Owner has retained two renowned architects, Luis Revuelta of Revuelta Architecture International and Town resident and former PZB member Markus Frankel of Frankel/Benayoun Architects, to collaborate on the design of a beautiful, signature building that will contribute to the neighborhood and the

Town. The Island House Project is an 8-story building with 86 units over one level of a partial subterranean parking garage with mechanical lifts, as well as standard parking spaces. The Project will provide the required number of parking spaces. The height of the building is 75 feet (above BFE) consistent with the RM-1 District regulations.

The proposed building will have an expansive breezeway through the middle and the portions of the building in line with the breezeway at ground level and floors 7 and 8 are extensively fenestrated to create the appearance of two separate buildings and appropriately reduce the massing of building. Further, all elevations have been designed to be in harmony with the developments in the surrounding area. As required by the PZB, the Owner already made the necessary modifications to the Project as specified in the conditions of approval in the PZB Resolution.

TDRs. The proposed density of the Project is greater than the allowable maximum density for the RM-1 District, which at just over 1 acre allows for 35 units. As a result, the Project requires 51 TDRs. The Owner previously obtained approval of 19 private TDRs. See Composite Exhibit C. The Owner continues to seek private TDRs and has also submitted an application for 2 more private TDRs for the Project from Bay Harbor Holdings. See Exhibit D.

The subject application is for 6 private TDRs from TCPC Corporation, a.k.a. Anchorage Co-op, for the property located at 10001 East Bay Harbor Drive ("Donor Site"). Notably, the Town Council recently approved a prior donation of 4 private TDRs from the Donor Site to another property on August 10, 2015. See Exhibit E. The Building Official conducted the required inspection of the Donor Site and in a letter dated July 30, 2015, concluded that no repairs were needed.

The approved Project satisfies the criteria for approval of TDRs. The design fully complies with the minimum standards set forth in the Town's land development regulations and no variances were requested. The design, height and massing, are compatible with the surrounding area and other project approvals, and the project's density is also compatible with the Medium-High Density residential land use through the TDR program.

Summary. Island House is a well-designed development that is compatible with the surrounding neighborhood in height, scale, massing and appearance. We look forward to your favorable recommendation and the Town

Ronald J. Wasson, Town Manager
December 24, 2015
Page 3

Council's approval of this application. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very truly yours,



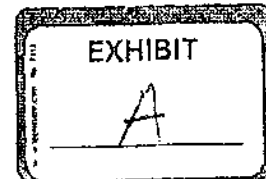
Matthew Amster

Attachments

cc: Alex Tauber (email only)
Marlene Siegel, Town Clerk
Frank Simone, Town Attorney (email only)
Michael Miller, AICP, Town Planner (email only)
Jeffrey Bercow, Esq. (email only)

RESOLUTION NO. 1170 - A

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



WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

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

WHEREAS, on July 16, 2013, the Town's Planning and Zoning Board approved the Site Plan for the ISLAND HOUSE Project, pursuant to Sections 5-23.1(a) and 23-11(B)(6) of the Town's Code of Ordinances with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the ISLAND HOUSE Project is consistent with the criteria in Sections 5-23.1 and 23-11(B)(6) and approves the site plan titled "ISLAND HOUSE" on July 16, 2013, subject to the conditions set forth below for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. Conditions of Approval.
 - A. Approval is based on the Site Development Plans dated May 30, 2013. Any changes thereto shall require separate approvals from the Town staff and/or the Planning and Zoning Board as specified in the Town Code.
 - B. Any existing overhead power lines adjoining the site must be placed underground during the redevelopment of the site at the sole expense of the developer.
 - C. The Applicant shall coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at public schools that serve the Town. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.
 - D. The ISLAND HOUSE Project is required to obtain 51 additional TDR dwelling units and receive approval from Town Council to utilize such TDRs for the ISLAND HOUSE Project prior to the issuance of a building permit.
 - E. The ISLAND HOUSE Project shall be reviewed by the Miami-Dade County Fire Department. When the Miami-Dade Fire Department formally reviews the Project, if any substantial site design changes are required, further approval of the Site Development Plan may be required by the Town.
 - F. A unity of title joining Lots 19, 20, 21, and 22, acceptable in form by the Town Attorney, shall be prepared by the Applicant and recorded in the Miami-Dade Public Records.
 - G. The Applicant shall make the following revisions to the site plan and such revisions shall be reviewed and approved by the Town's staff:
 1. Applicant shall make the Third Level (above the lobby and within the breezeway) useable space with railings and acceptable landscaping.
 2. Applicant shall further articulate the Parking Garage on the rear of the building (first level) and the second level (referred to as the East Elevation on Page A-

401 of the Site Plan), by the indentation of 14'7" from the rear set back to align with the breezeway units on the upper floors and to encase the articulation (indentation) with glass (this articulation may cause a loss of two (2) parking spaces).

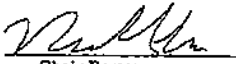
3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
 4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
 5. Applicant shall move the back flow preventer to the side of the building.
 6. Applicant shall add fenestration to the units facing the breezeway.
- H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

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

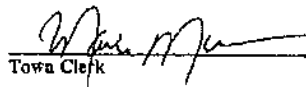
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 16th day of July, 2013.

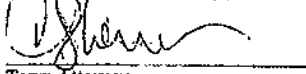
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

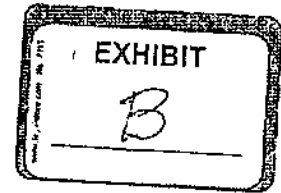
By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



September 19, 2014

Town Council

Robert L. Yon
Mayor

John W. ...
Vice-Mayor

...
Council Member

Joshua D. ...
Council Member

Keith Reid
Council Member

Stefano M. ...
Council Member

Isabel ...
Council Member

Town Officials

...
Town Manager

...
Town Clerk

Craig B. ...
Town Attorney

Matthew Amster, ESQ.
Bercow Radell & Fernandez, P.A.
200 South Biscayne Boulevard, Suite 850
Miami, FL 33131

RE: ISLAND HOUSE PROJECT
9161 & 9201 E. BAY HARBOR DRIVE
LOTS 19-22 OF BLOCK 1

Dear Mr. Amster:

We are in receipt of your email dated September 4, 2014, requesting a zoning approval letter for the above mentioned project. The deadline to submit full construction drawings for the project is October 4, 2016. This extension has been approved recently by the State Legislature enactment of another 2-year extension for local government-issued development orders and building permits.

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

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

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

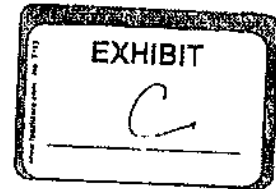
Sincerely,

Ayabidys Martinez
Ayabidys Martinez, CEP
Building and Zoning Supervisor

AM/am

15 YOF JOSEPH J. GARDNER GOVERNMENT CENTER

RESOLUTION NO. 2024



A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM TRIO COMMONS COMMUNITY ASSOCIATION, INC. FOR ITS PROPERTY LOCATED AT 9970, 9976, AND 9980 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Islands House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Trio Commons Community Association, Inc. ("Donor") for its property located at 9970, 9976, and 9980 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town conducted a public meeting in accordance with law on August 11, 2014 and approved the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of eight (8) dwelling units from the Donor Site to the Receiving Site for the Islands House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of eight (8) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

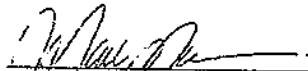
PASSED this 11th day of August, 2014.

TOWN OF BAY HARBOR ISLANDS

BY: 

MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 2029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM 9300 WEST BAY HARBOR DRIVE CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 9300 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Island House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from 9300 West Bay Harbor Drive Condominium, Inc. ("Donor") for its property located at 9300 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on September 8, 2014 and approved the transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

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

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of two (2) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of September, 2014.

TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


TOWN ATTORNEY

RESOLUTION NO. 2068

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM 9201 WBH, LLC. FOR ITS PROPERTY LOCATED AT 9201 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Island House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from 9201 WBH, LLC ("Donor") for its property located at 9201 West Bay Harbor Drive, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on September 16, 2015 and approved the transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

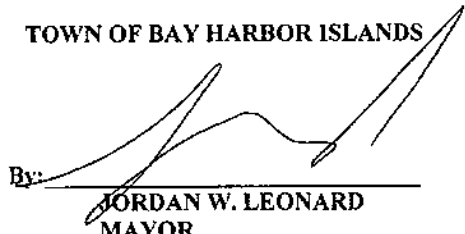
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of five (5) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 16th day of September, 2015.

TOWN OF BAY HARBOR ISLANDS

By: 
JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 2073

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF FOUR (4) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM HABITAT 175 CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 1175 101ST STREET, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, on July 16, 2013, Island Club Towers, LLC received authorization from the Planning and Zoning Board to develop an eighty-seven (87) unit condominium building on Lots 19, 20, 21 and 22, Block 1, Plat Book 46, Page 5, located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, ("Island House Project") pending approval of the Transfer of Development Rights of fifty-one (51) TDR units; and

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Habitat 175 Condominium, Inc. ("Donor") for its property located at 1175 101st Street, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on October 13, 2015 and approved the transfer on four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

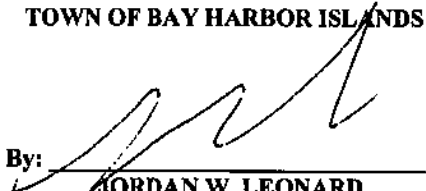
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.

2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of four (4) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 13th day of October, 2015.

TOWN OF BAY HARBOR ISLANDS

By: 

JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

EXHIBIT

D

COPY

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



(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
 TDR UNITS REQUESTED: _____ PROJECT TOTAL UNITS: _____
 APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS
 MIAMI DADE COUNTY, FL

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

RECEIVED
 SEP 22 2015
 REGISTRY

By _____

APPLICANT INFORMATION

Name Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Relationship to Property: Owner		

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail ltauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S) 19,20,21&22 BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010	Current Zoning RM-1	
Property size 1 acre (1.03)	Purchase date 11/1/2001	
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously Four 2-story buildings)		
Dwelling units to be received 2		
Total Dwelling units including TDR 86		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?
☒ Yes ☐ No
If Yes, then provide date of approval 07/16/2013

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 Bay Harbor Holdings, LLC		
Phone (786) 220-0460	e-mail Rmelendi@13fi.com	Fax ()
Address 848 Brickell Avenue, PH1		
City and State Miami, FL		Zip Code 33131
Property Address/Location 10201-10231 East Bay Harbor Drive		
Legal Description: LOT(S) 6,7,8 BLOCK 4		
Folio Number 13-2227-001-0840 & 0850	Current Zoning RM-1	Year built
Property size 0.775 Acres	Purchase date 12-27-2012	
Existing use of the property Multifamily residential building under construction		
Describe Existing Structure on Property 8-story multifamily residential building with total of 40 living units under construction.		
Dwelling units to be transferred to TDR Bank 2		
Units permitted 40		

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 Blanco Surveyors, Inc.(Receiver)		
Address 555 North Shore Drive, Miami Beach, FL 33141		
Phone (305) 865-1200	e-mail blancosurveyorsinc@yahoo.com	Fax (305) 865-7810

Name of Surveyor Royal Point Land Surveyors, Inc. (Donor)		
Address 6175 NW 153rd Street, Suite 321, Miami Lakes, FL 33014		
Phone (305) 822-6020	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

Signature of Owner (Applicant)

9/16/2015
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of September, 2015,
by INDA Lawbe on behalf of
Island Club Towers 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:



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Joanna Alonso
Notary Public, State of Florida

Print Name: Joanna Alonso

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____) He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

RECEIVER SITE

Signature of Owner (Applicant) _____ Date

Signature of Owner (Co-Applicant) _____ Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ on behalf of
_____, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

Signature of Owner (Applicant) _____ Date 9/22/15

Signature of Owner (Co-Applicant) _____ Date

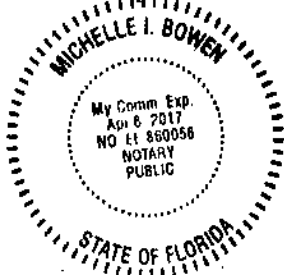
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

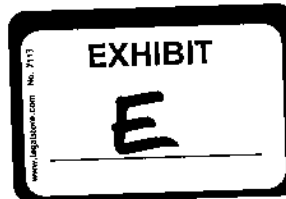
The foregoing instrument was acknowledged before me this 22nd day of September, 2015,
by Victor Ballester on behalf of
Bay Harbor Holdings, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:

Michelle I. Bowen
Notary Public, State of Florida

Print Name: Michelle I. Bowen





CFN: 20150601886 BOOK 29781 PAGE 1152
DATE: 09/17/2015 03:40:41 PM
DEED DOC 1,248.00
SURTAX 936.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument prepared by, record and return to:

Jennifer Snyder, Esq.
SNYDER GROISMAN, P.A.
21500 Biscayne Boulevard, Suite 401
Aventura, FL 33180

Folio No. N/A

[Space above line reserved for recording office use]

**WARRANTY DEED
FOR TRANSFER OF DEVELOPMENT RIGHTS AND DECLARATION OF RESTRICTIONS**

THIS INDENTURE, made as of the 10th day of September, 2015 between **T.C.P.C. Corporation**, a Florida corporation, whose post office address is 10001 East Bay Harbor Drive, 4S, Bay Harbor Islands, FL 33154, hereinafter called Grantor, and **Le Jardin House, LLC**, a Florida limited liability company, whose post office address is 1135 Kane Concourse, 6th Floor, Bay Harbor Islands, FL 33154, hereinafter called Grantee:

(wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to the Grantor in hand paid by the Grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the Grantee and the Grantee and the Grantee's heirs, successors and assigns forever, **FOUR (4) UNITS OF DEVELOPMENT RIGHTS** (the "**Development Rights**") as set forth in the Town of Bay Harbor Island Zoning and Planning Code (the "**Town Code**"), Section 23.22.2 and Resolution No. 2064 from the following described property (the "**Donor Parcel**") situate, lying and being in Miami-Dade County, Florida to wit:

Lots 17 and 18, Block 4, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, Public Records of Miami-Dade County, Florida.

AND THE GRANTOR DOES HEREBY FULLY WARRANT the title to said Development Rights and will defend the same against the lawful claims of all person, whosoever, and the Grantor hereby represents that the transfer of the Development Rights to the Grantee herein has been approved by the Town of Bay Harbor Islands in accordance with the requirement of the Town Code, avers that the Rights are hereby severed and extinguished from the Donor Parcel.

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

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

Lots 7 and 8, Block 6, of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

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

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

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents effective as of the day and year first above written, with the joinder and consent of the Grantee.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

T.C.P.C. Corporation, a Florida corporation

By: Robert C. Kanuth
Name: Robert Kanuth, President

[Signature]
Print name: JOHN WARSING

[Signature]
Print name: Carry B. [unclear]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by **Robert Kanuth**, as President of **T.C.P.C. Corporation, a Florida corporation**, who ☒ is personally known to me or ☐ produced _____ as identification.

[Signature]
Notary Public

Print name: Georgina Morgan

My commission expires: April 21, 2017



Georgina Morgan
COMMISSION # FF 010127
EXPIRES: APR. 21, 2017
WWW.AARONNOTARY.COM

JOINDER AND CONSENT BY RECEIVING PARCEL OWNER

The undersigned owner of the Receiving Parcel hereby joins in and consents to the above foregoing Warranty Deed for Transfer of Development Rights and Declaration of Restrictions and acknowledges that the same is and shall be binding upon the undersigned owner.

EXECUTED by the undersigned on the ____, day of September, 2015, to be effective on the date first written above.

Signed, sealed and delivered in the presence of Witnesses:

Witnesses:

Print name: EDWARD BACA GARCIA

Print name: Paul Barsky

Le Jardin House, LLC, a Florida limited liability company

By: Verzasca Management, LLC, a Florida limited liability company, its Manager

By: Darius Kasparaitis
Darius Kasparaitis, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of September, 2015, by **Darius Kasparaitis**, as Manager of **Le Jardin House, LLC**, a Florida limited liability company, who ☒ is personally known to me or ☐ produced _____ as identification.

Georgina Morgan
Notary Public

Print name: Georgina Morgan

My commission expires: April 21, 2017



Georgina Morgan
COMMISSION # FF010127
EXPIRES: APR. 21, 2017
WWW.AARONNOTARY.COM

AGENDA ITEM REPORT

August 10, 2015

ITEM NUMBER: 14.

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

DESCRIPTION:

Donor Site:	10001	E. Bay Harbor Drive	(the Anchorage)
Receiving Site:	1150-60	102nd Street	- (vacant)
Number of units		to be transferred:	4
Price per unit:			\$52,000

On January 6, 2015, the Planning & Zoning Board approved the site development to be located at 1150-60 102nd Street. The proposed project is a 30 unit multi-family residential development located in the RM2 District.

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	1150-102 - 10001 EBHD.pdf
2.	Staff report - Town Planner	Anchorage condo to - Le Jardin.pdf
3.	Staff report - bldg	Staff Report - Bldg 10001 EBHD.pdf
4.	staff report - code	staff report - code 10001 ebhd.pdf
5.	Site Plans	1050-102st site plans.pdf



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

(For official use only)	
DATE RECEIVED: <u>7/20/15</u>	TDR UNIT COST: \$ <u>52,000</u>
TDR UNITS REQUESTED: <u>4</u>	PROJECT TOTAL UNITS: <u>30</u>
APPROVAL DATE: _____	APPROVED BY: _____

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

APPLICANT INFORMATION

Name <u>TPCP CORP. dba 'ANCHORAGE'</u>		
Phone <u>(661) 543 7381</u>	e-mail <u>robert.kanwisher@msn.com</u>	Fax ()
Address <u>10001 EAST BAY HARBOR DRIVE APT 4 South</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>		Zip Code <u>33154</u>
Relationship to Property: <u>PRESIDENT</u>		

RECEIVER SITE INFORMATION

Owner's Name <u>VERZASCA GROUP</u>		
Phone <u>(305) 804-3051</u>	e-mail	Fax ()
Address <u>1135 Kane Concourse, 6th Floor</u>		
City and State <u>BAY HARBOR ISLAND, FL</u>		Zip Code <u>33155</u>
Property Address/Location <u>1150-1160 102nd Street, Bay Harbor, FL</u>		
Legal Description: LOT(S) <u>7-8</u> BLOCK <u>6</u>		
Folio Number <u>13-2227-001-1320</u> <u>13-2227-001-1310</u>	Current Zoning <u>Residential/RM-2</u>	
Property size <u>22,500</u>	Purchase date <u>01/15/2015</u>	
Existing use of the property <u>VACANT LAND</u>		
Describe Existing Structure on Property <u>VACANT</u>		
Dwelling units to be received <u>4</u>		
Total Dwelling units including TDR <u>30</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 01/16/15
If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name <u>TPCP CORP dba 'ANCHORAGE'</u>		
Phone <u>(561) 543 7381</u>	e-mail <u>robertkanuth@msn.com</u>	Fax ()
Address <u>10001 East Bay Harbor Dr. Apt 4 South</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>SAME</u>		
Legal Description: LOT(S) <u>17 1/2</u> BLOCK <u>#4</u>		
Folio Number <u>13-2207-025-0010</u>	Current Zoning <u>RM-2</u>	Year built <u>1955</u>
Property size <u>.5195 ACRES</u>	Purchase date	
Existing use of the property <u>8 unit co-op</u>		
Describe Existing Structure on Property <u>4 floors, 2 units per floor</u>		
Dwelling units to be transferred to TDR Bank <u>4</u>		
Units permitted <u>10 EXCESS TDR'S</u>		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

Name of Surveyor	BEN STIGLER - JOHN IBATINA, ASSOC.		
Address	777 NW 7th AVE. Suite 3025 Miami FL 33126		
Phone (305) 262-0400	e-mail	Fax (305) 262-0401	

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

EBB 06/18/2015
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 18 day of June, 2015,
by LEENA BEVZA on behalf of
Le Jardin House, LLC, a Florida (corporation) (partnership) (Other:
Driver License # 293074 He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.



[Signature]
Notary Public, State of Florida

Print Name: DMITRY ROMANOV

DONOR SITE

Robert C Kanuth June 3, 2015
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 5th day of June, 2015,
by Robert Kanuth on behalf of
Anchorage / TCR Corp., a Florida (corporation) (partnership) (Other:
(type of identification produced) as identification and did take
an oath.

My Commission Expires:



Georgina Morgan
COMMISSION # FF 010127
EXPIRES: APR. 21, 2017
WWW.AARONNOTARY.COM

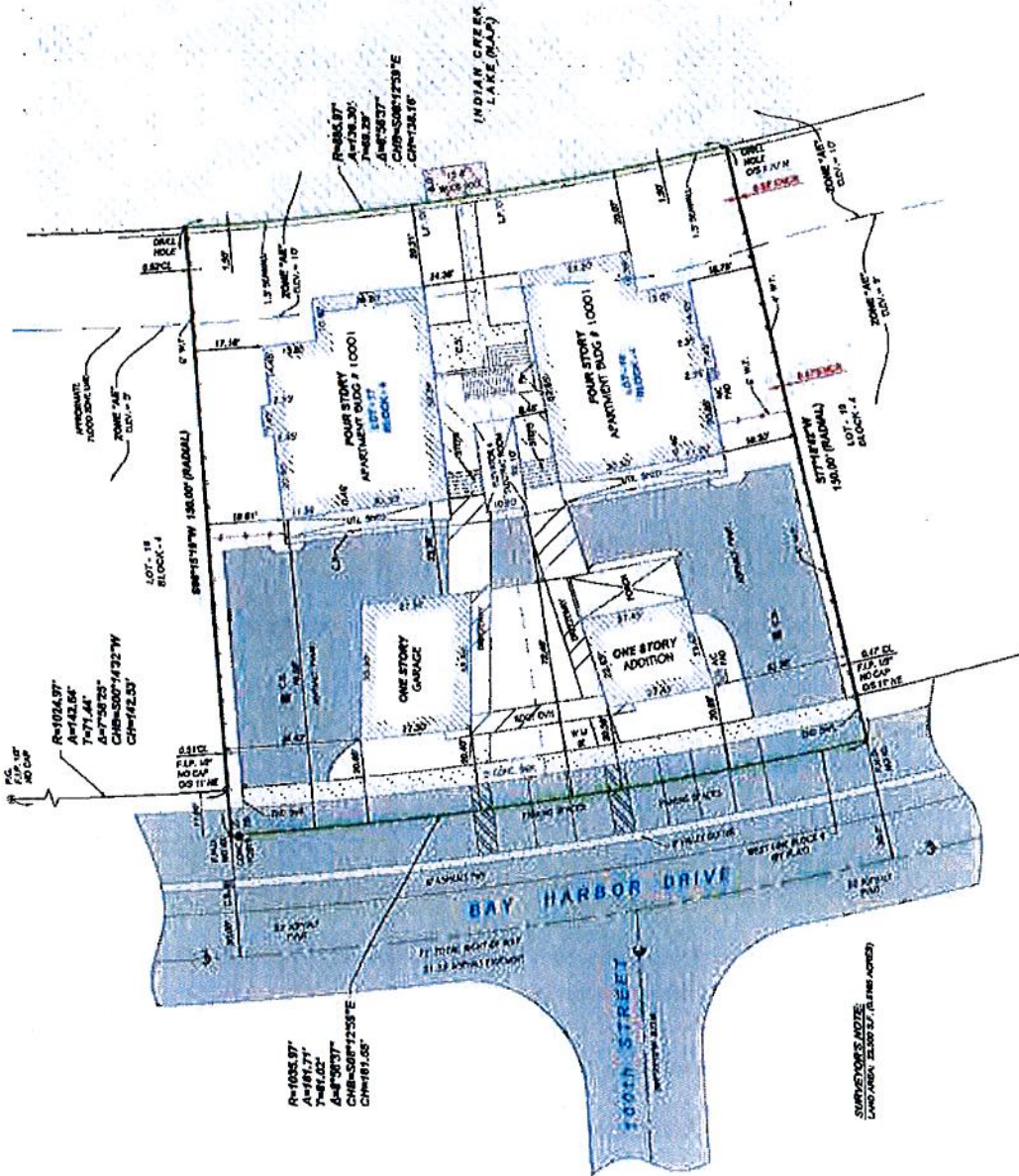
[Signature]
Notary Public, State of Florida

Print Name: Georgina Morgan



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mapmakers
10000 N. 10th Avenue, Suite 100, Denver, CO 80231
Tel: 303.755.1100 Fax: 303.755.1101
www.jibarra.com

MAP OF BOUNDARY SURVEY



SURVEYOR'S NOTE:

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:
 LOTS 17 AND 18, BLOCK 1, BAY HARBOR ISLAND, ACCORDING TO THE
 PLAT THEREOF AS RECORDED IN PLAT BOOK NO. 41813, OF THE PUBLIC
 RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SUPPLEMENT'S NOTES:

SURVEYOR'S NOTE:

PROPERTY ADDRESS

PROPERTY ADDRESS:
1001 E BAY HARBOR DRIVE,
BAY HARBOR FL 33414

CALL NOW TO ACCOMPLISH

[illegible]

• YOU CAN'T MISS IT NOW.

[illegible]

STUDY 2

SENATOR'S HOUSE
 THE SENATORS ARE INFORMED TO AMENDED MEMORIAL BY, SAID PLAT
 AT THE REQUEST OF THE PROPRIETOR, FIVE BOUNDS ARE THEN FORWARDED
 TO COUNTY, KANSAS ARCH.
 THE CLERK OF THE JUDICIAL SUPREME COURT FIVE IT.
 CERTIFICATE OF AUTHORITY FOR IS A REAL
 THE SUBJECT PROPERTY ARE WITHIN TWO,000 FEET. THE SIXTY, FIFTY AND
 "46" FEET, 40 FEET.

CUMULATIVE CERTIFICATES

SURVIVORS CERTIFICATION:
I hereby certify that the foregoing is a true and correct copy of the original as submitted to me by the applicant and that the same has been compared with the original and found to be correct and true.

[Signature] 6/20/2015

CARD OF NAME **DATE/TIME**

[illegible]

1

1



QAD NEW QSA

DATE: _____

3.000000	3.000000
----------	----------

FIELD DATE

SYNVEY MO: 15

[illegible]

SEAL



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

727 N.W. 73rd AVENUE
SUITE 5025
MIAMI, FLORIDA 33126
PH: (305) 282-0400
FAX: (305) 282-0401

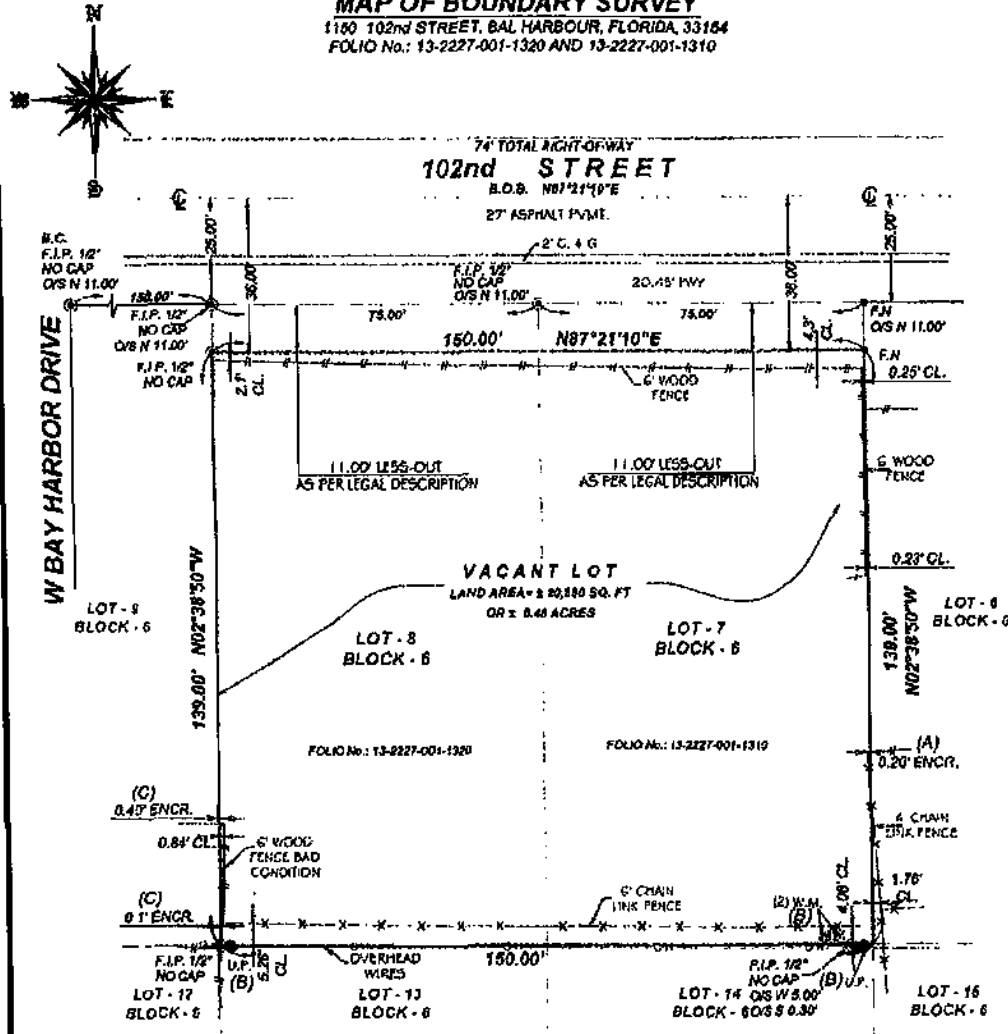
WWW.IBARRALANDSURVEYORS.COM

2804 DEL PRADO BLVD SOUTH
SUITE NO. 204 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 840-2560
FAX: (239) 840-2564



MAP OF BOUNDARY SURVEY

1180 102nd STREET, BAL HARBOUR, FLORIDA, 33154
FOLIO No.: 13-2227-001-1320 AND 13-2227-001-1310



ENCROACHMENT NOTES:

- A. EAST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CHAIN LINK FENCE IS ENCROACHING INTO THE SUBJECT PROPERTY.
- B. SOUTH SIDE OF THE SUBJECT PROPERTY, UTILITY POLE AND WATER METER LIES ONTO THE SUBJECT PROPERTY.
- C. WEST SIDE OF THE SUBJECT PROPERTY, NEIGHBOR'S CONCRETE SLAB IS ENCROACHING INTO THE SUBJECT PROPERTY.

