

NOTE: A three-minute maximum time limit will be imposed on all comments from the public related to the agenda items. A request form is available at the front. Please complete and return it prior to the start of the meeting. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting.

TOWN OF BAY HARBOR ISLANDS

SPECIAL COUNCIL MEETING AGENDA

June 29, 2022 – Approximately 7:00 P.M.

SPECIAL NOTICE

A Special Meeting of the Town Council of the Town of Bay Harbor Islands will take place in a Hybrid format, on Wednesday, June 29, 2022, at approximately 7:00 p.m. following the Budget Public Hearing, where a quorum of the Town Council will be physically present at the Town Hall Council Chambers. The public and other members of staff are welcome to participate in person or virtually via the Zoom video conferencing platform.

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

Meeting Link: <https://us06web.zoom.us/j/89300025530>

Meeting ID: 893 0002 5530

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

The staff, members of the public and the applicants are strongly encouraged to attend virtually but will not be denied access to the physical meeting, consistent with public safety and health considerations.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099

For higher quality, dial a number based on your current location):

US: 1 312 626 6799 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 893 0002 5530

Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov

CALL TO ORDER approximately 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Consideration** and **Approval** of a Resolution regarding Amendment No. 1 to the FY 2021-2022 Budget. Attached is a copy of the proposed Resolution with supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2021/2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Adopt

POLL VOTE

2. **Consideration** and **Approval** of a Resolution amending the fees to be assessed per parking space regarding the Town Parking Trust Program, pursuant to Section 23-19.1 of the Town Code, sponsored by Council Member Bruder. Enclosed is a copy of the draft Resolution and other supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE REGARDING THE TOWN PARKING TRUST PROGRAM; PURSUANT TO SECTION 23-19.1 OF THE TOWN CODE; REPEALING ALL OTHER RESOLUTIONS; PROVIDING FOR AUTHORIZATION AND APPROVAL AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

3. **Consideration** and **Approval** of an ordinance on Second Reading amending Section 23-12(15)(a) of the Zoning and Planning Code to establish regulations for balconies in the Gateway "G" District, sponsored by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance and other supporting documents.

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 EXTERIOR BALCONIES; AMENDING SECTION 23-12(15)(a) OF THE ZONING AND PLANNING CODE TO ESTABLISH REGULATIONS FOR BALCONIES IN THE GATEWAY "G" DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

4. **Consideration and Approval** of an application for an appeal to the Town Council of the Town of Bay Harbor Islands, Florida of a June 7th, 2022 decision of the Design Review Board, denying an application by Bay Harbor Islands Property Owner II, LLC for Site Development Plan Modification pertaining to development at 9431, 9461, and 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida. Enclosed are supporting documents.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

5. **Consideration and Approval** of an application by Bay Harbor Islands Property Owner II, LLC for approval of alternate parking arrangements, including tandem and valet parking spaces for the proposed “La Baia North” project to be located at 9431, 9461, and 9481 East Bay Harbor Drive, Florida, pursuant to Section 23-0(F) of the Town Code. Enclosed is a copy of the applicant's request with supporting documents.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

6. **Consideration and Approval** of a Parking Trust Payment Agreement with Bay Harbor Islands Property Owner II for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed “La Baia North” project to be located at 9431, 9461 & 9481 East Bay Harbor Drive. Approval of alternative parking arrangements valet and tandem parking, to satisfy parking requirements per Code, Section 23-30 (f). Approval of conditions for alternative parking arrangements and use of Parking Trust pursuant to revised site plan application. Enclosed is a copy of the proposal setting forth the terms of the agreement and a copy of the related section of the Town Code.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

7. **Consideration and Approval** of a resolution establishing the Town Clerk's annual compensation. Enclosed is a copy of the proposed Resolution.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA ESTABLISHING THE TOWN CLERK’S ANNUAL COMPENSATION; SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

ADJOURNMENT: Approximately 9:00 p.m.

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

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 1.

ITEM: Consideration and Approval of a Resolution regarding Amendment No. 1 to the FY 2021-2022 Budget. Attached is a copy of the proposed Resolution with supporting documents.

DESCRIPTION:

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Council monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2021/2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021/2022 actual revenues and expenditures and recommends a change to the FY 2021/2022 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$900,000 from current year's Fund Balance for capital outlay projects that are ready to be commenced in FY 2021/2022. These are major expenditures that were not anticipated upon preparation of FY 2021/2022 budget, however staff is certain that the time is right to commence these projects and therefore appropriations for these expenditures need to be approved by the Council.
 1. Public Building Department is requesting a \$300,000 appropriation from Fund Balance for construction of a storage building at 95th Parking Lot to relocate Public Works equipment in anticipation of building a second Municipal Garage.
 2. Street & Parkways Department is requesting \$400,000 appropriations from Fund Balance for construction of Block 11 Platted Alleyway.
 3. Parks & Recreation Department is requesting a \$200,000 appropriation from Fund Balance for 96th Street Kayak Park Renovation.

These projects most likely will not be completed during the remainder of this Fiscal Year and will be Carried Forward to the following Fiscal Year 2022-2023.

CAUSEWAY FUND (Attachment A)

The Causeway Fund is being amended to:

1. Appropriate a \$2,300,000 from current year's Causeway Fund Balance for BC-160: PD&E Study Expenditures. This project must be fully funded by the Town of Bay Harbor Islands due to Miami-Dade County LRTP/TIP requirements regarding the application to enter TPO programming. The ATKINS Engineering, selected by the Town's Selection Committee, and approved by the Town Council, submitted the quote for the PD&E Study phase of the Broad Causeway replacement project. The staff recommends approving the funding and submitting application to the LRTP/TIP for consideration.

This project projects most likely will not be completed during the remainder of this Fiscal Year and will be Carried Forward to the following Fiscal Year 2022-2023.

RECOMMENDED ACTION:

Adopt

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Budget Amendment No. 1	06/29/2022	900,000	001.9990.382010.000 - Fund Balance	Capital Outlay Projects	\$0.00
Storage Building at 95th Street Parking Lot	06/29/2022	300,000	001.5190.400062.000 - Buildings	Storage Building at 95th Street	\$0.00
Block 11 Platted Alleyway	06/29/2022	400,000	001.5410.400063.000 - Improvements (Excl. Buildings)	Block 11 Platted Aleyway	\$0.00
96th Street Kayak Park Renovation	06/29/2022	200,000	001.5720.400063.000 - Improvements (Excl. Buildings)	96th Street Kayak Park Renovation	\$0.00
Causeway Fund	06/29/2022	2,300,000	401.9990.400299.100 - Fund Balance	PD&E Study Funding	\$0.00
PD&E Study Funding ATKINS	06/29/2022	2,300,000	401.5415.400063.000 - Improvements (Excl. Buidings)	PD&E Study Funding	\$0.00

Engineering					
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Submitted By: Yvonne Hamilton, Acting Town Clerk
 Maria Lasday, Town Manager

ATTACHMENTS

1.	Budget Amendment No 1 Memo
2.	TBHI Budget Amendment Worksheet Attachment A 6.29.22
3.	Resolution for 2021-2022 Budget Amendment No 1



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: JUNE 29TH, 2022
TO: HONORABLE MAYOR, VICE-MAYOR, AND MEMBERS OF THE TOWN COUNCIL
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2021/2022 BUDGET AMENDMENT RESOLUTIONS NO. 1

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Council monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2021/2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021/2022 actual revenues and expenditures and recommends a change to the FY 2021/2022 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$900,000 from current year's Fund Balance for capital outlay projects that are ready to be commenced in FY 2021/2022. These are major expenditures that were not anticipated upon preparation of of FY 2021/2022 budget, however staff certain that the time is right to commence these projects and therefore appropriations for these expenditures needs to be approved by the Council.

- a. Public Building department requesting a \$300,000 appropriation from Fund Balance for construction of storage building at 95th Parking Lot to relocate Public Works equipment in anticipation of building second Municipal Garage.
- b. Street & Parkways department requesting \$400,000 appropriations from Fund Balance for construction of Block 11 Platted Alleyway.
- c. Parks & Recreation department is requesting a \$200,000 appropriation from Fund Balance for 96th Street Kayak Park Renovation.

These projects most likely will not be completed during the remainder of this Fiscal Year and will be Carried Forward to the following Fiscal Year 2022-2023.

CAUSEWAY FUND (Attachment A)

The Causeway Fund is being amended to:

- 1. Appropriate a \$2,300,000 from current year's Causeway Fund Balance for BC-160: PD&E Study Expenditures. This project must be fully funded by the Town of Bay Harbor Islands due to Miami-Dade County LRTP/TIP requirements regarding the application to enter TPO programming. The ATKINS Engineering, selected by the Town's Selection Committee, and approved by the Town Council, submitted the quote for the PD&E Study phase of the Broad Causeway replacement project. The staff recommends approving the funding and submitting application to the LRTP/TIP for consideration.

This project projects most likely will not be completed during the remainder of this Fiscal Year and will be Carried Forward to the following Fiscal Year 2022-2023.

Town of Bay Harbor Islands, Florida
Amendments to the 2021-2022 Budget
Attachment A

Fiscal Year 2021/2022

Budget Amendm. No. 1

Fund Nos. 001 General Fund
401 Causeway Fund

Account Number	Account Description	Justification	Original/Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001.9990.382010.000	Appropriation From Fund Balance	To Appropriate Fund Balance for Capital Outlay Expenditures below	\$ -	\$ 900,000.00	\$ -	900,000.00
TOTAL	GENERAL FUND REVENUES			\$ 900,000.00		
EXPENDITURES						
001.5190.400062.000	PB- Storage Building at 95th Parking Lot to Relocate Public Works Equipment	Appropriate Fund Balance capital outlay projects in General Fund that are excpeted to start in FY 2021-	-	300,000.00	-	300,000.00
001.5410.400063.000	SP - Block 11 Platted Alleyway Construction		304,116.20	400,000.00	-	704,116.20
001.5720.400063.000	PR - 96th Street Kayak Park Renovation		467,379.00	200,000.00	-	667,379.00
TOTAL	GENERAL FUND EXPENDITURES			\$ 900,000.00		
CAUSEWAY FUND						
REVENUES						
401.9990.400299.100	Appropriate From Fund Balances	To Appropriate Fund Balance for PD&E Expenditures	-	2,300,000.00	-	2,300,000.00
TOTAL	CAUSEWAY FUND REVENUES			\$ 2,300,000.00		
EXPENDITURES						
401.5415.400063.000	BC-160: PD&E Study - Replacement of Broad Causeway Bridge ATKINS Engineering Contract	Fully Fund PD&E Study - ATKINS Engineering Contract. Miami-Dade County LRTP/TIP Requirements regarding entering the TPO programming	3,708,704.35	2,300,000.00	-	6,008,704.35
TOTAL	CAUSEWAY FUND EXPENDITURES			\$ 2,300,000.00		

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF BAY HARBOR ISLANDS, FLORIDA, APPROVING
BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR
2021/2022 BUDGET; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on September 13th, 2020, the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Resolution No. 2243 approving the Budget for Fiscal Year 2021/2022 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate \$900,000 from Current Years Fund Balance for Capital Projects that are ready to commence in FY2021/2022. These are major expenditures were not anticipated upon preparation of the FY2021/2022 budget. These appropriations are as follows:

- a) Public Building Department requesting a \$300,000 appropriation from Fund Balance for construction of storage building at 95th Street Parking lot to relocate Public Works equipment in anticipation of building a second Municipal Garage in the Town of Bay Harbor Islands.
- b) Street & Parkways Department is requesting a \$400,000 appropriation from Fund Balance to commence construction of Block 11 Platted Alleyway.
- c) Parks & Recreation Department is requesting a \$200,000 appropriation from Fund Balance to commence 96th Street Kayak Park Renovation.

WHEREAS, the Causeway Fund is being amended to appropriate Fund Balance in the amount of \$2,300,000 from the Current Year’s Causeway Fund Balance for BC – 160: PD&E Study Expenditures to provide funding for the PD&E Study, pursuant to Miami-Dade County Long Range Transportation Plan (LRTP)/Transportation Improvement Program (TIP)

requirements regarding the application to enter the TPO (Transportation Planning Organization) program; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Council desires to amend the Fiscal Year 2021/2022 budget by amending the General Fund as set forth in Attachment "A" attached hereto; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Approval of Budget Amendment No. 1. The Town Council hereby approves the 2021/2022 fiscal year Budget Amendment No. 1 as provided for above and set forth in Attachment "A" attached hereto.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED and adopted this 29th day of June 2022.

By: _____
Joshua D. Fuller, Mayor

ATTEST:

Yvonne Hamilton,
Town Clerk

APPROVED AS TO FORM:

Joseph Geller, Esq.,
Town Attorney

Inclusions

EXHIBIT "A"

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 2.

ITEM: Consideration and Approval of a Resolution amending the fees to be assessed per parking space regarding the Town Parking Trust Program, pursuant to Section 23-19.1 of the Town Code, sponsored by Council Member Bruder. Enclosed is a copy of the draft resolution and other supporting documents.

DESCRIPTION:

INTRODUCTION

If the required number of parking spaces cannot or will not be provided onsite, a property owner and/or developer may meet his/her/its on-site parking requirements by payment into the town parking trust a fee for each of the required on-site parking spaces that cannot or will not be provided on-site, subject to approval by the town council upon a finding that the parking trust fee, in lieu of providing the required on-site parking will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses.

The current Parking Trust Fees were established in 2005. Section 23-29.1 of the Town Code indicates that the fees shall be periodically re-evaluated on at least a semi-annual basis. The Town has been evaluating these fees for the past months. The Town Council at the time, set the fee at \$20,000 per parking space. Accounting for a cumulative inflation rate of 49.5% since 2005, the current price in 2022 is approximately \$29,933 per parking slot.

INFLATION AND RESEARCH FROM OTHER MUNICIPALITIES

Inflation Cost – The cumulative rate of inflation from 2005 to 2022 is approximately 49.7% based on the latest US Government Consumer Price Index (CPI) Data published in June 2022. Based on this in year 2022, the \$20,000 per space established in 2005 is equivalent to **\$29,933.03 in 2022.**

City of Miami's case – Similar to Bay Harbor Islands and other municipalities, this City experienced parking shortage. The way they have dealt with the Parking Trust fees is increasing these fees to high costs to encourage developers to go back to the drawing table to provide the required parking spaces within their property. For example, in the **Miami Design District** a "purchase price of **\$45,000.00 shall apply per parking space waiver** (the "purchase price.") The purchase price shall be inflation-adjusted once at the end of each five years.

City of Fort Lauderdale – If the developer removes or does not provide the required spaces, they should pay a Parking Facility Fee of **\$35,000 per parking space.**

Town of Surfside – In 2014, the Town Commission adopted a Downtown Parking Trust Fund per parking space fee of Thirty-Eight Thousand Dollars (**\$38,000.**)

PARKING STRUCTURE COST OUTLOOK FOR 2021

WGI, an engineering firm that specializes in Parking Structures, issued the outlook for 2021-2022 in August 2021-2022, and the nation's median construction cost for parking structure was **\$25,700/space**. They used cost indexes and location factors from ENR and RS Means which are broadly used by cost estimators. For the Miami location the average price was \$21,871/space but this cost does not take into consideration, architectural modifications, landscaping and other utilities needed for parking garages.