SURVEYOR'S NOTE:

- 1. THE SUBJECT PROPERTY IS VACANT LAND. THE ADDRESS IS PLUS OR MINUS AND SHOULD BE VERIFIED BY MIAMI-DADE COUNTY.



LEGAL DESCRIPTION:

LOT 7, LESS THE NORTH 11 FEET THEREOF, AND LOT 8, LESS THE NORTH 11 FEET THEREOF, BLOCK 6, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CERTIFICATION:

TR DEVELOP, LLC
GARY SILBERMAN, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:	E.O.
SCALE:	1"=30'
FIELD DATE:	07/19/2014
SURVEY NO:	14-002548-1
SHEET:	2 OF 2



1st **1. PURCHASE AND SALE:** Le Jardin House, LLC ("Buyer")

2nd agrees to buy and T C P C CORPORATION ("Seller")

3rd agrees to sell the property described as: Street Address:
Four (4) Transfer of Development rights of Property at 10001 E Bay Harbor Dr. 4 S. Bay Harbor Islands, FL

4th

5th Legal Description:

6th Lots 17 & 18 in Block 4 of BAY HARBOR ISLAND, according to the Plat thereof, as recorded in PB 46 at Page 5 of the Public
Records of Miami-Dade County, Florida. Folio# 13-2227-025-0001

7th and the following Personal Property:

None

8th

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is
10 the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13th **2. PURCHASE PRICE:** \$ 208,000.00

14th (a) Deposit held in escrow by Fidelity National Title Insurance Company \$ 20,000.00

15th (b) Additional deposit to be made within _____ days from Effective Date \$ _____

16th (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17th (d) Other: _____ \$ _____

18th (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ 188,000.00
19 certified or cashier's check or wire transfer. 180,000.00

20th ~~3. THIRD PARTY FINANCING:~~ Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for

21st third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of _____

22nd years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____ % per year or variable interest rate not

23rd to exceed ☐ _____ % at origination with a lifetime cap not to exceed _____ % from initial rate, with additional terms as follows:

24th

25th ~~Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,~~

26th ~~employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining~~

27th ~~financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from~~

28th ~~Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be~~

29th ~~returned to Buyer in accordance with Paragraph 9.~~

30th Buyer (Le Jardin House, LLC) (T C P C CORPORATION) and Seller (T C P C CORPORATION) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed
32* ☒ other special deed to be recorded, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) approval of the supplemental TDR Application for four (4) TDR's by
35* the Town of Bay Harbor Islands ("BHI");
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* needed for a multi-family development project approved by the Town of BHI Planning and Zoning Board & Town Council
("BHI Approval").

38* (a) **Evidence of Title:** Seller will, at (check one) ☐ Seller's ☒ Buyer's expense and within 5 days ☐ from Effective Date
39* ☒ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 (b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 (c) **Survey:** (check applicable provisions below)
57* ☒ Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61* ☐ Buyer will, at ☒ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period provided such
encroachments or deed restrictions reduce the allowable three (3) TDR's to be purchased.

65 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 (e) **Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in Miami-Dade County, Florida
68* within seven (7) days upon obtaining BHI Approval ("Closing Date"), unless otherwise extended
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 5 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 (a) **Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 ~~(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll;~~
76 ~~tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of~~
77 ~~the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information~~
78 ~~regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors~~
79 ~~authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth~~
80 ~~facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer~~
81 ~~will provide the closing statement, mortgages and notes, security agreements and financing statements.~~

82* Buyer () and Seller () acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

~~(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☐ as of Closing Date ☐ as of _____; real estate taxes; bond and assessment payments assumed by Buyer; interest; rents; association dues; insurance premiums acceptable to Buyer; operational expenses and _____.~~
~~If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting the Property: _____.~~
~~Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.~~
(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

6. ESCROW: Buyer and Seller authorize Fidelity National Title Insurance Company

Telephone: _____ Facsimile: _____ Address: _____
13800 N.W. 14th Street, Suite 190, Sunrise, Florida 33323 to act as "Escrow Agent"

to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in ☐ a non-interest bearing escrow account ☒ an interest bearing escrow account with interest accruing to TCLC Corp with interest disbursed (check one) ☒ at closing ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

~~**7. PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the property. (Check (a) or (b))~~

~~☐ (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.~~
~~☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties, zoning and zoning restrictions, flood zone designation and restrictions, subdivision regulations, soil and grade, availability of access to public roads, water, and other utilities, consistency with local, state and regional growth management and comprehensive land use plans, availability of permits, government approvals and licenses, compliance with American with Disabilities Act, absence of asbestos, soil and ground water contamination, and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.~~

~~(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.~~

~~(d) Disclosures:~~

~~1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.~~

~~2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.~~

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent ☐ without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. ~~If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.~~

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: DevStar Realty LLC 17201 Biscayne Blvd North Miami Beach, FL 33160

who is ☐ an agent of _____ ☒ a transaction broker ☐ a nonrepresentative and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify)

Seller shall pay a commission of five percent (10%) of the Purchase Price

equal to Twenty Thousand, Eight Hundred Dollars (\$20,800)

to be paid from Seller's proceeds due upon closing

(b) Cooperating Broker: _____

who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative and who will be compensated by ☐ Buyer ☐ Seller ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a cooperating broker ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Buyer AS () and Seller John () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

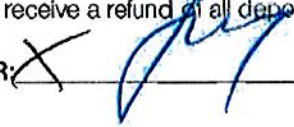
196 14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☒ Other See Attached Addendum *?
199* ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Other _____
200* ☐ Seller Representations ☐ Seller Financing ☐ Other _____

201 15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party.

208 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY
209 PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE
210 IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,
211 INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF
212 TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND
213 OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
214 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC
215 RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY
216 SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY
217 CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

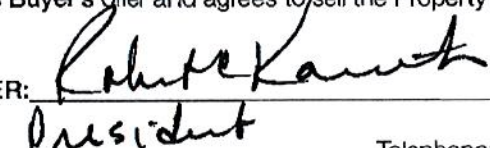
218* DEPOSIT RECEIPT: Deposit of \$ _____ by ☐ _____ check ☐ other _____ received on
219* _____ by _____
220 _____ Signature of Escrow Agent

221 OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a
222 signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. ☐ p.m. on _____,
223 Buyer may revoke this offer and receive a refund of all deposits.

224* Date: _____ BUYER:  Tax ID No: _____
225* Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ BUYER: _____ Tax ID No: _____
228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (☐ subject to the
231 attached counter offer).

232* Date: 06/06/15 SELLER:  Tax ID No: _____
233* Title: President Telephone: _____ Facsimile: _____
234* Address: _____

235* Date: _____ SELLER: _____ Tax ID No: _____
236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* Buyer (____) (____) and Seller () acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Town of Bay Harbor Islands
P.O. Box 546620
Bay Harbor Islands, FL 33154

Payee: LE JARDIN HOUSE, LLC
Date: 7/20/2015 Time: 1:15 PM
Receipt Number: MAIN / 89373
Clerk: scherrie

ITEM	REFERENCE	AMOUNT
MISC	TDR FEE	1,000.00
Total:		1,000.00
Check	1015	1,000.00
Change:		0.00

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP *MEU*

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 7/24/2015

Re: Transfer of Development Rights (TDR)

CC:

Le Jardin (30 Total DU)

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

TDR Request – 4 Private DU

Donor Site: 10001 E. Bay Harbor Dr. / Lots 17 & 18 of Block 4 (Anchorage Condo)

Receiving Site: 1150-60 102nd Street / Lots 7 & 8 of Block 6 (Le Jardin)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Le Jardin) was granted a revised Site Development Plan approval by the Town's PZ Board on January 6th, 2015 for a total of 30 DU. The survey submitted shows that the site conveyed the 11-foot right-of-way to the Town for parking as many others did in the past. Condition "H" of Resolution No. 2040 requires that the applicant vacate the 11-foot area on each lot prior to the issuance of building permits. MMPA is not aware of the status of issue. Assuming the right-of-way is vacated, the allowable base zoning density of 34 DUA would allow for 18 DU on the receiving site once the 11-foot area is vacated (.52 acres X 34 DUA = 17.68 or 18 DU). Since the proposed project includes 30 total dwelling units this requires the acquisition of 12 TDR units. The receiving site has submitted a concurrent application to contract with 9901 EBHD (Harbor Park) for two (2) private TDR units.

The donor site is currently developed as the two-lot / 8 DU Anchorage Condominium complex that was built in 1955. The survey submitted to MMPA, shows the donor site never conveyed the 11-foot right-of-way to the Town for parking as many others did in the past; therefore, the lots are considered full lots. The total donor site land area is 22,600 sq. ft. / .52 acres is size according to the survey and is entitled to 18 DU (.52 acres at 34 DUA = 17.68 or 18 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down).

July 24, 2015

With 8 DU existing on the site and 18 DU allowed by right, the donor site has the ability to convey the four (4) TDR units requested. If the 4 TDR units requested are approved, the donor site will still have 6 TDR units available.

Additionally, if the 4 TDR units request are approved for the receiving site, as well as the 2 TDR units in the concurrent application (Harbor Park), the receiving site will still need to acquire an additional 6 TDR units.

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



July 30, 2015

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Doris Marano
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ 1150-1160 102 STREET
Transfer of Development Rights
10001 E. Bay Harbor Drive
Folio #13-2227-025-0001

Dear Mrs. Siegel:

As per you request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - None Observed

ELECTRICAL REPAIRS - None Observed

MECHANICAL REPAIRS - None Observed

PLUMBING REPAIRS - None Observed

This building was build in 1955. The building was re-certified in 2010. There next report is not due until 2020. See copy of their re-certification attached.

Attached are pictures of the property for your records.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, CBO
Chief Building Official
DEL/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



July 14, 2010

Anchorage Co-Op
10001 E. Bay Harbor Drive
Bay Harbor Islands, Florida 33154

**LETTER OF BUILDING RE-CERTIFICATION
IN ACCORDANCE WITH ORDINANCE #75-34
(AMENDED BY ORDINANCE 92-1)**

Town Council

Isaac Salver
Mayor

Jordan W. Leonard
Vice-Mayor

Stephanie Bruder
Councilwoman

Salange M. Rousselot
Councilwoman

Alberto Roder
Councilman

Francisco J. Temprano
Councilman

Robert H. Yaffe
Councilman

Town Officials

Ronald J. Wesson
Town Manager

Marlene Marante
Town Clerk

Craig B. Stiermor
Town Attorney

**PROPERTY ADDRESS: 10001 E. Bay Harbor Drive
FOLIO NUMBER: 13-2227-025-0001
LOT(S) 17-18 / BLOCK 4**

Dear Association:

This Office is in receipt of your Architect/ Engineer structural report by Juan E. Berry, RA NCARB dated April 1, 2010 stating that the above referenced building has been examined and found to be structurally safe for its continued occupancy.

Based on acceptance of this report we herewith grant this LETTER OF RE-CERTIFICATION for the above subject premises in accordance with Metropolitan Dade County Ordinance No. 75-34 and 92-1, Section 104.8.

The expiration date of this approval, as stated in said Ordinances is every ten years, which will expire on 2020. This re-certification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in Subsection 202.2 of the South Florida Building Code.

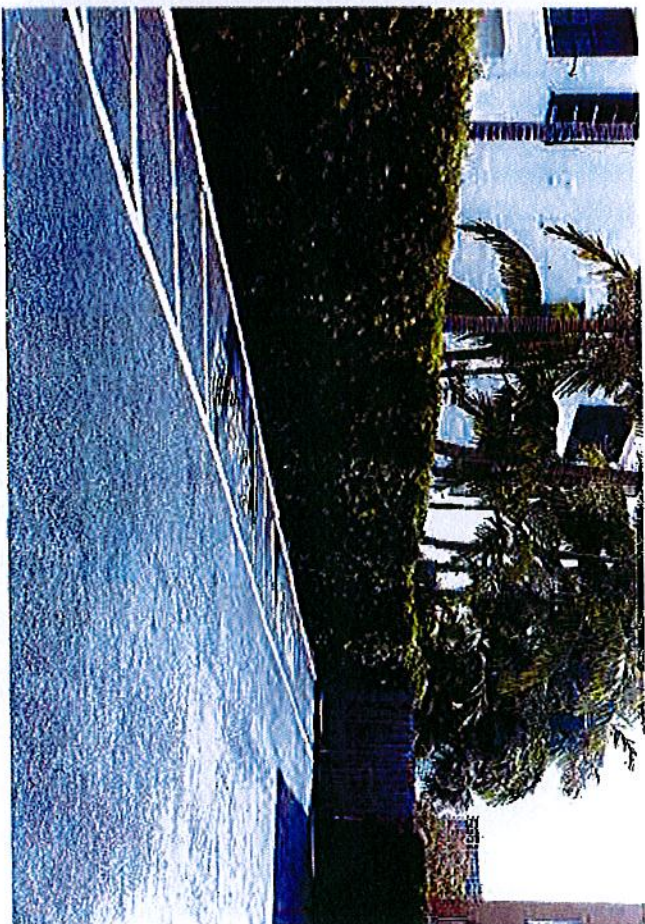
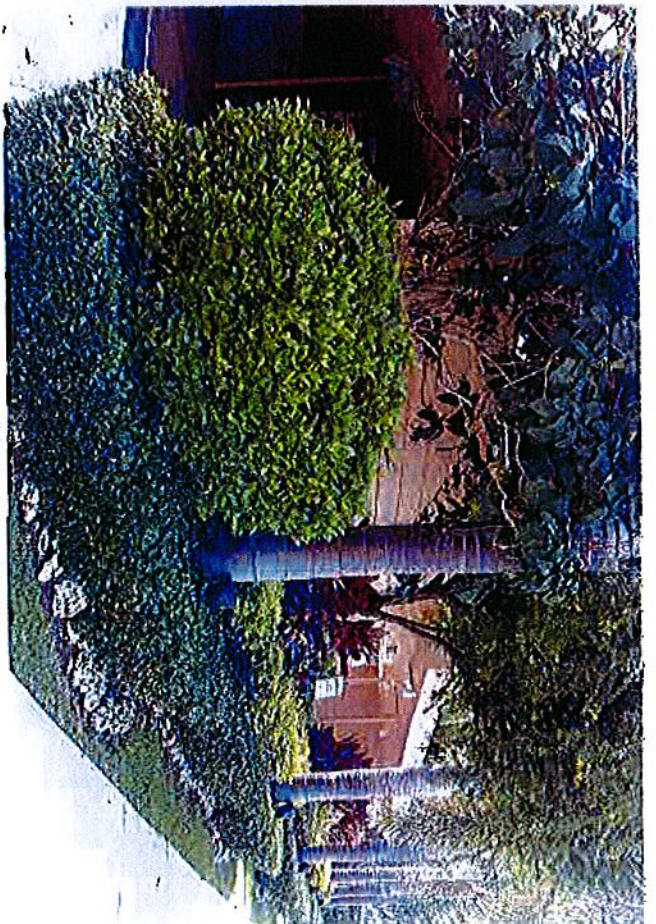
As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety or any portion of this structure.

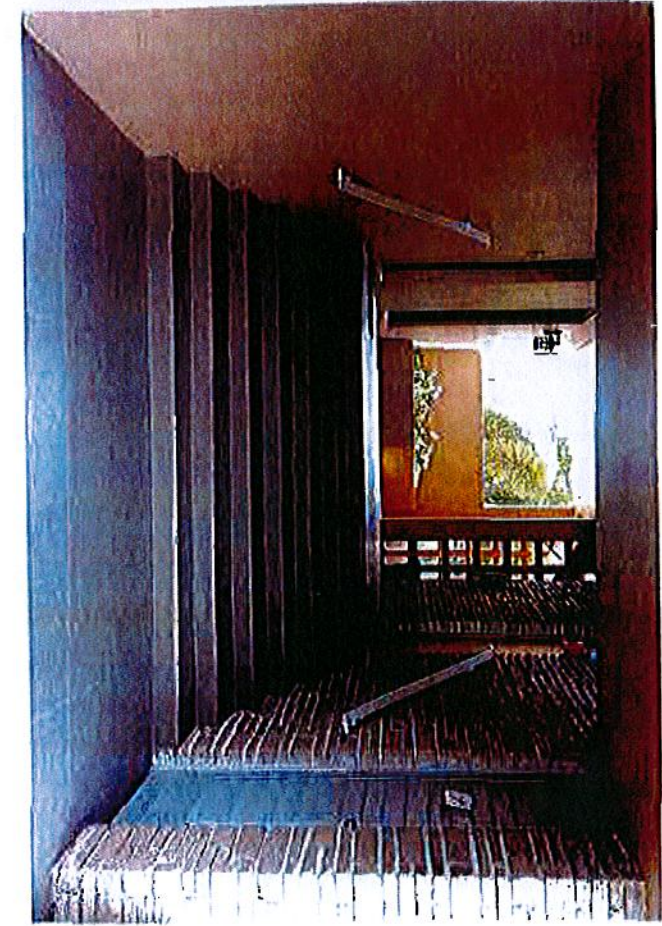
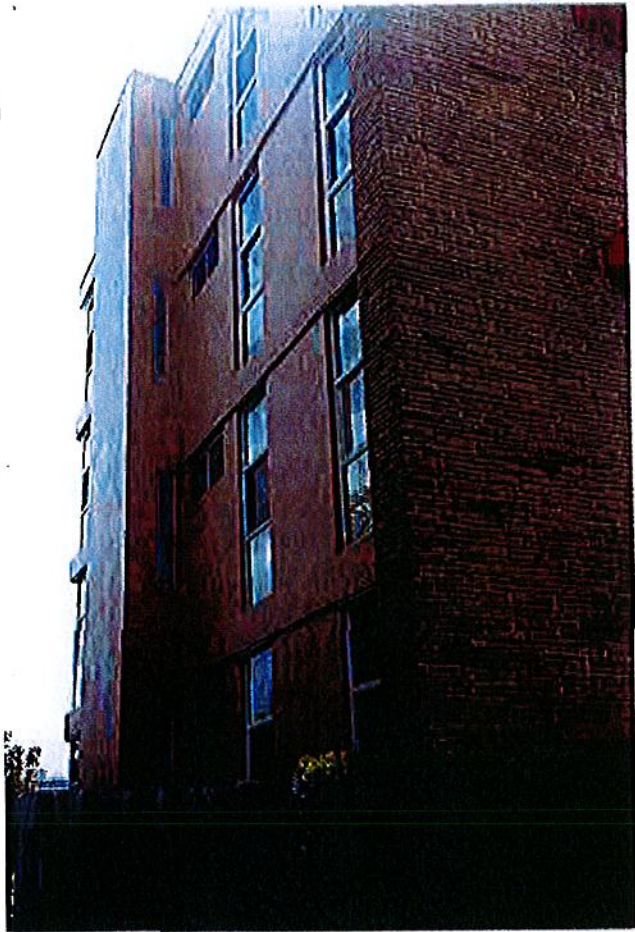
However, based on the term stated in the Ordinance 75-34, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for re-certification A/E structural report on file with this Office

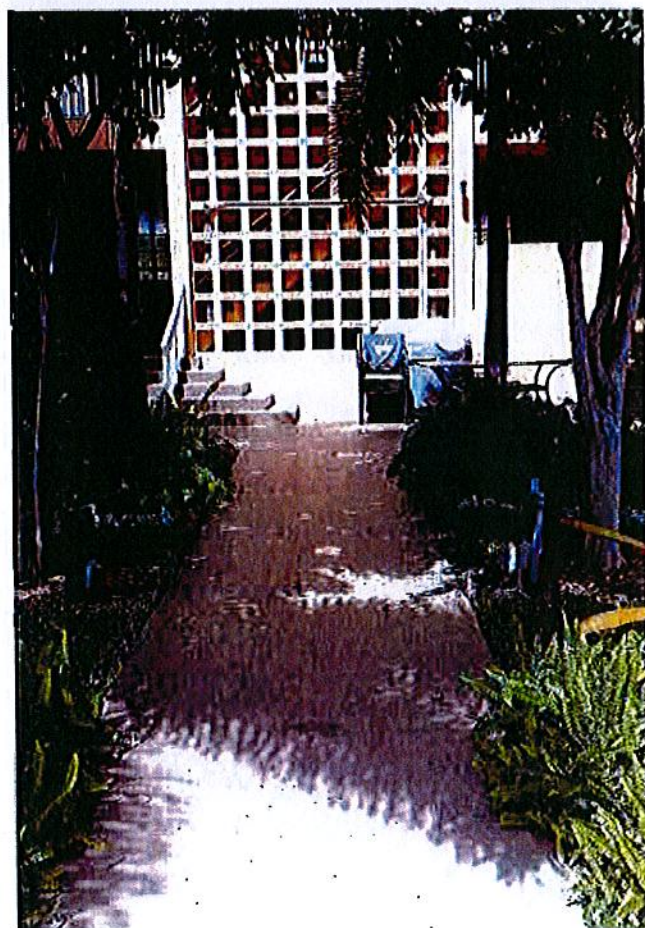
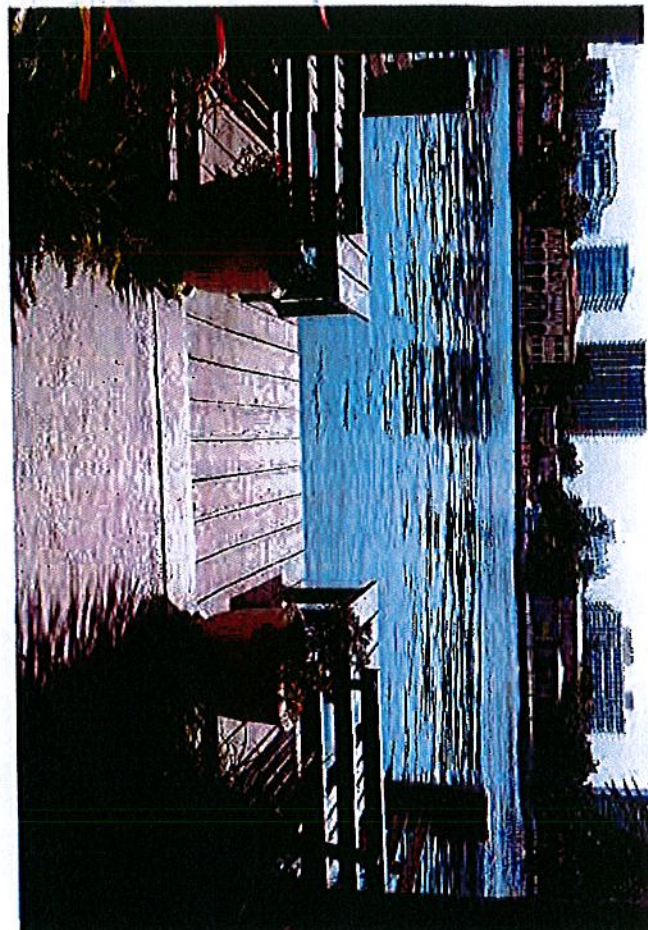
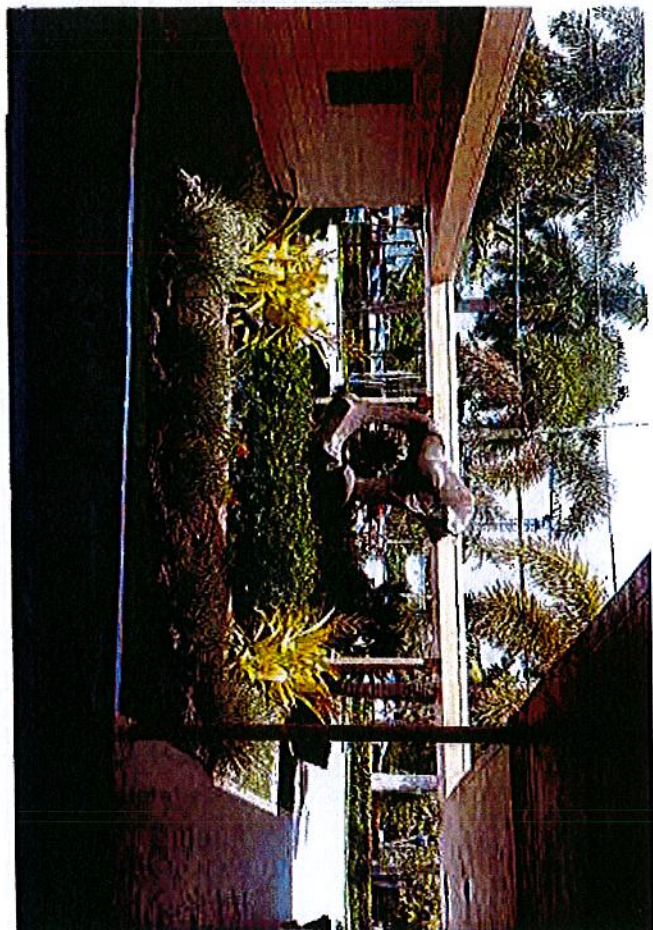
Sincerely,

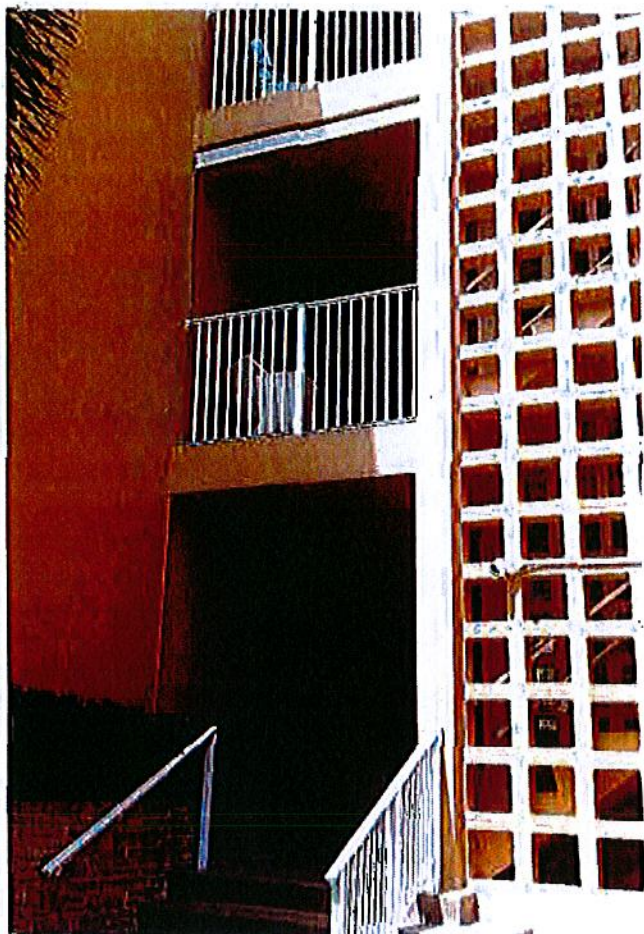
Dale E. Lee, CBO
Chief Building Official
DEL/am

cc: Building Code Compliance Office
MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER









Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: July 30, 2015

Property Address: The Anchorage Co-Op
10001 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



Front view- No violations observed.



Rear view- No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



Dock view- No violations observed.



Stairwell view- No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Inspection



Courtyard- No violations observed.



OFFICE OF THE PROPERTY APPRAISER

Generated On : 12/24/2015

	Folio	Sub-Division	Owner	Address
1	13-2227-025-0010	ANCHORAGE CO-OP	MITTIE F SIMMONS JTRS MARY M SIMMONS JTRS	10001 E BAY HARBOR DR UNIT: 1N Bay Harbor Islands
2	13-2227-025-0020	ANCHORAGE CO-OP	GEORGE LAUGHLIN	10001 E BAY HARBOR DR UNIT: 2N Bay Harbor Islands
3	13-2227-025-0030	ANCHORAGE CO-OP	THOMAS A BRUDER & W KATHLEEN R	10001 E BAY HARBOR DR UNIT: 3N Bay Harbor Islands
4	13-2227-025-0040	ANCHORAGE CO-OP	DANIEL MC KEOWN	10001 E BAY HARBOR DR UNIT: 4N Bay Harbor Islands
* No deed found through Recorded Documents or Property Appraiser websites				
5	13-2227-025-0050	ANCHORAGE CO-OP	JBPS LLC	10001 E BAY HARBOR DR UNIT: 1S Bay Harbor Islands
6	13-2227-025-0060	ANCHORAGE CO-OP	LESLEY VISSER KANUTH	10001 E BAY HARBOR DR UNIT: 2S Bay Harbor Islands
7	13-2227-025-0070	ANCHORAGE CO-OP	THOMAS L WELSTEAD & W YVONNE	10001 E BAY HARBOR DR UNIT: 3S Bay Harbor Islands
8	13-2227-025-0080	ANCHORAGE CO-OP	ROBERT C KANUTH JR	10001 E BAY HARBOR DR UNIT: 4S Bay Harbor Islands



CFN 2011R0463912
OR Bk 27755 Pg 4829f (1pg)
RECORDED 07/14/2011 10:11:11
DEED DOC TAX 900.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

© 2005 D.C. CORPORATE SEAL

W. D. H. C. CORPORATION

The registered owner of this Certificate, are entitled to the use and occupancy of Apartment 2-S, Floor 2, and
deluge space last end of the Anchorage Apartments, 10001 E. Bay Harbor Drive, Bay Harbor Islands, Florida.
MITTIE F. SIMMONS AND MARY MITTIE SIMMONS AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP

ONE Shares of the Capital Stock of
W. D. H. C. Corporation, Inc. fully paid and non-assessable
transferable only on the books of the Corporation by the holder hereof in
person or by attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 30 day of June, 2011 at D.C.

W. D. H. C. Corporation
SECRETARY

W. D. H. C. Corporation
DIRECTOR

0.00
DOCS1PDEE
HARVEY RUVIN, CLERK DADE COUNTY, FL

89

D. Q. H. Q. Corporation
INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

AUTHORIZED CAPITAL STOCK
* SHARES COMMON STOCK, WITHOUT NOMINAL OR PAR VALUE

The registered owners of this Certificate are entitled to the use and occupancy of Apartment 1111, Floor 11th and 12th, of the Anchorage Apartments, 10001 E. Bay Harbor Drive, Bay Harbor Islands, Florida.

THIS CERTIFICATE *Alondra Aquino and 1000 E. Bay Harbor Drive* is the owner of **ONE** Share of the Capital Stock of **D. Q. H. Q. Corporation, Inc.** fully paid and non-assessable transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 8 day of March 1997.

John R. Friedman
SECRETARY

[Signature]
PRESIDENT

10001 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

02R033653 2002 JAN 17 13:59

20149PG1829

ST. REC. BK.

SECRET

This instrument prepared by:
STEVEN K. BAIRD, P.A.
5981 N.E. 6 Avenue
Miami, Florida 33137

Folio No. 13-2227-025-0050

CFN 2014R0235804
DR Bk 29092 Ps 1139; (1ps)
RECORDED 04/02/2014 11:20:36
DEED DOC TAX 2,220.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

ASSIGNMENT OF STOCK CERTIFICATE

This instrument made this 13th day of March, 2014, by Carolina Loperena, ("Assignor") as the owner legal and holder by assignment of Stock Certificate Numbered 87, representing one (1) share dated April 12, 2000, of T.C.P.C. Corporation, a Florida corporation d/b/a The Anchorage. Such assignment to Assignor was filed for record on September 24, 2004 in Official Records Book 22679, at Page 0176, of the Public Records of Miami-Dade County, Florida, after having been assigned by J. Gabriel Loperena and Carolina Loperena to Carolina Loperena by that certain Assignment of Stock Certificate dated September 15, 2004 and recorded in Official Records Book 22679, at Page 0175, of the Public Records of Miami-Dade County, Florida, legally describing the property as follows: Stock Certificate for 1 share in and to Apartment No. 1-S of The Anchorage Apartments located at 10001 E. Bay Harbor Drive, Bay Harbor Islands, Florida, and further described:

Apartment No. 1-S, of The Anchorage Apartments, located on: Lots 17 and 18 in Block 4 of BAY HARBOR ISLANDS, according to the Plat thereof as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

Assignor for herself and her beneficiaries, heirs, executors and assigns hereby assigns, conveys and transfers all of her rights, title and interests in and to said Stock Certificate to JBPS, LLC, a Connecticut limited liability company, its representatives, successors and assigns forever ("Assignee"), whose address is 10001 E. Bay Harbor Drive, (Unit 1-S) Bay Harbor Islands, Florida 33154, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration.

The subject property is not the homestead of Assignor nor is it contiguous thereto. Assignor's homestead is 720 NE 69 Street, Unit 3-S, Miami, Florida 33138.

IN WITNESS WHEREOF, the Assignor has set her hand and seal on this 13th day of March, 2014.

WITNESSES:

Stefan Pigan
Print Name: STEFAN PIGAN

Carolina Loperena

Carolina Loperena

Print Name: Michael J. Conway

STATE OF FLORIDA)

MIAMI-DADE COUNTY)

The foregoing instrument was acknowledged before me this 13th day of March 2014, by Carolina Loperena. She is personally known to me or produced _____ as identification.

Stefan Pigan
Name: _____
Notary Public, State of Florida
My commission Expires On: _____
Commission No. _____



\\Baird\share\baird\Juckins-Zaney 13 - 63\Condominium Property\Warranty Deed -Condominium .wp

W/C M.J.D SERVICES, INC. for:--
Moraitis, Cofar, Karney & Moraitis
915 Middle River Drive, Suite 506
Fort Lauderdale, FL 33304 14R-071K
JBPS, LLC P/F Loperena

CERTIFICATE OF APPROVAL

OF

T C P C CORPORATION D/B/A ANCHORAGE APARTMENTS

THIS IS TO CERTIFY THAT **LESLEY VISSER KANUTH** has been approved by T C P C CORPORATION D/B/A ANCHORAGE APARTMENTS, a Florida corporation (the "Corporation"), as Purchaser of the following described property in Miami-Dade County, Florida:

One (1) share of stock and proprietary interest in and to Apartment **2-S** of Anchorage Apartments, located on:

Lots 17 and 18, Block 4, 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.

Such approval has been given pursuant to and in accordance with the Articles of Incorporation and the By-Laws of the Corporation.

Dated this 10 day of October, 2012.

T C P C Corporation, a Florida corporation
d/b/a Anchorage Apartments

(Seal)

Thomas Welstead
By: Thomas Welstead, President

Attest:

Print Name: YR WELSTEAD

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10 day of October, 2012 by Thomas Welstead, as President of T C P C Corporation, on behalf of the corporation. He is personally known to me or has provided _____ as identification.

[Notary Seal]

Theah Stockton
Notary Public

Print Name:

Commission Expires: 7/2/16



THEAH STOCKTON
MY COMMISSION # EE 213318
EXPIRES: July 2, 2016
Bonded Thru Budget Notary Services

{00004328.DOC;1}



This instrument prepared by: Eric Sulzberger, Esq.
1090 Kane Concourse
Bay Harbor Islands, FL. 33154

CFN 2004R0085338
DR Bk 22027 Pgs 4067 - 4069; (3pgs)
RECORDED 02/06/2004 09:43:10
DEED DOC TAX 900.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Tax Folio No: 13-2227-020-0070

ASSIGNMENT OF PROPRIETARY INTEREST AND STOCK CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DONALD L. HARTZ and LINDA HARTZ, his wife, whose address is 24 Forest Gate Circle, Oak Brook, Illinois 60523 (the "Assignor"), in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable considerations, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, sell, convey and transfer to THOMAS L. WELSTEAD and YVONNE WELSTEAD, his wife, whose address is 10001 East Bay Harbor Drive, Unit 3S, Bay Harbor Islands, Florida 33154 (the Assignee"), all rights, title and interest in and to the proprietary interest of Assignor in certain real property located in Miami-Dade County, Florida; specifically, the space known as Apartment 3rd Floor South in THE ANCHORAGE APARTMENTS, a cooperative apartment building (the "Apartment") located upon the real property described as follows:

Lots 17 and 18, Block 4, 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.

This Assignment shall also evidences an assignment by Assignor to Assignee of all of Assignor's rights, title and interest in and to the appurtenant stock certificate number seventy-five (75) representing one (1) share of capital stock of T.C.P.C. CORPORATION, a Florida corporation (the "Certificate") (the Apartment and the Certificate are collectively referred to herein as the "Property").

Assignor, for themselves and their successors do hereby specifically warrant to Assignee that (i) Assignor is the sole lawful owner of the Property, (ii) the Property is free and clear of all encumbrances, liens and adverse interests, (iii) the Property is fully paid and non-assessable, (iv) Assignor has the right to sell and convey the Property to Assignee, (v) Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the cooperative documents (the "Cooperative Documents") relating to the Property as of the date hereof, (vi) Assignor has not received any written notice of intended assessment or increase in maintenance or rent, (vii) the Cooperative Documents are in full force and effect as of the date hereof, and there are no violations of the Cooperative Documents affecting the Property, and (viii) Assignor will defend the Assignee against the lawful claims of all personal whomsoever claiming any interest in the Property.

Assignee, by acceptance of this Assignment from Assignor, agrees to assume and perform all duties and obligations relating to the Property required by the Cooperative Documents which accrue subsequent to the date hereof.

IN WITNESS WHEREOF, the undersigned has signed this Assignment as of the 13th day of October, 2003.

Signed, Sealed and delivered
in the presence of:

Mary Beth Kennedy
Edward Kennedy

ASSIGNOR

DONALD L. HARTZ

LINDA HARTZ

[ACKNOWLEDGMENT ON NEXT PAGE]

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 13th day of OCTOBER, 2003 by DONALD HARTZ and LINDA HARTZ, his wife, who are personally known to me or who has produced as identification and who did (did not) take an oath.



Denise L. Sakellaroopoulos
 NOTARY PUBLIC
DENISE L. SAKELLAROPOULOS
 (Name of Notary typed, printed or stamped)

APPROVAL

The foregoing Assignment is hereby approved by T.C.P.C. CORPORATION, a Florida Corporation.

Signed, Sealed and delivered
 in the presence of:

T.C.P.C. CORPORATION,
 a Florida Corporation

By: _____
 Print Name: _____
 Title: _____

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003 by _____, as the _____ of T.C.P.C. CORPORATION, a Florida Corporation, on behalf of said corporation. He/she is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

 NOTARY PUBLIC

Commission No. _____

(Name of Notary typed, printed or stamped)

This instrument was prepared by:
 Name: ERIC W. SULZBERGER
 Sulzberger & Sulzberger
 Address: 1090 Kane Concourse
 Bay Harbor Islands, FL 33134

CERTIFICATE OF APPROVAL

OF

THE ANCHORAGE APARTMENTS, INC.

THIS IS TO CERTIFY THAT THOMAS WELSTEAD and YVONNE WELSTEAD,
have been approved by THE ANCHORAGE APARTMENTS
ASSOCIATION, A FLORIDA CORPORATION NOT FOR PROFIT, AS PURCHASERS OF
THE FOLLOWING DESCRIBED PROPERTY IN MIAMI-DADE COUNTY,
FLORIDA:

1 Share of Stock and proprietary interest
in and to Apartment 3-S ANCHORAGE APARTMENTS
located on:
Lots 17 and 18, Block 4, BAY HARBOR ISLAND,
according to the Plat thereof, as recorded in
Plat Book 46, Page 5, of the Public

Such approval has been given pursuant to and in accordance with the
Articles of Incorporation and the By-Laws.

DATED this /3 day of October, 2003.

THE ANCHORAGE APARTMENTS

BY Gabriel Loperena, Secretary

Attest: Mittie F. Simmons, Treasurer

STATE OF FLORIDA)
SS
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me on this
____ day of October, 2003 by Gabriel Loperena and Mittie F. Simmons,
respectively, the secretary and Treasurer of THE ANCHORAGE APARTMENTS,
a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced
____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA

#9c:Welstead.APP

(SEAL)

Printed Name of Notary



CFN 2006R1096772
OR BK 24997 Pg 09191 (1pg)
RECORDED 10/13/2006 09:18:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE



STANDARD
CHARTER
ONE

Q. Q. H. Q. CORPORATION

The registered owners of this Certificate are entitled to the use and occupancy of Apartment 4th Floor South and garage space of the Anchorage Apartments, 10001 E. Bay Harbor Drive, Bay Harbor Islands, Florida.

Robert C. Kanute, Jr.
ONE
is the owner of
Shares of the Capital Stock of
Q. Q. H. Q. Corporation, Inc. fully paid and non-assessable
transferable only on the books of the Corporation by the holder hereof in
person or by attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and its Corporate Seal to be hereunto affixed
this 15 day of AUGUST, 2006.

William A. Williams
SECRETARY
William A. Williams
PRESIDENT

© 2006 R. Q. H. Q. CORPORATION SEAL

Island Club Towers Ownership

OFFICIAL

20136PG4124

This Instrument Prepared by,
Record and Return to:
Mark I. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022023 2002 JAN 11 14:52

WARRANTY DEED

DOCSTFDEE 16,300.00 SURTX 12,600.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

This Warranty Deed is made by Gator Bay Harbor I, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Island Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116302.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

Lots 19 and 20 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida ✓

Folio No. 13 2227 01 0170 ✓

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

429d

20136-4124

19+20

20136PG4125

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of:

GATOR BAY HARBOR I, L.C.,
a Florida limited liability Company

Herst Schmidt
Name: Herst Schmidt

By: [Signature]
Name: Kurt Dohle
Its: _____

Harold Hische
Name: Harold Hische

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Dohle, _____ of Gator Bay Harbor I, L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public: [Signature]
Name: Dr. Heiko Jackschmidt
Commission No.: _____
Notary Public

My commission expires: _____
MIA1 #1081900 vi



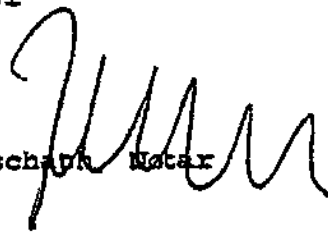
URNr. 2270/2001

Hiermit beglaube ich die vorseitigen, vor mir vollzogenen
Unterschriften der Herren:

- a) Kurt Dohle, geboren am 27.04.1935, wohnhaft in 50126
Bergheim-Zieverich, Aachener Straße 6,
- b) Horst Schmidt, geboren am 08.01.1944, wohnhaft in 53797
Lohmar, Zum Daaskamp 9 A,
- c) Harald Mischke, geboren am 15.10.1962, wohnhaft in 53919
Weilerswist, Münstereifeler Straße 2,

zu a) und b) von Person bekannt; zu c) ausgewiesen durch
Personalausweis.

Sankt Augustin, den 05. November 2001

 Jackschadt Notar 

Kostenberechnung

SS 141, 154 Konto	
Geschäftswert: DM	6.000,-
Gebühr SS 22	95,- DM 20,00
Zuschlag SS 22 SS 23 DM	58,- DM 0,00
Schreibzettel	DM 3,00
Auslagen SS 23	DM 3,00
Werkstoffe (SS 23) 15	DM 46,00
	DM 5,36
	DM 53,36
Zus.	DM 53,36

Platz

[Handwritten signature]

[Handwritten mark]

20136PG4128

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Dr. Heiko Jackschath

3. in seiner Eigenschaft als Notar in St. Augustin

4. sie ist versehen mit dem Siegel des Notars Dr. Jackschath

Bestätigt

5. in Bonn 6. am 06.11.01

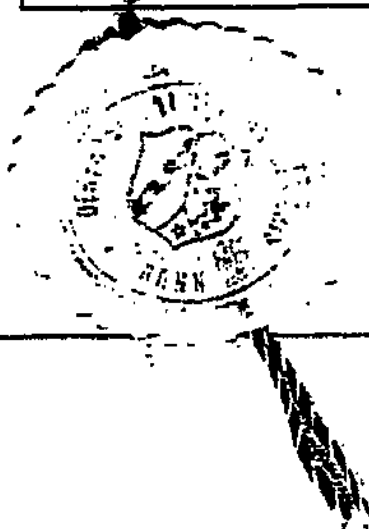
7. durch den Präsidenten des Landgerichts Bonn

8. unter Nr. 1214-1226/2001

9. Stempel/Siegel

10. Unterschrift:

Pillmann
(Pillmann)



BUSSE & MIESSEN **RECHTSANWÄLTE**

via facsimile transmission: 001/305/667-6161
Glenn J. Holzberg Esq.
Offices at Pinecrest II, Suite 220
7685 Southwest 104th Street
Miami, Florida 33156-3156

USA

A-Z: V-02241/01-ds
Sekretariat RA Dr. Vogel: Frau Blaudzik
Durchwahl 0228-98391-26
Telefax 0228-630 283
hans.vogel@busse-miessen.de

Bonn, den 09.01.2002

BONN
Felix Busse *
Volfgang Miessen
Prof. Dr. Edmund Wimmer *
Jürgen Linke *
Dr. Torsten Aepf
Stephan Disenberg
Michael Nömpfius *
Dr. Andreas Nöcker *
Dr. Hans-Joachim Vogel
Dr. Ingrid Urmann *
Dr. Berndt Prieß
Friedrich Mann
Michael Schorn
* Mitglied Rechtsanwaltskammer Bonn
** Mitglied Rechtsanwaltskammer für Nordrhein

BERLIN
Dr. Wolfgang Lehmann
Sabine Hübner
* Mitglied Rechtsanwaltskammer Berlin

LEIPZIG
Walter Gertel
Stephan Hamann
* Mitglied Rechtsanwaltskammer Leipzig

Dear Mr. Holzberg:

Re: Dohle Handelsgruppe Service GmbH & Co. KG / Beratung Immobilienverkauf
Florida

please find attached the translation of the Apostille plus the relevant confirmations of the
notary public. The Apostille has the same wording for all four deeds - Deed-Roll-No. 20/2002
- Deed-Roll-No. 23/2002. I have not translated it four times. I do declare that the translation is
correct and that I have a sufficient command of English to be able to translate legal documents.

If you have any further questions, please contact me.

Yours,

(Dr. Hans-Joachim Vogel)
Rechtsanwalt

BONN
Oudendijk 21, 53111 Bonn
Postfach 13 AN, 53003 Bonn
Telefon 0228-98391-0 Fax 0228-630 283

BERLIN
Wilhelmstraße 46, 10117 Berlin
Telefon 030-226336-0
Telefax 030-226336-30

LEIPZIG
Marian-Luther-Platz 3, 04107 Leipzig
Telefon 0341-98231-0
Telefax 0341-98231-10

Commerzbank Köln-Lindenplatz (BLZ 370 40 44) 370 230 7

08-01-02 16:16

VCH -Huss & Vossan Rechtsanwalt

20136PG4130

-45 228 812212

AS:ST 2002 63 Not
T-003 P 032/034 F-718

APOSTILLE

(Hague Convention of 5 October 1961)

1. Country. Federal Republic of Germany
This public document
2. is signed by Dr. Heiko Jackschath
3. as notary public in St. Augustin
4. It is affixed with the seal of notary Dr. Jackschath.

Authenticated:

5. in Bonn
6. on 03.01.2002
7. by the president of Landgericht (County Court) Bonn
8. under No. 15-23/2002
9. seal
10. signature:
(Maurer-Wildermann)

URNr. 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

- 1 Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich,
- 2 Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
- 3 Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 22/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 21/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 20/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverloh, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Veigatstraße 12.

Sankt-Augustin, 02.01.2002

Jackschuh, Public Notary

RECORDERS NOTE:

The legibility of writing, typing or printing unsatisfactory in this document when received.

RECORDED IN OFFICIAL RECORDS INT'D
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT "D", 10

Return to:
Rosenthal Rasco
2875 N.E. 191st Street, Suite 500
Aventura, Florida 33180

20401PG1540

02R30-170 2002 MAY 17 08:12

This instrument Prepared by and Return to:
Harvey Scholl, Esq.
First Southern Title Company, Inc.
5295 Town Center Rd., Third Floor
BOCA RATON, FL 33486

Property Appraisers Parcel Identification (Folio) Numbers:
13-2227-064-0010
Granted SS #:

11 OFFICE 1-800-400-8871 0.00
ADVICE RETURN. MIAMI DADE COUNTY, FL

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 10th day of May, A.D. 2002 by Illyce Faith Roth, a single woman herein called the grantor, whose post office address is 9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 33154, to Island Club Towers, LLC, a Florida Limited Liability Co., whose post office address is 9700 Collins Avenue, #303, Bal Harbor, Florida 33154, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all its parties to this instrument and its heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee all that certain land situate in DADE County, State of Florida, viz:

Condominium Unit 1A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10336, Page 262 of the Public Records of Miami-Dade County, Florida.

This conveyance is made subject to the following:

1. Conditions, restrictions, limitations, reservations and easements of record.
2. The aforesaid Declaration of Condominium and all Exhibits attached thereto and all matters referred to therein.
3. Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

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/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby 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, 2001.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Signature

Harvey Scholl
Printed Signature


Signature

CLAUDIA JACKOWSKA
Printed Signature

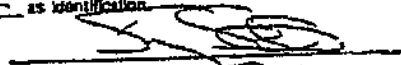
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Illyce Faith Roth who is/are personally known to me or has produced  as identification

SEAL

My Commission Expires
May 14, 2005
Harvey I. Scholl
MY COMMISSION # 0005957 EXPIRES
May 14, 2005

 L.S.
Illyce Faith Roth
9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 33154


Notary Signature
Harvey Scholl
Printed Notary Signature

OFFICIAL
20401PG1541

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 14 located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 14, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Illyce Roth

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20401PG1507

02R306160 2002 MAY 17 08:11

Prepared by and return to:
 Kerry E. Rosenthal, Esq.
 Attorney at Law
 ROSENTHAL ROSENTHAL RASCO
 2875 N.E. 191 Street Suite 500
 Aventura, FL 33180

NOTICE: 1-100.00 SURTA 0.00
 COVER: 100.00 CLERK: 0.00
 COUNTY: FL

File Number: 2159-026
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Randy Cobbs Diott, joined by her spouse, Alvin L. Diott, whose post office address is 9161 East Bay Harbor Drive, Unit 1B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 1B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0090

Subject to taxes for 2001 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

20401-1507

15
13

20401PG1508

Signed, sealed and delivered in our presence:

Stacy Oskolski
Witness Name: Stacy Oskolski
Beverly Knight
Witness Name: Beverly Knight

Randy Cobbs Diott (Seal)
Randy Cobbs Diott
Alvin I. Diott (Seal)
Alvin I. Diott

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of May, 2002 by Randy Cobbs Diott and Alvin I. Diott, who ☐ are personally known or ☒ has produced a driver's license as identification

[Notary Seal]



Stacy S. Oskolski
Commission # DD 0231236
Expires April 8, 2005
Bonded, Thru
Atlantic Reading Co., Inc.

Stacy Oskolski
Notary Public

Printed Name: Stacy Oskolski

My Commission Expires: _____

WE.LL.B.

20401PG1509

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 1B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 1B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Randy Cobbs Dlott

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20401661642

02R306186 2002 MAY 17 08:18

Prepared by and return to:
 Kerry E. Rosenthal, Esq.
 Attorney at Law
 ROSENTHAL ROSENTHAL RASCO
 2875 N.E. 191 Street Suite 500
 Aventura, FL 33180

RECEIVED 1/25/00 SURTA 0.00
 DEPT. OF REVENUE MIAMI-DADE COUNTY, FL

File Number: 2159-013
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Ludmilla Petrauskas, individually and as Successor Trustee of the Declaration of Trust executed October 24, 1984 whose post office address is 9161 East Bay Harbor Drive, Unit 2A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condomni Shaps USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, FL 33154, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties in this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and unities)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 2A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0080

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

20401-1642

2A

EX-111-1
20401PG1643

Signed, sealed and delivered in our presence:

Mark M. [Signature]
Witness Name: Mark M. [Signature]
Mark M. [Signature]
Witness Name: Mark M. [Signature]

Ludmilla Petruskas
Ludmilla Petruskas
Successor Trustee
Ludmilla Petruskas
Ludmilla Petruskas
Individually

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Ludmilla Petruskas, Individually and as Successor Trustee of the Declaration of Trust Dated October 24, 1984, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

NOTARY PUBLIC - STATE OF FLORIDA
BERT R. KLAUS, JR.
COMMISSION # C0334478
EXPIRES 01/22/2002
BONDED THRU ASA 1-888-NOTARY1

Mark M. [Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

NOTARY PUBLIC - STATE OF FLORIDA
BERT R. KLAUS, JR.
COMMISSION # C0334478
EXPIRES 01/22/2002
BONDED THRU ASA 1-888-NOTARY1

WT, H.C. 22.

20401PG1644

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 2A located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 2A, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

JOHN PETRAUSKAS AND LUSMILLA PETRAUSKAS (TRUST).

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

Michael E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20404PG3221

02R309243 2002 MAY 20 09:55

Prepared by and return to:
Kerry E. Rosenthal, Esq.
Attorney at Law
ROSENTHAL ROSENTHAL RASCO
2875 N.E. 191 Street Suite 500
Aventura, FL 33180

BOOKFEE 1.25+ .00 SURTX 0.00
HARVEY RUBIN, CLERK DADE COUNTY, FL

File Number: 2159-014
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Monica Mejia, a single woman whose post office address is 9161 East Bay Harbor Drive, Unit 2B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 2B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0100

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime



20404-3221

28

204 04 PG 3222

Signed, sealed and delivered in our presence:

Walter A. Lopez
 Witness Name: Kurt Kow
Monika Cabre
 Witness Name: Monika Cabre

Monica Mejia (Seal)
 Monica Mejia

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Monica Mejia, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

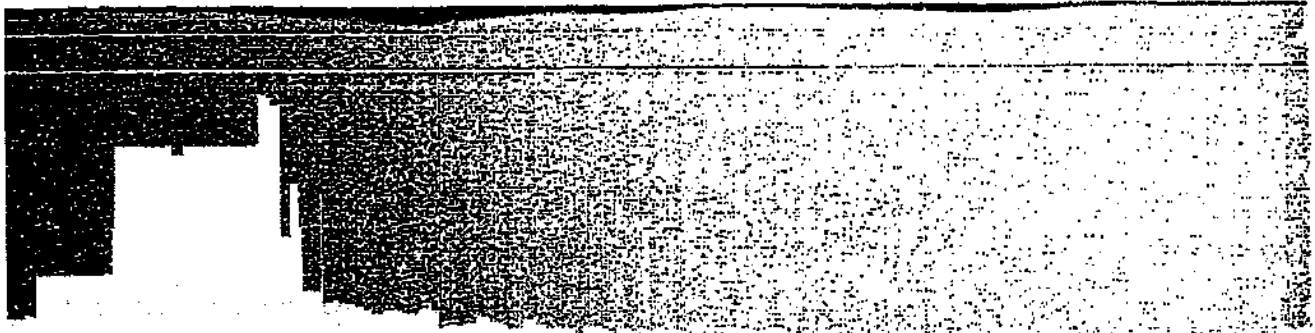
NOTARY PUBLIC - STATE OF FLORIDA
 ERIK R. BLAIS JR.
 COMMISSION # 0675478
 EXPIRES 01/01/2007
 BONDED THROUGH ALA 1-400-NOTARY1

Notary Public

Printed Name:

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
 ERIK R. BLAIS JR.
 COMMISSION # 0675478
 EXPIRES 01/01/2007
 BONDED THROUGH ALA 1-400-NOTARY1



204 04 PG 3223

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 2B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 2B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Monica Mejia

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN GENERAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20404PG3206

02R309234 2002 MAY 20 09:51

Prepared by and return to:
 Kerry E. Rosenthal, Esq.
 Attorney at Law
 ROSENTHAL ROSENTHAL RASCO
 2875 N.E. 191 Street Suite 500
 Aventura, FL 33180

RECEIVED \$64.00 SURTX 0.00
 CLERK OF COURT, MIAMI-DADE COUNTY, FL

File Number: 2159-015
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Luz Cabrera, a married woman whose post office address is 6722 Southwest 91st Avenue, Miami, FL 33137, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 3A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0300

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

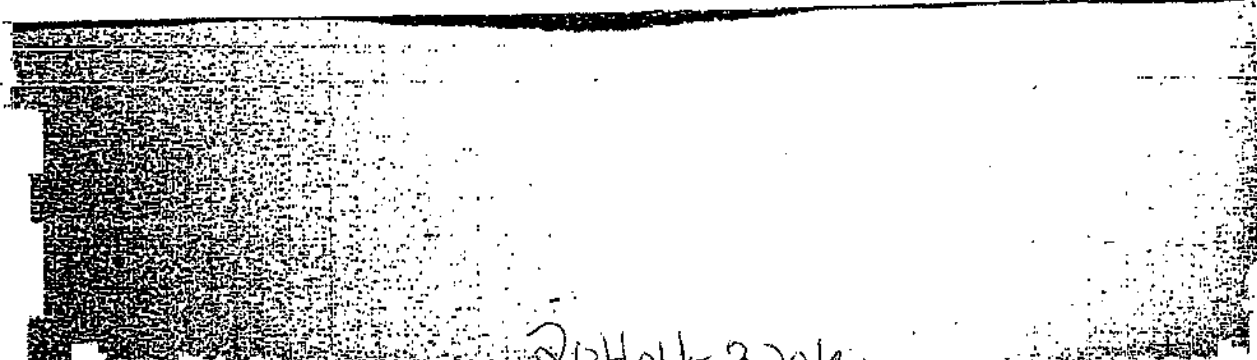
Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 6722 Southwest 91st Avenue, Miami, Florida 33173.

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, 2001.