CONCLUSION

Since 2005 to January 2022, only three (3) developments have requested to pay into the Parking Trust. However, it is clear that this year more developers are getting inclined to this option. Based on this, the recommended fee should be one to encourage developers to provide the required parking spaces instead of going directly to the Parking Trust.

Considering the inflation cost from 2005 to 2022, and the increased number of developers moving to pay to the Parking Trust, **it is recommended to increase the Parking Trust Fee to a minimum of \$35,000 per space not provided.** This number is aligned with the inflation cost, and with the average cost of constructing a parking garage structure.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	Town Code, Section 23-29.1
2.	Resolution No's 2005 and 999
3.	Resolution - New Parking Trust Fees

Sec. 23-29.1. - Town parking trust

- (1) A town parking trust is hereby established to receive payments from property owners and/or developers in the town, when as a result of expansion or new growth, all required parking cannot be provided in part or total, onsite;
- (2) Payments made into the town parking trust shall be used to improve and/or expand existing or proposed town owned on and off-street parking facilities and to secure other sites where additional parking may be established for the public.
- (3) If the required number of parking spaces cannot or will not be provided onsite, a property owner and/or developer may meet his/her/its on-site parking requirements by payment into the town parking trust a fee for each of the required on-site parking spaces that cannot or will not be provided on-site (hereinafter the "parking trust fee"), subject to approval by the town council upon a finding that the parking trust fee, in lieu of providing the required on-site parking will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses. The parking trust fee shall be established by resolution. Notwithstanding the above, a minimum of 40 percent of all required parking spaces must be provided on-site. The town reserves the right to grant deviations from the provisions of this section upon a demonstration from the applicant of the following:
 - (a) Adequate off-street parking is available within 500 feet of the subject site;
 - (b) The council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
 - (c) The town manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
 - (d) The applicant demonstrates appropriate mitigation in the form of the Parking Trust Fee or other equivalent mitigation.

This section may be waived for municipal, state or federal uses only.

- (4) Additional parking spaces created by the town parking trust shall be made available to the public on a first-come first-served basis. The town may elect to issue a parking certificate for reserved parking spaces created by the town parking trust.
- (5) Parking trust fees. The parking trust fee (for each required parking space) shall be set by resolution. The town council shall periodically re-evaluate the parking trust fee on at least a semi-annual basis.
- (6) Payment of parking trust fees. The parking trust fee payment shall be ratified via a written parking trust payment agreement prior to the issuance of building permits for a principal structure. The parking trust fee payment may be made:
 - (a) In full;

(b) Financed in annual installments; or

(c) By annual payments.

- (7) Failure to make payment. Failure to make any parking trust fee payment required by the parking trust payment agreement or any other breach of the parking trust payment agreement may result in the imposition of late fees (as established by resolution and/or the parking trust payment agreement) and revocation of the town council's approval of the parking trust payment agreement. Any such revocation of the town council's approval of the parking trust payment agreement shall be approved by the town council at a public meeting after receiving a report from the town manager, and after posting the property and notifying the affected property owner in writing at least 30 days prior to the town council meeting date. If arrangements for payment are not made or alternative parking arrangements approved, the town reserves the right to declare the parking trust payment agreement as void and the revoke occupancy permits, including but not limited to business tax receipts and/or certificates of use until adequate parking is provided, as determined by the town and the property owner shall forfeit and any all rights there under, and any previous funds paid into the parking trust. The administrative costs of any enforcement actions, including staff time, notification and posting, postage, etc. shall be invoiced to the property owner and must be paid in full prior to the town approving construction or reinstating occupancy permits.
- (8) Notwithstanding the above, the town council may consider other alternative arrangements from those specified herein, upon receiving a recommendation from the town manager, based upon the submission of a written demonstration by an applicant that the alternative costs/terms will not be detrimental to properties in proximity to the subject site or to the town in general. Justifications may include, but are not limited to, economic hardship, economic incentives, cost changes, or practical application.

(Ord. No. 742, § 1(Exh. A), 5-10-04; Ord. No. 814, § 1(Exh. A), 2-12-07; Ord. No. 935, § 1(Exh. A), 7-9-2012; Ord. No. 962, § 1(Exh. A), 4-7-14)

RESOLUTION NO. 2005

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS
ESTABLISHING THE TOWN PARKING TRUST
FEES PURSUANT TO SECTION 23-29 OF THE
TOWN'S CODE OF ORDINANCES.**

WHEREAS, Section 23-29 of the Town's Code of Ordinances ("Code") permits a property owner to make Payment(s) of Parking Trust Fees when all of the required parking cannot or will not be provided on site, subject to approval by the Town Council; and

WHEREAS, Section 23-29 of the Code requires the Town to establish certain costs and fees for the Parking Trust Fees, as such costs and fees may vary through the years.

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

1. In the event that an owner or developer desires to make the payment of Parking Trust Fees in full (as permitted by Section 23-29(6)(a) of the Code), the payment for each required space shall be \$20,000.00. Provided that payment is received by the Town, in full, within sixty (60) days of the Town Council's approval, this amount shall be reduced by ten percent (10%).
2. In the event that an owner or developer desires to finance the Parking Trust Fees in annual installment payments (as permitted by Section 23-29(6)(b) of the Code), the payment for each required space shall be \$20,000.00. Twenty five percent (25%) of the Parking Trust Fees shall be paid as a down payment within thirty (30) days of the Town Council's approval, the balance may be amortized over no more than fifteen (15) years, and the payments shall bear interest at 2.25%, per annum.
3. In the event that an owner or developer desires to make the payment of Parking Trust Fees by annual lease payments (as permitted by Section 23-29(6)(b) of the Code), the annual lease payment for each required space shall be \$1,000.00.
4. Any payment not timely made shall bear late fees as set forth in parties' Parking Trust Payment Agreement. In the event that the Parking Trust Payment Agreement fails to set forth late fees, the late fees shall be as follows:
 - a. A late fee for each parking space equal to 5% of the Parking Trust Fee is required if payment is not received within fifteen (15) days of the due date.
 - b. A late fee for each parking space equal to 10% of the Parking Trust Fee is required if payment is not received within thirty (30) days of the due date.
 - c. Payments not received within thirty (30) days of the due date shall be charged an interest rate of 10% per annum calculated monthly on the unpaid balance, including applicable late fees.

- d. If any payment is returned due to insufficient or uncollectable funds in addition to any other fee or charge due, the property owner shall be liable for a returned check charge in the amount of 5% of the amount of the check. In that event the Town may require future payments to be made by cashier's check or automatic electronic debit.
5. The instant Resolution shall supersede and replace Resolution Number 999.

PASSED AND ADOPTED this 7th day of April, 2014.

TOWN OF BAY HARBOR ISLANDS

By: _____

MAYOR

ATTEST:

TOWN CLERK

RESOLUTION NO. 999

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; ESTABLISHING FEES TO
BE PAID INTO A PARKING TRUST IN LIEU OF PROVIDING ALL
OR PORTIONS OF REQUIRED PARKING SPACES ON SITE FOR
NEW DEVELOPMENT.**

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

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

WHEREAS, the Town in response to an increased use of motor vehicles which has caused parking problems throughout the Town and recognizing that in many instances it is impractical and/or impossible to provide the current parking requirements onsite or in near proximity to the developed lands; and

WHEREAS, the Town desires to expand the code provisions to include the ability of property owners to contribute to a Town Parking Trust in lieu of providing the required quantity of parking spaces on-site;

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

Section 1.

The schedule of fees to be paid to the Town shall be as follows:

Initial Application: For development or substantial redevelopment in the BAA Business District (Block 11, Block 12, Block 21, Block 20 and Lots 1 and 2, Block 1) and Lot 3 Block 1; Lots 35, 36, 37 Block 4; Lots 1, 2, 3 Block 2 and Lots 30, 31, 32 Block 3, application fees as follows:

\$20,000 per space

Attorneys or specialized consultant fees: Fees incurred by the Town for special legal counsel or consulting during the application process shall be reimbursed by the applicant.

This resolution may be reviewed on at least an annual basis or sooner, to ascertain whether a change in fees shall be made.

PASSED and ADOPTED this 10th day of October 2005.



Peter J. Lopez

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE REGARDING THE TOWN PARKING TRUST PROGRAM; PURSUANT TO SECTION 23-19.1 OF THE TOWN CODE; REPEALING ALL OTHER RESOLUTIONS; PROVIDING FOR AUTHORIZATION AND APPROVAL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 23-19.1 of the Bay Harbor Island Code of Ordinances (“Code”) established a Town Parking Trust to receive payments from property owners and/or developers in the town, when as a result of expansion or new growth, all required parking cannot be provided on site in part or total; and

WHEREAS, Section 23-19.3 authorizes the Town to establish Parking Trust Fees by Resolution; and

WHEREAS, Resolution No. 999 adopted on October 10th, 2005, approved a per parking space fee; and

WHEREAS, thereafter, Resolution No. 2005, which repealed Resolution No. 999, was adopted on April 7, 2014, and Resolution No. 2005 itself is hereby repealed; and

WHEREAS, Section 23-19.3(5) of the Code gives the authority to the Town Council to re-evaluate the Parking Trust Fees periodically; and

WHEREAS, the Town Council has determined that the prior established per space fee is outdated and no longer reflects the actual costs of providing for a single structured off-street parking space; and

WHEREAS, the Town Council finds it is in the public interest to adopt a Parking Trust Payment per space fee of \$_____.

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

Section 1: Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2: Approval and Adoption. The Town Council hereby approves and adopts the Parking Trust per parking space fee of \$_____ for Bay Harbor Islands.

Section 3: Payment.

- a. Payment of Parking Trust Fees shall be made in full upon the issuance of the related Building Permit.
- b. The property owner shall be liable for a return check charge in the amount of five (5%) percent of the amount of the check, if any payment is returned due to insufficient or uncollectable funds.

Section 4: Conflict and Repealer. All prior Resolutions adopting per parking space fees, which are in conflict with this Resolution are hereby repealed.

Section 5: Authorization. The Town Council hereby authorizes the Town Manager and the Town Attorney to do whatever is necessary to effectuate the terms of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2022.

By: _____
Joshua D. Fuller – Mayor

ATTEST:

Yvonne P. Hamilton - Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP - Town Attorney
By: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 3.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Section 23-12(15)(a) of the Zoning and Planning Code to establish regulations for balconies in the Gateway "G" District, sponsored by Council Member Robert Yaffe. Enclosed is a copy of the proposed ordinance and other supporting documents.

DESCRIPTION:

The proposed Ordinance seeks to amend Section 23-12(15)(a) of the Town Code to establish land development regulations for balconies on buildings constructed in the Gateway "G" District. The ordinance was passed on First Reading at the June 9, 2022 Council Meeting.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	BHI TC Staff Report June 3 2022 (1)
2.	BHI TC Staff Report #2 Gateway Balconies June 3 2022 (1)
3.	Ordinance Amending Section 23-12, Town Code-Balconies
4.	Code Text -Amendment -Balconies Ordinance
5.	OKC plans with balconies for code amendment - Second Reading 6.29.2022

**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: June 3rd, 2022

Subject: Land Development Code Analysis
Allowing Balconies – Gateway (G) District
Suggested Code Modifications
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

The Town has had a set of Land Development Regulations (LDRS) for many decades (1957). Initially based mostly on the Town developer's Deed Restrictions (CCRs) criteria from the 1940s, as well as adopting provisions from several nearby larger communities (Miami / Miami Beach / Coral Gables / etc.), the LDRs have been studied extensively and updated over the years to cover a broad range of topics. In our opinion, the Town has one of the most comprehensive and detailed set of LDRs in South Florida. Between 2002-2005 the Town significantly updated its Comprehensive Plan (mostly density issues) and studied / updated many of its original set of LDRs from individual district setbacks, building height, open space, DU sizes, landscaping, etc. In addition, Planning & Zoning Sec. 23-12 contains a large listing of miscellaneous LDRs for accessory structures, such as marine facilities (docks & boat lifts & seawalls), fences & walls, sport courts (tennis / basketball), and projections into setback yard areas (roof overhangs / architectural features / patios / pools & pool decks / walkways / mechanical equipment / balconies & balcony enclosures / awnings / etc.). Sec. 23-12(15)(a) addresses balconies, which are defined in Sec. 23-1 as follows:

Balcony: A platform projecting from the exterior walls of an upper story of a building enclosed by a low wall or railing. A balcony is an accessory structure that may extend into a minimum setback area pursuant to the applicable district or supplemental regulations.

The Code has detailed design criteria for balconies on the West Island (single-family both waterfront & interior dry lots) and the East Island (multi-family both waterfront & interior dry lots). However, there are currently no allowances in the Code to install balconies at non-residential complexes on the East Island (B-1 Business District / the sole Gateway (G) commercial site

Town of Bay Harbor Islands
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(One Kane Concourse). Two (2) of the other four (4) Gateway sites were developed with hotels via the Town's PUD zoning process (Grand Beach / ALTAIR); however, the underlying Complan FLUM designation (Medium Density Residential) / zoning (RM-1) is multifamily residential. The other Gateway site (KC / WBHD) is now owned by the Town via the 1177 Kane Concourse MXD approval and is intended for a park use. At the One Kane Concourse commercial site the underlying Complan FLUM designation (Commercial) / zoning (formerly Gateway & B-1 was rezoned entirely to Gateway in 2007) is commercial.

While the Town has seen an influx of multifamily redevelopment projects for 20+ years now, recently the Town has started to receive applications for redevelopment in the commercial areas, including the "Downtown" 4-Block areas along Kane Concourse, and the One Kane Concourse "Gateway" site despite being approved several years ago is poised to begin construction. Inquiries have been made by architects / developers if they could construct exterior balconies for office uses in upper floors multistory buildings. The existing Code is silent as to their allowance or any design standards. A visual inspection of the commercial areas notes there are some examples of so-called roof terraces (outdoor spaces on the roofs of building areas below) that allow persons to go outdoors to relax / smoke / etc.). In May 2021 the Town approved some requested revisions of the LDRs in the Gateway District to accommodate desired revisions to the One Kane Concourse project design (ground floor restaurant / rooftop). This enabling Zoning Code language now allows projects to request their incorporation into their designs. At that time the use of exterior balconies was not discussed with the Town. Now that developer and others in the "Downtown" area have requested permission to possibly install exterior balconies.

June 2022 Update - As requested primarily by the developer of the One Kane Concourse site, on May 11th, 2022, the Town Council discussed a proposed Zoning Code amendment that would have included an allowance for property owners in both the "B-1" Business District and Gateway "G" District to construct balconies on their buildings. Due to the uniqueness of the Town's "B-1" Business District (basically zero lot line setbacks allowed) and the Gateway "G" District (more like the RM setbacks allowed) the initial draft set of proposed Code amendments reviewed at the May 11th, 2022 Town Council meeting had two sets of proposed regulations. The Town Council held an extensive discussion on this proposal and expressed concerns mostly with allowing balconies in the "B-1" Business District. Due to a lack of support the matter died and did not move forward. Subsequently, the Town was requested by the One Kane Concourse developer to reconsider this issue for their site and allow balconies only on Gateway "G" zoned sites. Again, the two hotels in Gateway zoned lands have balconies – they were allowed due to their location in multifamily designated / zoned lands (RM).

It would be more difficult to install balconies in the "Downtown" area due to the small lot sizes and lack of any meaningful setbacks (0' – av. 5'). Of concern would be balcony overhangs onto public road right-of-way, including Kane Concourse which is state arterial roadway. Although the Town allows ground floor removable / retractable awnings & umbrellas over the Kane Concourse pedestrian plazas, a permanent balcony attached on upper floors may be a concern. As to the One Kane Concourse site, the Gateway District has substantial buildings setbacks; therefore, allowing upper floor balconies would seem to be no issue in concept (DRB would need to review for architectural compatibility).