DoubleTime



20404 3206

3A

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:

Witness Name: [Signature]
Witness Name: [Signature]

[Signature] (Seal)
Luz Cabrera

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 8 day of May, 2002 by Luz Cabrera, who ☐ is personally known or ☒ has produced a driver's license as identification.
DL: G 166-533-61-549.0

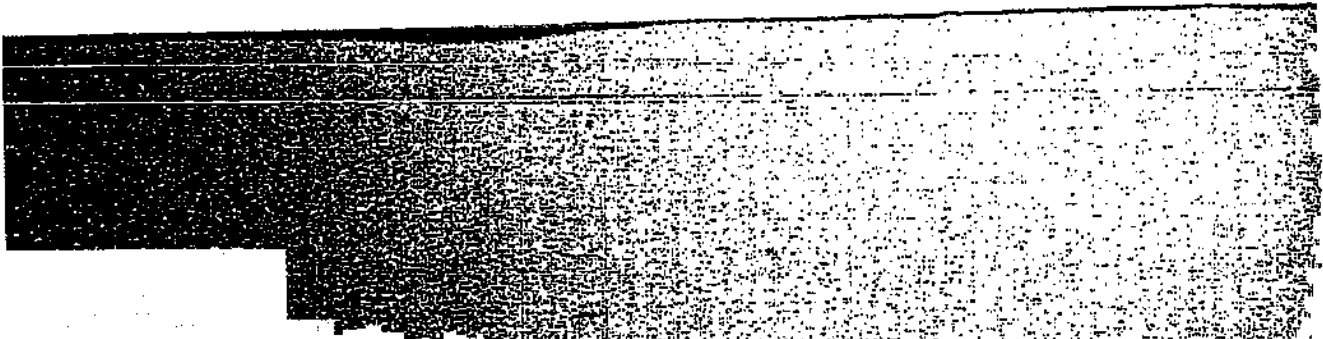
[Notary Seal]



Notary Public [Signature]

Printed Name: [Signature]

My Commission Expires: 12-02-2003



20404PG3208

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 3A located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 3A, of Bay Isle Condominium, a condominium, according to the Declaration of Condominiums thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Luz Cabreira

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD YEAR 2002
HARVEY RUVIN
CLERK CIRCUIT COURT

This Instrument

Prepared by:
Address:

Marc Hauser, Esq.
1111 Kane Concourse, Suite 616
Bay Harbor, Islands, FL 33154
Tel: (305) 864-9934

02R306889 2002 MAY 17 10:58

Identification (Folio) No(s): 13-2227-064-0110

THIS INDENTURE, Made this 23 day of April, 2002,
between GARY S. BALL, a single man
of the Province of Québec, Commonwealth of Canada, party of the first part.

and ISLAND CLUB TOWERS, LLC, a Florida limited liability company,
of the County of Miami-Dade, in the State of Florida, whose post office address is
9700 Collins Ave (Suite 303) Bal Harbour, FL, 33154 party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of
the sum of TEN and 00/100 (\$10.00) Dollars, and other good and
valuable considerations, to him in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the
said party of the second part, their heirs and assigns forever, the following
described land, situate, and being in the County of Miami-Dade, State of Florida, to-
wit:

Condominium Unit 3B, of BAY ISLE CONDOMINIUM, a Condominium,
according to the Declaration of Condominium thereof, as recorded
in Official Records Book 10335, Page 262 of the Public Records of
Miami-Dade County, Florida.

00CSTPOEE 864.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SUBJECT TO: (1) Taxes for the year 2002 and subsequent years; AND
(2) Conditions, restrictions, limitations and easements of record,
(3) All of the terms, covenants and conditions contained in the Declaration
of Condominium.

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

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, The said party of the first part has hereunto set his hand
and seal the day and year first above written.

The subject property is not now, nor has same ever been the homestead of the
grantor who resides at the address below.

Signed, sealed and delivered
in the presence of:

M. Karam
Witness Signature

M. KIRANDA KARAM
Printed Name

M. Karam
Witness Signature

M. SIMONA SONNENWIRTH
Printed Name

G. Ball
Grantor Signature (L.S.)

GARY S. BALL
Printed Name

5595 Mackie Rd., Apt. 1004
Vancouver, Quebec, CANADA H1W 2Y1
Post Office Address

COMMONWEALTH OF CANADA } SS:
PROVINCE OF QUEBEC }

Be it known that on the 23 day of April, 2002 before me, a Notary Public
in and for the Province of Québec, Commonwealth of Canada, duly commissioned and sworn
personally came and appeared GARY S. BALL to me personally
known (M) who presented as T.D.: DRIVER'S LICENCE who did take an oath,
and known to me to be the same person described in and who executed the foregoing
instrument and he acknowledged the within to be his act and deed and that an oath was
taken.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
of office the day and year last above written.

My Commission No. 55185
Expires 2005

Francis Edward
Notary Public, Quebec

FRANCIS EDWARD
Printed Name of Notary

Notary Seal



20401PG4798

Bay Isle Condominium Association
Approval for Transfer of Ownership.

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 3B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 3B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Shirley Ball

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20426PG1633

02R330 1 1 1 2002 MAY 29 15:54

Prepared by and return to:
Kerry E. Rosenthal, Esq.
Attorney at Law
ROSENTHAL ROSENTHAL RASCO
2875 N.E. 191 Street Suite 500
Aventura, FL 33180

File Number: 2159-027
Will Call No.:

00CSTPDEE 244.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Richard Welsh, a single man whose post office address is 4235 North Bay Road, Miami, FL 33148, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Skops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 4A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 18333, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0040

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantor herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

15

20426-1633

4A

20426PG1634

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: [Signature]
[Signature]
Witness Name: ASHANTIA N. YONGE

[Signature] (Seal)
Richard Welsh

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 4 day of May, 2002 by Richard Welsh, who (X) is personally known or I has produced a driver's license as identification.

[Notary Seal]

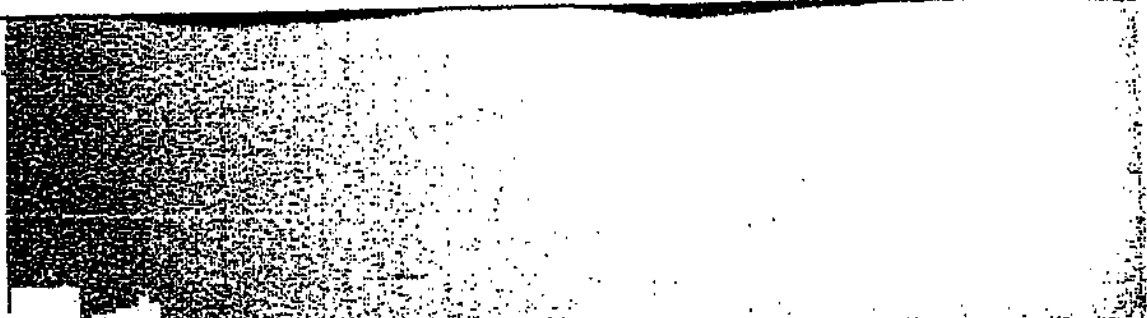
[Signature]
Notary Public

Printed Name: Doris E. Gomez

My Commission Expires: _____



Doris E. Gomez
Commission # DD 000643
Expires March 6, 2005
Noted Thru
Atlantic Bonding Co., Inc.



204 26PG 1635

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 44 located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 44, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Richard Welsh

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20404PG3198

Prepared by:
Mark S. Weinberg, Esq.
MARK S. WEINBERG, P.A.
1111 Kane Concourse (96th St.) Suite 201
Bay Harbor Islands, FL 33154

02R309228 2002 MAY 20 09:49

File Number: MSW-2-1008
Will Call No:

DECEASED 1-31-00 SURTX 0.00
HARVEY ROVIN, CLERK DAGE COUNTY, FL

Grantee S.S. No.
Parcel Identification No. 13-2227-064-0020

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Warranty Deed

This Indenture made this 9th day of May, 2002 between David E. Arjona, a single man, grantor*, and ISLAND CLUB TOWERS, LLC, a Florida limited liability company whose post office address is Condotti Shop USA, 9780 Collins Ave., Unit 303, Bal Harbor, FL 33154, grantee*.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County Florida, to-wit:

Condominium Unit 4B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida.

Subject to the following:

- 1) Taxes for the year 2002 and all subsequent years;
- 2) Conditions, Restrictions of the Declaration of Condominium, and any amendments thereto; and
- 3) Zoning, restrictions and prohibitions and other requirements imposed by governmental authority; restrictions, conditions and any other matters appearing on the plat or otherwise common to the subdivision; easements of record; without hereby intending to re-impose any of the foregoing.

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:

Witness Name: Mark S. Weinberg

David E. Arjona (Seal)
Address: PO Box 546703

Witness Name: D. LIDIA RODRIGUEZ

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of May, 2002 by David E. Arjona, who ☐ is personally known or ☒ has produced a FL driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: MARK S. WEINBERG

My Commission Expires: _____



Mark S. Weinberg
MY COMMISSION # 00173373 EXPIRES
November 5, 2003
SIGNED INTO TROY INSURANCE, INC

20404-3198

43

20404PG3199

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 4B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 4B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

David E. Arjona

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN CANAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
HARVEY RUVIN
CLERK CIRCUIT COURT

20426PG1539

Prepared by:
Mark S. Weinberg, Esq.
MARK S. WEINBERG, P.A.
1111 Kane Concourse (96th St.) Suite 201
Bay Harbor Islands, FL 33154

02R330096 2002 MAY 29 15:52

File Number: MSW-2-1007
Will Call No.:

00CSTPDEE 414.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

Grantee S.S. No.
Parcel Identification No. 13-2227-064-0130

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture made this 29th day of May, 2002 between Irena Bozdoganoska, a single woman, grantor*, and ISLAND CLUB TOWERS, LLC, a Florida limited liability company whose post office address is Condo III Shop USA, 9700 Collins Ave., Unit J63, Bal Harbor, FL 33154, grantee*.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County Florida, to-wit:

Condominium Unit 5A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida.

Subject to the following:

- 1) Taxes for the year 2002 and all subsequent years;
- 2) Conditions, Restrictions of the Declaration of Condominium, and any amendments thereto; and
- 3) Zoning, restrictions and prohibitions and other requirements imposed by governmental authority; restrictions, conditions and any other matters appearing on the plat or otherwise common to the subdivision; easements of record; without hereby intending to re-impose any of the foregoing.

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:

Witness Name: MARK S. WEINBERG

Witness Name: M. LIDIA RODRIGUEZ

Irena Bozdoganoska (Seal)
Irena Bozdoganoska
Address: PO BOX 547061
SWANSEE, FL 33154

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of May, 2002 by Irena Bozdoganoska, who [] is personally known or [X] has produced a FL driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: MARK S. WEINBERG

My Commission Expires: _____



Mark S. Weinberg
MY COMMISSION # 00374035 EXPIRES
November 5, 2003
BONDED THROUGH FIDELITY INSURANCE, INC.

DoubleTimes

20426-1539

SA

2042661540

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 5A located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 5A, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Irena Bozdoganaska

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VIEWED
HARVEY RUVIN
CLERK CIRCUIT COURT

WELEBE

02R346215 2007 MAY 17 08:25

Parent ID Number: 13-2227-064-0130
 Grantor #1 TIN:
 Grantor #2 TIN:

***** 331.00 SURTX 0.00
***** FLORIDA COUNTY, FL

This Indenture, Made this 8th day of May, 2002 A.D. Between
DEBORAH ROZNIIEWSKI, a single woman.

where address is: 9700 COLLINS AVENUE, SUITE 303
BAY HARBOR ISLANDS, FL 33154
of the County of MIAMI-DADE State of Florida -grantee.

Subject to Declaration of Condominium of Bay Isle, a Condominium, restrictions, reservations and easements of record, if any, which are not reimposed hereby and taxes subsequent to December 31, 2001.

Signed, sealed and delivered in our presence:

Deborah Rozniowski (Seal)
DEBORAH ROZNIOWSKI
 P.O. Address: 9101 East Bay Harbor Drive, Unit 501
 Bay Harbor Island, FL 33154

STATE OF Florida
COUNTY OF MIAMI-DADE

she is personally known to me or she has produced her **driver's license** as identification.

MAUREEN COOPER license as identification.
MAUREEN COOPER
 January 27, 2003
 Expired Name:
 #CC 828786 No Safety Public
 Commission Expires:
 (303) 743-1425 Forto PLWD-1

DEBATE

20401-1809

5B

20401PG1810

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 5B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 5B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

DEBORAH ROZENIEWSKI

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Miron
PRESIDENT

RECORDED - OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

20401PG1841

02RS06220 2002 MAY 17 08:26

Prepared by and return to:
 Kerry E. Rosenthal, Esq.
 Attorney at Law
 ROSENTHAL ROSENTHAL RASCO
 2875 N.E. 191 Street Suite 500
 Aventura, FL 33180

11:57:05 2002 MAY 17 08:26
 TERRY R. RASCO, CLERK, DADE COUNTY, FL

File Number: 2159-019
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Harold Klitner and Joyce M. Klitner, husband and wife whose post office address is 9161 East Bay Harbor Drive, Unit 6A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 6A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2217-064-0060

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

6

20401-1841

6A

20401PG1842

Signed, sealed and delivered in our presence:

[Signature]
 Witness Name: Harold M. Kitner
[Signature]
 Witness Name: Stacy Oskowski

[Signature] (Seal)
 Harold Kitner
[Signature] (Seal)
 Joyce M. Kitner

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of May, 2002 by Harold Kitner and Joyce M. Kitner, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]



Stacy S. Oskowski
 Commission # DD 023156
 Expires April 8, 2005
 Bonded Thru
 Atlantic Bonding Co., Inc.

[Signature]
 Notary Public
 Printed Name: Stacy Oskowski
 My Commission Expires: _____

20401PG1843

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 6A located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 6A, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Harold and Joyce Kipner

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUBIN
CLERK CIRCUIT COURT

Return to:
Rosenthal Rosenthal Rasco/SSO
2875 N.E. 191st Street, Suite 500
Aventura, Florida 33180

FF.12.12.

20401PG4824

THIS INSTRUMENT WAS PREPARED BY
AND RETURN TO:
Richard N. Schermer, Esq.
Buchanan Ingersoll P.C.
19495 Biscayne Boulevard, Suite 606
Aventura, Florida 33180

02R306898 2002 MAY 17 11:00

00CSTP0EE 1,440.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

STATUTORY WARRANTY DEED

THIS INDENTURE, made this 17 day of May, 2002, between ALLAIN STEIN STRICKLEN, a single woman, whose post office address is 9161 E. Bay Harbor Drive, #6B, Bay Harbor Island, Florida 33154, Grantor*, and ISLAND CLUB TOWERS, LLC, a Florida limited liability company, whose post office address is 9161 E. Bay Harbor Drive, #4B, Bay Harbor Island, Florida 33154, Grantee*.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, the following described lands, situate, lying and being in Miami-Dade County, Florida, to-wit:

Condominium Unit 6B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

FOLIO NO.: 13-2227-064-0140

SUBJECT TO:

1. Taxes and assessments for the year 2002, and such taxes and assessments not yet due and payable;
2. Zoning and/or restrictions and prohibitions imposed by governmental authorities; and
3. Covenants, conditions, easements, restrictions, limitations, reservations and other matters of record, without intending to reimpose same.

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

*"Grantor" and "Grantee" are used for singular and plural, as the context requires.

Page One of Two Pages

204014824

1
5
6B

20401PG4825

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day and year first above written.

Signed, sealed and delivered
in our presence.

WITNESSES:

[Signature]
(Name please print)

Angela T. Rotella
(Name please print)

Allaine Stein Stricklen
ALLAINE STEIN STRICKLEN

STATE OF FLORIDA :
: SS.
COUNTY OF MIAMI-DADE :

THE FOREGOING INSTRUMENT was acknowledged before me this 15 day of May, 2002 BY ALLAINE STEIN STRICKLEN, a single woman, who is personally known to me ☒ or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

Name of Notary (please print)

Commission No.:

My Commission Expires:



WT.MLKL

20401PG4826

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 6B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 6B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Allaire Stein Stricklen

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICE OF CLERK OF
DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

ST. REC. M.

20401PG4908

Prepared by and return to:
Kerry E. Rosenthal, Esq.
Attorney at Law
ROSENTHAL ROSENTHAL RASCO
2875 N.E. 191 Street Suite 500
Aventura, FL 33180

02R306916 2002 MAY 17 11:06

File Number: 2159-020
Will Call No.:

00CSTPDEE 1,590.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Estela Pinnavaria, joined by her husband, Gilberto Bogado whose post office address is 9161 East Bay Harbor Island, Unit 7A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 entities)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 7A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0070

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

20401-4908

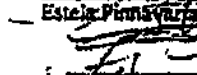
7A

20401PG4909

Signed, sealed and delivered in our presence:


Witness Name: Andrew Reppert
Vietha Bonitto
Witness Name: Vietha Bonitto



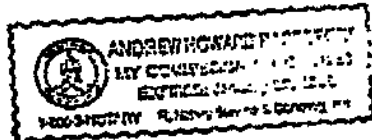
Estela Pinnavaria (Seal)


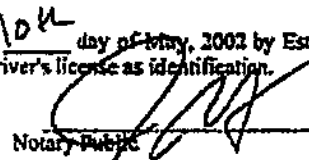
Gilberto Bogado (Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Estela Pinnavaria and Gilberto Bogado, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Andrew Reppert

My Commission Expires: _____

20401PG4910

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 7A located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 7A, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

ESTRELLA PINNARA VIA

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona President
PRESIDENT David E. Arjona

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

WARRANTY DEED

20401PG4876

This Instrument

Prepared by:

Address:

Marc Hauser, Esq.
1111 Kane Concourse, Suite 616
Bay Harbor Islands, FL 33154
Tel: (305) 864-9934

02R306911 2002 MAY 17 11:04

Identification (Folio) No(s): 13-2227-064-0150

THIS INDENTURE, Made this 9 day of May 2002,
between SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man,
of the County of Miami-Dade, in the State of Florida, parties of the first part.

and ISLAND CLUB TOWERS, LLC, a Florida Limited Liability Company,
of the County of Miami-Dade, in the State of Florida, whose post office address is
9161 E. Bay Harbor Drive, Unit 7B, Bay Harbor Islands, FL 33154, party of the second
part.

Witnesseth, that the said parties of the first part, for and in consideration
of the sum of TEN and 00/100 ----- (\$10.00) Dollars, and other good and
valuable considerations, to them in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the
said party of the second part, his heirs and assigns forever, the following described
land, situate, and being in the County of Miami-Dade, State of Florida, to-wit:

Unit 7B of BAY ISLE CONDOMINIUM according to the Declaration of
Condominium filed March 19, 1979 in O.R. Book 10335 at Page 262
of the Public Records of Miami-Dade County, Florida, and amendments
thereto.

DDCSTPDEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SUBJECT TO: (1) Taxes for the year 2002 and subsequent years; AND
(2) Conditions, restrictions, limitations and easements of record.
(3) All of the terms, covenants and conditions contained in the Declaration
of Condominium.

And the said parties of the first part do hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Marc Hauser
Witness Signature

Marc Hauser
Printed Name

Marc Hauser
Witness Signature

Marc Hauser
Printed Name

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Sidney S. Steinberg (I.S.)
Grantor Signature

SIDNEY S. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

Howard G. Steinberg (I.S.)
Grantor Signature

HOWARD G. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

STATE OF FLORIDA) SS:
COUNTY OF MIAMI-DADE)

Be it known that on the 9 day of May, 2002 before me, a Notary Public in and
for the State of Florida duly commissioned and sworn personally came and appeared
SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man, to me (I)
personally known (I) who presented as I.D. _____ who did take an
oath, and known to me to be the same persons described in and who executed the
foregoing instrument and they acknowledged the within to be their act and deed and
that an oath was taken.

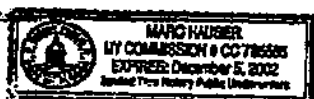
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
of office the day and year last above written.

My Commission No. _____
Expires _____

NOTARY PUBLIC, State of Florida

Marc Hauser
Printed Name of Notary

(Seal)



20401-4876

10.52

70

20401PG4877

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 7B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 7B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Sidney S. Steinberg and Howard C. Steinberg

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

OFF. REC. DL.

20401PG4831

Prepared by and return to:
Kerry E. Rosenthal, Esq.
Attorney at Law
ROSENTHAL ROSENTHAL RASCO
2875 N.E. 191 Street Suite 500
Aventura, FL 33180

02R304903 2002 MAY 17 11:02

DOCSTPOEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

File Number: 2159-022
Will Call No.:

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Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Rene Jose Perez, joined by his spouse, Ana Patricia Perez whose post office address is 9161 East Bay Harbor Drive, Unit 8A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 8A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 362 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0080

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

20401-4831

8A

20401PG4832

Signed, sealed and delivered in our presence:

[Signature]
 Witness Name: [Signature]
[Signature]
 Witness Name: [Signature]

[Signature] (Seal)
 Rene Jose Perez
[Signature] (Seal)
 Ana Patricia Perez

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Rene Jose Perez and Ana Patricia Perez, who ☐ are personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

[Signature]
 Notary Public

Printed Name: NOTARY PUBLIC - STATE OF FLORIDA
KURT R. KODIS JR.
 COMMISSION # ECT34479
 EXPIRES 5/1/2005
 BONDED THROUGH ASA LIFE NOTARY

My Commission Expires:

RECORDED - OFFICIAL RECORDS UNIT
 OF DADE COUNTY, FLORIDA
 RECORD VERIFIED
 HARVEY RUVIN
 CLERK CIRCUIT COURT

20401PG1787

Prepared by and return to:
Kerry E. Rosenthal, Esq.
Attorney at Law
ROSENTHAL ROSENTHAL RASCO
2875 N.E. 191 Street Suite 500
Aventura, FL 33180

File Number: 2159-023
Will Call No.:

REPORT OF J. J. SURTX 0.00
DATE: 8-1-79 CLERK DADE COUNTY, FL

Warranty Deed

This Warranty Deed made this 16th day of May, 2002 between Henry Kuhlman, a single man whose post office address is 9161 East Bay Harbor Drive, Unit 8B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, L.L.C. a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, 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 said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Condominium Unit 8B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0160

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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, 2001.

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

DoubleTime

20401-1787

5

81

20401PG1788

Signed, sealed and delivered in our presence:

Stacy Oskolaki
 Witness Name: Stacy Oskolaki
[Signature]
 Witness Name: [Signature]

[Signature] (Seal)
 Henry Kuhlman

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of May, 2002 by Henry Kuhlman, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Stacy S. Oskolaki
 Commission # DD 023156
 Expires April 8, 2005
 Bonded Through
 Atlantic Bonding Co., Inc.

[Signature]
 Notary Public
 Printed Name: Stacy Oskolaki
 My Commission Expires: _____

20401PG1789

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 8B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 8B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Henry Kuhlman

Please issue a copy of your warranty deed to the association upon closing.

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORD BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

Return to:
Rosenthal Rosenthal Rasco/SSO
2875 N.E. 191st Street, Suite 500
Aventura, Florida 33180

NR102-BC

20401PG1695

02R306198 2002 MAY 17 08:22

Prepared by and return to:

Jorge E. Otero & Associates, P.A.
75 Valencia Avenue
Coral Gables, FL 33134

File Number: Garoni
Will Call No.:

RECEIVED - \$0.00 SURTX 0.00
MAY 17 2002 - MIAMI DADE COUNTY, FL

Grantee S.S. No.
Parcel Identification No. 13-2227-064-0170

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 10th day of May, 2002 between Daniel Garoni, a single man whose post office address is c/o Otero & Associates, P.A., 75 Valencia Ave., Fourth Floor, Coral Gables, FL 33134 of the County of Miami-Dade, State of Florida, grantor, and Island Club Towers, LLC whose post office address is 9161 East Bay Harbor Drive., Unit 9B, Miami, FL 33154 of the County of Miami-Dade, State of Florida, grantee.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Condominium Unit 9B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida.

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

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Further subject to the above described Declaration of Condominium, which Grantee herein agrees to observe and perform. Together with all of the appurtenances to said condominium unit. See condominium certificate of approval attached.

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:

Norma Gonzalez
Witness Name: NORMA GONZALEZ

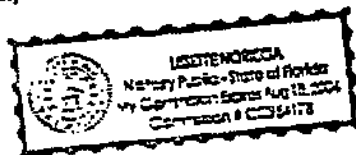
Lissette Noriega
Witness Name: LISETTE NORIEGA

Daniel Garoni (Seal)
Daniel Garoni

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Daniel Garoni, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Lissette Noriega
Notary Public

Printed Name: _____

My Commission Expires: _____

JORGE E. OTERO & ASSOCIATES, P.A.

FOURTH FLOOR • 75 VALENCIA AVENUE, CORAL GABLES, FLORIDA 33134 • TEL: (305) 567-9000 • FAX: (305) 443-0164

20401-1695

DoubleTime

Missing
2012
1000 Jaxpe!
9B

ST. REC. 22

20401PG1696

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: Island Club Towers, LLC, or other transfer of ownership, of condominium unit No. 9B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 9B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Daniel Garoni

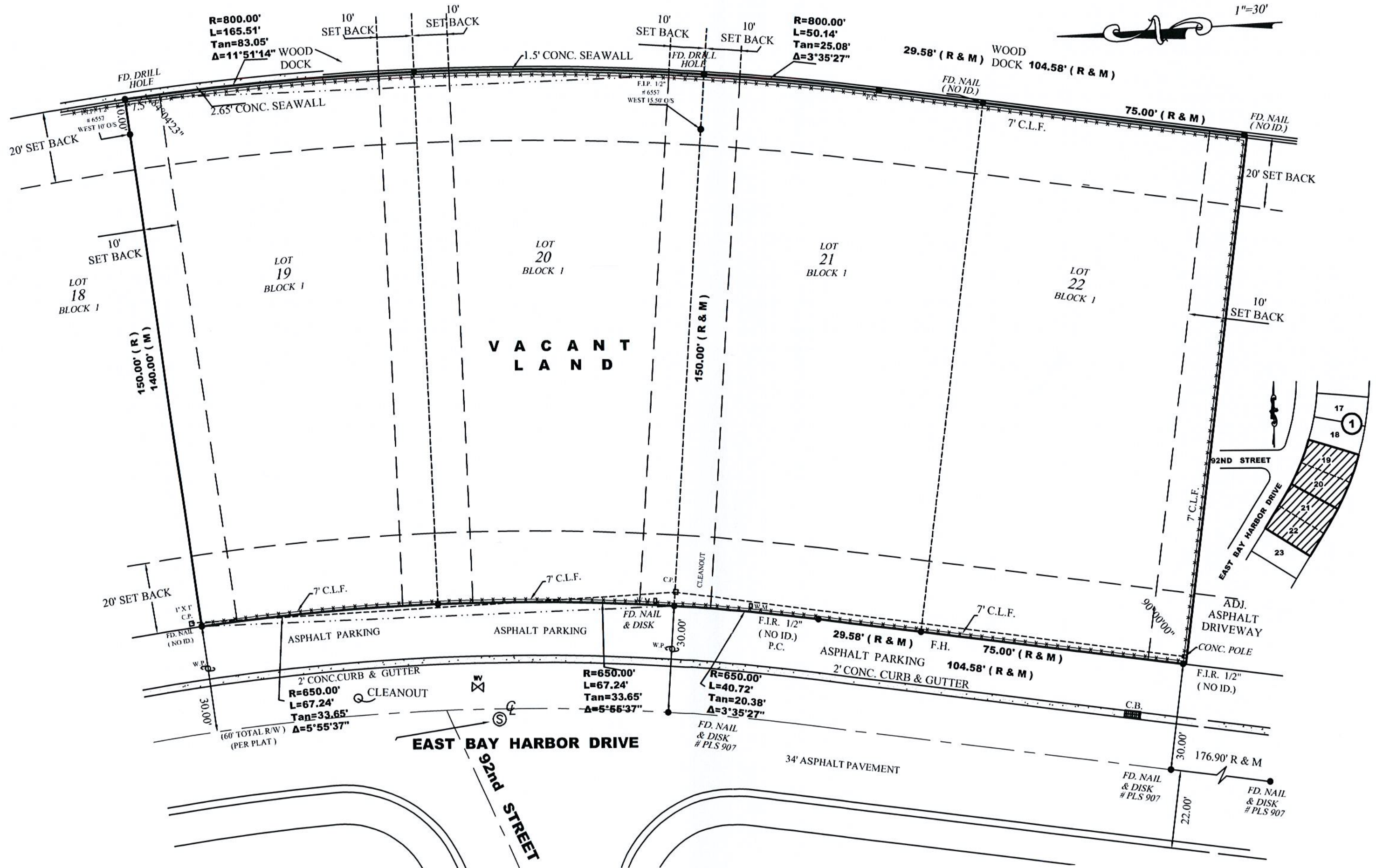
Please issue a copy of your warranty deed to the association upon closing.