It is not clear historically if the existing Code provisions related to balconies was intentional (only residential areas) or an oversight (nobody thought anyone would ask for a balcony at a commercial site). MMPA is not totally opposed to the idea of allowing balconies in some situations on commercial sites. We find that some nearby comparable communities (Miami Beach) already allow this.

Following is summary of the current LDRs for balconies on the East Island:

Waterfront

Front 4' yard encroachment / 6' max. depth (unless PZB approves more depth)

Rear 6' yard encroachment / 8' max. depth (unless PZB approves more depth)

Side 2' yard encroachment / 8' max. depth (unless PZB approves more depth)

Non-Waterfront

Front 4' yard encroachment / 6' max. depth (unless PZB approves more depth)

Rear 4' yard encroachment / 6' max. depth (unless PZB approves more depth)

Side 2' yard encroachment / 8' max. depth (unless PZB approves more depth)

Note: In no instance can balconies encroach further into minimum / required setback areas (includes base setbacks plus additional setbacks due to increased building height – only increased balcony depths into the building).

The above LDRs seem to be working quite well on new multifamily developments, allowing for reasonable minor encroachments into various setbacks (front / sides / rear). If a developer wants a larger / deeper balcony / outdoor space (roof terrace) they can take space out of their interior living areas – and most do – rather than further encroach into the minimum setbacks. There is no reason to believe the same balcony dimensions are not unreasonable for the requested Gateway site.

SUMMARY / RECOMMENDED ACTION

The Town has had a set of Land Development Regulations (LDRS) for many decades (1957). The LDRs have been studied extensively and updated over the years to cover a broad range of topics. At present the Town's LDRs have allowances for balconies attached to the sides of buildings in only the residential zoning districts. While the Town has seen an influx of new multifamily redevelopment project for 20+ years now, recently the Town has started to receive applications for redevelopment in the commercial areas, including the "Downtown" 4-Block areas along Kane Concourse, and the One Kane Concourse site despite being approved several years ago is poised to begin construction. Recent inquiries have been made by architects / developers if they could construct exterior balconies for office uses in upper floors multistory buildings. The existing Code is silent as to their allowance or any design standards.

Town of Bay Harbor Islands
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Allowing Balconies – Gateway (G) District
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While some have expressed comments about the “closeness” of newer redevelopment, the same basic setback and yard encroachments have existed for 65+/- years and seem appropriate in this instance. The Town is located in a tropical coastal area with ocean breezes that invite the use of outdoor spaces. Many new upscale developments have some form of outdoor balconies or spaces.

June 2022 Update - For the May 11th, 2022, Town Council meeting MMPA was instructed to research this issue, prepare a brief staff report, and draft some suggested Ordinance text for consideration on this subject. MMPA feels the recent requests to allow some type of outdoor space (balconies / roof terraces / etc.) is reasonable for the Town’s non-residential developments. In our initial version of the draft Zoning Code revisions MMPA suggested more stringent LDRs for the B-1 Business areas (no right-of-way encroachments), but similar LDRs for the referenced Gateway site.

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June 2022 Update - On June 3rd, 2022, MMPA was requested to revise the initial draft Ordinance to delete any proposed changes that would allow balconies in the “B-1” Business District - but allow them only in the Gateway “G” District. If adopted these regulations would apply only to the One Kane Concourse site, as it is the only “non-residentially” designated Gateway site. Please review the attached modified draft Ordinance, backup materials, discuss the matter and provide direction to staff on any desired Code amendments.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
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To: Mayor and Town Council Members
Town of Bay Harbor Islands

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Consultant Town Planner

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ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF EXTERIOR BALCONIES; AMENDING SECTION 23-12(15)(a) OF THE ZONING AND PLANNING CODE TO ESTABLISH REGULATIONS FOR BALCONIES IN THE GATEWAY "G" DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's 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 property owners, by providing regulations to allow and regulate balconies in the Gateway "G" District, which are currently only allowed in residential developments within the Town; 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: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-12(15)(a) to establish land development regulations for balconies on buildings constructed in the Gateway "G" District, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2022.

PASSED on Second Reading this ____ day of _____, 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
ACTING TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOSEPH S. GELLER, ESQ.
GREENSPOON MARDER, LLP
TOWN ATTORNEYS

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.

(15) Projections into setback areas:

(a) Notwithstanding anything to the contrary set forth in this subsection, the following are permitted:

i. On the West Island in waterfront homes, balconies having accessibility from within the building may project into the front yard setback areas not more than four feet; provided there shall be not less than eight feet clear headroom under such projection and providing that such balconies shall not be screened, shuttered or enclosed in any fashion.

ii. On the West Island in waterfront homes which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the front yard setback area not more than four feet.

iii. On homes on the West Island which are on interior lots, which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the rear yard setback area not to exceed four feet.

iv. None of the foregoing subsections i., ii. or iii. shall permit any portion of the balconies or staircases to project into any side yard setback.

v. On the East Island for RM-1 (waterfront) lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project into the minimum front yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony

may be deeper, provided no portion of any balcony shall encroach closer than four feet into the minimum front setback. Notwithstanding the above, no balcony adjoining a front lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

Side yards. Balconies may project into the minimum side yard area not more than two feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than two feet into a minimum side setback. Notwithstanding the above, no balcony adjoining a side lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

Rear yards. Balconies may project into the minimum rear yard area not more than six feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than six feet into the minimum rear setback. Notwithstanding the above, no balcony adjoining a rear lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

vi. On the East Island for RM-2 (non-waterfront) lots, balconies extending from the exterior walls of the main building shall be permitted to encroach into the front, side and rear yard areas as follows:

Front (street) yards. Balconies may project into the minimum front yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of any balcony shall encroach closer than four feet into the minimum front setback. Notwithstanding the above, no balcony adjoining a front lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

Side yards. Balconies may project into the minimum side yard area not more than two feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than two feet into a minimum side setback. Notwithstanding the above, no balcony adjoining a side lot line shall exceed eight feet in depth, unless otherwise approved by the town as part of a site development plan.

Rear yards. Balconies may project into the minimum rear yard area not more than four feet. However, if a building is set back on a lot more than the minimum setback requirement, a balcony may be deeper, provided no portion of the balcony shall encroach closer than four feet into the minimum rear setback. Notwithstanding the above, no balcony adjoining a rear lot line shall exceed six feet in depth, unless otherwise approved by the town as part of a site development plan.

vii. On the East Island for RM-3 (waterfront) tracts, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall not be permitted.

viii. On the East Island for Gateway "G" zoned lots, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall be permitted. Balconies may project into the minimum front (street) yard or rear yard areas by not more than four feet. Balconies may project into the minimum side yard areas by not more than two feet. Notwithstanding the above, the town may approve variations to the above balcony projections, except for road right-of-way encroachments, as part of a site development plan.

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOUR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

PLANNING
& ZONING

Revisions

CONSULTANTS

Date
6/15/2022
Scale
As Shown
Project No.
1338

A-133

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PROJECT

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BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

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PLANNING
& ZONING

Revisions

CONSULTANTS

Date
6/15/2022

Scale

As Shown

Project No.

1338

A-134



1 SOUTH EAST AERIAL VIEW
SCALE: 1:0.7426



2 SOUTH WEST AERIAL VIEW
SCALE: 1:0.9250



3 NORTH WEST AERIAL VIEW
SCALE: 1:0.8001



4 NORTH EAST AERIAL VIEW
SCALE: 1:0.8001

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PROJECT

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6551 EAST BAY HARBOUR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO
T

PLANNING
& ZONING

Revisions

CONSULTANTS

Date
6/15/2022

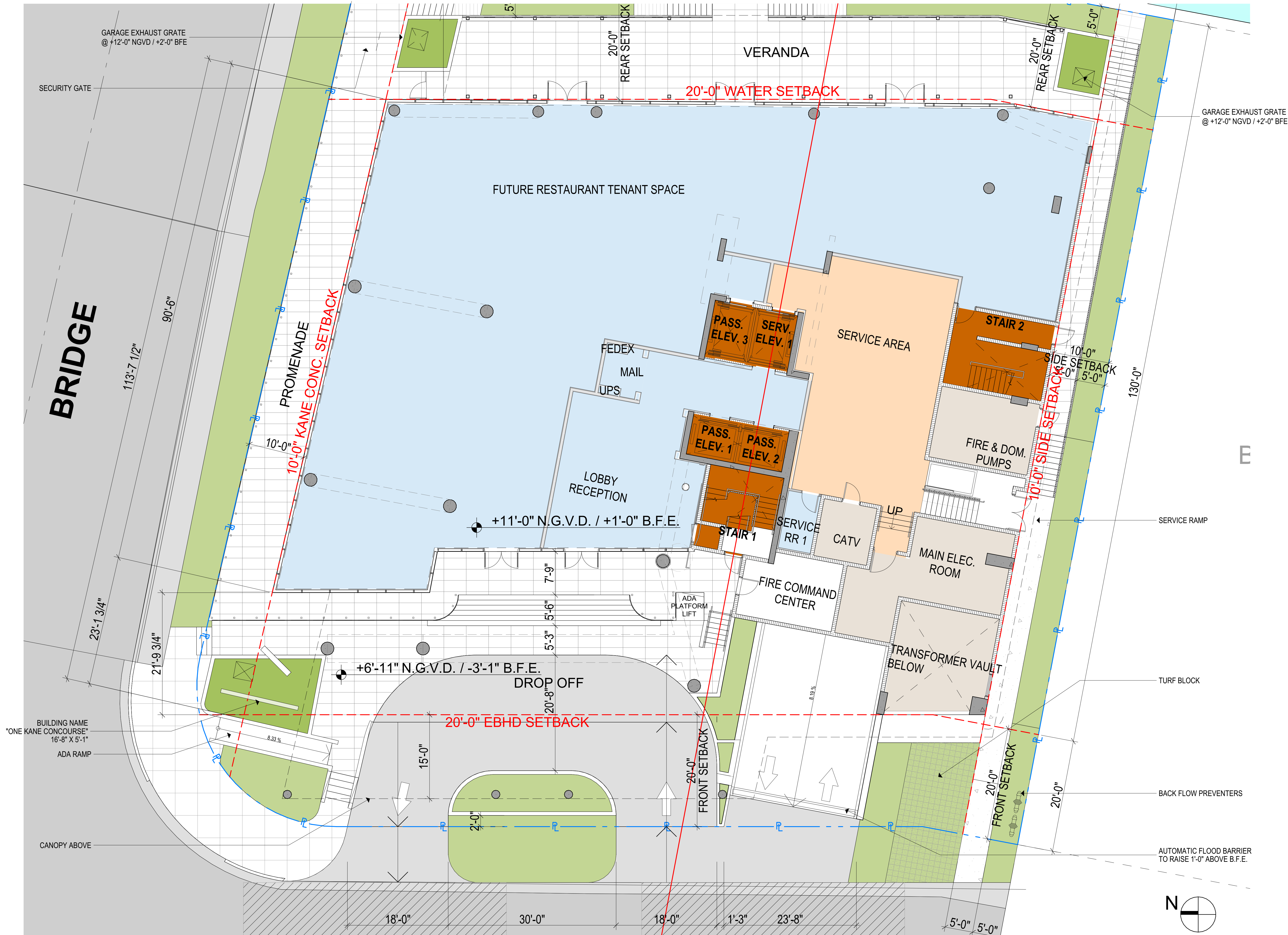
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As Shown

Project No.
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A-103

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1 LOBBY LEVEL
SCALE: 1/8" = 1'-0"

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DESIGN BY

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AR 0007972

PROJECT

ONE KANE CONCOURSE
6551 EAST BAY HARBOUR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

Revisions

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Scale
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Project No.
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A-111

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1

OFFICE LEVEL 2

SCALE: 1/8" = 1'-0"



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PROJECT

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BAY HARBOR ISLANDS, FLORIDA, 33154

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Project No.
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DESIGN BY

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PROJECT

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BAY HARBOR ISLANDS, FLORIDA, 33154

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PLANNING & ZONING

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Date _____

5/16/2022

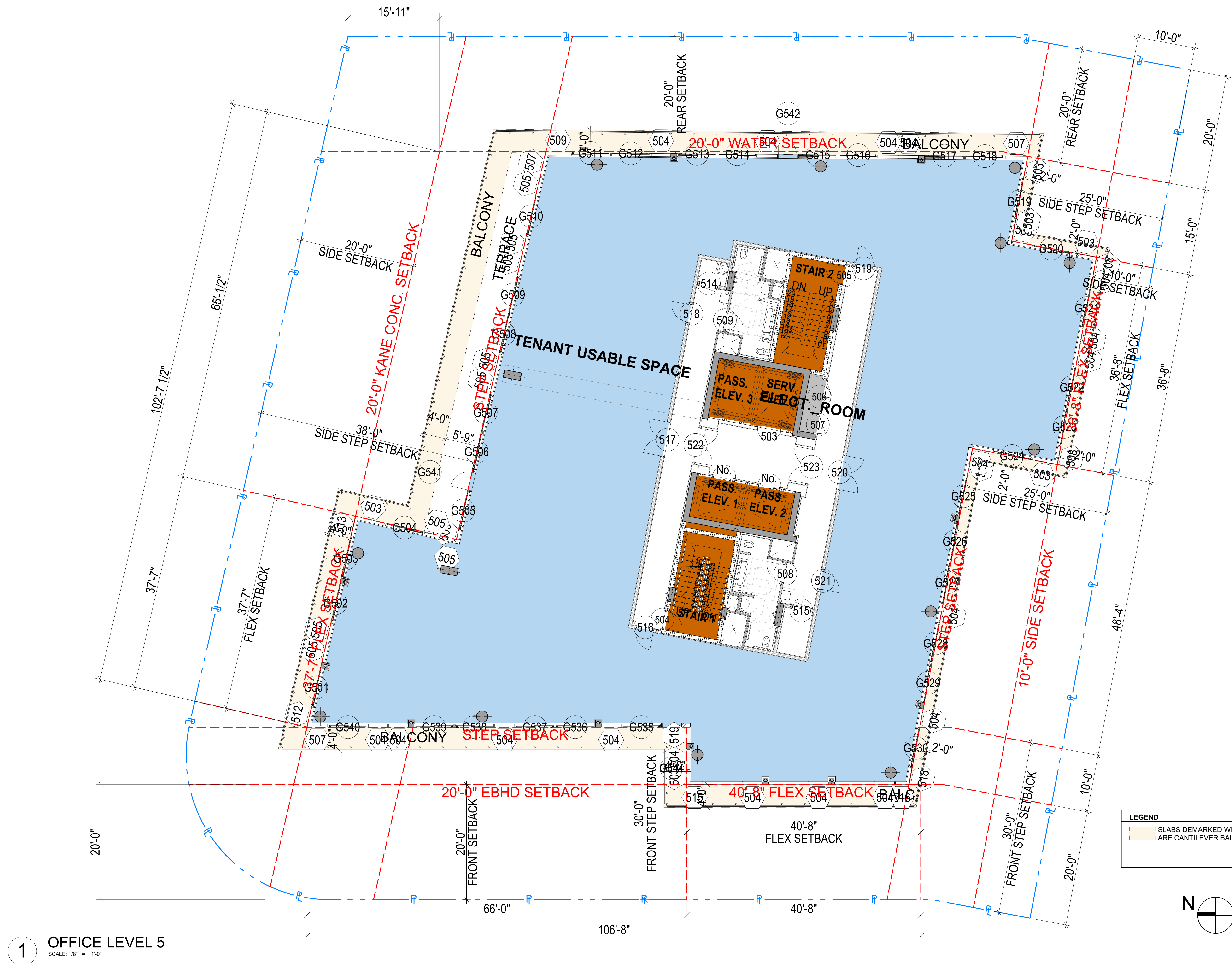
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As Shown

Project No.