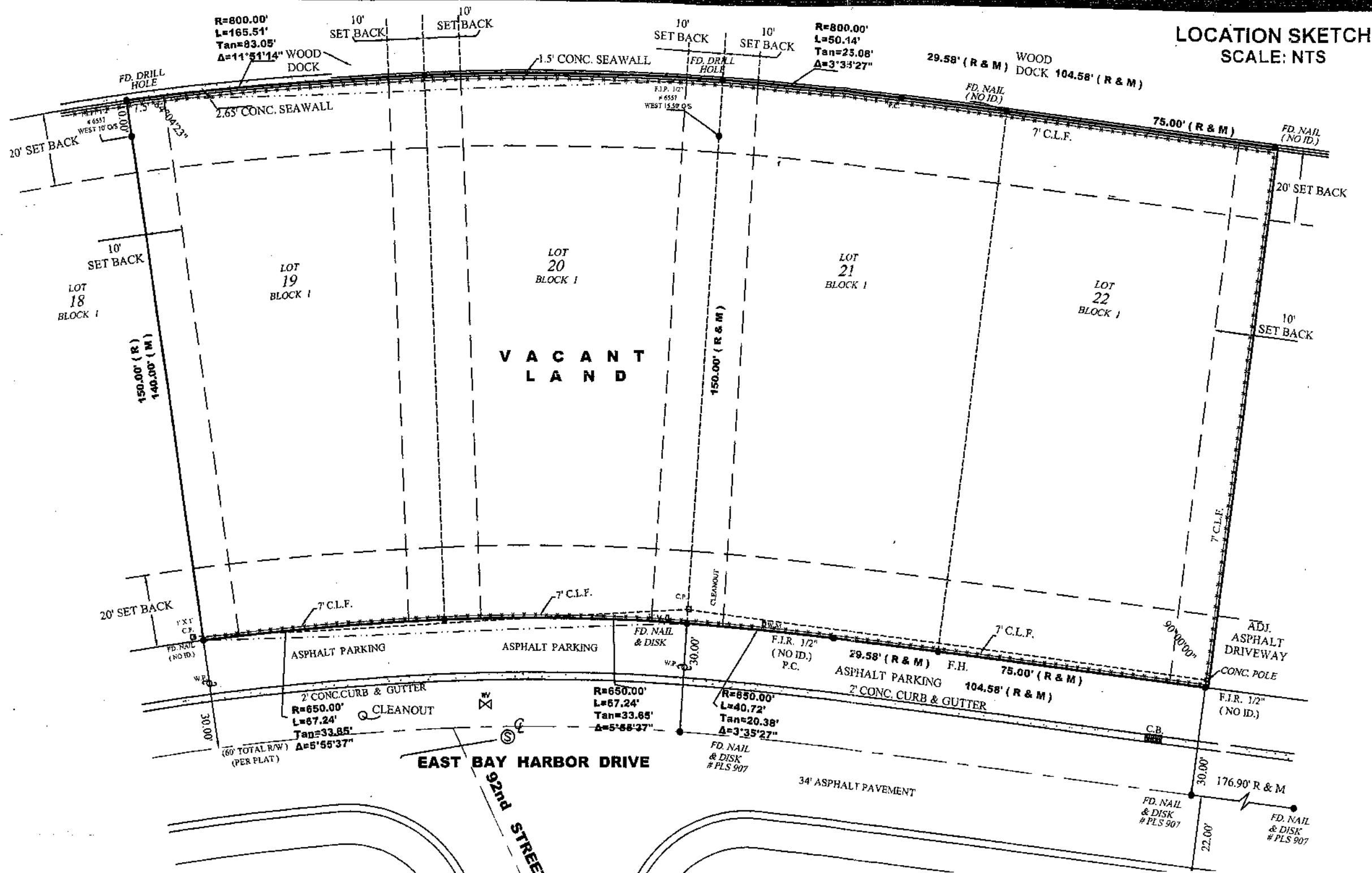
Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

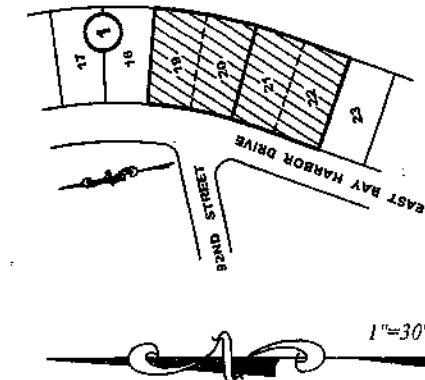
RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

Island House





LOCATION SKETCH
SCALE: NTS



Property Address: 9161, 9201 & 9221 E. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Legal Description:
Parcel 1: Lots 18 and 19, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 2: Lots 20, 21, and 22, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Parcel 3: 21 and 22, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

AKA:
Condominium Units 1A, 1B, 2A, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

NOT VALID UNLESS EMBOSSED WITH
SURVEYOR'S SEAL



REVISED:

WOOD FENCE = MASONRY WALL = CONCRETE = MAINTENANCE & DRAINAGE EASEMENT = M & D.E.

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

ELEVATION BASED ON LOC. #
CBM# ELV. TYPE OF SURVEY: BOUNDARY SURVEY

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
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 10'
PANEL: 0144	COMMUNITY # 120637	
DATE: 10/27/15	SCALE: 1" = 30'	DWN. BY: F. Blanco
		JOB No 15-917

INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 6th LV)
A-105	SEVENTH LEVEL
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-108	MATERIALS
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

SITE PLAN APPROVAL REVISION

9201 EAST BAY HARBOR DR.

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Sixth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 3-6			12		15,284
Total x4 Levels			48		61,136

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 7			14		18,826

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	A-2	3	2	1,373	2,746
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 8			14		17,802

Total Number of Units			86		
Total Net Area				111,130	
Total Number of Parking Spaces Provided				172	

LOCATION



Zoning Summary

revuelta architecture international p.a.

9201 EAST BAY HARBOR DRIVE

Lot Area	SF 45,000	Acres 1.03
Legal Description Lot 19, 20, 21 and 22, Block 1 of 'Bay Harbor Island', According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.		
Flood Elevation This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.* Grade Level (Crown of the road) 4'-10" N.G.V.D.		
Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)		
FLR (Determined by the setbacks)	Allowable N/A	Proposed 86 84.5 (units/acre)
Maximum Density 34 units per net Acre	34	1.03
Proposed Density	35	86
Setbacks Principal Frontage (E. Bay Harbor Dr.) Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet Side Setback Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet Rear Setback (Waterfront) 20'-0" Flex Setback (side only) side building length maximum allowed 1/3 of length of building 107 Maximum Height Maximum Building Height 75 feet above BFE Open Space Requirements 20% of Lot Area Minimum 45,000 0.20 Roof Deck Landscape Requirements 15% of Roof Area Minimum 8,000 0.15 Lot Coverage (Perimeter determined by the setbacks) Determined by Setbacks Building Length The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet Breezeway A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Parking Space Requirements Residential - 2 per Dwelling Unit Minimum Guest Parking Total Parking Spaces (including 4 handicap spaces) Storage Requirements A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.		
Allowable 75 feet above BFE	Proposed 75'-0" above BFE	
Required 9,000 SF	Proposed 10,500 SF (23%)	
Required 1,200 SF	Proposed 6,000 SF (75%)	
Allowable Determined by Setbacks	Proposed 27,850 SF	
≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/trake in the middle of the building.	
Required 172 4	Proposed 172 4 176	53'-0" feet breezeway is provided
86	86	

revuelta
architecture
international

Miami
Atlanta
San Diego, Ohio

revuelta-architecture.com

2960 SW 27TH AVE, 4E
SUITE 110
MIAMI, FL 33135
T: 305.590.5000
F: 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972
PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, CITY OF FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
11774 SW 40th Ave, Suite 200
BAY HARBOR ISLAND, FLORIDA
33154

Date

08/15/2013

Drawing

SP - CV

Check by

SP

Scale

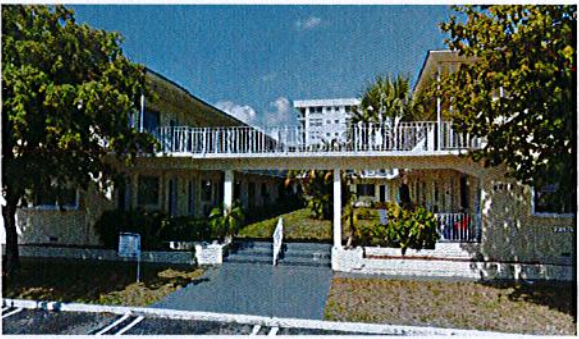
As Shown

Project No.

1216

A-001

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



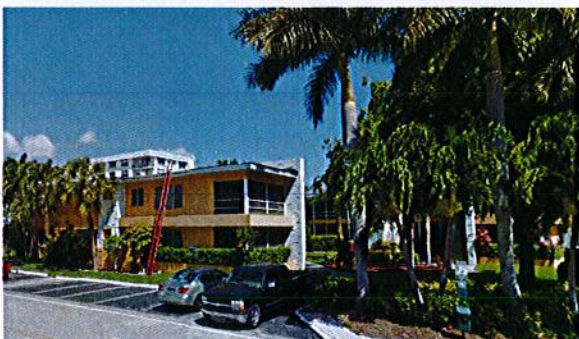
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
NOT TO SCALE

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2990 SW 27TH AVE, 12TH FLOOR
SUITE 110
MIAMI, FL 33135
T: 305.590.5000
F: 305.590.5043

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3901 EAST BAY-HARBOR DR.
BAY HARBOR ISLAND, FL 33154

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 JADE CONDOUR
BAY HARBOR ISLAND, FL
33154

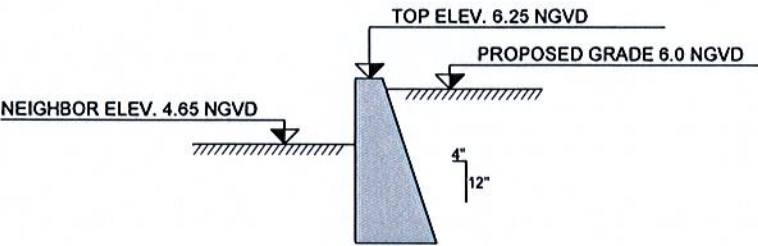
Date
08/15/2013
Drawing
SP-OV
Check by
BP
Scale
As Shown
Project No.
1216

A-002

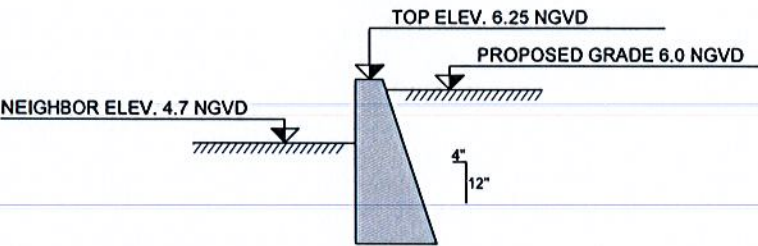
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File: G:\Projects\11716_ROYAL ISLAND HOUSE SITE PLAN REVIEW 2.dgn - By: adamsd - Date: 8/15/2013

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File: C:\Projects\1216_ROYAL ISLAND SOUTH\1216_1216 ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: albert - Date: 8/15/2013

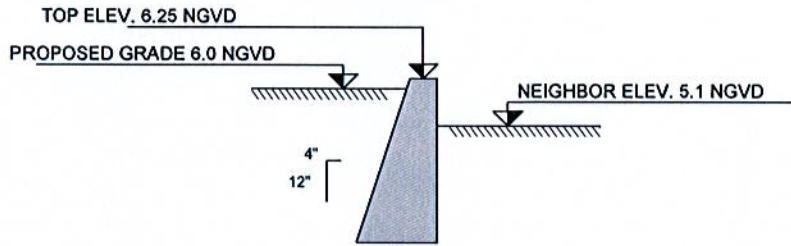
SECTION A-A



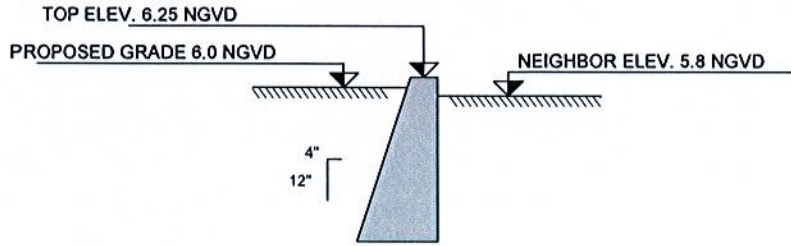
SECTION B-B



SECTION C-C



SECTION D-D



SECTIONS
GRAVITY WALL ALONG THE PERIMETER

1

NOT TO SCALE

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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F: 305.590.5000

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
9801 EAST BAY HARBOUR
BAY HARBOR ISLANDS, ST. LEO, FLORIDA

OWNER
TAUBCO

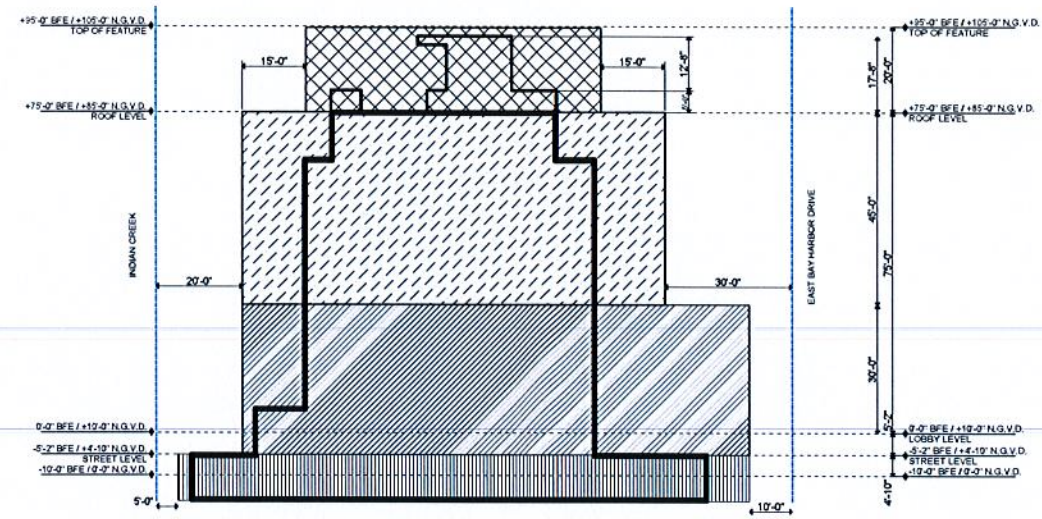
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

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ARCHITECTS INC.
FRANKEL BENAYOUN ARCHITECTS
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FLORIDA
33154

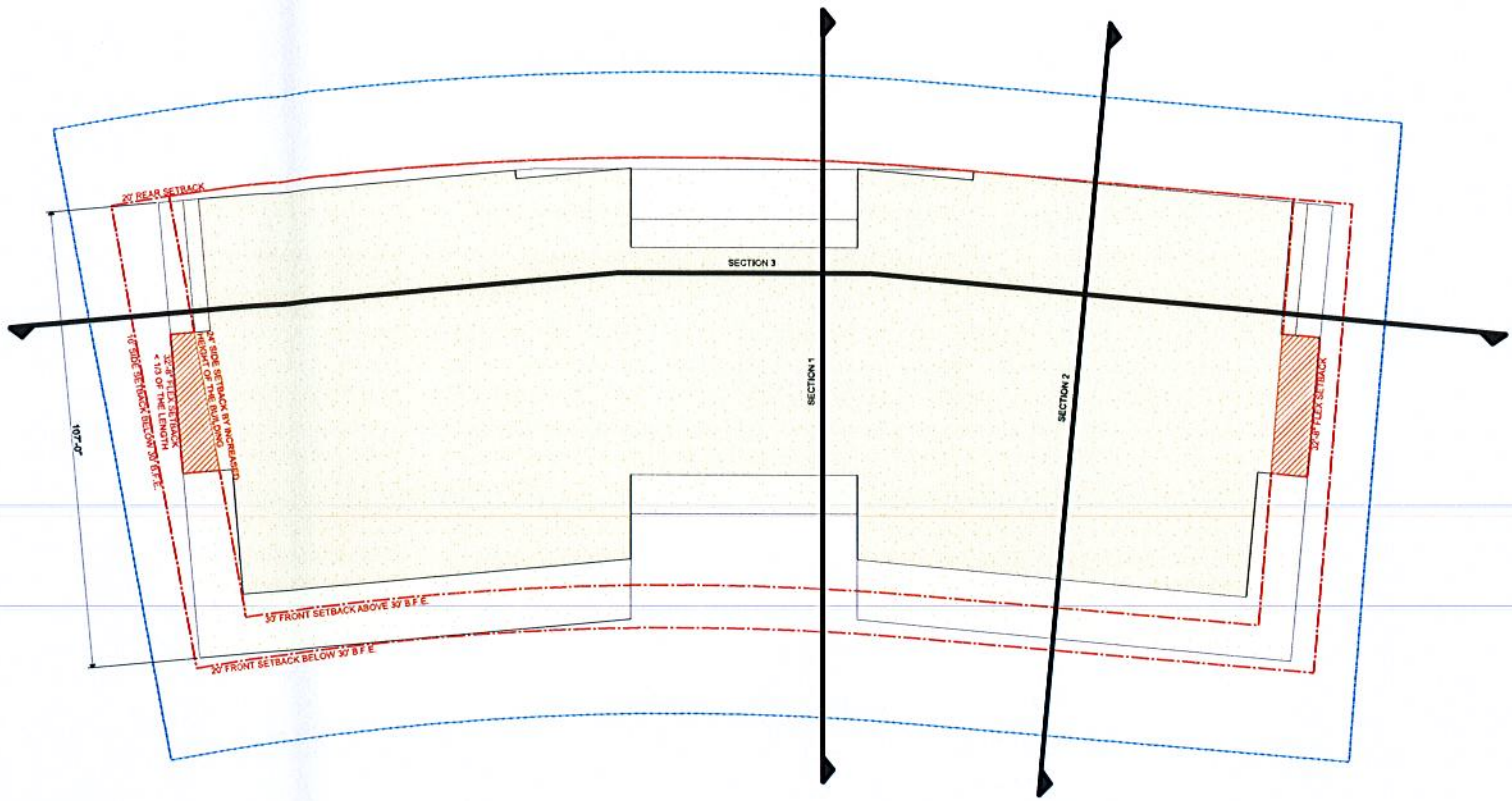
Date
08/15/2013
Drawing
BP-CV
Check by
BP
Scale
As Shown
Project No.
1216

A-003

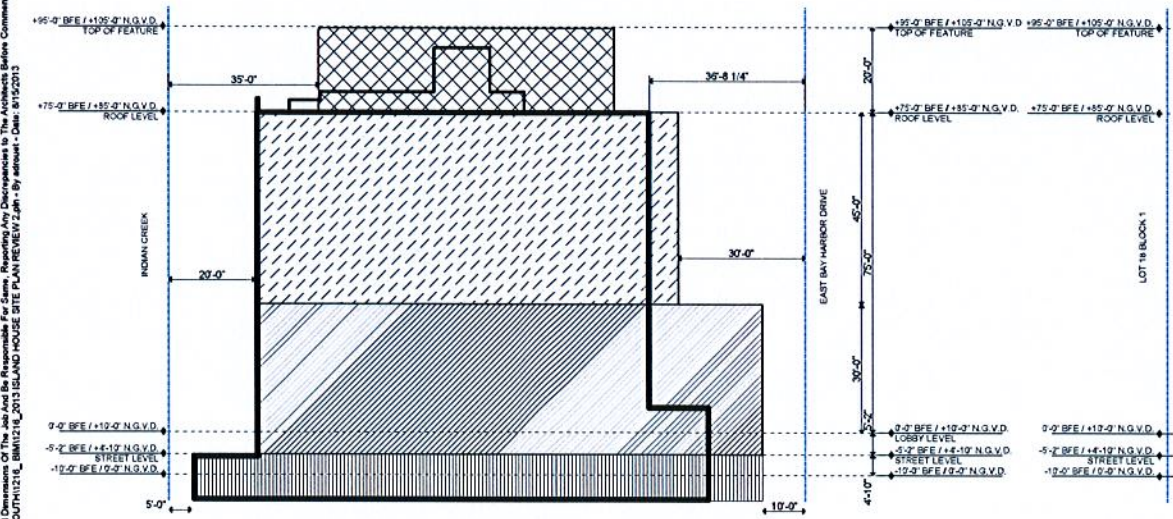


2 SECTION 1
SCALE: 1" = 20"

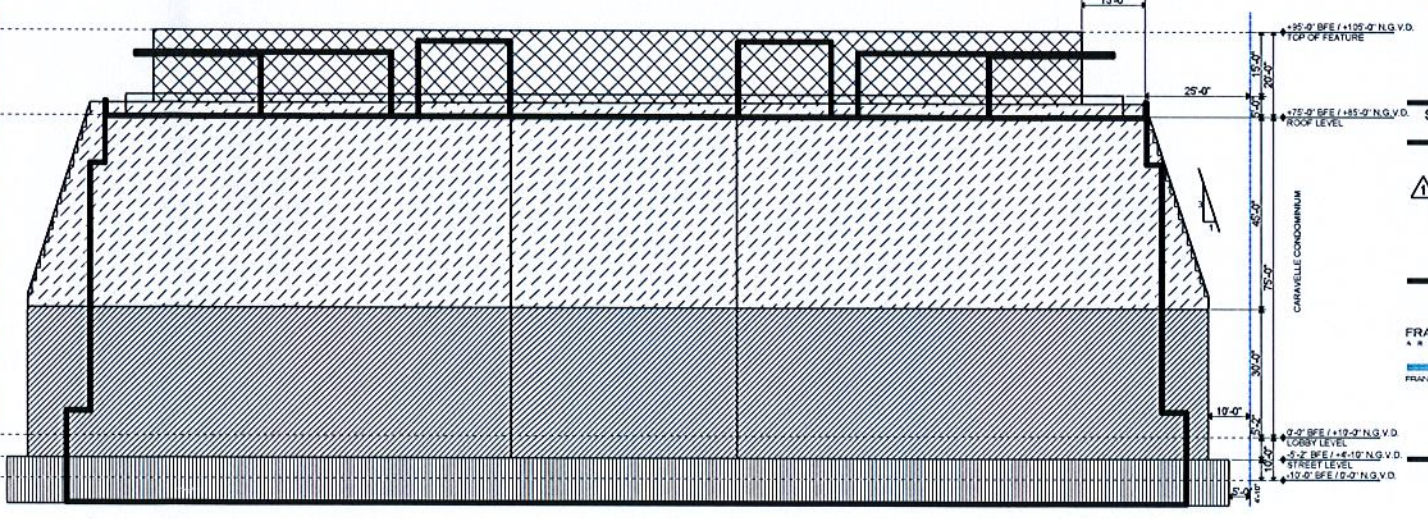
- NOTES:
- ROOF DECK SETBACKS
 - SETBACKS ABOVE 30'-0" h. B.F.E.
 - SETBACKS BELOW 30'-0" h. B.F.E.
 - PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4



1 SETBACKS SCHEME
SCALE: 1" = 20"

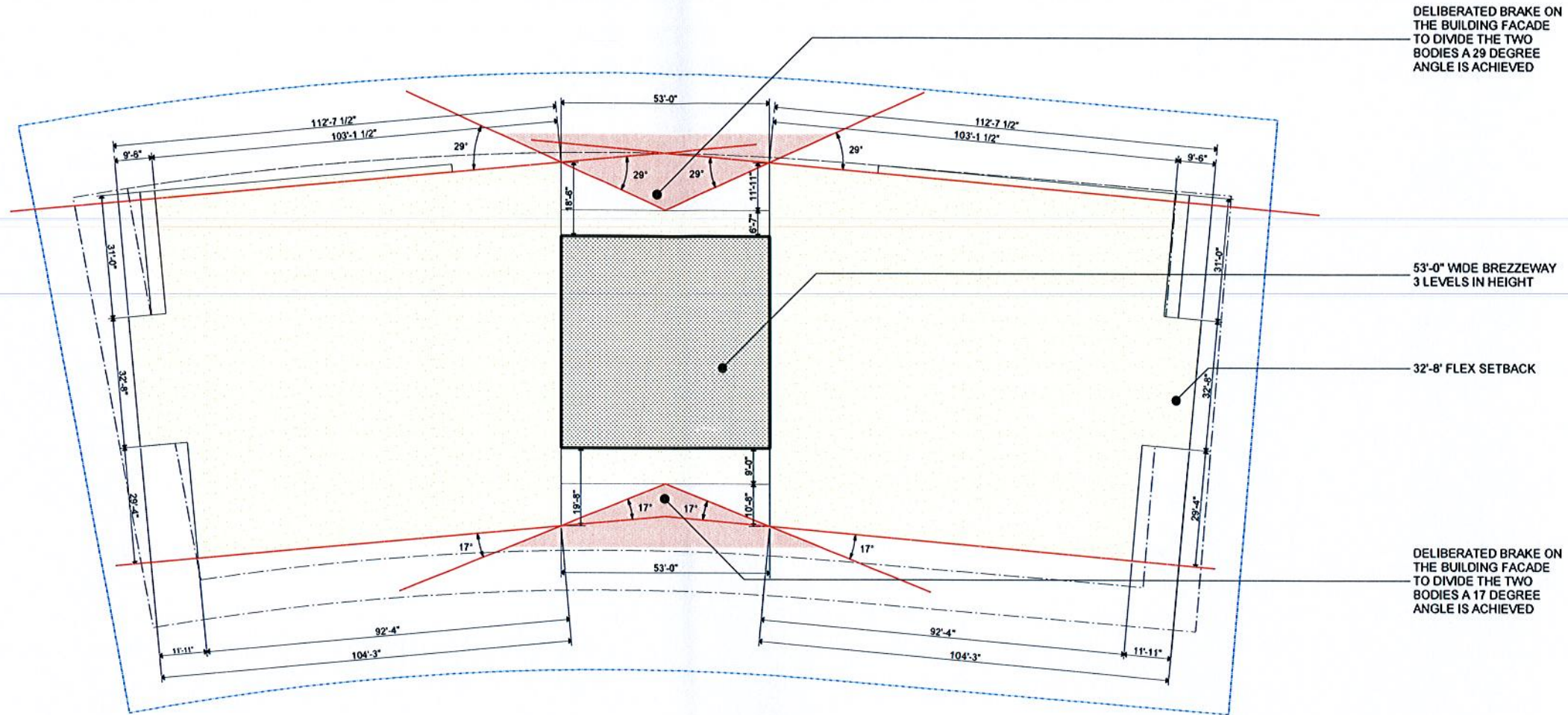


3 SECTION 2
SCALE: 1" = 20"



4 SECTION 3
SCALE: 1" = 20"

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1 BUILDING ARTICULATION SCHEME

SCALE: 1/16" = 1'-0"

CODE REQUIREMENTS_
Building Length:
- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

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T: 305.590.5000
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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3301 EAST BAY HARBOR CIRCLE
BAY HARBOR BLVD, 33154, FLORIDA

OWNER
TAUBCO

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

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A-005

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_1216 ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: amsd - Date: 8/15/2013



1 SITEPLAN - CONTEXT
NOT TO SCALE

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR BLVD, 33154 FLORIDA

OWNER
TAUBCO
TT

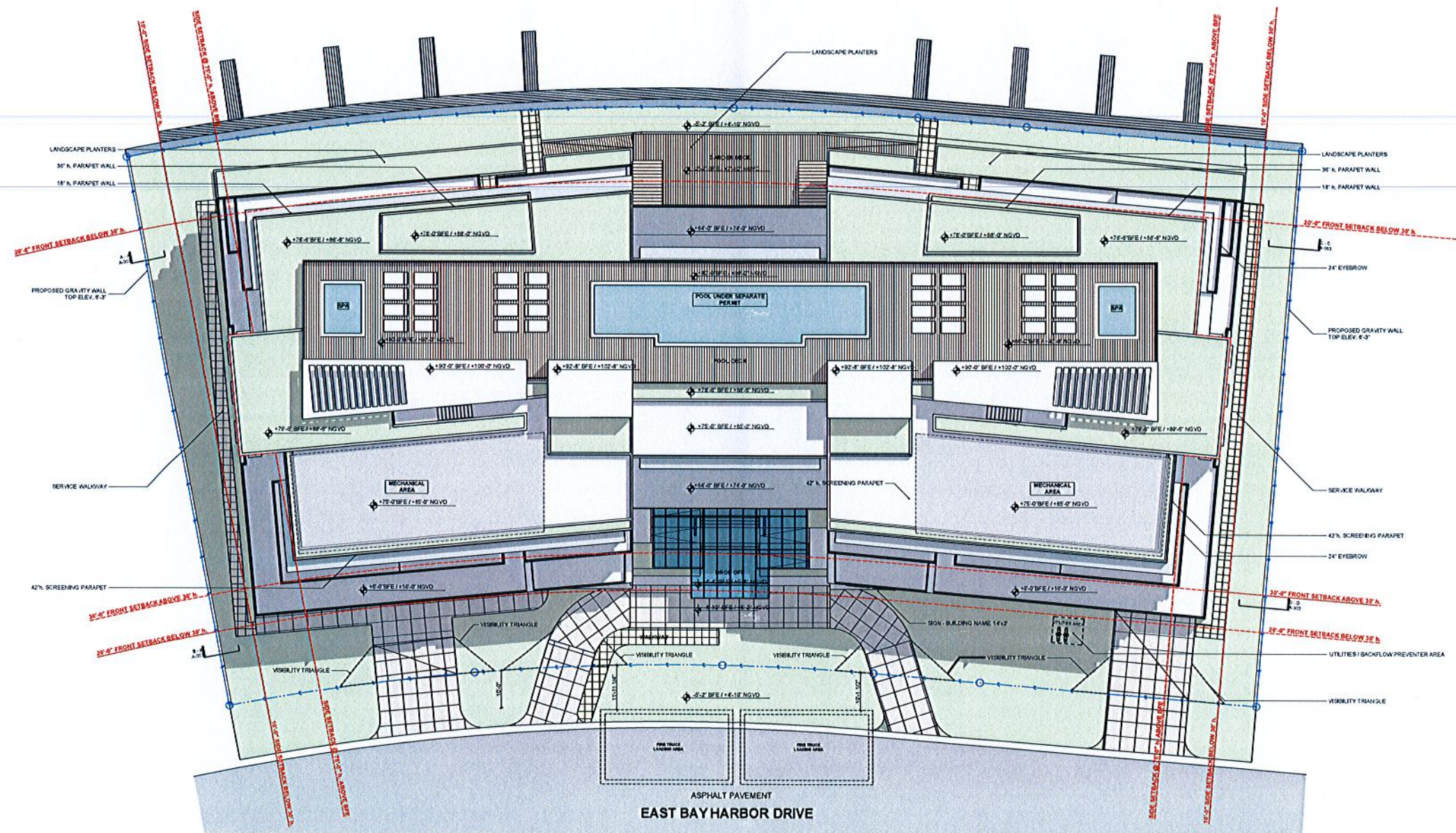
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Permit Revisions
Site Plan Approval Revision
May 30th, 2013