A-115

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1 OFFICE LEVEL 5
SCALE: 1/8" = 1'-0"



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DESIGN BY

Luis O. Revuelta

AR 0007972

PROJECT

ONE KANE CONCOURSE

6551 EAST BAY HARBOUR DRIVE
BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION

TAUBCO

PLANNING
& ZONING

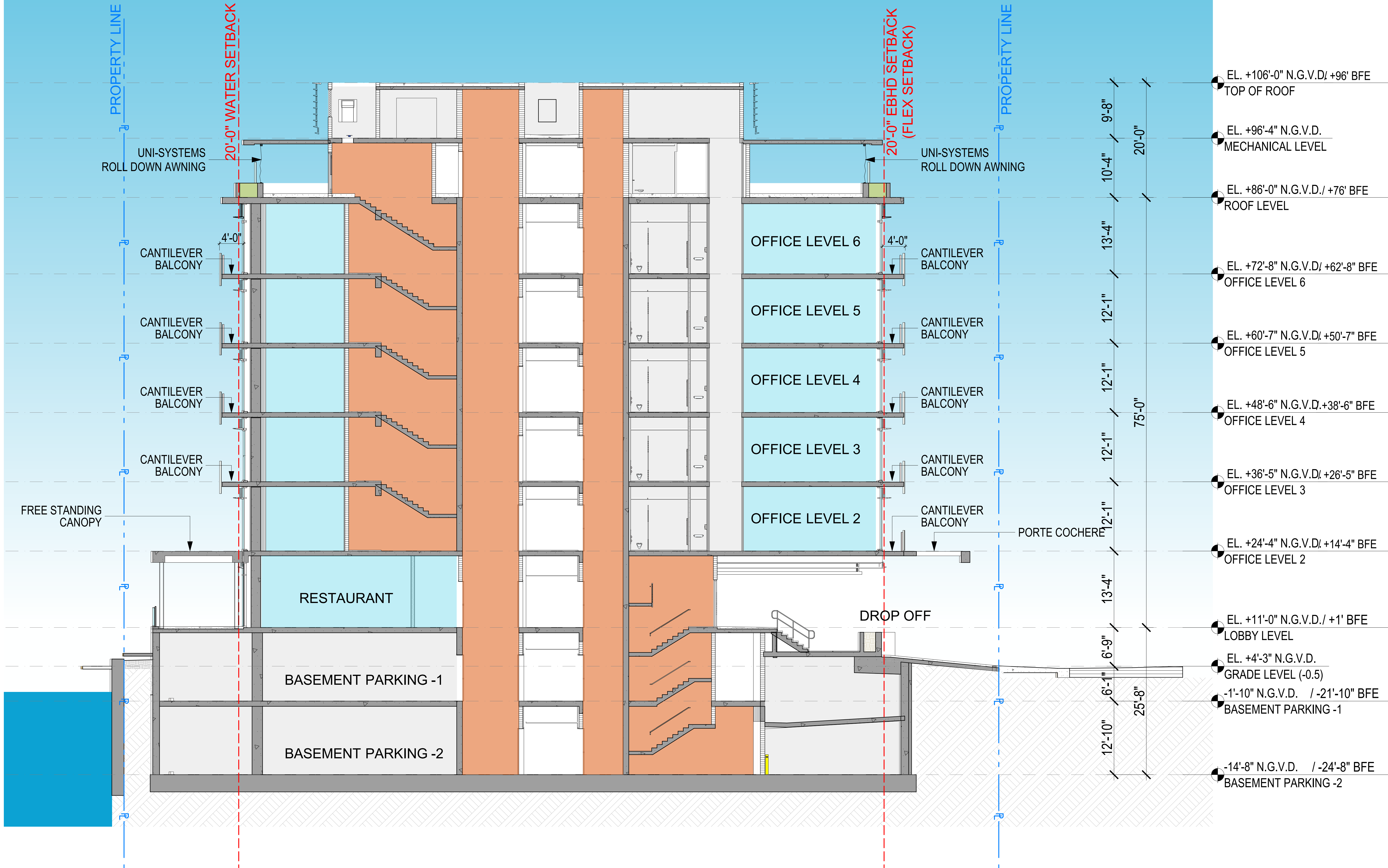
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Scale
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Project No.
1338

A-121

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1
A-130

N-S SECTION

SCALE: 1/8" = 1'-0"

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PROJECT

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OWNER INFORMATION

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PLANNING
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Revisions

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Date

5/16/2022

Scale

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Project No.

1338

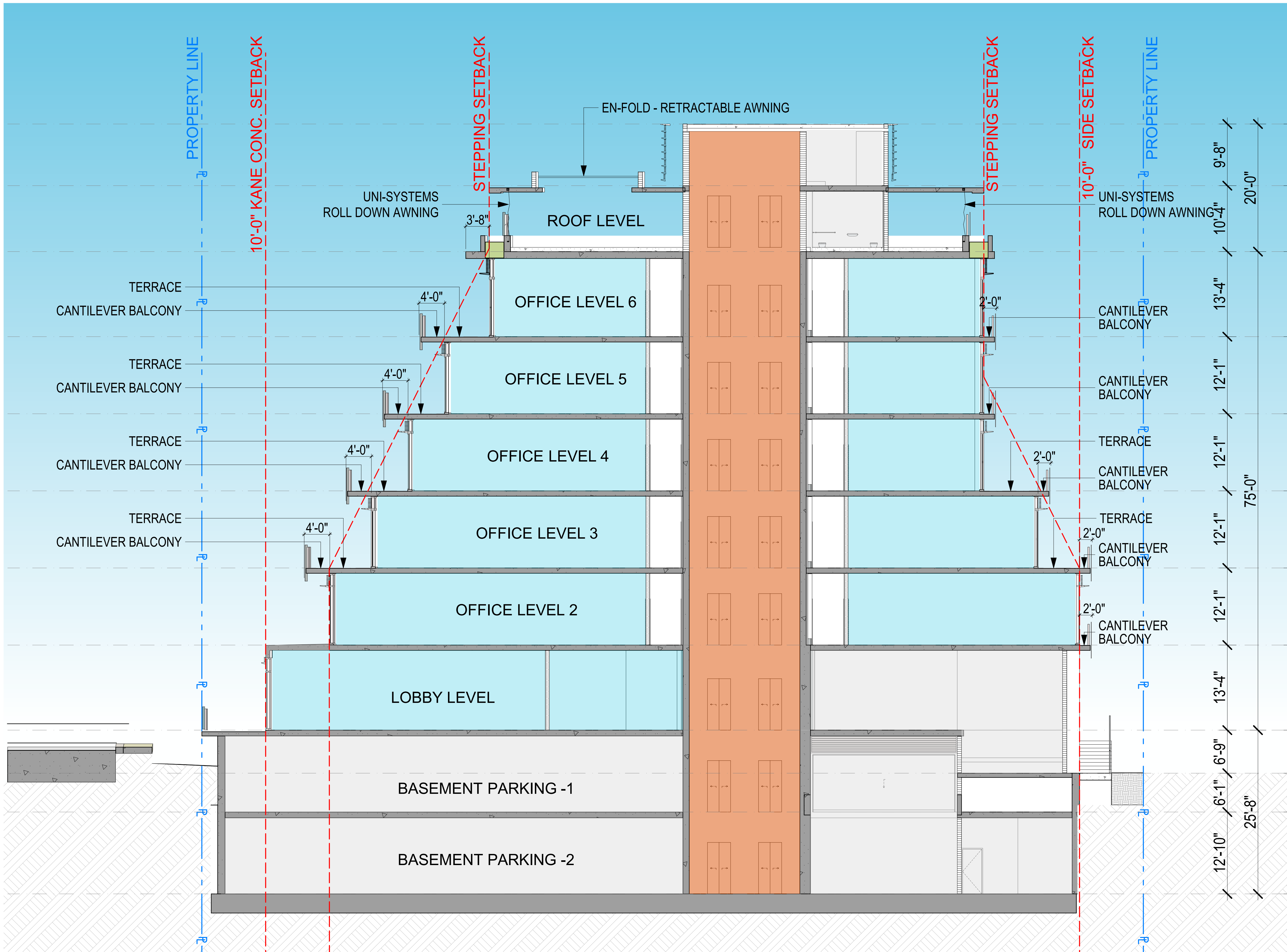
A-130

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1
A-131

E-W SECTION

SCALE: 1/8" = 1'-0"



●	EL. +106'-0" N.G.V.D. / +96' BFE
●	TOP OF ROOF
●	EL. +96'-4" N.G.V.D.
●	MECHANICAL LEVEL
●	EL. +86'-0" N.G.V.D. / +76' BFE
●	ROOF LEVEL
●	EL. +72'-8" N.G.V.D. / +62'-8" BFE
●	OFFICE LEVEL 6
●	EL. +60'-7" N.G.V.D. / +50'-7" BFE
●	OFFICE LEVEL 5
●	EL. +48'-6" N.G.V.D. / +38'-6" BFE
●	OFFICE LEVEL 4
●	EL. +36'-5" N.G.V.D. / +26'-5" BFE
●	OFFICE LEVEL 3
●	EL. +24'-4" N.G.V.D. / +14'-4" BFE
●	OFFICE LEVEL 2
●	EL. +11'-0" N.G.V.D. / +1' BFE
●	LOBBY LEVEL
●	EL. +4'-3" N.G.V.D.
●	GRADE LEVEL (-0.5)
●	-1'-10" N.G.V.D. / -21'-10" BFE
●	BASEMENT PARKING -1
●	-14'-8" N.G.V.D. / -24'-8" BFE
●	BASEMENT PARKING -2

ONE KANE CONCOURSE

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BAY HARBOR ISLANDS, FLORIDA, 33154

OWNER INFORMATION



PLANNING & ZONING

Revisions

CONSULTANTS

Date
5/16/2022

Scale
As Shown

Project No.
1338

A-131

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 4.

ITEM: Consideration and Approval of an application for an appeal to the Town Council of the Town of Bay Harbor Islands, Florida of a June 7th, 2022 decision of the Design Review Board, denying an application by Bay Harbor Islands Property Owner II, LLC for Site Development Plan Modification pertaining to development at 9431, 9461, and 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida. Enclosed are supporting documents.

DESCRIPTION:

This request relates to a request by the property owner of 9431, 9461, and 9481 East Bay Harbor Drive. The site was previously approved to develop a 72-unit multi-family condominium structure (The Royal House) over two-levels of a partial subterranean parking garage.

A request was heard before the Design Review Board on June 7th, 2022 for site development plan modifications with elimination of subterranean parking due to FEMA and the Florida Building Code regulations prohibiting subterranean parking for residential-only buildings; reconfiguration of the ground level building areas, including vehicular ingress/egress, lobby and alternate breezeway, to accommodate 47 regular spaces and 28 additional spaces via valet parking plan with 24/7 valet operation for a total of 75 parking spaces where 114 spaces are required (66% of required spaces); revising the exterior design to account for changes at ground level and reduced unit count; and for a proposed 57-unit structure. The Board denied the project by a 2-4 vote.

There were concerns about the breezeway not meeting supplemental design criteria as specified in the first paragraph of Town of Bay Harbor Islands Building and Construction Code Chapter 5, Section 5-23.1(a), and concerns were also expressed to the revised off – street parking arrangement.

The applicant is before the Town Council for an appeal of the Design Review Board's decision.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	La Baia North Appeal of DRB Decision
2.	TBHI - La Baia North - 6-7-2022 DRB Resolution
3.	Letter from U.S. Parking Inc.
4.	LOI 06.17.2022 Final
5.	060722DRB Transcript
6.	La Baia North - Staff Report
7.	La Baia North - Traffic and Parking Statement
8.	La Baia North Architectural Plans S&S
9.	LA BAIA NORTH -DRC REMARKS 2022m05d11
10.	LA BAIA NORTH Plans
11.	La Baia North post development drainage
12.	La Baia North pre development drainage S&S
13.	La Baia North response to Engineering comments
14.	BHI DRC Staff Report La Baia North (Royal House) May 6 2022 - CRS responses 5.13.22
15.	La Baia North - DRC - LA CAD Set_05.13.22
16.	~LA BAIA NORTH_MLDA_SUBMITTAL_2022.05.16

Yvonne Hamilton

From: Matthew Amster <MAmster@brzoninglaw.com>
Sent: Thursday, June 16, 2022 10:36 AM
To: Maria Lasday; Yvonne Hamilton; Joseph Geller; Michael Miller (mmiller@michaelmillerplanning.com)
Cc: Maritza Haro Salgado; Shakeyla Flores
Subject: La Baia North - appeal of DRB decision
Importance: High

Good morning,

This email is to inform you that on behalf of the applicant Bay Harbor Islands Property Owner II, LLC, we are appealing the decision of the DRB on the La Baia North site plan modification application heard on June 7, 2022. We understand that the Resolution of the DRB action will be finalized very soon and we will provide all appeal documents shortly. We request to be scheduled to be heard as soon as possible, including any available special or regular Town Council meeting. Further, we request that the separate but associated Parking Trust and Alternative Parking requests that the Town Council deferred on June 9, 2022 for the same project be scheduled on the same agenda, after the appeal. Based on comments from the Town Council, it would be best if both items can be heard back to back.

To expedite advertisement and mailed notice, we can provide mailing labels today.

Please confirm receipt of this email and let us know what else is needed to have both items scheduled for next available agenda.

Thank you,

Matt



BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

ZONING, LAND USE AND ENVIRONMENTAL LAW

Matthew Amster

[Bercow Radell Fernandez Larkin + Tapanes](#)

200 S. Biscayne Boulevard, Suite 300, Miami, FL 33131

MAmster@brzoninglaw.com | www.brzoninglaw.com

O: (305) 377 6236 | F: (305) 377 6222

[vCard](#)

[Biography](#)

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RESOLUTION NO. 2254A

A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DENYING A SITE DEVELOPMENT PLAN MODIFICATION APPLICATION OF BAY HARBOR ISLANDS PROPERTY OWNER II, LLC FOR THE PROPERTY DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 18, 2012, through Resolution No. 1147-B the Town's Planning and Zoning Board (P&ZB) approved a Site Development Plan for a 7-story building with 72-units over two-levels of a partial subterranean parking garage (the Royal House Project) for property located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 & 8 of Block 1 of "Bay Harbor Island" Subdivision according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, on August 20, 2013, through Resolution No. 1175 the P&ZB approved a modified Site Development Plan for a 7-story building with 72-units over two-levels of a partial subterranean parking garage; and

WHEREAS, on April 28, 2022, Bay Harbor Islands Property Owner II, LLC, filed a Site Development Plan modification application for the La Baia North Project (formerly the Royal House Project) with the Town of Bay Harbor Islands, Florida; and

WHEREAS, a Design Review Board Hearing was held on June 7, 2022, on the 2022 Modification Plans by Revuelta Architecture International entitled "Revision to Currently Approved Site Plan – April 28, 2022" including the following:

Reducing unit count from 72 to 57; elimination of basement parking due to FEMA and FBC regulations prohibiting subterranean parking for residential-only buildings; reconfiguration of the ground level building areas, including vehicular ingress/egress, lobby and alternate breezeway, to accommodate 47 regular spaces and 28 additional spaces via valet parking plan with 24/7 valet operation for a total of 75 parking spaces where 114 spaces required (66% of required spaces); and revising exterior design to account for changes at ground level and reduced unit count; and

WHEREAS, the Motion to approve failed 2 - 4 as the revised alternate breezeway design did not meet supplemental design criteria as specified in the first paragraph of Town of Bay Harbor Islands Building and Construction Code Chapter 5, Section 5-23.1(a), and concerns were expressed with the revised off – street parking arrangement.

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 Design Review Board of Town of Bay Harbor Islands, Florida finds that the Site Development Plan modification application of Bay Harbor Islands Property Owner II, LLC, did not meet supplemental design criteria as specified in the first paragraph of Town of Bay Harbor Islands Building and Construction Code Chapter 5, Section 5-23.1(a), and concerns were expressed with the revised off – street parking arrangement and therefore denies approval of the Site Development Plan modification application.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the “Effective Date”).

PASSED and ADOPTED this 7th day of June 2022.

**DESIGN REVIEW BOARD OF TOWN
OF BAY HARBOR ISLANDS**

By: Steven Hurwitz
Steven Hurwitz, Chairperson

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP
Town Attorney
By: Joseph S. Geller, Esq.

U.S. Parking

Parking Management

June 15, 2022

To The Town of Bay Harbor Council Members:

U.S. Parking is a local company with over 40 years' experience in providing valet parking services to residential and commercial properties.

Currently we service sixty properties with over five hundred employees in the Miami-Dade area.

We have reviewed the attached Parking Layout Plan and based on our experience at several residential buildings in Miami we can confirm that it is a functional, viable plan.

Should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

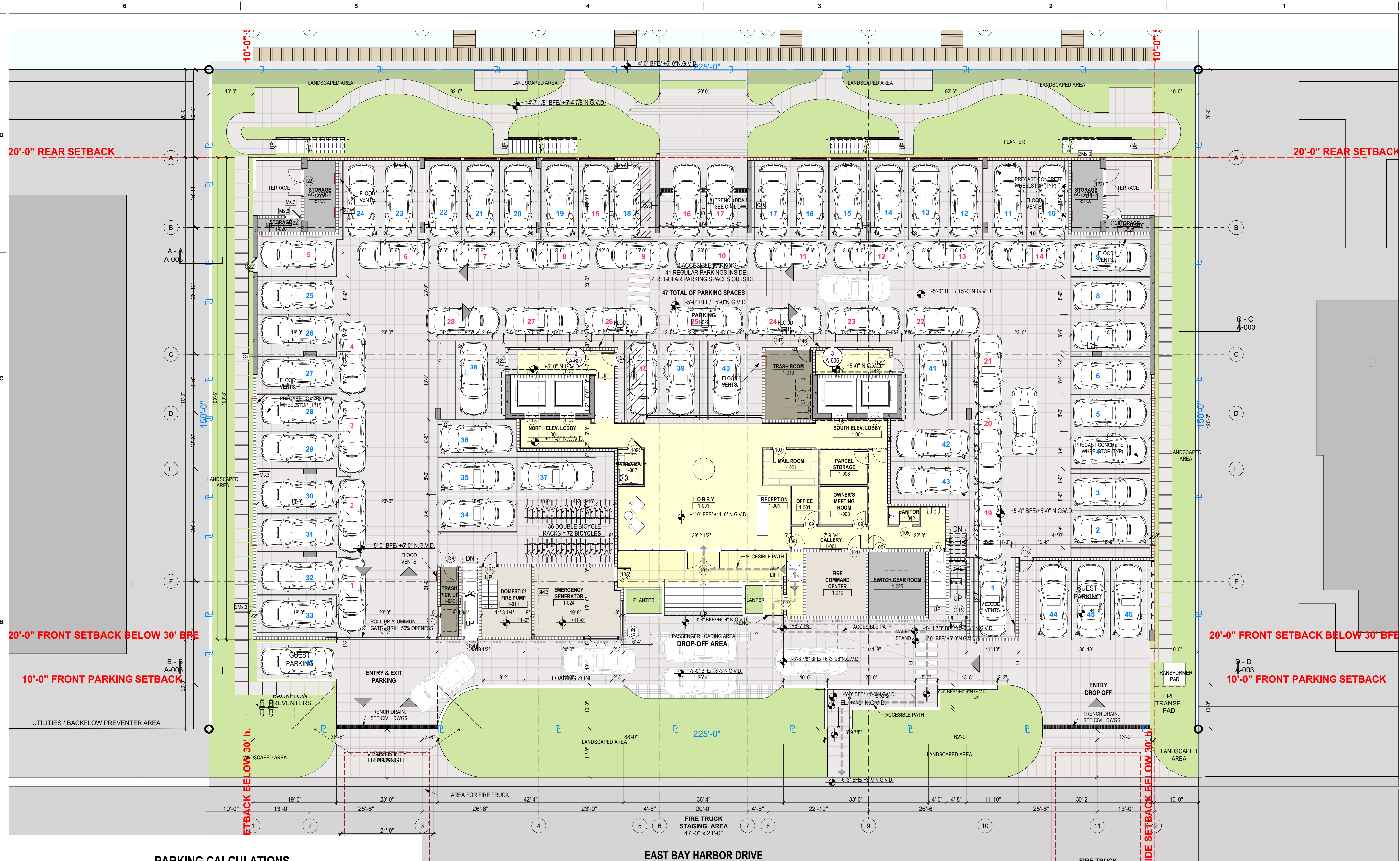


Arturo Evans
General Manager

Attachment: Parking Layout Royal House

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NOT FOR CONSTRUCTION



PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"

EL. +11'-0" N.G.V.D.

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Project

LA BAJA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
LOBBY LEVEL - FLOOR
PLAN

Sheet No.

A-601



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www.brzoninglaw.com

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mamster@brzoninglaw.com

VIA HAND-DELIVERY & ELECTRONIC MAIL

June 17, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Appeal of Design Review Board Decision Regarding Site
Development Plan Modification for La Baia North at Property
Located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay
Harbor, Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner I, LLC (the "Applicant"). The Applicant owns the properties located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). The Property contains 3 waterfront lots located on the east side of East Bay Harbor Drive between 94th and 95th Streets and is zoned Multiple Family Residential (RM-1) District.

The prior owner received approval to develop a multifamily residential project, previously entitled "Royal House," and recently, the Applicant appeared at the Design Review Board (formerly known as the Planning and Zoning Board, and hereinafter referred to as the "Board") to request site development plan modifications for the Applicant's proposed development, currently referred to as "La Baia North" (the "Project"). On June 7, 2022, the Board moved to approve the proposed Project; however, the motion failed with a 2-4 vote of the Board Members. See Exhibit A, La Baia North DRB Resolution. The purpose of this letter is to appeal the failed motion to approve the Project.

Development Approvals. On December 18, 2012, the Town's Planning and Zoning Board approved a site plan for the Property consisting of a 72-unit condominium building, with 7 stories of habitable units over 2-levels of a partial subterranean parking garage, known as the Royal House Project (the

"Development Approval"). See Exhibit B – Resolution No. 1147-B. This approval was subsequently followed by an amended site development plan approved by the Planning and Zoning Board on August 20, 2013 (the "Amended Development Approval"). See Exhibit C – Resolution No. 1175.

The prior owner submitted a building permit for the Project and kept it and the Amended Development Approval alive through processing the permit and various State of Emergency extensions as allowed through State Statute. The Applicant also notified the Town of additional extensions of time for State of Emergencies. As verified by the Town, the present expiration date of the permit is February 25, 2024. See Exhibit D.

Notably, through the conditions in the Amended Development Approval, the Royal House Project was required to: (1) obtain 46 TDR dwelling units; and (2) record a Unity of Title, or Covenant in Lieu of Unity of Title, binding the Property together as one plot of land. First, the prior owner of the Property previously purchased 46 TDR dwelling units from the Town on March 22, 2013, and the Applicant executed an Assignment and Assumption of TDR Contract on May 17, 2021 to obtain the right, title, and interest to the TDR units.¹ See Exhibit E – Assignment and Assumption of TDR Contract. Second, the Applicant obtained approval of the Unity of Title from Town staff and already recording it in the public records. See Exhibit F.

Proposed Modifications. The Applicant, as new owner of the Property, has taken a comprehensive review of the existing approvals to improve the Project and bring it into alignment with today's market. Specifically, the Applicant wishes to modify the Amended Development Approval by reducing the residential units to 57, which significantly lowers the density by 15 units, and increases the size per unit. The initial Royal House Project in the Amended Development Approval was planned as a rental building with smaller units. However, the currently proposed design is planned as a family-oriented condominium building.

Notably, the Applicant's design maintains and improves the 3-story tall alternative breezeway, which is highly transparent through the building from front to rear. Rather than provide the vehicular entrance at the center, the Applicant relocates the lobby as the focal point at the ground level and the front entry area has been expanded north-south to create greater openness and visibility, thus enhancing the breezeway and further breaking up the massing of the building. The garage entrance is now located at the north end of the building.

¹ Due to the reduction by 15 units as discussed below, the Applicant will work with the Town Administration to amend the TDR contract to 31 TDRs to ensure that the Applicant is not obtaining more TDRs than required for the project. The unneeded 15 TDRs will return to the Town Bank for the Town's use for other projects.

The Applicant also proposes changes to the façades to reflect the proposed reorganization for the larger units, and to maximize the interior/exterior views with revised balconies that are compatible to the unit sizes. For instance, the Applicant proposes new railing designs which incorporate a combination of aluminum at the bottom and glass on top, as well as railing designs with full glass. There is also a proposed addition of wood slat paneling along the west elevation which vertically extends from street level toward the second-floor level. The Applicant's proposed plan also includes an additional passenger elevator, for a total of four passenger elevators, that connect the first-floor level with the rooftop level of the building.

The aforementioned new image of the condominium building will be supplemented with a fresh landscape design and enhanced amenities. The lobby, as mentioned, will be conveniently relocated to the center of the first floor and a new communal room will be included on the second floor. Moreover, a new breezeway terrace will be included on the third floor with a new stepping breezeway frame along the west elevation.

Importantly, due to FEMA and Florida Building Code (FBC) restrictions for residential-only buildings, the Applicant must eliminate the previously approved basement parking level. The prior approval consisted of 2 levels of parking, including a basement, with 102 spaces (at -16' BFE / -6' NGVD), as well as an additional 43 parking spaces at the ground floor level. For appropriate resiliency and sustainability, the Applicant's current plan proposes all parking at the ground level above 5'-0" NGVD. The parking will include 43 standard interior parking spaces, 4 exterior spaces, and 28 valet parking spaces for efficient parking, with a total of 75 parking spaces. The valet operation will be 24/7 and access to the valet drop-off /pick-up area will be provided at the front entrance to the building on the private driveway. The proposed drop-off design includes an ADA compliant accessible walkway, which will connect the lobby with the right-of-way. The Applicant's proposed plan will also maintain 36 double bicycle racks which will accommodate 72 bicycles.

Redesigning the entire base of the building to address this issue is a significant undertaking, but necessary to allow the Project to move forward. The aforementioned changes to the ground level, including relocation of the lobby and parking entrance and enhancement of the breezeway have been necessitated by this required redesign to resolve the basement parking issue.

Parking Requirements. Based on the Applicant's proposed reduction to 57 residential units, the Applicant is required to provide 114 parking spaces. The Applicant's proposal accommodates 75 parking spaces with alternate parking arrangement. Pursuant to Section 23-29.1 of the Bay Harbor Islands Code of Ordinances (the "Code"), which establishes a Town Parking Trust, subject to approval by the Town Council a property owner can pay a fee for each

of the required on-site parking spaces that are not provided on-site. The Applicant has submitted a separate request to the Town Council for approval of utilization of the Parking Trust and the alternate parking arrangement.

In order to be eligible to pay the Parking Trust Fee in lieu of providing required parking, the property owner must provide a minimum of 40 percent of all required parking spaces and meet certain criteria. Specifically, the property owner must demonstrate that,

- (1) adequate off-street parking is available within 500 feet of the subject site;
- (2) the Council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
- (3) the Town Manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
- (4) appropriate mitigation is provided in the form of the Parking Trust Fee or other equivalent mitigation.

The proposed plan provides more than 40 percent of required parking. Particularly, the Project provides approximately 66 percent of required parking. The Project also meets the Code criteria. First, there is adequate off-street parking within 500 feet of the Property because there is a public parking lot located west of the Project on 95th Street. See Exhibit G. Second, the reduction of units is beneficial and reduces traffic. Moreover, the elimination of the subterranean basement parking avoids flooding impacts to the Property and the surrounding area and, therefore, allows for a more resilient Project. Third, there have been multiple discussions with the Town Administration to address the proposed reduction in parking and the Applicant's proposal has been met with support. Fourth, the Applicant agrees to pay the Parking Trust Fee for each of the remaining 39 required on-site parking spaces.

Additionally, the Applicant anticipates several mitigating factors above participation in the Town Parking Trust, such as greater than 50% seasonal occupancy and low expected turnover with no short-term rentals, the preference of ride-sharing services over driving, the convenience of nearby transit including Miami Dade Transit Route 107-G, and both the Property and the surrounding community's compatibility with walking and bicycling. The Applicant further mitigates required parking by providing for and ensuring the following:

- Electric carsharing platform allowing for on-demand guest/resident access and operation of 2 electronic vehicles with dedicated parking spots
- Only 1 guaranteed parking space for 1- and 2-bedroom units
- Additional 72 spaces for bicycle parking
- 24-hour Valet Parking System managing all 75 parking spaces
- Adequate drop-off/pick-up queuing space at the front of the building to ensure no spillover of vehicles onto the street

Notably, a parking generation analysis for the Project was conducted by David Plummer & Associates, Inc., a reputable consulting firm specializing in transportation and civil engineering, and included with the application materials. Overall, the analysis concluded that the 75 parking spaces provided by the Project would satisfy the parking demand and notes that the Town has a higher than average parking requirements for multifamily buildings compared to nearby municipalities. Additionally, a separate queuing analysis revealed that the proposed valet station will be able to accommodate up to five vehicles in the queue, and that during the worst-case scenario of the AM peak hour, the valet station would have an average of no vehicles on queue. Thus, the valet parking system proposed will ensure that the average queue at the valet station will not extend past the provided valet storage and Project entrance.

Appeal of Board Decision. As previously mentioned, the Applicant presented the Project and proposed modifications to the Board on June 7, 2022. A motion to approve the Project failed and the Applicant seeks to appeal the decision for several reasons. First, the modifications presented to the Board were modifications to a previously approved site plan from 2013. Not only did the proposed modifications reduce the total number of units from 72 residential units to 57 residential units, but they also removed the previously approved subterranean level parking. In order to comply with FEMA and FBC restrictions for residential-only buildings, the Applicant needed to eliminate the basement parking level, and has in its place, proposed several creative solutions to mitigate the reduction in parking spaces. The Applicant is collaborating with the Town in providing parking alternatives such as payment into the Parking Trust Fee for each of the remaining 39 required on-site parking spaces and providing a 24-hour Valet Parking System managing all 75 parking spaces. Moreover, a reputable and leading provider of valet services in South Florida has reviewed the Applicant's alternate parking arrangement and confirmed its viability. See Exhibit H, Letter from U.S. Parking, Inc. The Applicant's justifications for the proposed modifications to the previously approved site plan were outlined in the Applicant's materials and explained during the June 7th hearing. For reference, the Applicant provides a transcript of the hearing with the application materials.