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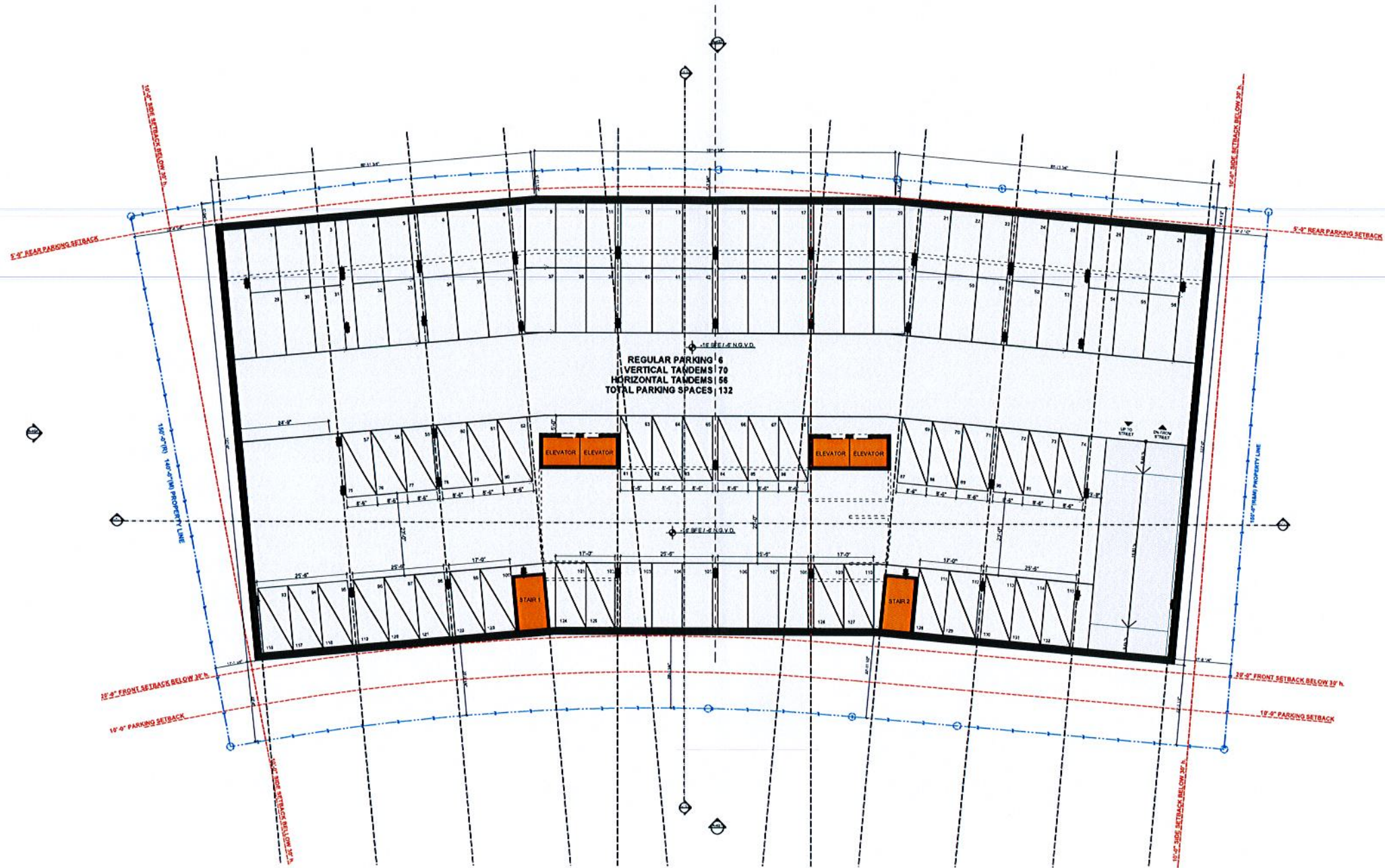
Date
08/15/2013
Drawing
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BP
Scale
As Shown
Project No.
1216

A-006



ISLAND HOUSE
SITE PLAN
SCALE: 1/16" = 1'-0"

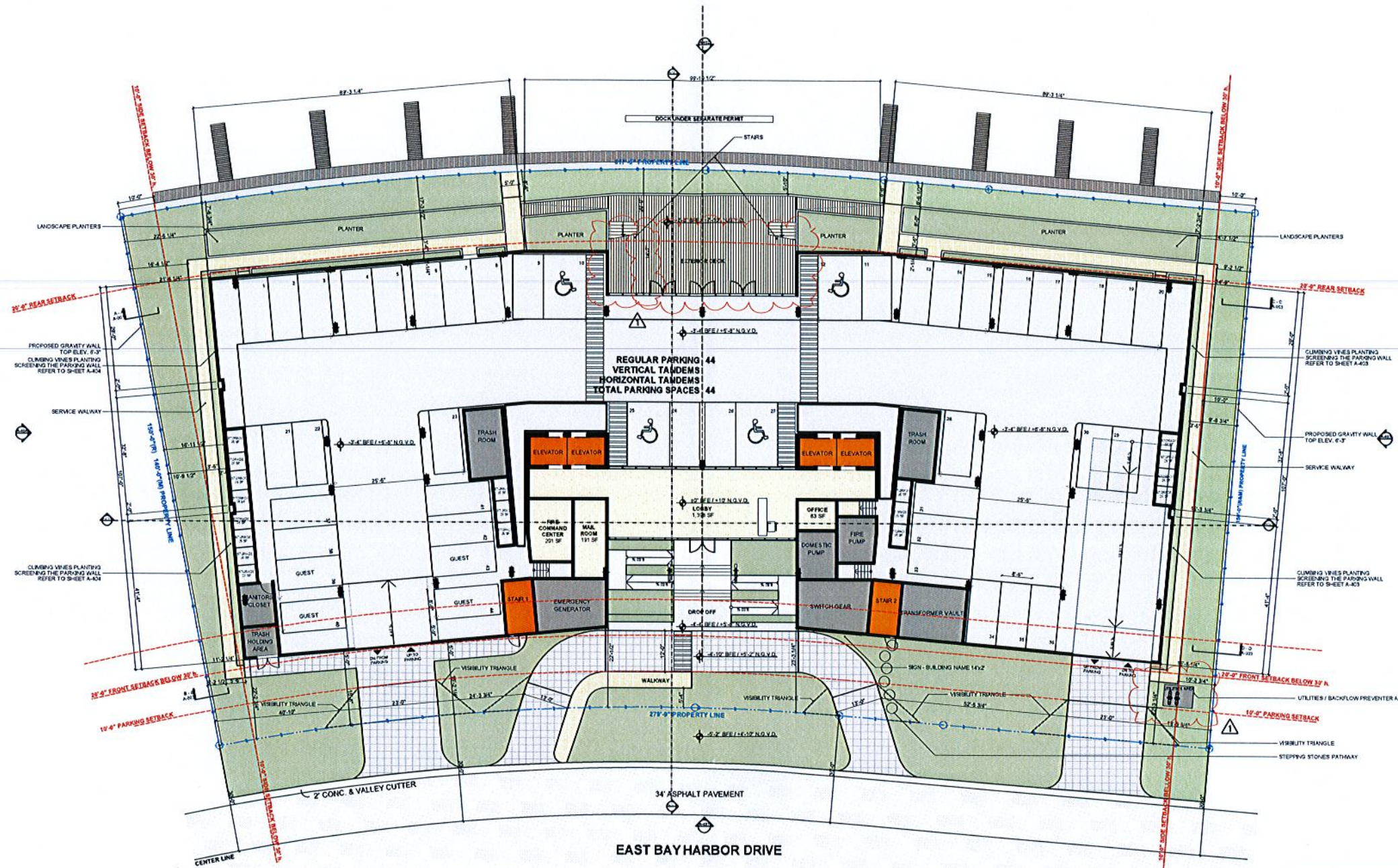
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1

ISLAND HOUSE
PARKING LEVEL -1

SCALE: 1/16" = 1'-0"



NOTE
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"



1

ISLAND HOUSE
FIRST LEVEL

SCALE: 1/16" = 1'-0"



1

ISLAND HOUSE
SECOND LEVEL

SCALE 1/16" = 1'-0"



1

ISLAND HOUSE
THIRD TO SIXTH LEVEL

SCALE: 1/16" = 1'-0"

NOTE
TERRACE AREA = 2,142 SF
LANDSCAPE PROVIDED = 342 SF > 15% OF TERRACE

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_ISLAND HOUSE SITE PLAN REVIEW 2.dgn - By: lreina - Date: 8/15/2013

ISLAND HOUSE

10001 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, SE 15A, FLORIDA



SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30, 2013

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08/15/2013
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Project No.
1216

A-105



1

ISLAND HOUSE
SEVENTH LEVEL

SCALE: 1/16" = 1'-0"

ISLAND HOUSE

0801 EAST BAY HARBOUR DR.
BAY HARBOUR BLVD. SE 15th FLORIDA



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Plumbing Revisions
Site Plan Approval Revision
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BAY HARBOUR BLVD. SE
FLORIDA
33154

Date

08/15/2013

Drawing

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Check by

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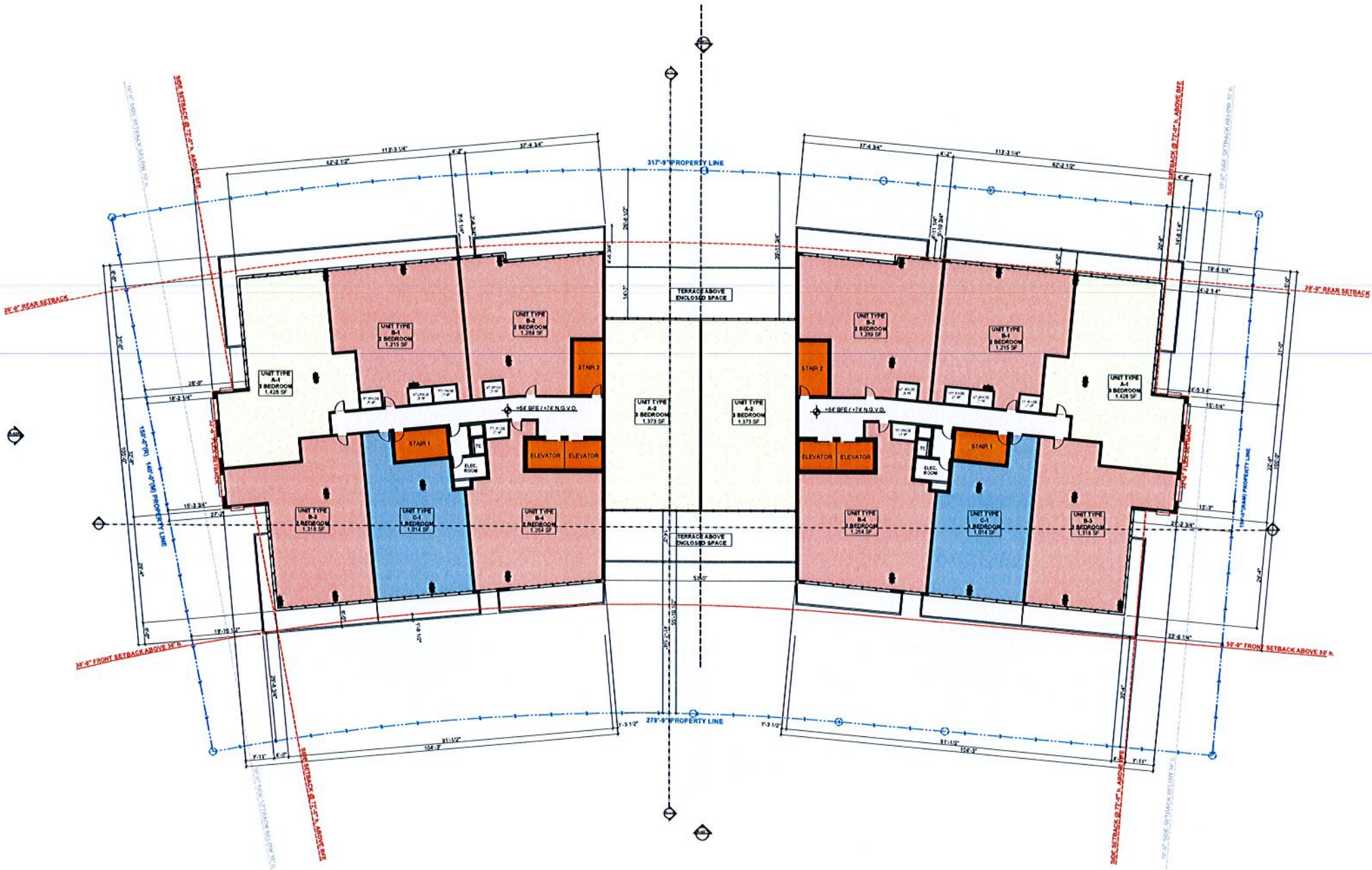
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As Shown

Project No.

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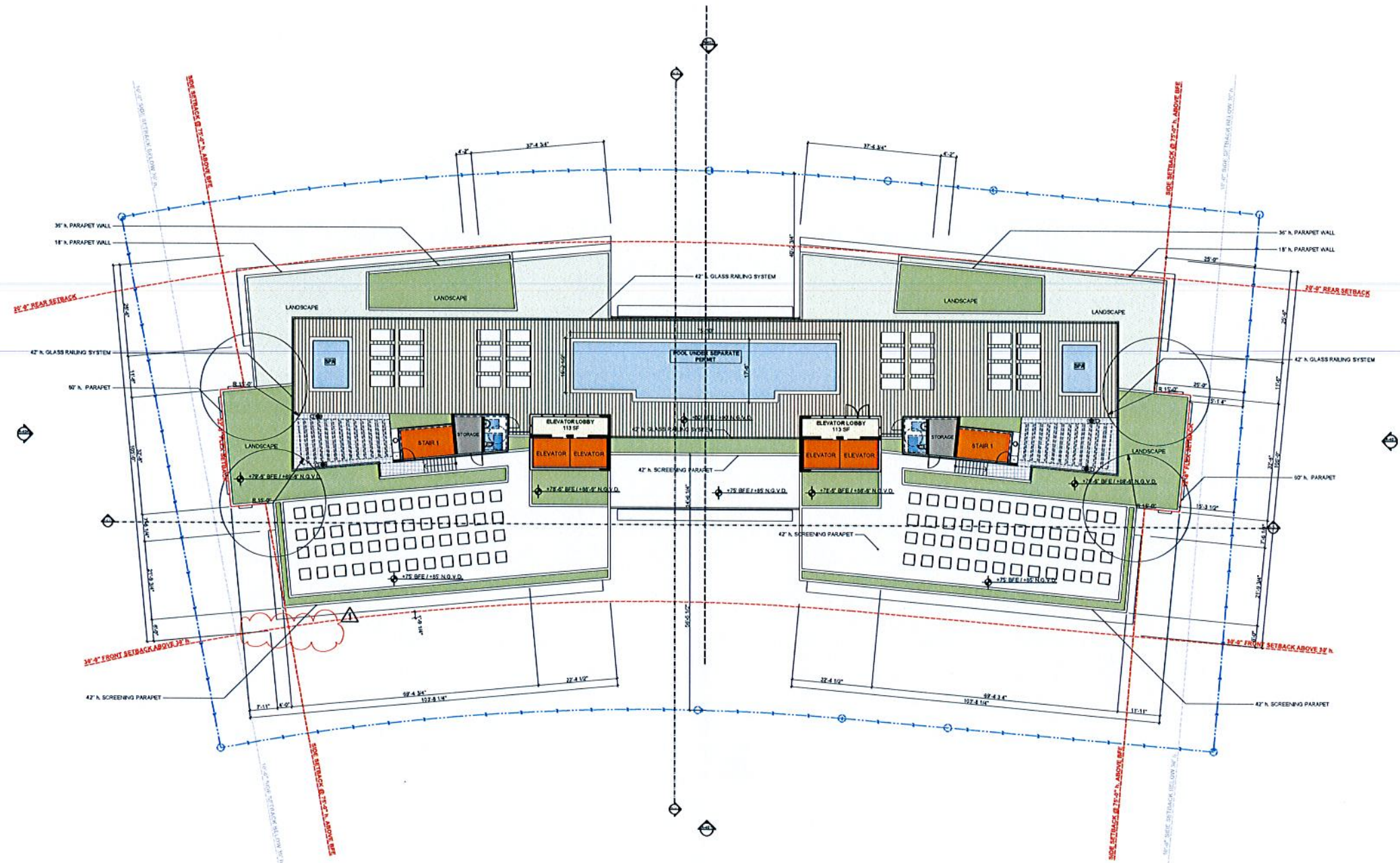
A-106



1

ISLAND HOUSE
EIGHTH LEVEL

SCALE 1/16" = 1'-0"

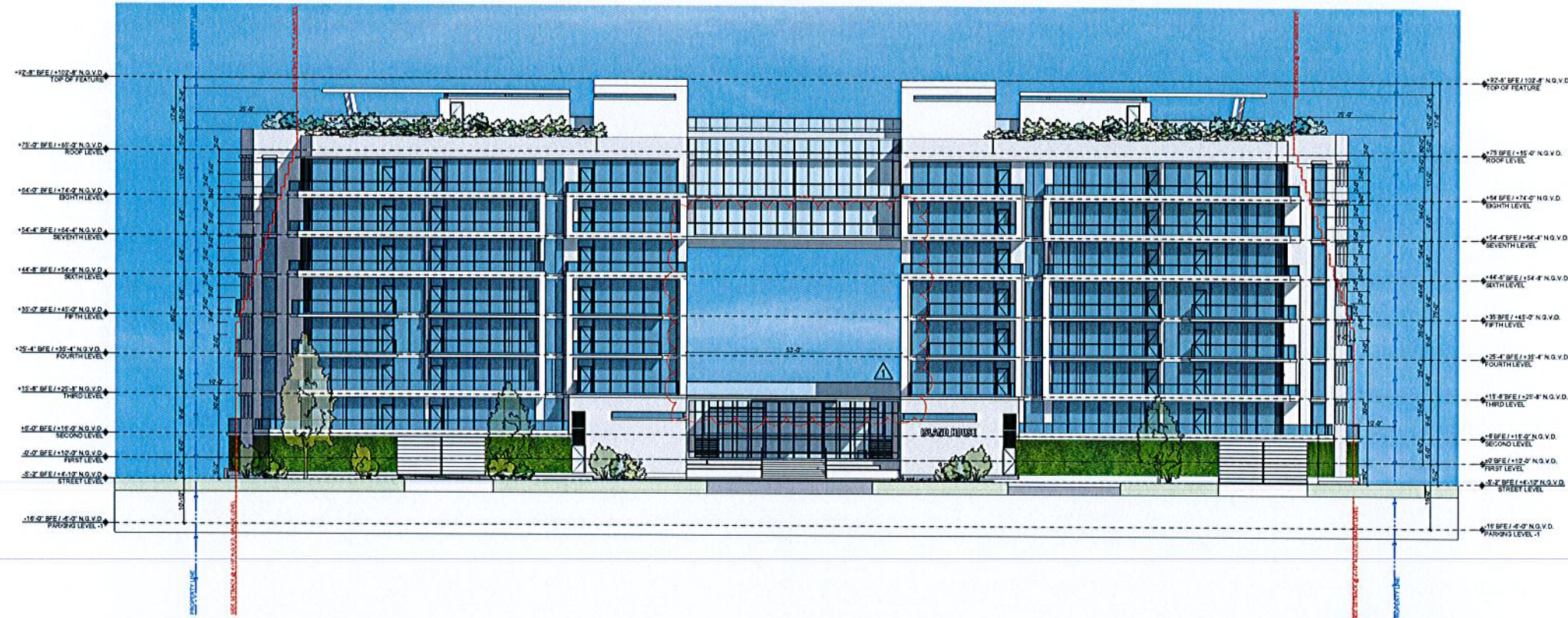


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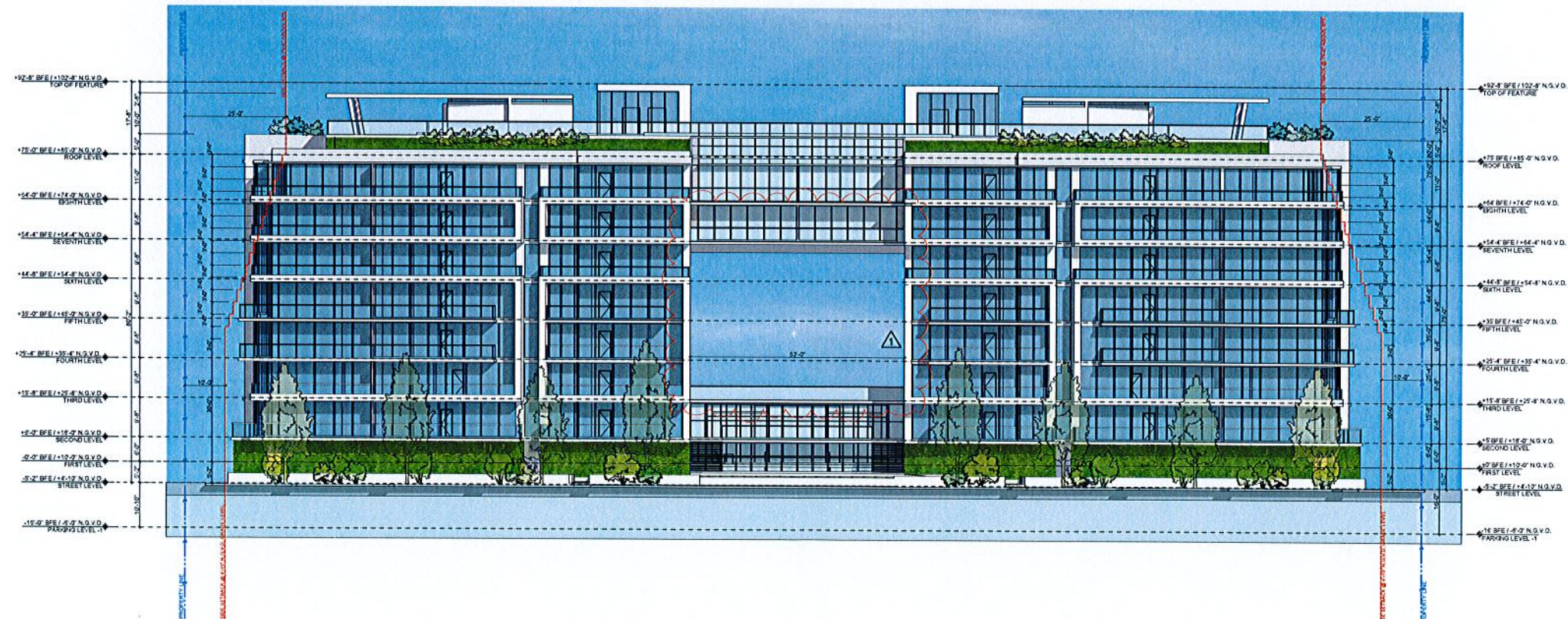
①

ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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1 WEST ELEVATION
SCALE 1/16" = 1'-0"



2 EAST ELEVATION
SCALE 1/16" = 1'-0"

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, 33154, FLORIDA

OWNER
TAUBCO
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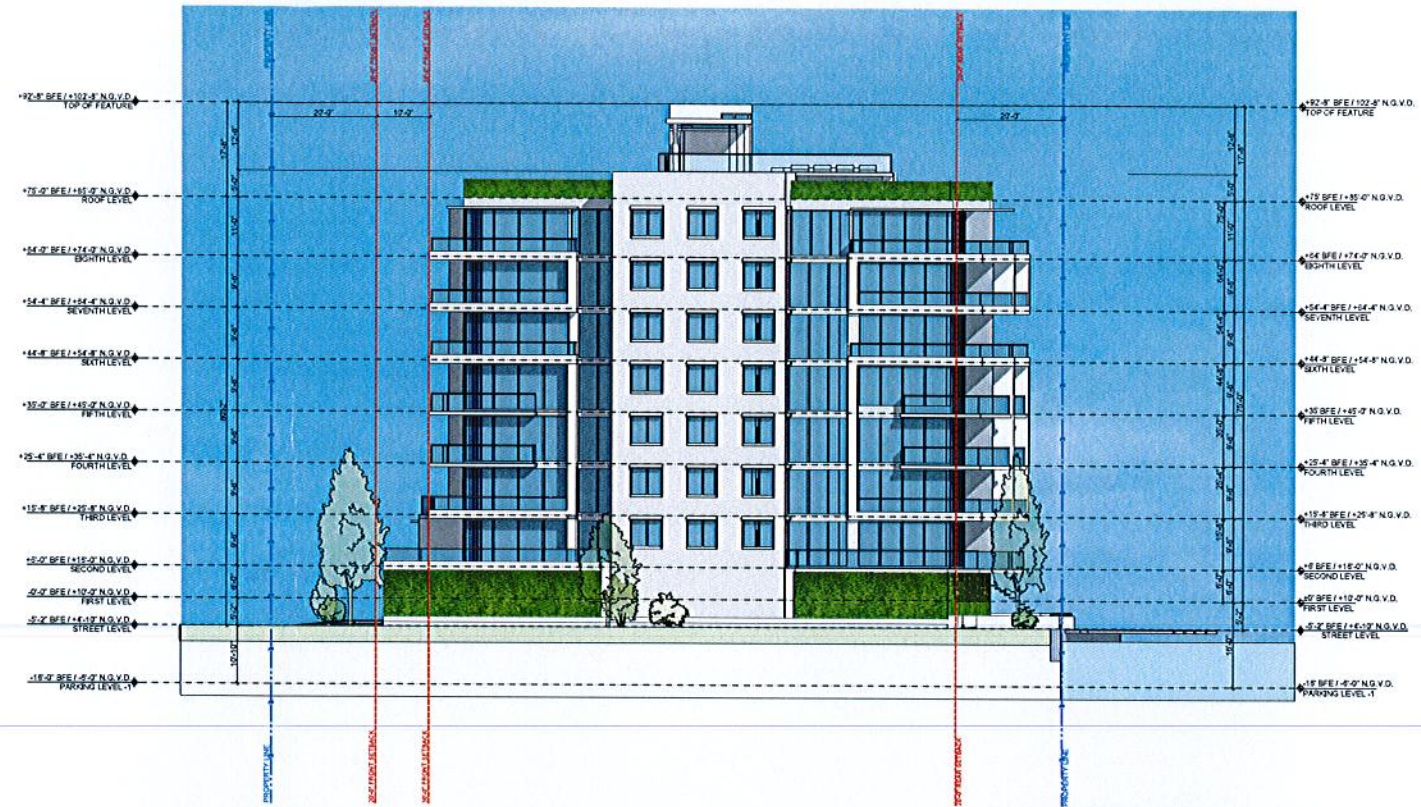
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Site Plan Approval Revision
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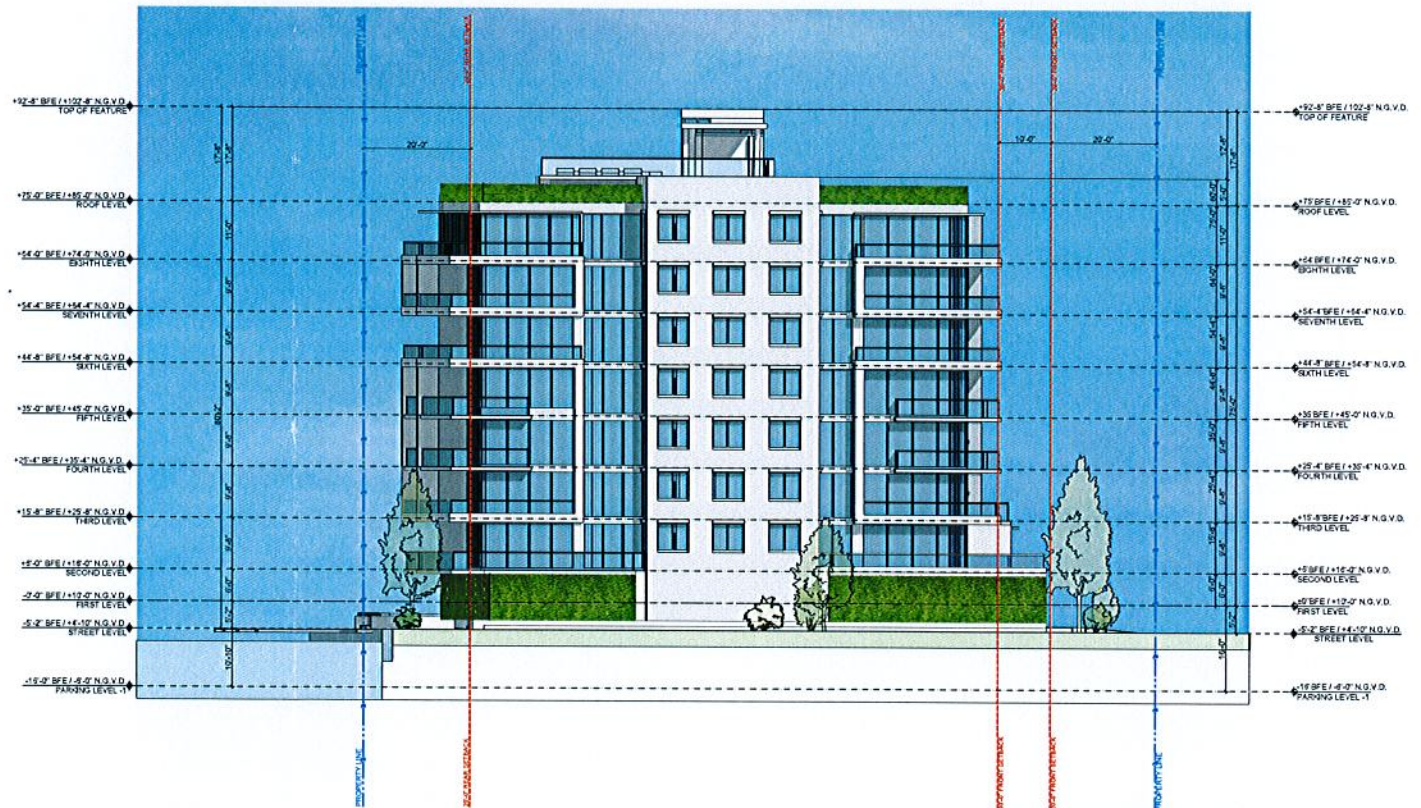
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A-401

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File: G:\Projects\1316_ROYAL ISLAND SOUTH ELEVATION SITE PLAN REVIEW.dgn - By: daniel - Date: 8/15/2013



1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE 1/16" = 1'-0"

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PROJECT

ISLAND HOUSE

3801 EAST BAY HARBOUR DR.
BAY HARBOR ISLAND, 33154 FLORIDA

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TAUBCO
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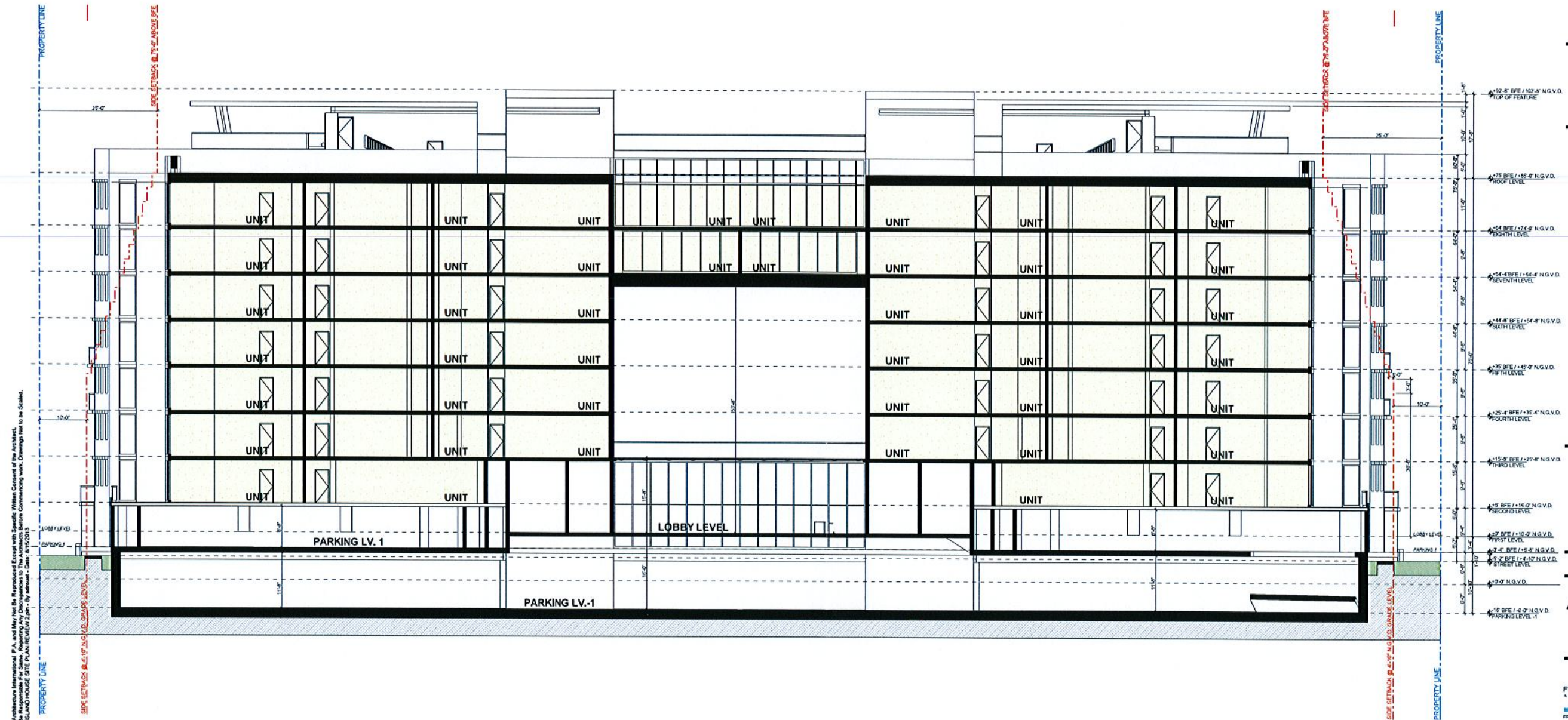
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May 30, 2013

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FLORIDA
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Date
08/15/2013
Drawing
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As Shown
Project No.
1216

A-402



1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

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DESIGN BY

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AR 0007972

PROJECT

ISLAND HOUSE

8201 EAST BAY HARBOUR,
BAY HARBOR ISLAND, 33154, FLORIDA

OWNER



SCHEMATIC
DESIGN

Permit Revisions

	Site Plan Approval Revision May 30th, 2013
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FLORIDA
33154

Date _____

08/15/2013

Drawing
P2 CM

Check by

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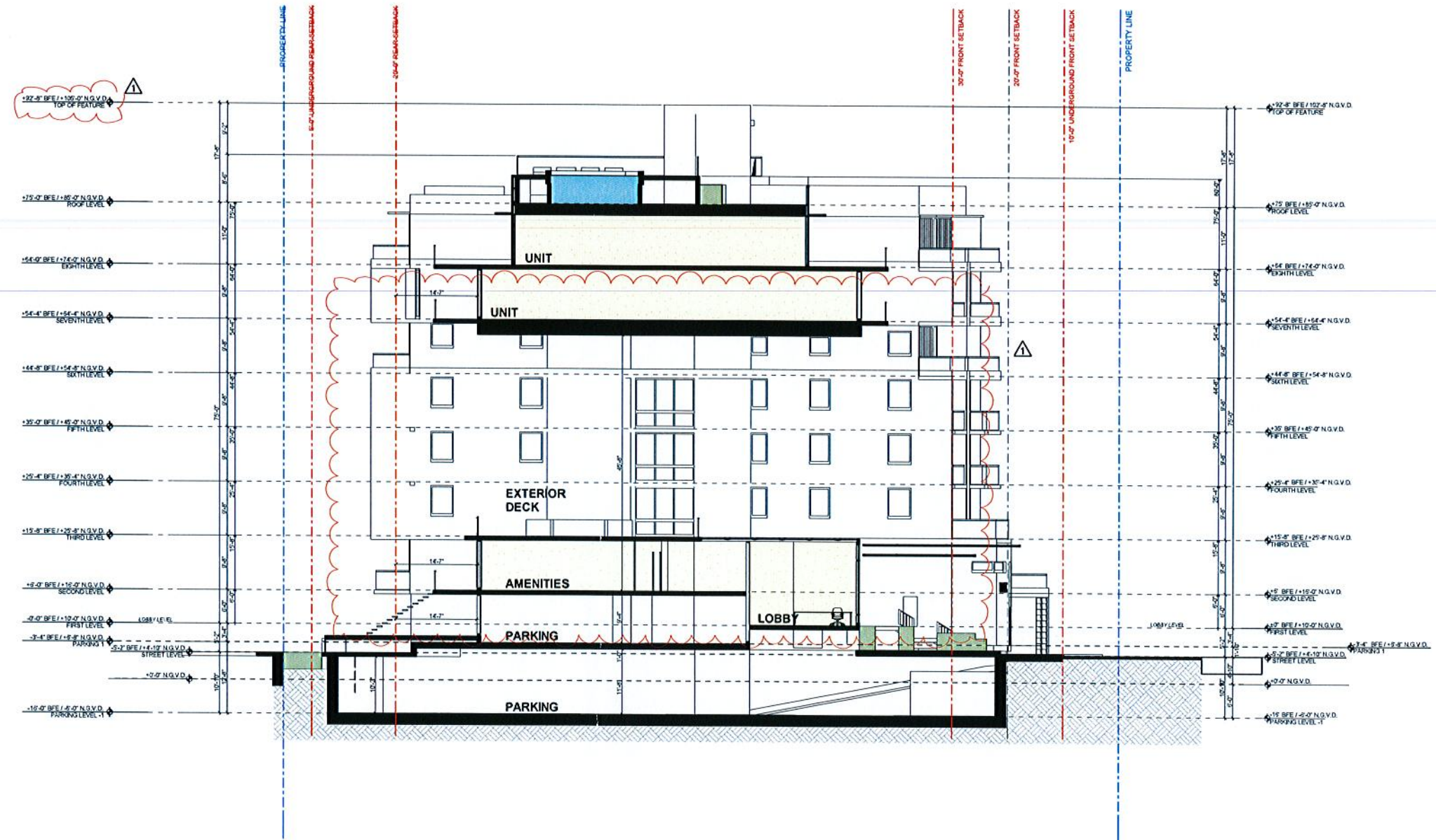
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1216

A-502

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1 N-S SECTION
SCALE: 3/32" = 1'-0"







Town of Bay Harbor Islands Code Compliance Department

TDR Inspection

Date: January 20, 2016

Property Address: The Anchorage Co-Op
10001 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



No pending violations.

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 12.

ITEM: Consideration and Approval of Change Orders 11, 12 and 13 in favor of M & J Construction of Pinellas County Inc. in the total amount of \$127,884.66. Enclosed find a copy of the change order forms.

DESCRIPTION:

Approval is hereby sought for Change Orders number 11 and 12 regarding the Rehabilitation of Broad Causeway Bridges, BC 142 Project.

Change Order number 11 is for Structural repair performed to steel H Piles in the columns for the Intra Coastal Waterway Bridge. This is an unforeseen condition that the contractor was unaware of at the time of bid. The net increase in the Contract amount is \$64,498.80.

Change Order number 12 is associated with pay item number 400-142-3 or the Cathodic Protection System. The field quantities that required zinc aluminum spray are greater than the bid quantities. The cost of this Change Order is \$64,385.86.

Change Order # 13 is in regards to a **credit** of \$1,000.00 for a stainless steel pull box that was omitted.

The overall increase in contract amount as a result of these Change Orders is \$127,884.66.

Attached are copies of Change Orders, duly signed and approved by Hardesty and Hanover LLP.

Staff recommends the Approval of Change Orders numbers 11, 12 and 13 in the amounts of \$64,498.80, \$64,385.86 and -\$1,000.00 respectively, in favor of M&J Construction of Pinellas County, Inc.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This expenditure would require appropriations from the General Reserve Fund in the amount of \$128,884.66.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Change Orders 11 and 12	DOC011316.pdf
2.	Change Order # 13	DOC012516.pdf

Change Order

No. 011

Date of Issuance: December 16, 2015

Effective Date: April 21, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: February 2, 2015	Contract Time started February 2, 2015
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Structural repair work performed to the existing steel H-piles of the ICWW approach span bents that was not included in the original contract scope of work but necessary to maintain structural integrity of piers. Tracked by Time and Materials.

Attachments (list documents supporting change):

1. Seacoast Burden Rates, Equipment Rates, Daily Records of Extra Work Site Source, Certified Payroll Logs

(21 April 2015 thru 29 July 2015 and 12 August thru 25 August 2015).

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 010:

\$ 648,435.24

Contract Price prior to this Change Order:

\$ 12,116,049.42

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

\$ 64,498.80

Contract Price incorporating this Change Order:

\$ 12,180,548.22

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 17 Dec 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 17 Dec 2015

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order

No. 012

Date of Issuance: December 17, 2015

Effective Date: December 17, 2015

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: February 2, 2015	Contract Time started
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Supplement to Pay Item 400-142-3 Cathodic Protection System, Zinc Aluminum Spray. Bent cap field dimensions are greater than those listed in as-built drawings used to prepare Contract Plans

Attachments (list documents supporting change):

1. Original Contract Plan Quantity Calculation; 2. Contract Plan Sheet B1-7; 3. Quantity based on field measurements and adjusted price utilizing unit bid price.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 011 :

\$ 712,934.04

Contract Price prior to this Change Order:

\$ 12,180,548.22

[Increase] [Decrease] of this Change Order:

\$ 64,385.86

Contract Price incorporating this Change Order:

\$ 12,244,934.08

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED

By: [Signature]
Engineer (Authorized Signature)

Date: 18 Dec 2015

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 21 Dec 2015

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

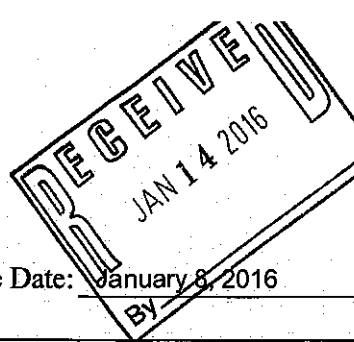
For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



Change Order

No. 013

Date of Issuance: January 8, 2016

Effective Date: January 8, 2016

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Pay Item 508-73-1 reduced \$1,000 to reflect credit to Town by incorporating Request For Modification #006 r1 into the project.
One stainless steel pull box is omitted by incorporating this change and constructability is enhanced.

Attachments (list documents supporting change):

1. Request For Modification #006 r1: MCC and Sub Cable Box Location

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 012 :

\$ 777,319.90

Contract Price prior to this Change Order:

\$ 12,244,934.08

[Increase] [Decrease] of this Change Order:

\$ 1,000.00

Contract Price incorporating this Change Order:

\$ 12,244,934.08

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 8 JANUARY 2016

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

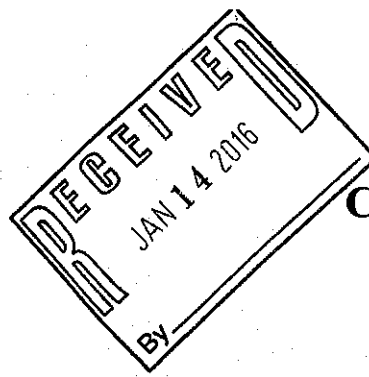
Date: JAN 15, 2016

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11 JAN 16

Date: _____



Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 (727) 934-4665

Transmittal 217-153

December 9, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: // FedEx ☒ Email // US Mail // Hand Deliver
☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

COPIES	DATE	NO.	DESCRIPTION
1	9 Dec 15	217-RFM-006_R1	MCC and Sub Cable Box Locations Revision 1

THESE ARE TRANSMITTED as checked below:

☒ / for approval ☐ / Approved as submitted ☐ / For your use
☐ / As Requested ☐ / Returned for corrections

Remarks: _____

Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer

Request for Modification

RFM # **217-RFM-006_R1****M & J Construction Company of Pinellas County, Inc.**

809 S. Safford Avenue

Tarpon Springs, FL 34689

Phone 727-938-6478

Fax 727-934-4665

TO: Al Banz, CEI, Hardesty-Hanover

FROM: Jose L. Gonzalez

E-MAIL: JGonzalez@mjconstruction.net

Phone/: 727-938-6478 fax 727-934-4665

Project	Town of Bay Harbor Islands	Date of Request	9-December-2015
Contract	BC-142	Date of Response	
RE:	MCC and Sub Cable Box Locations	Date Required or ASAP	ASAP
Drawing #	BE-11, BE-14		
Spec #/Section			

Describe conflict encountered or information/clarification required:

Please see attached Quality Electric Contracting Inc. (Subcontractor) RFM #: 002

M & J Construction Recommends the following:

If information not received by ?? days the following action will be taken:	Schedule Impact: ☐ YES ☐ NO # Days See note below.
	Cost Impact: ☒ YES ☐ NO

Approved By: Jose L. Gonzalez	Title: Project Engineer
Date: December 9, 2015	

Notes:

ENGINEER RESPONSE:	
Proposed modification to the contract plans - relocation of submarine cabinet next to the new Motor Control Center and deleting the exterior NEMA 4X pull box - is acceptable. Please proceed with the changes. A Change Order (Change Order #013) will be prepared and processed for the credit to the Owner.	
Response By: Alfred G. Banz, PE DATE: 8 January 2016	

REQUEST FOR MODIFICATION

to: Mr. Jeff Rock

M & J Construction
809 S. Safford Ave
Tarpon Springs, Fl 34688

Re: MCC and Sub Cable Box Locations

Jobsite: Broad Causeway Bridge
File Name: Project Number BC142
Date: December 4, 2015

Quality Electric Contracting, Inc.

RFM

02

No

Reference to Technical Documents (Drawings/Specs):

Sheet BE-11, BE-14

Cost Impacts: \$1000.00 see attached quote

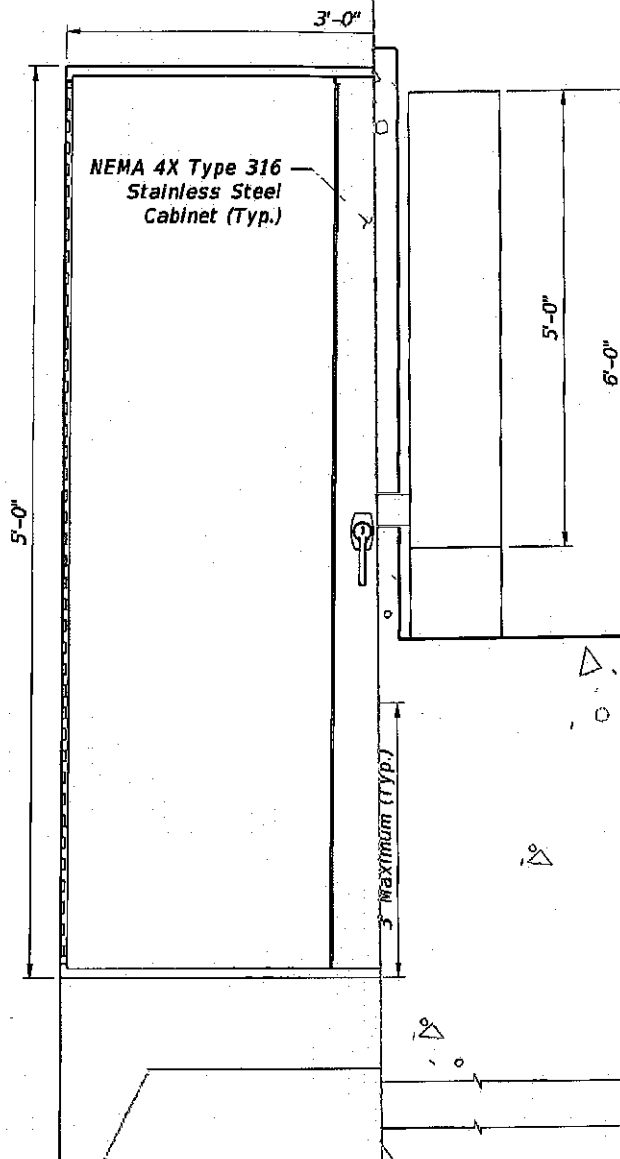
Affects Schedule: None

Plans Sheet BE-11 shows the new Submarine Cable termination box located on the East wall of the MCC electrical room. This will require sever bending of the HDPE conduits and the box location, because of depth restricts the walkway down to the work platform. By moving the sub cable termination box to the west end of the MCC location the HDPE conduits will make a much more aligned installation and we will mount another junction box with a 6" depth at the location of the sub cable box for terminations of CP-1 and the MCC, this box will be held as close the MCC location as possible, thereby allowing a clear walkway to the work platform.

We will also move the primary cable junction boxes as close to the primary cable rooms as possible. They are also shown on BE-11 just to the North of the Fender System Door.

We will offer a credit of \$1000.00 for the 316 SS Junction-box that will no longer be needed on the outside of the near side pier. See quote attached...

Hugh Dyoll Turner



NOTES:

1. The submarine conduit terminal cabinet and sub deep.
2. The submarine conduit terminal cabinet shall inc and shall have hinged doors with a three-point
3. The submarine conduit splice box shall have a h remain empty and serve as a spare.
4. Sleeve HDPE submarine conduit in PVC conduit mounted pull boxes. Nipple pull boxes to termina holes in wall. Pull boxes are not required where PVC sleeves and HDPE conduits to the enclosure

TE Seal End of Sleeve with Expanding Foam

WALL MOUNTED
E CONDUIT SUPPORT

Bridge No. 875101

REVISION				REF. DWG. NO.	
DATE	BY	DESCRIPTION	DATE	BE-14	
				SHEET NO.	
				B1-105	

VE CONDUIT DETAILS (2 OF 2)

CAUSEWAY BASCULE BRIDGE
ON OVER INTRACOASTAL WATERWAY

New sub cables to enter at this location , Far side similar.

New Disconnect Switch

New Conduit Motors

Support Water Pipe on Ceiling from New Independent Hange System

CONNECT
AILS

Existing Drive Cabinet

ation by the fender door to the corner of cal both near and far sides.

Attach New Relay to Existing Con Cabinet (C

Relocate Existing Transformer to Wall
Remove Existing Switchboard Enclosures. Patch and Level Floor as Required Due to Removed and Abandoned Conduit, Submarine Cable, Mounting Bolts, etc.

Relocate Existing Switchboard Back Panels, Controls, & Lighting to New NEMA 4X Type 316 Stainless Steel Enclosures. Furnish and Install New Through-Door Main Circuit Breaker Operator.

Far Side Submarine Conduit Terminal Cabinet and Splice Box Adjacent to Existing Terminal Cabinet (Far Adjacent Side)

New Submarine Conduit Pull
New Nearly Closed

Bridge No. 875101

REVISION				REF. DWG. NO.	
DATE	BY	DESCRIPTION	DATE	BE-11	
				SHEET NO.	
				81-102	

TRICAL MACHINERY LAYOUT

CAUSEWAY BASCULE BRIDGE
ON OVER INTRACOASTAL WATERWAY

Quotation

#3201 TAMPA APS
ANIXTER POWER SOLUTIONS LLC
10301 FISHER AVE
TAMPA FL 33619-7839
813-621-9649 Fax 813-628-0979

SE39362152
08:45:13EST 12/09/15

ALL SALES SUBJECT TO TERMS & CONDITIONS OF SALE FOUND ON
 ANIXTERPOWERSOLUTIONS.COM. PRODUCT SAFETY DATA SHEETS ON SAME WEB SITE.

Sold To:45514
QUALITY ELEC CONTRACTING INC
PO BOX 1688
CLEWISTON, FL 33440-1688
863-983-4101 Fax 863-983-4603

Ship To:45514
QUALITY ELEC CONTRACTING INC
BROAD CAUSEWAY BRIDGE
FL SR 922
MIAMI, FL 33154
863-983-4101 Fax 863-983-4603

Ordered By		Ship Via		Quote Date	
DYOLL				12/09/15	
Writer		Freight Terms/FOB		Expiration Date	
Michelle Magaw		No		01/08/16	
Salesperson		Terms		FOB	
Ronnie Beauchesne		2% 10TH PROX 1.5% SC 50			
Special Instructions					
Quantity	Product Description	FD	Unit Price	UM	Net Amount
1ea	E-BOX S24248N4X-6 SS 316		972.000	ea	972.00
Total Weight 0.0 lbs				Subtotal	972.00
THIS IS A QUOTATION Prices are firm until 01/08/16, subject to change without notice after 01/08/16. SALES TAX IS AN ESTIMATE!S&H IS AN ESTIMATE!				S&H	0.00
				Tax	68.04
				Total	1040.04

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a proposal from Kimley-Horn and Associates, Inc in the amount of \$44,000 for the preparation of a limited due diligence report for the renovation or relocation of Town Hall. Enclosed find a copy of the proposal.

DESCRIPTION:

The preparation of a limited due diligence report is to analyze / study three (3) locations within the Town to determine the feasibility of renovating the existing Town Hall site or constructing a new Town Hall facility.

A summary report of the findings and assumptions will be prepared once the data is collected.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposal	Town Hall Relocation.pdf
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January 15, 2016

Ron J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

**Re: Town of Bay Harbor Islands
Town Hall Land Evaluation
Limited Due Diligence Report**

Dear Mr. Wasson:

In accordance with our general services agreement, Kimley-Horn and Associates, Inc. (ENGINEER) is pleased to submit this letter agreement (AGREEMENT) to the Town of Bay Harbor Islands (TOWN) to provide professional services associated with the preparation of a limited due diligence report for the renovation or relocation of Town Hall. The project objective is to analyze/study three locations within the Town to determine the feasibility of renovating the existing Town Hall site or constructing a New Town Hall facility. The three locations are as follows:

- Renovate the existing Town Hall facility at 9665 Bay Harbor Terrace and add a buildout (approximately 6,000 SF) over the existing Town Hall surface parking lot. This would be a second floor addition with lower level parking. This would allow for Town Hall, Police and Public Works to remain in their existing facilities while providing a renovated facility with additional square footage.
- Construct a Town Hall facility at 1165 95th Street within the vacant lot located on the west side of the existing parking garage structure. The Town owns this property and it is understood that the parking can be shared with the parking garage structure. It is assumed that this location would only house Town Hall and Police employees with Public Works remaining in their current location.
- Construct a Town Hall facility at 1501 Broad Causeway within the vacant lot just west of the Chevron Station located on the Broad Causeway. It is assumed that this location would only house Town Hall and Police employees with Public Works remaining in their current location.

A limited due diligence report summarizing findings and assumptions will be prepared once the data is collected.

Our scope of services, schedule, and fee are below.

SCOPE OF SERVICES

TASK 1 - SITE DATA COLLECTION

During this phase, the ENGINEER will perform the following services:

1. Visit the three site locations one (1) time to note any visible signs of existing utility connections, onsite uses and to take photographs.
2. Complete a Sunshine One Design Ticket and send out letters in an attempt to obtain available information from the infrastructure and service providers outlined by the Sunshine One Design Ticket.
3. Obtain available property information and zoning maps.
4. Access FEMA Maps and available elevation certificates for the sites.
5. Obtain Miami-Dade Water and Sewer Department (MDWASD), City of North Miami, and Bay Harbor Atlases for water and sewer information and request readily available “as-built” drawings.
6. Obtain NAPOT sewer capacity information for the receiving pump stations.
7. Obtain FP&L as-builts for any existing easements within the properties.
8. Obtain any FDOT roadway improvement project information.
9. Review applicable Town, County and State Road maps.
10. Assess the need for additional fire hydrants around the properties and request a fire flow test from the Fire Department.
11. If available, review any site survey information and provide comments on any missing components.
12. Provide a preliminary timeline for obtaining the necessary civil approvals and permits based on prior project experience.

TASK 2 – MEETINGS AND PROJECT COORDINATION

Kimley-Horn will attend up five (5) meetings to further develop the limited due diligence report and discuss any specific issues or concerns the Town may have with each site. Additional meetings may include those meetings that are pertinent to the development of the report and may include, but are not limited to:

1. City of North Miami
2. FPL
3. Town of Bay Harbor Islands

TASK 3 – LIMITED DUE DILIGENCE REPORT

Kimley-Horn will prepare a limited due diligence report that will incorporate the data collection findings that were collected during Task 1. A draft report will be prepared and provided to the Town for review and comment. Once comments are received Kimley-Horn will finalize the report and

provide up to ten (10) hard copies of the report and one (1) electronic copy. The report will address the following items:

- Land Use
- Access
- Water and Sewer service
- Drainage
- Environmental issues
- Required agency approvals
- Conclusion/Recommendations

The diligence report will be limited to site civil/land evaluations of the three (3) proposed options to help the Town better understand the feasibility of pursuing each site and associated advantages and disadvantages for the Town's consideration. This is the first step in determining the preferred site, but additional research such as architectural evaluation for proposed Town Hall building programs, detailed traffic studies, and possible public involvement sessions not included in this scope of work are recommended prior to selecting a final Town Hall location.

TASK 4 - ADDITIONAL SERVICES

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

- Traffic studies
- Environmental permitting
- Sustainability Design (i.e. LEED)
- Public Involvement

DELIVERABLES

Limited Due Diligence Reports, ten (10) paper copies and one (1) electronic copy

SCHEDULE

The ENGINEER will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

FEE AND BILLING

The ENGINEER will perform the services described in the Scope of Services for a lump sum fee of \$44,000.00. Payment to the ENGINEER will be in accordance with the general services agreement. Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 25 days of the receipt of the invoice.

The following task items represent a breakdown of the lump sum amount for reference:

TASK	DESCRIPTION	LABOR FEE
1	Site Data Collection	\$16,000.00
2	Meetings and Project Coordination	\$9,800.00
3	Limited Due Diligence Report	\$18,200.00
LUMP SUM FEE		\$44,000.00

I appreciate this opportunity to submit a letter agreement. Please contact me at 954-535-5112 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Gary R Ratay, P.E.
Senior Associate

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

TOWN OF BAY HARBOR ISLANDS

Agreed to this _____ day of _____, 2016

By: _____

Title: _____

_____, Witness
(Print or Type Name)

Official Seal:

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 14.

ITEM: Approval of a proposal from Airstron, Inc. in the amount of \$102,568 for emergency repairs to the Air Conditioning System for Town Hall. Enclosed find a copy of the proposal and supporting documents.

DESCRIPTION:

On January 13, 2016 the air conditioning system that services the main offices at Town Hall, Building Department, Police Department and the Council Chambers failed. A rental unit is currently on site to provide air-conditioning to all the affected areas.

Enclosed find a cost proposal from Airstron, Inc to replace the air conditioning system.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This expenditure will require appropriations from the General Reserves Fund in the amount of \$102,568.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	proposal	AC proposal.pdf
----	----------	-----------------

interoffice
MEMORANDUM

From: Randy Daniel, P.E. - Town Engineer
To: Ron Wasson - Town Manager
Copy: J.C. Jimenez - Assistant Town Manager
Date: January 28th 2016
Subject: Emergency Repairs to Air Conditioning System for Town Hall

Randy Daniel



1.0 Background

On January 13th 2016 the air conditioning system at Town Hall failed. It was discovered that the unit was flooded which caused the system to freeze. This AC provides cooling for the main offices at Town Hall, the building Department, the Police Department and Council Chambers. The unit is a reciprocating type, packaged chiller, installed in 1994 and is 22 years old.