Second, the Applicant's proposed modifications to the original breezeway and east and west sides provide for enhanced architectural articulation and detailing on the building façades

which effectively breaks the massing of the building. The alternate breezeway complies with the design criteria outlined in Section 5-23.1(a) of the Town Code. Specifically, the Project and alternate breezeway are in conformity with good taste, good design, and contribute to the image of the Town as a place of beauty, spaciousness, and harmony. The breezeway has been broadened on the front (west) and creates a sense of fluidness for the entire building, while creating a pleasant experience for pedestrians. Ultimately, the breezeway is not, in its exterior design and appearance, of inferior qualities such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value. Instead, the redesigned breezeway enhances transparency and elegantly breaks the massing of the building, which is the intent of a breezeway.

Third, the Board's discussion of the Project focused heavily on the parking trust and alternate parking arrangement, which are mainly separate requests to the Town Council that are not under the purview of the Board and which negatively influenced a few of the Board members' vote on the Project. A driving force to the redesign is the need to eliminate the previously approved subterranean parking and through great effort and working with the Town staff the Applicant has arrived at a viable solution that requires the additional level of review by the Town Council. The functionality, which is part of the alternative parking arrangement, has been vetted by both traffic engineering and valet parking professionals. From a design standpoint, the removal of the subterranean parking levels has actually improved the Project. The lobby, rather than a driveway, is at the front and the breezeway facing East Bay Harbor Drive has been significantly broadened creating enhanced curb appeal for the Town and more effectively reducing the scale and massing of the building.

Moreover, the Board addressed other items that are outside the scope of the design review criteria, including discussion on the contract for the already approved TDRs for the Project (note: the Town Council has jurisdiction over TDRs), as well as building management operations, and representations to future condo owners.

Summary. La Baia North is a well-designed project and improvement over the prior approval that is compatible with the surrounding development in both scale and appearance. The submitted plans resolve the issue with the approved subterranean parking, are consistent with the RM-1 regulations, and satisfy the Town Code criteria for site development plan modification without need for any variance. Moreover, for the separate request to the Town Council, the Project meets the criteria for the Parking Trust Fund.

Based on the above, we respectfully request that the Town Council approve the Project with the proposed modifications. Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Michael Miller, Town Planner
Mike Mesa, Building Official
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.

RESOLUTION NO. _____**A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DENYING A SITE DEVELOPMENT PLAN MODIFICATION APPLICATION OF BAY HARBOR ISLANDS PROPERTY OWNER II, LLC FOR THE PROPERTY DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on December 18, 2012 through Resolution No. 1147-B the Town's Planning and Zoning Board (P&ZB) approved a Site Development Plan for a 7-story building with 72-units over two-levels of a partial subterranean parking garage (the Royal House Project) for property located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 & 8 of Block 1 of "Bay Harbor Island" Subdivision according to the plat thereof as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County; and

WHEREAS, on August 20, 2013 through Resolution No. 1175 the P&ZB approved a modified Site Development Plan for a 7-story building with 72-units over two-levels of a partial subterranean parking garage; and

WHEREAS, on April 28, 2022, Bay Harbor Islands Property Owner II, LLC, filed a Site Development Plan modification application for the La Baia North Project (formerly the Royal House Project) with the Town of Bay Harbor Islands, Florida; and

WHEREAS, a Design Review Board Hearing was held on June 7, 2022 on the 2022 Modification Plans by Revuelta Architecture International entitled "Revision to Currently Approved Site Plan – April 28, 2022" including the following:

Reducing unit count from 72 to 57; elimination of basement parking due to FEMA and FBC regulations prohibiting subterranean parking for residential-only buildings; reconfiguration of the ground level building areas, including vehicular ingress/egress, lobby and alternate breezeway, to accommodate 47 regular spaces and 28 additional spaces via valet parking plan with 24/7 valet operation for a total of 75 parking spaces where 114 spaces required (66% of required spaces); and revising exterior design to account for changes at ground level and reduced unit count; and

WHEREAS, the Motion to approve failed 2 - 4 as the revised alternate breezeway design did not meet supplemental design criteria as specified in the first paragraph of Town of Bay Harbor Islands Building and Construction Code Chapter 5, Section 5-23.1(a), and concerns were expressed with the revised off – street parking arrangement.

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 Design Review Board of Town of Bay Harbor Islands, Florida finds that the Site Development Plan modification application of Bay Harbor Islands Property Owner II, LLC, did not meet supplemental design criteria as specified in the first paragraph of Town of Bay Harbor Islands Building and Construction Code Chapter 5, Section 5-23.1(a), and concerns were expressed with the revised off – street parking arrangement and therefore denies approval of the Site Development Plan modification application.

3. Effective Date. This Resolution shall take effect upon the date of its adoption (the “Effective Date”).

PASSED and ADOPTED this ____ day of June, 2022.

**DESIGN REVIEW BOARD OF TOWN
OF BAY HARBOR ISLANDS**

By: _____
Steven Hurwitz, Chairperson

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP
Town Attorney
By: Joseph S. Geller, Esq.

RESOLUTION NO. 1147 - B**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING THE SITE DEVELOPMENT PLAN APPLICATION
FOR THE ROYAL HOUSE PROJECT.**

WHEREAS, on November 20, 2012, Royale Club Towers, LLC ("Applicant"), filed an application for Site Plan approval for a 72-unit condominium building, with one (1) story of below grade parking, and ~~five~~ ^{seven} (7) stories of habitable units (the "Royal House") located at 9431/9461/9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 and 8 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 December 18, 2012, the Town's Planning and Zoning Board approved the Site Plan for the ROYAL 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 ROYAL HOUSE Project is consistent with the criteria in Sections of 5-23.1 23-11(B1)(6) and approves the site plan titled "ROYAL HOUSE", dated December 18, 2012, 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. The Royal House Project is required to obtain 46 TDR dwelling units prior to the issuance of a building permit.
 - B. Prior to the issuance of a building permit, approval by the Town Manager and recordation by the Applicant in the Public Records of Miami-Dade County of a Unity of Title, or Covenant in Lieu of Unity of Title, binding the Property together as one plot of land.
 - C. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Royal House Project meets school concurrency requirements.
 - D. 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.
 - E. The existing overhead power lines adjoining the site shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant.

- F. The plans show pedestrian walkways on both the north and south sides of the building from the front yard parking area to the area near the Indian Creek Waterway. The pedestrian walkways shall be restricted to only residents and their guests.
- G. The applicant shall (1) revise the plan to show the actual location of the East Bay Harbor Drive road right-of-way line, (2) revise the plan to show five or six at most generic "tree stamps" showing where the Street Trees will be planted with (3) a note stating "Species per Town Master Street Tree Plan". There should be two (2) Street Trees shown in each of the swales between the side property lines and the driveways and one (1) or two (2) Street Trees shown in the center swale area between the driveways. Staff shall review and approve such revision.
- H. The applicant shall revise Sheet LA-2, which does not show any on-site trees in the front yard area at the north end of the site between the loading area and right-of-way line. Two (2) trees must be placed in this area. Further, the proposed Dwarf Coco Plum shrubs are not tall enough to provide sufficient screening for the loading area or driveways. Shrubs used to screen parking spaces / on-site vehicular areas must be at least twenty-four (24) inches at height at time of planting and be maintained at least thirty (30) inches within a year. Staff shall review and approve such revision.
- I. The applicant shall revise its plans to provide that the breezeway is enlarged by one floor and that on the east elevation the center portion is pushed back to match the depth of the west side. Staff shall review and approve such revision.

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 18 day of December, 2012.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: Muriel Macdonald
Chair Person

ATTEST:

Muriel Macdonald
Town Clerk

APPROVED AS TO FORM:

[Signature]
Town Attorney

RESOLUTION NO. 1175**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 ROYAL HOUSE PROJECT.**

WHEREAS, on November 20, 2012, Royale Club Towers, LLC (“Applicant”), filed an application for Site Plan approval for a 72-unit condominium building, with one (1) story of below grade parking, and seven (7) stories of habitable units (the “Royal House Project”) located at 9431/9461/9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 and 8 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 December 18, 2012, the Town’s Planning and Zoning Board approved the Site Plan for the Royal House Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town’s Code of Ordinances with certain conditions.

WHEREAS, The Town’s Planning and Zoning Board’s December 18, 2012 approval with conditions was codified as Resolution No. 1147-B;

WHEREAS, on or about August 13, 2013, the Applicant submitted an amended site plan for the Royal House Project (“Amended Site Plan”);

WHEREAS, on August 20, 2013, the Town’s Planning and Zoning Board approved the Amended Site Plan for the Royal 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 Amended Site Plan for the Royal House Project is consistent with the criteria in Sections of 5-23.1 and 23-11(B1)(6) and approves the Amended Site Plan titled Royal House, dated August 13, 2013, 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 revised Site Development Plans dated August 13th, 2013. Any changes 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 Royal House 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. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.

- C. The Royal House Project is required to obtain 46 TDR dwelling units prior to the issuance of a building permit, and the TDR's must be approved by the Town Council.
- D. Prior to the issuance of a building permit, approval by the Town Manager and recordation by the Applicant in the Public Records of Miami-Dade County of a Unity of Title, or Covenant in Lieu of Unity of Title, binding the Property together as one plot of land.
- E. 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.
- F. The existing overhead power lines adjoining the site shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant.
- G. The plans show pedestrian walkways on both the north and south sides of the building from the front yard parking area to the area near the Indian Creek Waterway. The pedestrian walkways shall be restricted to only residents and their guests.

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.

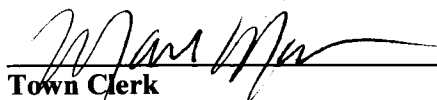
6. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

PASSED and ADOPTED this 20th day of August, 2013.

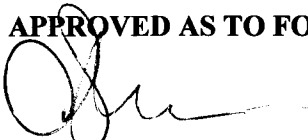
**PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS**

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



June 8, 2022

Town Council

Joshua D. Fuller
Mayor

Elizabeth Tricoche
Vice Mayor

Stephanie Bruder
Council Member

Molly Winters Diallo
Council Member

Isaac Salver
Council Member

Teri D'Amico
Council Member

Robert Yaffe
Council Member

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

RE: **ROYAL HOUSE PROJECT (LA BAIA NORTH)**
9431, 9461, & 9481 E. BAY HARBOR DRIVE
LOTS 6-8 OF BLOCK 1

Dear Mr. Amster:

We are in receipt of your email dated May 24, 2022, requesting an extension for the above mentioned project. This extension has been approved by the tolling and extension for the state of emergency as per the chart below. The state statute provides for an extension of your clients approval to obtain their construction permit by February 25, 2024.

Town Officials

Maria Lasday
Town Manager

Yvonne Hamilton
Interim Town Clerk

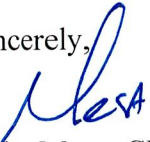
Joseph S. Geller
Town Attorney

Building and Code Compliance Department	BP2016-35
Current Expiration Date (See Exhibit B, attached)	6/7/2022
Section 252.363 – Clarification of additional extension for COVID-19	10/4/2022
Tolling – 474 days minus 355 days = 119 days	
Section 252.363 – Surfside Building Collapse	8/25/2023
Tolling - 327 days minus 2 overlap days = 325 days	
Plus 6 months	2/25/2024
New Expiration Date	2/25/2024

After that time, no further extensions will be granted and 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,


Mike Mesa. CBO
Chief Building Official / Building Director
Town of Bay Harbor Islands

MM/am

ASSIGNMENT AND ASSUMPTION OF TDR CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF TDR CONTRACT (this “**Assignment**”) is entered into on as of May 17 2021, between **CASA CAPRI – NORTH, LLC**, a Florida limited liability company (“**Assignor**”), and **BAY HARBOR ISLANDS PROPERTY OWNER II LLC**, a Delaware limited liability company (“**Assignee**”).

1. **Reference to Sale Agreement.** Reference is made to a Purchase and Sale Agreement effective as of March 19, 2021, between Assignor and Casa Capri – South, LLC, a Florida limited liability company (“**South Owner**”; together with Assignor, collectively “**Sellers**”), collectively as seller, and Assignee and Bay Harbor Islands Property Owner I LLC, a Delaware limited liability company (“**Bay Harbor I**”; together with Assignee, collectively “**Purchasers**”), as purchaser, pursuant to which Sellers agreed to sell to Purchasers, and Purchasers agreed to purchase from Sellers, the improved real property and other assets described therein (as amended, the “**Purchase Agreement**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

2. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all right, title and interest of Assignor, as buyer, in and to the Agreement for Purchase and Sale of Transferable Development Rights (the “**TDR Contract**”) attached hereto as Exhibit A to this Assignment, including all deposits thereunder, and Assignee has agreed to reimburse Assignor with respect to the deposits under the TDR Contract that Assignor has paid.

3. **Assumption.** Assignee hereby assumes, and agrees to be bound by, all of the covenants, agreements and obligations of Assignor, as buyer, under the TDR Contract which shall arise or be incurred, or which are required to be performed, on and after the date of this Assignment, and Assignee further assumes all liability of Assignor under and/or required by the TDR Contract or otherwise by law.

4. **Indemnity.** Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs at trial and appellate levels) asserted against or incurred by Assignee due to, following, or arising out of any default on the part of Assignor to perform said terms, covenants and conditions of the TDR Contract occurring or alleged to have occurred prior to the Closing Date (as defined in the Purchase Agreement). Assignee hereby agrees to defend, indemnify and hold Assignor harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs at trial and appellate levels) asserted against or incurred by Assignor due to, following, or arising out of any default on the part of Assignee to perform said terms, covenants and conditions of the TDR Contract occurring or alleged to have occurred from and after the Closing Date (as defined in the Purchase Agreement).

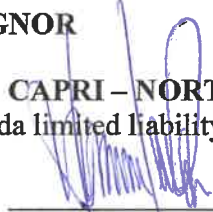
5. **Binding Effect.** This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

ASSIGNOR

CASA CAPRI – NORTH, LLC,
a Florida limited liability company

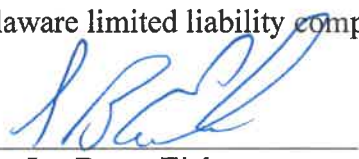
By: 

Name: Irwin Tauber

Title: Manager

[Signatures continue on following page]

**BAY HARBOR ISLANDS PROPERTY
OWNER II LLC,**
a Delaware limited liability company

By: 

Name: Ian Bruce Eichner

Title: Authorized Signatory

EXHIBIT A
TDR CONTRACT

See attached.

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 22nd day of March, 2013 (the "Effective Date") by and between ROYALE CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and TOWN OF BAY HARBOR ISLANDS (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Purchaser 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 "Property") and seeks to purchase forty-six (46) transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Property.

B. 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 set forth in this Agreement, Purchaser shall pay Seller \$1,380,000.00 (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 the amount of \$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, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) 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 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.