According to the 1995 ASHRAE Application Handbook, the serviceable life of this unit is 20 years. The relevant excerpt from the ASHRAE Handbook is attached.

2.0 Cost Proposal

A cost proposal was obtained from Airstron, Inc. in the amount of \$102,568.00 to replace the 60 ton chiller. This price includes a new 67 ton unit (that was the closest size to a 60 ton that was available), new piping to roof condensers, a flow switch, and all ancillary work required for the change out. This is a centrifugal unit that has a life expectancy of 23 years.

The cost proposal from Airstron Inc. is attached.

Since the existing air conditioning unit is unserviceable, a rental unit is on site to provide air-conditioning to all the affected areas. The rental cost of this unit is \$5,000.00 per month. It is expected that the unit will be rented for two months, and therefore an additional amount of \$10,000.00 is required to be approved. Rental time over and above two months will be billed at \$1,300.00 per week. An email from Airstron Inc. with rental rates is also attached.

3.0 Recommendation

Approve an amount of \$102,568.00 in favor of Airstron, Inc. to replace the failed chiller unit that services the main offices at Town Hall, the Building Department, Council chambers and the Police Department.

Approve an amount of \$10,000.00 in favor of Airstron, Inc. for costs associated with the rental unit for two months.

Airstron, Inc.

Proposal

AIR CONDITIONING/REFRIGERATION SALES/SERVICE/INSTALLATIONS

1559 SW. 21st Avenue, Ft Lauderdale, FL 33312
Dade (305) 940-2962 Broward (954) 923-1654
CAC023473

Date: 1/25/16

Proposal Submitted To: Doug Armstrong

Name: Bay Harbor T. H.

Street: 9665 Bay Har. Terr.

City: Bay Harbor Islands

State: FL

Telephone Number:

Work To Be Performed At: Chiller Rm.

Street:

City:

State: FL

Date of Plans:

Architect:

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of Replacement of the 60 ton chiller. Job includes; disconnect and remove existing chiller, install a new Carrier 30HXA076 chiller using R134A refrigerant which is compatible with the air-cooled condenser on the roof, reconnect chilled water piping, install new refrigerant piping, new electrical connection, new flow switch, start -up and check. Warranty; 1 year parts & labor, 2-5 years compressor parts only.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars \$ 102,568.00

With payments to be made as follows: 35% on acceptance, balance on completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc.

Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 11/2% per month until paid.

If Airstron Inc. is required to make repairs occasioned by improper operation; damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Airstron; for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, accept buss due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, then the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor, and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida In the event that any provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect.

This Proposal may be withdrawn by us if not accepted within 30 Days

Respectfully Submitted Jim Devlin

Per:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____

Signature _____

Randy Daniel

From: Jim Devlin <jimmyd@airstron.com>
Sent: Thursday, January 28, 2016 1:06 PM
To: Randy Daniel
Subject: RE: Chiller

Two month rental is \$10,000.00 . Every week thereafter is \$1300.00 .

From: Randy Daniel [mailto:rdaniel@bayharborislands.net]
Sent: Thursday, January 28, 2016 12:11 PM
To: Jim Devlin <jimmyd@airstron.com>
Cc: Ronald J. Wasson <rwasson@bayharborislands.net>
Subject: RE: Chiller

Jim:
Please send me also the rental rates for the equipment we have on site. I will need to also get this amount approved.

Please let me know if I can receive a price reduction based on the capital expense of 102k.

Thanks

Randy L. Daniel, P.E.
Town Engineer/Director of Public Works
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Direct line: 305-455-7248
Cell: 786-256-8965

From: Jim Devlin [mailto:jimmyd@airstron.com]
Sent: Thursday, January 28, 2016 11:56 AM
To: Randy Daniel
Subject: Chiller

Original

Table 3 Estimates of Service Lives of Various System Components^a

Equipment Item	Median Years	Equipment Item	Median Years	Equipment Item	Median Years
Air conditioners		Air terminals		Air-cooled condensers	20
Window unit	10	Diffusers, grilles, and registers	27	Evaporative condensers	20
Residential single or split package	15	Induction and fan-coil units	20	Insulation	
Commercial through-the-wall	15	VAV and double-duct boxes	20	Molded	20
Water-cooled package	15	Air washers	17	Blanket	24
Heat pumps		Ductwork	30	Pumps	
Residential air-to-air	15 ^b	Dampers	20	Base-mounted	20
Commercial air-to-air	15	Fans	25	Pipe-mounted	10
Commercial water-to-air	19	Centrifugal	20	Sump and well	10
Roof-top air conditioners		Axial	15	Condensate	15
Single-zone	15	Propeller	20	Reciprocating engines	20
Multizone	15	Ventilating roof-mounted	20	Steam turbines	30
Boilers, hot water (steam)		Coils	20	Electric motors	18
Steel water-tube	24 (30)	DX, water, or steam	20	Motor starters	17
Steel fire-tube	25 (25)	Electric	15	Electric transformers	30
Cast iron	35 (30)	Heat Exchangers		Controls	
Electric	15	Shell-and-tube	24	Pneumatic	20
Burners	21	Reciprocating compressors	20	Electric	16
Furnaces		Package chillers		Electronic	15
Gas- or oil-fired	18	Reciprocating	20	Valve actuators	
Unit heaters		Centrifugal	23	Hydraulic	15
Gas or electric	13	Absorption	23	Pneumatic	20
Hot water or steam	20	Cooling towers		Self-contained	10
Radiant heaters		Galvanized metal	20		
Electric	10	Wood	20		
Hot water or steam	25	Ceramic	34		

Source: Data obtained from a survey of the United States by ASHRAE Technical Committee TC 1.8 (Akalin 1978).

^aSee Lovvorn and Hiller (1985) and Easton Consultants (1986) for further information.^bData updated by TC 1.8 in 1986.

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 15.

ITEM: Discussion requested by Finance Director Short on the Town Investment Policy. Enclosed find a copy of the investment policy and supporting documents.

DESCRIPTION:

RECOMMENDED ACTION:

No Action Recommended.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alan Short, Finance Director

ATTACHMENTS

1.	Investment Policy Discussion	Invesment Policy Cover (4).pdf
2.	Investment Policy	Investment Policy.pdf

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JANUARY 25, 2016
TO: MAYOR AND TOWN COUNCIL
THROUGH: RONALD J. WASSON, TOWN MANAGER
FROM: ALAN K. SHORT, FINANCE DIRECTOR
RE: INVESTMENT POLICY

Recent returns on the Town's investments of surplus funds have been consistent with the overall interest rate environment which has been from the point of view of savers and investors disappointingly low. A look in the Wall Street Journal on the date this is written shows ten-year Treasury yields just over 2% and thirty-year Treasuries around 3%. Our portfolio has been well managed consistent with the constraints of the Town's adopted investment policy and had an overall current yield of 2.19% as of November 2015.

I have attached the Town's investment policy. State law mandates that local government investment policies "shall be structured to place the highest priority on the safety of principal and liquidity of funds" and the Town's current investment policy was written accordingly. It is important to note that the Town's investment policy applies only to the investment of surplus funds and **does not restrict the investments of the retirement plan, which has its own policy.** The Retirement Plan can and does invest in equities; appropriately so, given the very long time horizon of the retirement plan.

In the absence of a written, adopted investment policy, the only permitted investments for municipalities are: the Local Government Surplus Funds Trust Fund operated by the State, certain money market funds with the highest credit rating from nationally recognized rating agencies, savings accounts or time deposits with qualified public depositories as defined by Florida law, or direct obligations of the U.S. Treasury. Local governments may choose to adopt an investment policy allowing other investments (as the Town has) but any policy must prioritize safety and liquidity over investment income. In addition to the just mentioned investments, our policy allows positions in Federal Agency securities (FNMA, GNMA, etc.) and "A" rated corporate bonds.

I believe that the Town's current investment policy has served and continues to serve the Town well. Given the low interest rates currently paid on safer investments (2% on ten-year Treasuries), it is tempting to reach for yield by taking on more risk such as by extending maturities on fixed income investments, allowing lower credit qualities, and/or allowing riskier classes of investments such as equities. In my opinion the extra one or two percent of yield obtainable comes at too high a price. Experience since 2000 – easily remembered by all of us- tells us that rapid declines of 20%, 30%, or more in the equity market are possible. The Town's fixed income portfolio is approximately \$6 million. If one-third of that or \$2 million were invested in equities and the stock market suffered a 30% decline, we would be facing a loss of \$600,000.

I do not recommend any changes to allow riskier positions in the Town's portfolio. I emphatically do not recommend that the Town allow the investment of its operating reserves in equities. However, I have consulted with our attorneys and have been advised that Florida Statutes would allow such positions provided they were authorized **by an ordinance** setting forth required standards and policies for such positions.

Town of Bay Harbor Islands Investment Policy

SCOPE

This policy has been adopted by the Town Council and may only be changed by that body. It applies to all financial assets owned by the Town other than cash and deposits which are governed by the provisions of chapter 280, Florida Statutes, pension fund assets, and assets held pursuant to the Town's 457 deferred compensation plan. Subject investments are accounted for in the Town's annual financial statements in the following funds:

- General Fund
- Water Fund
- Sewer Fund
- Solid Waste Fund
- Parking Fund
- Causeway Fund
- General Capital Projects Fund
- Stormwater Fund
- Any new fund created by the Town, unless specifically exempted by the Town Council

INVESTMENT AUTHORITY

The Finance Officer will determine the allocation of resources between very liquid, short term investments such as overnight repurchase agreements and the State Board of Administration's investment pool, and longer term investments. The Town Council has appointed an external investment manager to administer the longer term investments in accounts established by the Town within the guidelines of this policy.

The Finance Officer will maintain sufficient funds in cash and short term investments to provide for the Town's liquidity needs. In order to help ensure that adequate liquidity is available to the Town, only securities with an active secondary market should be purchased.

OBJECTIVES

The objectives of the overall investment program of the Town are, **in order of priority**, safety of principal, adequate liquidity, and maximization of total return.

From time to time, however, opportunities to improve yield, shorten maturity, or reduce credit risk may require that a loss for accounting purposes be incurred. These transactions may be acceptable provided that if any single transaction would result in a loss of one percent or more of an account, the external investment manager must obtain prior approval from either the Town Manager or Finance Officer. The Finance Officer may lower the above approval threshold via written notice to the external investment manager.

OBJECTIVES (continued)

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived. This standard shall be applied in the context of managing the Town's overall investment portfolio.

PERFORMANCE MEASUREMENT

The portfolios managed by the external investment manager will be compared to such standard industry benchmarks as may be agreed upon from time to time by the Finance Officer and the investment manager.

AUTHORIZED INVESTMENTS

The Town may invest in:

- U.S. Treasury Bills
- U.S. Treasury Notes
- U.S. Government Agency securities, including FNMA, FHLMC, and GNMA, and securities guaranteed by these Agency issues
- Certificates of Deposit, savings certificates, time deposits, banker's acceptances, repurchase agreements of domestic commercial banks and savings and loan associations fully collateralized with U.S. Government or Agency securities
- Commercial paper rated A1/P1 or the equivalent by a major rating service
- Money market funds exclusively comprised of the above securities
- State of Florida Local Government Surplus Funds Trust Fund.
- Corporate bonds rated A or better.

Any security not stated above is considered a prohibited security and can not be owned by the Town.

Any investments currently¹ held which do not meet the guidelines of this policy will be exempted from the requirements of this policy. At maturity or liquidation, such monies will be reinvested only as provided for in this policy.

Without specific Council approval, the Town may not invest in collateralized mortgage obligations (CMO's), interest only (IO's) and principal only (PO's) strips, forwards, futures, currency and interest rate swaps, options, inverse floaters, and caps/floors/collars.

¹ This policy was originally adopted on September 11, 1995.

PORTFOLIO MATURITY AND DIVERSIFICATION

The bulk of the Town's financial assets should be held in shorter term maturities, anywhere from overnight to three years. The Finance Officer will maintain a liquidity base of cash and short term investments such as overnight repurchase agreements and the State of Florida Local Government Surplus Funds Pool. It is expected that the external investment manager will structure a tiered portfolio, with some very short term securities and some securities with longer maturities. Maturities longer than 5 - 7 years should be held in very limited amounts in the portfolio. In no event may a security with a maturity exceeding 10 years be included in the portfolio.

Assets held shall be diversified to control the risk of loss resulting from over concentration of assets in specific industry, issuer, instrument, dealer, or bank through which these investments are bought or sold.

AUTHORIZED INVESTMENT DEALERS

Certificates of Deposit and other time deposits will be purchased only from state qualified public depositories. Investments in the State of Florida Local Government Surplus Funds Pool may be obtained through the State Board of Administration. Other securities, if purchased directly by the Town Finance Officer, will be obtained through qualified public depositories or primary dealers as designated by the Federal Reserve Bank. External investment managers may purchase investments wherever, in their professional judgment, is in the Town's best interest. When practical, quotes from at least three dealers should be obtained.

MASTER REPURCHASE AGREEMENT

All institutions engaging in repurchase transactions shall perform as stated in the master repurchase agreement. All security repurchase transactions must comply with the terms of the master repurchase agreement.

CUSTODIAL ARRANGEMENTS

Collateral requirements for Repurchase Agreements will be contained in the Master Repurchase Agreement executed between the Town and the bank or broker/dealer.

All securities purchased by the Town shall be properly designated as an asset of the Town and held in safekeeping at an institution designated by the Finance Officer. The safekeeping institution shall report at least quarterly on all securities held.

All securities transactions shall be on a "delivery vs. payment" basis.

INTERNAL CONTROLS

The Finance Officer will establish a system of internal controls related to investment activities which will be documented in writing. The internal controls will be reviewed by the independent auditor who audits the Town's annual financial statements.

CONTINUING EDUCATION

The Chief Financial Officer shall annually complete a minimum of eight hours of continuing education in subjects or courses of study related to investment practices and/or products.

REPORTING

The Finance Officer and/or external investment manager will prepare a comprehensive report of investment activities on at least an annual basis, or more frequently if requested. The report shall summarize the investment strategies employed during the reporting period and shall include a list all securities held at cost and market value, the total return achieved, and a complete list of transactions during the period.

The Finance Officer and/or external investment manager shall provide other such reports and information as deemed reasonable, upon request from other internal and external sources.

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 16.

ITEM: Discussion requested by Council Member Reid for approval to instruct the Town Attorney to draft an ordinance with the required language for a Charter Amendment on Term Limits and the separate election of the Mayor.

DESCRIPTION:

The current Charter provides that the Mayor is selected among the Council Member. See below:

Section 2.02. - Mayor; Vice-Mayor.

(a)Election. The Council shall elect a Council Member to serve as Mayor and another to serve as Vice-Mayor at the first Council meeting following each election.

(b)Mayor. The Mayor shall have the following powers and duties:

(1)Preside over meetings of the Council.

(2)Be recognized as the head of the Town government for all ceremonial purposes and for the purposes of administering martial law as directed by the Governor.

(c)Vice-Mayor. In the absence or disability of the Mayor, the Vice Mayor shall assume all the powers, authority, duties and responsibilities of the Mayor. Where the office of the Mayor has been vacated, the Vice-Mayor shall succeed the Mayor and assume his/her powers and duties for the remainder of the Mayor's unexpired mayoral term.

The issue of Term Limits has been discussed several times in the past. I have attached copies of the minutes of the more recent discussions.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Minutes	Minutes- discussion on term limits.pdf
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- Item 13. Discussion and approval of the Inter-Local Agreement with Florida Turnpike Enterprise defining how the Sunpass All Electronic Tolling will operate in the Town.**

Town Manager Wasson informed the Council that he needed this agreement so he could proceed forward with the implementation of the SunPass. They were updating their system and had asked the Town to bill the annual accounts. There was a brief discussion regarding the process.

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

- Item 14. Discussion and approval for Construction Engineering & Inspection Services for the Sunpass Gantry Construction with Atkins CEI Services in the amount of \$135,000. Approval will need to include an appropriation for the entire amount from the Causeway Sunpass Project Fund.**

Town Manager Wasson informed the Council that Atkins would be designing the gantry.

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

- Item 15. Discussion and approval of Bid Documents for Construction of the SunPass Gantry. This project was approved by the Town Council in September 2011 for an amount of \$189,093.**

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

- Item 16. Discussion and approval of a licence agreement with CAR2GO for a one year pilot program allowing the placement of short term lease vehicles in Town parking lots to be used by Town residents.**

ACTION: Vice Mayor Leonard made a motion to approve the license agreement. Council Member Temprano seconded the motion and it passed unanimously.

- Item 17. Discussion requested by Council Member Temprano regarding term limits.**

Council Member Temprano stated that he had been approached by residents to implement term limits. He understood that if you leave quickly there is a loss of history, but having new members brings change. He thought that staggered terms were good, the leaving of two Council members each year. Council Member Temprano felt it was time to discuss the possibility of implementing term limits to two terms, 8 years.

Council Member Rousselot felt that, since Bay Harbor Islands was a small Town, it would not be good for a productive Council member to leave because the time was up. She stated that, if a resident wanted to be a Council member, they could just run for office.

Mayor Yaffe stated that on several occasions term limits had been discussed and it could be again.

Vice Mayor Leonard remembered the discussions before and felt the main issue was that it was a small community and there was not a lot of people to run for office. He stated that sometimes only 1/2 the residents were registered to vote. He felt the will of the people was important and, if they wanted something, they would get it done. Vice Mayor Leonard also stated that, in the past, some Council members stayed in office much longer than anyone on the Council now.

Kathleen Kennedy, 9721 West Bay Harbor Drive, came forward to address the Council. She felt they needed term limits because there were members on the Council that did not listen to the people.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she felt the elders brought some perspective and history that was valuable. But, on the other side, some stayed on the Council when it would have been to the best interest to step down. It was up to the residents to take

MINUTES OF A REGULAR COUNCIL MEETING held May 13, 2013-----5

responsibility and elect those best suited for the community. She stated that she wished Council Member Ruder could have another term. She did not support term limits.

Council Member Bruder stated that the last election had 722 voters out of 5,000 and she agreed with Susan Luck that if the residents wanted something done, they could get it done.

Council Member Reid stated that they had discussed the item for a long time and questioned if some other measures should be considered because she sure did not want to loose Mayor Yaffe

ACTION: Council Member Salver made a motion to direct the Town Attorney to prepare appropriate documents for the modification to limit Council participation to two terms to be put to the voters. Council Member Temprano seconded it, but the motion failed 3 - 4 with Council Member Bruder, Council Member Rousselot, Vice Mayor Leonard and Mayor Yaffe opposed.

Item 18 Discussion and approval of an interlocal agreement to have the Village of Biscayne Park join the Clean Energy Coastal Corridor PACE Program.

Vice Mayor Leonard stated that Biscayne Park wanted to join our program. This would move things forward and the program could begin with the agreement being approved.

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

Item 19. Nomination and amendment of a Board Member to represent the Town on the Clean Energy Coastal Corridor Board ("Authority") for a four year term, as per the agreement.

Kathleen Kennedy, 9721 West Bay Harbor Drive, came forward to address the Council. She questioned why Vice Mayor Leonard wanted to do this. She felt this program could take advantage of the seniors and the working class people. She wanted to know why he was in charge.

Vice Mayor Leonard stated that when this program started there were more cities wanting to join than there were spots for them. To make it clear he stated that this program is for a specific individual and is a personal matter. He felt it important that, as government,, they could make some positive changes. The PACE Program would be a substitute for the lack of financing in the open market for residents to use to rehabilitate their properties. You can only use the program if you implement something to save you money. It could also be used on commercial properties. He stated that the entire Council voted for the implementation of the program. He cautioned residents to be educated on the program before taking part in it, but re-interated that no one was obligated to get a PACE loan.

Susan Luck, 10180 West Bay Harbor Drive, came forward to address the Council. She stated that she felt someone with a broader interest should represent the Town, perhaps someone from the Environmental Committee. Vice Mayor Leonard was not sure if the representative needed to be a Council member or not, but his purpose for being involved was to benefit the Town.

ACTION: Council Member Salver made a motion to nominate Vice Mayor Leonard to represent the Town for a four year term. Council Member Rousselot seconded the motion and it passed 5 - 2 with Council Members Reid and Temprano opposed.

ACTION: Vice Mayor Leonard made a motion to extend the meeting past 10:00 p.m. Council Member Rousselot seconded the motion and it passed unanimously.

NEW BUSINESS:

Item 20. Discussion and approval requested by Council Member Rousselot of a Resolution urging the Governor and Florida Legislature to ban texting while driving

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; URGING THE
HONORABLE GOVERNOR AND FLORIDA LEGISLATURE TO**

Vice Mayor Leonard stated that last year he had requested to create a Town historical preservation board, but it was not approved. He wanted the residents to have a stake in the issue. He knew that there were a lot of property owners that were afraid of this designation. If the County comes in and designates this as preservation and the owners have no say. He stated that he was concerned about protecting the residents. He also felt that there was a lot of stuff being done behind the scenes that was not ethical and it was embarrassing. He stated that the Town had as strict a building code as Coral Gables. He thought the Town needed to have a real discussion on this issue, because all of this was really about stopping a specific new project being built.

Council Member Rousselt stated that she disagreed with the historic designation. The historic buildings should be based on age and there were lot of buildings that were not well maintained.

Mayor Yaffe thanked the residents that came out to speak. He felt it was import for the residents to speak as a democratic Town that we are. We need to maintain open communication with the residents and the County. He stated that this would be an ongoing discussion.

Item 7. Discussion and possible action requested by Council Member Reid regarding putting some questions on the ballot to amend the charter. Enclosed is a list of questions to be addressed.

Council Member Reid stated that this discussion had been ongoing regarding changes to appoint the citizen committees. She stated that there had been citizens that had made suggestions to be made to the Town Charter; such as separating the Mayor from the Council race and the scheduling of the election date. She knew that this would need to be settled by February in order to be on the April 2015 election ballot and that is why she put it on the agenda.

Mayor Yaffe stated, as for the committees, the appointments have been done at the organizational meeting. This year had been different because the council chose to put it on the next Council agenda. He stated that the Charter and Ordinance Review was a Committee that was established back in 2008. There was a complete re write on the charter in 2012 and he would like that Committee to meet every few years to review the Charter.

Paul Ruthfield, 1231 95 Street, came forward to address the Council. He felt that there had been a lot of thought put into the suggested items. He also stated that Bay Harbor Islands was the only community in Miami-Dade County that did not have term limits and suggested to separate the Mayor race, because he felt that the Mayor was the face of the community. He also felt the rescheduling of the elections was simple and would save a lot of money, about \$30,000 a year.

Town Clerk Marante stated that there had been a lot of discussion on the citizen committees and that she was still working on those issues. A survey had been done and at the last meeting the decision was made that the Council members would not be on the committees and there would be a 2 year term limit on members on the committees, giving others a chance to serve the community. Some of the committees do not meet very often and the new members have been notified of the changes. She stated that this would be on the next agenda.

Council Member Bruder felt that they needed to separate the committees and they needed to move forward on appointing residents to committees.

Council Member Rousselot stated that she felt the way the Town had the elections was very traditional and the Council members didn't get paid for the services provided. She wanted to accomplish more than just the talking that was being done by the Council and not have items on the agenda that are just talked about. She wanted the Council to be more pro-active.

Frances Neuhut, 9920 West Broadview Drive, came forward to address the Council. She questioned why the Council was considering removal of the Charter and Ordinance Committee because it was a heavily involved committee. She felt the Mayor should be separate, there should be term limits, the elections should be held in November and all of it should be put on the ballot.

Vice Mayor Leonard stated that all of these same issues had been discussed before. He knew, from the past, that the rational behind of the election in April was because the residents liked to meet the candidates. By having in April the voters would meet the candidates at the picnic. He also remembered that Council Member Ruder passed a resolution to have a revision of the Charter by the Charter and Ordinance Committee every 10 years.

Council Member Reid stated that she had looked at previous minutes for other committees and they did not contain many discussion on these issues. She felt they needed to have this finished by January.

Town Clerk Marante stated that there had been discussion regarding this in the past. She had been instructed by the Council earlier to bring back information, but as they knew, she had been out on FMLA leave for a month and was now back 3 days a week. She had collected some information, mostly on the Charter and Ordinance Committee for now, and would bring the information back to the Council as soon as possible. She stated that she had informed the Committee members that they had a 2 year term and that the Council Members would not be on the committees any more. Some of the committees had met since then and the members will stay the same until the Council makes a decision.

Council Member Bruder felt that the Charter and Ordinance Committee should be separated from the others. She wanted to move forward at the next meeting to appoint the other members to the committees. There was continued discussion regarding the issue to resolve these appointments. Mayor Yaffe stated that the committees can still meet during this process.

Discussion was held regarding how long it would take to have an election on this issue. Town Clerk Marante stated that there would need to be a meeting to decide what to put on the ballot, then 2 readings of the ordinance and 60 – 90 days for the County to process, so the earliest there could be a special election would be February 2015. She stated that the next regular election would be April 21, 2015. Mayor Yaffe stated that, by resolution, the Town must review the Charter every 10 years. The recommendation for this to happen should come from the committee.

Item 8. Discussion and vote on the Town Manager's request that the Town Council directly entertain the Bid protest for the Tennis Courts Contract.

Council Member Bruder stepped off the dias.

Assistant Town Attorney Simone stated that he used the County ordinance for filling protest procedures, because the Town did not have one. He stated that the implementing order, which they are required to follow, is only for items of the Town's expenditure of over \$25,000 and that is all that could be protested.

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

PUBLIC COMMENT

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

CLOSED PUBLIC COMMENT

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

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

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

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

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

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

There being no motion to discuss, item failed.

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

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

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

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

Council Member Reid felt that there was confusion on how the staff and Council attend other local meetings. She suggested having a written guideline for all when attending other meetings, and also stated

Item 16. Discussion requested by Council Member Yaffe to support the 1,000,000 Trees Campaign. Enclosed find an application for the Tree City USA and related back up information.

Council Member Yaffe put this item on for discussion because it sounded interesting.

Mayor Leonard questioned the budget impact of this item.

Town Manager Wasson did not know, but stated that there was usually an application.

Council Member Yaffe withdrew the item from the agenda because he did not have enough information from the resident that requested it. He would bring it back on the August agenda.

Council Member Fuller returned to the Dias.

Item 17. Discussion requested by Council Member Marano regarding the possible amendments the Town Charter to require an election for the office of Mayor and establish term limits for the Town Council. Enclosed please find copies of Sections 2.02 and 2.04 of the Town Charter which are relevant to the discussion.

Council Member Marano wanted to amend the Charter to include term limits.

PUBLIC COMMENT

Victor Maya, 1155 103 Street, came forward to address the Council. He felt that the citizens did not have the opportunity to elect the Mayor and that the voters should be electing the Mayor. He stated that he would like to reduce the number of Council members and have the Mayor run for office.

Frances Neuhut, 9920 W. Broadview Drive, came forward to address the Council. She questioned why the Town was the only one with no term limits. She was opposed to the Council electing the Mayor and Vice Mayor. She stated that she felt the elections date was sometimes confusing the voter and she suggested changing the date to November to have a better voter turnout.

CLOSED PUBLIC COMMENT

Council Member Yaffe stated he was not opposed to the amendments, but if the residents would like to make the change, then the Council could consider it. He stated that he would like to see a petition go around because he felt that the voters should petition for the amendment.

Mayor Leonard stated that this same topic came up 8 years ago. He felt that the term limits had come up several times and the legislature asked for years of experience to be appointed to a committee. He stated that he felt the Town had a very stable government and that the April election where all of the residents could vote at one precinct only on Town issues was the best.

Council Member Fuller stated that research found that in the last 3 elections the person that spent the least amount of money won the elections. He felt the major advantage of not having term limits was because of the relationship that was built over time got the Town more attention in Tallahassee.

Council Member Marano felt that there was a political grip on this Council that could not be broken and that the same people were getting in over and over.

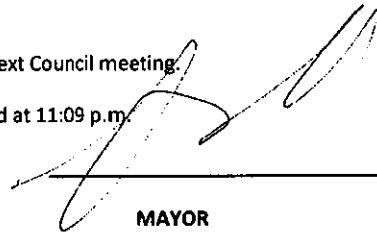
Council Member Reid suggested having it on the next ballot to be voted on. She questioned why put it in a petition and cause everyone to go around to the people with a petition. She asked the Town Clerk how much time they would need for the wording for the ballot. Town Clerk Marante stated that they would first have to get permission to have a special election and then have everything ready at least 90 days before the election.

Mayor Leonard felt that having an election every year in the Town has worked well. It is not about the money or the time, it is about the good work the Council member does that gets him re-elected.

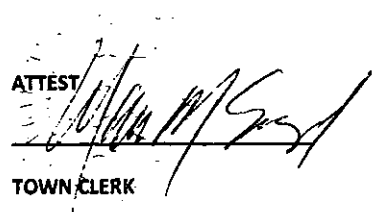
Council Discussion continued until 11:08 p.m.

ACTION: Consensus was to move Items 18 and 19 to the next Council meeting.

There being no further business the meeting was adjourned at 11:09 p.m.


MAYOR

ATTEST


TOWN CLERK

AGENDA ITEM REPORT

February 8, 2016

ITEM NUMBER: 17.

ITEM: Discussion requested by Mayor Leonard regarding starting talks with neighboring cities to share parks and recreation facilities for the benefit of the town's young residents.

DESCRIPTION:

As the time for the opening of the Town's Community Center approaches and the Parks and Rec programs keep growing, it is time to try to reach out to neighboring cities to talk about joining forces to benefit the area residents. Major Leonard would like to start talking to Bal Harbour, Surfside, and Indian Creek to see if there is interest from these cities to make their programs and recreation facilities available to Bay Harbor residents and we would make our programs and facilities available to them.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Jordan Leonard, Mayor

ATTACHMENTS