5. As-Is, Where-Is; No Representations. Purchaser acknowledges that it is purchasing the TDRs in their "AS-IS, WHERE-IS" condition. Purchaser also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically

negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

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

(a) 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 any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller or the TDRs.

All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section shall be true and correct at all times from the Effective Date through and including the "Closing Date" (as hereinafter defined) and shall survive Closing.

7. Representations, Warranties, Covenants and Agreements of 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 agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (B) 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.

8. 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 6 above shall be true and correct in all respects; and (iii) the Town Council of Seller adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed.

(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) to allow Seller an opportunity to cure such failure. Should Purchaser elect to extend the Closing Date under (ii) above and Seller either fails or refuses to cure such failure within the cure period given by Purchaser, Purchaser shall then have the right to elect (i) above.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights (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 execute and deliver to Purchaser a resolution evidencing its authority to execute and deliver the Deed; and (c) each Party shall execute and deliver to the other Party a closing statement in usual and customary form.

10. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is the last to occur of (the "Closing Date"): (a) the date that is twenty (20) days after the date on which the TDR Approval becomes final and non-appealable with no appeals to the TDR Approval having been filed; and (b) the date on which Purchaser obtains a building permit for vertical construction on the Property.

11. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision 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 and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Purchaser and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of 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 fifteen (15) days after receiving notice of such default.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, then Purchaser shall have the following remedies: (i) to terminate this Agreement by giving a written notice of

termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Purchaser, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (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.

12. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email 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: Michael S. Sheitelman, Esq., 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 3301, Phone No. (954) 761-8111, email address michael.sheitelman@gray-robinson.com.

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Ronald Wasson, Phone No. 305-866-6241, email address rwasson@bayharborislands.net

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: Michael S. Sheitelman, Esq., 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 3301, Phone No. (954) 761-8111, email address michael.sheitelman@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.

13. Broker. Each Party represents and warrants to the other that there are and have been no real estate brokers, agents or finders involved with respect to this Agreement or the transaction contemplated herein. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party (the "Indemnified Party") harmless from and against any claim, cause of action, loss, damage, liability, fee, cost or expense incurred by the Indemnified Party (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) as a result of any breach by the Indemnifying Party of the foregoing representation and warranty. This Section shall survive Closing or any earlier termination of this Agreement.

14. Escrow Agent. The Escrow Agent shall hold in and disburse from escrow any monies and documents delivered to it by the Parties in accordance with the terms and provisions of this Agreement. The Escrow Agent is authorized and directed to place the Deposit in a non-interest bearing escrow account with any financial institution having branches in Miami-Dade County, Broward County and/or Palm Beach County. The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. Each Party agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, demands, losses, liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) which the Escrow Agent may incur in its capacity as escrow agent under this Agreement, except for any such claim, demand, loss, liability, damage, fee, cost and/or expense incurred as a result of the Escrow Agent's gross negligence or willful misconduct. If there is any dispute as to the disposition of any monies or documents held by the Escrow Agent, then the Escrow Agent is hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent

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

15. Miscellaneous.

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

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

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

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

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

(f) 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.

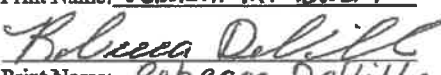
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only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

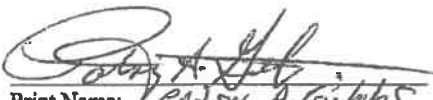
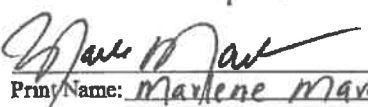
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

Print Name: Rebecca Deville


Print Name: Patsy A. Gibbs

Print Name: Marlene Mavate

PURCHASER:

ROYAL CLUB TOWERS, LLC, a Florida limited
liability company

By: 
Irwin E. Tauber, Manager

Date: March 19, 2013

SELLER:

TOWN OF BAY HARBOR ISLANDS

By: 
Name: Ronald J. Wasson
Title: Town Manager

Date: March 22, 2013

EXHIBIT "A"

The Legal Description of the Property

Lots 6, 7 and 8, 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.

This instrument was prepared by:
Name: Matthew Amster, Esq.
Address: Bercow Radell Fernandez Larkin & Tapanes PLLC
200 S. Biscayne Blvd, Suite 300
Miami, FL 33133

Folio Numbers: 13-2227-001-0050, 13-2227-001-0060 and 13-2227-001-0070
(Space Reserved for Clerk)

UNITY OF TITLE

WHEREAS, the undersigned BAY HARBOR ISLANDS PROPERTY OWNER II LLC, a Delaware Limited Liability Company, whose mailing address is c/o The Continuum Company, 49 West 23rd Street, 4th floor, New York, New York 10010, is the Owner of that property ("Property") legally described as:

Folio Number 13-2227-001-0050

Lot 6, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Folio Number 13-2227-001-0060

Lot 7, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Folio Number 13-2227-001-0070

Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the aforementioned plot or combination of separate lots, plots, parcels, acreage or portions thereof will be developed as a condominium.

WHEREAS, the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site (hereinafter referred to as the "Property").

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(Space Reserved for Clerk)

WHEREAS, the Owner recognizes and acknowledges that for the public health, welfare, safety or morals, the herein-described Property should not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use.

NOW THEREFORE, in consideration of the issuance of building permits for construction of certain improvements on the subject Property and for other good and valuable consideration, Owner hereby agrees to restrict the use of the subject property in the following manner:

1. For the purpose of building, zoning and other applicable codes and regulations said Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.
2. Notwithstanding anything contained herein, nothing shall prevent, limit, or restrict said Property from being developed as a condominium project and from the conveyance and mortgaging of individual condominium units in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes, as amended. As said Property shall be developed as a condominium, the condominium form of ownership and the mortgaging and sale of condominium units therein (as the resale of same) to third parties shall not be deemed a violation of this Unity of Title.
3. Notwithstanding anything herein the recordation of a mortgage or security agreement on any portion of the Property shall not be deemed to be in contravention of this Unity of Title.

Owner further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and may be recorded, at Owner's expense, in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, their heirs, successors, personal representatives and assigns and upon all mortgagees or lessees until such time as the same may be released in writing by the Town Manager of the Town of Bay Harbor Islands, Florida or their designee. Further provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW]**



(Space Reserved for Clerk)

In Witness Whereof, Owner has signed and sealed these presents the day and year first above written.

Witnesses:

DocuSigned by:

Yeidy Montesino

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Yeidy Montesino

Print Name of Witness

DocuSigned by:

Amanda Everett

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Amanda Everett

Print Name of Witness

BAY HARBOR ISLANDS PROPERTY OWNER II LLC,
a Delaware Limited Liability Company

DocuSigned by:

Ian Bruce Eichner

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By:

Ian Bruce Eichner, Manager
49 West 23rd Street, 4th floor
New York, New York 10010

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence ☐ or online notarization ☒ on this 3rd day of March, 2022, by Ian Bruce Eichner, as Manager of BAY HARBOR ISLANDS PROPERTY OWNER II LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or _____ produced _____ as identification.



Betty Llerena

Signed on 2022/03/03 07:08:39 -8:00

Betty Llerena

Notary Public, State of Florida

Page 4 of 5

(Space Reserved for Clerk)

Approved as to Legal Form and Correctness:

Greenspoon Marder LLP
By: Joseph Geler
Joseph Geler, Esq.
Town Attorney



(Space Reserved for Clerk)

Exhibit A

Folio Number 13-2227-001-0050

Lot 6, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Folio Number 13-2227-001-0060

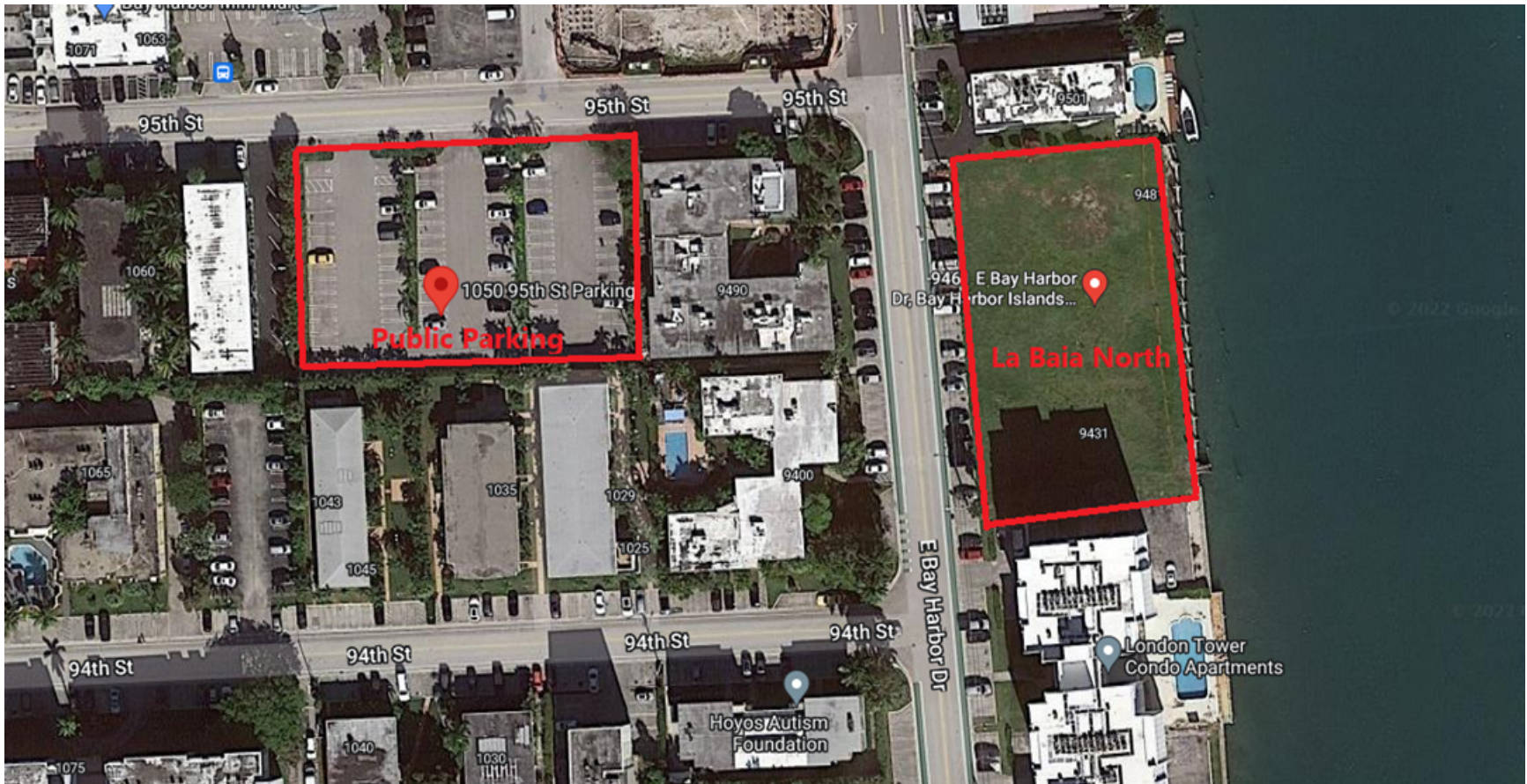
Lot 7, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Folio Number 13-2227-001-0070

Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

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U.S. Parking

Parking Management

June 15, 2022

To The Town of Bay Harbor Council Members:

U.S. Parking is a local company with over 40 years' experience in providing valet parking services to residential and commercial properties.

Currently we service sixty properties with over five hundred employees in the Miami-Dade area.

We have reviewed the attached Parking Layout Plan and based on our experience at several residential buildings in Miami we can confirm that it is a functional, viable plan.

Should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

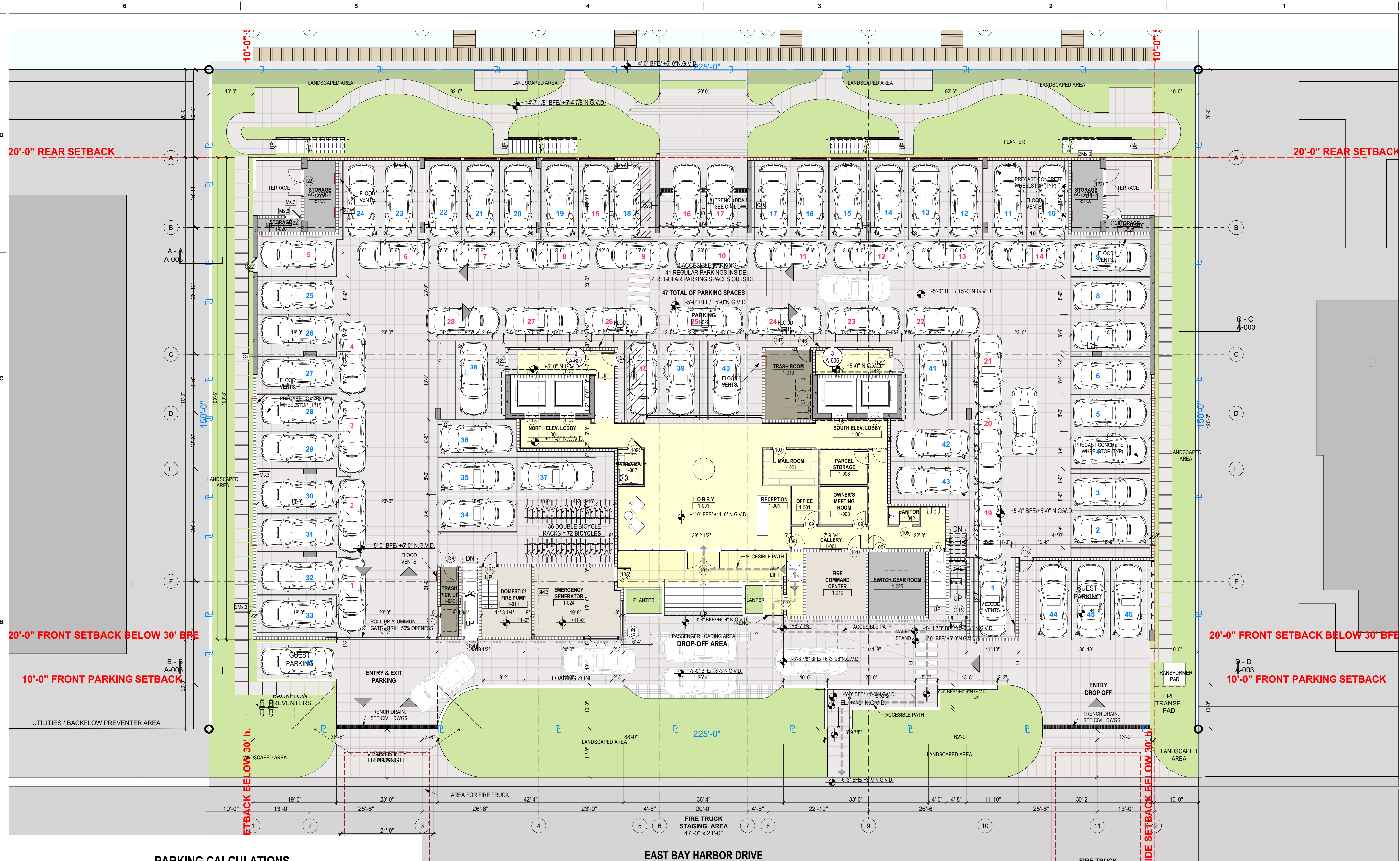


Arturo Evans
General Manager

Attachment: Parking Layout Royal House

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NOT FOR CONSTRUCTION



PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"

revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

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Project

LA BAJA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
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Consultant

Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
LOBBY LEVEL - FLOOR
PLAN

Sheet No.

A-601

TOWN OF BAL HARBOR ISLANDS
DESIGN REVIEW BOARD
Quasi-Judicial Public Hearing
June 7, 2022

Item #1

La Baia North

Board Members
(Present)

Steven Hurwitz, Chairman
Janet Adler
Alan Bebchick
Matthew Barnard
Jed Frankel
Steven Hurwitz
Wesley Kean

Town Attorney

Joseph Geller, Esq.

Applicant's Attorney

Matthew Amster, Esq.

1 CHAIRMAN HURWITZ: We'll take the
2 first item. Just housekeeping, if anybody
3 wants to speak on any item, please make
4 sure you fill out a piece of paper and
5 just bring it up so we kind of know who's
6 on deck for each of the items, so we can
7 be efficient.

8 TOWN ATTORNEY: And if they're
9 online.

10 CHAIRMAN HURWITZ: And if you're
11 online, hit the raise your hand button.

12 Okay. First item is request for
13 approval for a revision for a new
14 multifamily dwelling for "La Baia North"
15 (formerly Royal House) located at 9431-81
16 East Bay Harbor Drive, Lots 6 - 8 of Block
17 1. On December 18, 2012, the site
18 development plan approval was granted by
19 the Town's Planning and Zoning Board (now
20 DRB) for a 72-dwelling unit multiple
21 family complex. The project has received
22 several approval timeframe revisions over
23 the years through Town and State Code
24 allowances. The former Royal House site
25 at 9431-81 East Bay Harbor Drive was sold.

1 The new developer is planning to decrease
2 the dwelling units quantity from 72
3 dwelling units to 57. The proposed now
4 enlarged dwelling units range from 1,434
5 to 2,109 square feet of a/c plus
6 balconies. In October, the developer was
7 informed the previously approved
8 underground parking garage was not going
9 to get approved due to FEMA changes. Most
10 of the project parking was planned in
11 their underground parking garage. The
12 developer is seeking to delete the
13 underground parking garage and redesign
14 the grade level parking garage for onsite
15 parking. Also, valet parking is proposed,
16 which could allow them (attendants) to
17 park additional vehicles in drive isles
18 and achieve more onsite parking. The
19 remainder of the required parking is
20 proposed to be purchased through the Town
21 Parking Trust.

22 That's the longest introduction I've
23 ever read. Is the applicant here?

24 MR. AMSTER: Yes. Good evening.
25 Matt Amster with the law office of Bercow,

1 Radell, Fernandez, Larkin & Tapanes,
2 offices at 200 South Biscayne Boulevard,
3 in Miami, here today representing Bay
4 Harbor Islands Property Owner 2, LLC. And
5 I just want to emphasize, I think there's
6 -- at some point is listed as property
7 owner I, but this is actually property II.

8 With me from ownership is Allie
9 Eichner. We have our architect Luis
10 Revuelta from Revuelta Architect
11 International, assisted by Hernando Marin.
12 Corey Soffenright is our landscape
13 architect. We are assisted on this
14 project, and, you have a traffic study
15 from Juan Espinosa and Tim Plummer from
16 Plummer & Associates. And I'm assisted by
17 my colleague at the firm Maritza Haro.

18 This should sound familiar. Earlier
19 this year, we came before you for very
20 similar -- another project called Island
21 House. It's an older -- so this, like
22 that, is an older project approved and
23 still valid based on the prior owner.

24 Last year, this new owner came in,
25 purchased the property. And as any owner

1 would, took the opportunity to, you know,
2 determine the best use of a project that
3 has yet to be built, the market needs and
4 demands as well as the design of the
5 building itself and also had to take on a
6 very important issue that the other
7 project did as well. Have to address what
8 had been approved as an underground
9 parking that is not allowed for a solely
10 residential building. So those two main
11 purposes are really the reason for the
12 modification before you today.

13 And, again, like I said, it should
14 have a familiar ring. We did this for the
15 other project. Definitely becomes a more
16 resilient project, but it does have its
17 challenges to try to remove the parking
18 level. It's a great benefit that we're
19 able to reduce the unit count. So not
20 only does it make for larger units, but
21 reduces the parking that's needed for the
22 project, at the same time reducing that at
23 below subterranean level to make
24 everything at grade. They had to redesign
25 the ground level of the building almost

1 completely.

2 They've reoriented the lobby, but it
3 also emphasized the lobby as opposed to
4 what it used to be through the center of
5 the building was the drive. I'll before.
6 So now you have the lobby centrally
7 located, very transparent.

8 We still maintain a very transparent
9 breezeway through the buildings, which is
10 an item for you to review. And, with
11 that, again, the reduction in parking,
12 we're addressing like we did with the
13 other project through two things: Having
14 additional valet parking. All the parking
15 is going to be valet operated 24/7. And
16 then that will require us to go to the
17 Town Council for approval of payment for
18 some of the parking spaces through the
19 parking trust.

20 As with the other project, as
21 described in detail in our traffic study,
22 the project does not just provide valid
23 parking and then make a payment and said
24 we're done with it. No, they're
25 addressing parking in a very holistic

1 fashion. They have 72 bike racks. They
2 have shared vehicle. They have other
3 opportunities that they are addressing to,
4 again, make sure that their residence will
5 be able to use the valet parking that's
6 there in an efficient manner, not need
7 excessive amount of parking anywhere else.
8 They're going to keep all their parking
9 for their owners at the property, and
10 that's another important factor.

11 The original approval, which may also
12 explain the larger unit count was a
13 rental. This is now going to be a
14 condominium, so the owners know what
15 they're getting at when they're coming in
16 to buy. They know how many parking
17 spaces. And most of the units will get
18 one parking space, and be explained how
19 this system and the alternatives work.
20 And they have a lot of interest both since
21 they're there doing this for the other
22 project as well.

23 You know, this is sort of the new way
24 to look at development in the market and
25 meeting the demands and still providing a

1 beautiful project.

2 With that, I want to bring up Luis,
3 so we can bring up --

4 CHAIRMAN HURWITZ: Before you move
5 on from parking since -- you don't mind.

6 MR. AMSTER: Yeah.

7 CHAIRMAN HURWITZ: The total unit
8 count is?

9 MR. AMSTER: 57.

10 CHAIRMAN HURWITZ: So how many cars
11 are required?

12 MR. AMSTER: 114.

13 CHAIRMAN HURWITZ: And how many are
14 onsite?

15 MR. AMSTER: 75.

16 CHAIRMAN HURWITZ: And you said that
17 there are -- each unit is going to have
18 one spot, but it's still valet?

19 MR. AMSTER: Yes, it's going to be
20 valet, right? So it's not like they have
21 assigned --

22 CHAIRMAN HURWITZ: They have assigned
23 and right to park one car. That's what
24 the building can accommodate.

25 MR. AMSTER: Well, remember, there's

1 more than -- minimally, there's one space
2 for 57 units would be 57 parking units, so
3 we do have more than that, but
4 operationally that will be allotted as
5 they see fit.

6 CHAIRMAN HURWITZ: Okay. So each --
7 okay, got you.

8 BOARD MEMBER KEAN: But I think it's
9 important to point out it's 47 permitted
10 spaces, so you only achieve 57 with the
11 valet assist, correct?

12 MR. AMSTER: Correct.

13 BOARD MEMBER KEAN: And they're
14 depending on valet to be able to hit 100%
15 valet.

16 BOARD MEMBER FRANKEL: Follow-up
17 point to that, Mr. Amster. You said it's
18 going to be 100% valet. In Michael
19 Miller's report, he indicated the
20 developer is seeking approval for using a
21 valet service for some parking spaces. So
22 now you're saying it's all, not some.

23 MR. AMSTER: So to clarify that,
24 there are standard parking spaces. That's
25 the number that this gentleman was

1 referencing, right? You have an eight by
2 18 size parking space, but in our
3 arrangement, we'll get to a plan, if we
4 need to, I can go to it now, but I just
5 want to explain that in the drive isles,
6 there will be parking spaces that aren't
7 official from, like, a code required
8 dimensions, right? But some of the spaces
9 are creatively used, because the valets
10 will be able to access those drive isle
11 areas since they're the only ones
12 operating it. And those are the, quote,
13 valet additional spaces, so there's
14 basically defined parking spaces, and then
15 utilizing the areas that are available in
16 the driving areas to provide the
17 additional valet spaces and then
18 collectively that's all of our parking
19 spaces.

20 BOARD MEMBER FRANKEL: But there will
21 be no owners parking?

22 MR. AMSTER: No owners, so the
23 standard spaces and valet spaces are all
24 going to be operated and used by valet.
25 So anyone who comes to the building,

1 whether they're a guest or an owner, will
2 drive up the front. There's a drop-off
3 pick-up area. That's where they will
4 leave their car or pick-up their car from
5 the valet, and only the valet operators
6 are going into the parking level.

7 BOARD MEMBER BEBCHICK: If you go to
8 8601 that shows how they propose to
9 accommodate cars.

10 CHAIRMAN HURWITZ: I saw in the
11 report they're requesting it for some and
12 I'm hearing it's completely valet. It's
13 obviously a big, you know, difference, if
14 you have owners coming in and out at the
15 same time you have people trying to valet.

16 MR. AMSTER: That's not how it is. I
17 think it's just a definitional -- it's
18 using the word valet for two purposes, but
19 100%, every single parking space there
20 will be valet operated, so that there are
21 no owners or anyone from the public will
22 be parking in the garage itself. That's
23 all valet operated.

24 BOARD MEMBER BEBCHICK: Can you go to
25 8601 and walk us through how you propose

1 to make this operational, turn radiuses,
2 et cetera, flow of traffic.

3 CHAIRMAN HURWITZ: 8601 shows the 50
4 -- 57.

5 MR. AMSTER: So just to sort of
6 orient you. The bottom here is East Bay
7 Harbor Drive. So you come in on the right
8 and there's drop-off pick-up area at the
9 center of the building, that's where you
10 would drop-off the vehicle. The valet
11 operator then takes it to the left side,
12 right, that's the down entrance into the
13 parking level.

14 And as you can see, there's standard
15 parking spaces around the perimeter, but
16 then, like, perpendicular to those parking
17 spaces are the -- that's the, quote,
18 valet-only spaces, right? They can only
19 be managed by valet. We're not going to
20 tell others, as you well point out, you
21 know, from the public or even just owners
22 to park in those configurations, right?

23 This is how the valet system works.
24 This is the same thing that we did for the
25 other project that collectively now you

1 have the 75 spaces. And there are guest
2 spaces actually out at the front. If you
3 look at the bottom right-hand side,
4 there's three spaces coming in from that
5 driveway entrance and there's a fourth
6 space all the way at the left side, at the
7 front, just north of the ingress/egress
8 point to the north.

9 CHAIRMAN HURWITZ: So assuming that
10 all works, your valet program, your
11 numbers are -- you're required to have 114
12 total?

13 MR. AMSTER: Correct.

14 CHAIRMAN HURWITZ: Right?

15 MR. AMSTER: Yes.

16 CHAIRMAN HURWITZ: And you're gonna
17 provide --

18 MR. AMSTER: 75.

19 CHAIRMAN HURWITZ: -- 75, including
20 your creative parking with the valet
21 onsite?

22 MR. AMSTER: Correct.

23 CHAIRMAN HURWITZ: And the rest the
24 Town Code allows you --

25 MR. AMSTER: The Town has a parking

1 trust where you pay, so that's the
2 39-space difference. The tap --

3 BOARD MEMBER ADLER: I don't believe
4 the Town has 49 spaces for you to buy.

5 MR. AMSTER: So this is more of an
6 impact fee. We're not actually getting
7 parking spaces. We're paying an amount
8 that takes the place of providing an
9 actual required parking space. So if we
10 wanted to get further spaces from either a
11 surface lot or the parking garage, that's
12 a separately lease arrangement altogether,
13 but not required by the Zoning Code.

14 BOARD MEMBER BEBCHICK: 'Cause 8601
15 shows 46. Is there, like, a second level
16 or where -- how do you get from that to --

17 MR. AMSTER: No, that's -- so I
18 believe it's actually 47 official parking
19 spaces and then the other 28 are the ones
20 that are perpendicular.

21 BOARD MEMBER BEBCHICK: The red.

22 MR. AMSTER: Yes, the numbers, the
23 red number -- thank you. That's actually
24 a good number to look at it. The red
25 numbers are the creative additional

1 alternative parking arrangement that the
2 valets can operate.

3 The blue parking spaces are the
4 traditional like. You know, there's a
5 standard required parking dimensions,
6 those are the blue ones.

7 BOARD MEMBER BEBCHICK: So explain
8 like this, how is someone and to drive a
9 car, like, how are two cars -- how is one
10 car going to come out when a car is trying
11 to come in? How are they going to
12 coordinate traffic in a very narrow --

13 MR. AMSTER: Well, first of all,
14 traffic is sort of -- it's managed, you
15 know, by the valet operators, of which,
16 you know, they'll make sure to have
17 multiple runners there when needed, right,
18 for peak times. Again, this is going to
19 be a condominium, so they'll be -- you
20 know, once the people are in there, it
21 will be understood, I think, and it will
22 have a sense of who's going to be there
23 for how long and where they can then store
24 the vehicles, so they will basically have,
25 you know, a little operational learning

1 curve, but then they'll be able to
2 determine, you know, where to place the
3 cars in order to, you know, be able to
4 maneuver them in and out with the best
5 efficiency.

6 BOARD MEMBER BEBCHICK: To me, like
7 looking at 8601 looks like -- I don't see
8 with a learning curve how this could be
9 manageable.

10 Do you try reducing the amount of
11 units so that parking can accommodate --
12 like if you have the amount of parking for
13 whatever many units?

14 MR. AMSTER: Well, that's already
15 been addressed with their reduction from
16 the original 72 down to the 57. And then,
17 you know, it wasn't -- it was a means of
18 utilizing, you know, a traffic expert,
19 David Plummer & Associates have been at
20 this to help guide how many parking
21 spaces, how to arrange them. They've done
22 things like, you know, you were asking
23 about, sort of operationally have the
24 right space.

25 You can see that there's a bit more

1 space, but there's not --

2 BOARD MEMBER BEBCHICK: Where I'm
3 coming from, this was approved originally,
4 like, 10 years ago. So why --

5 MR. AMSTER: So that was approved --

6 BOARD MEMBER BEBCHICK: Why do we
7 need you look at it initially and how is
8 this going to work when someone perhaps
9 has a blank canvass, okay, let's figure
10 out how to make this work.

11 MR. AMSTER: Okay. So the approval
12 that's still valid from years ago,
13 unfortunately was approved in a way that
14 doesn't meet today's code with the
15 underground parking. You could have it
16 for a commercial building, a mixed-use
17 building, which is not permitted in this
18 residential district.

19 So they have a valid approval that
20 unfortunately they cannot build, because
21 of FEMA Florida Building Code regulations.
22 And that's the situation.

23 TOWN ATTORNEY: I'm sorry to
24 interrupt the answer. I apologize for
25 that, Mr. Chair.

1 I just wanted to backup just for a
2 moment not to interrupt Mr. Bebchick. To
3 the point that Council Member Adler
4 raised, just from the Town's point of
5 view, questions about the parking trust
6 and whether they correspond to actual
7 spaces that are being given somewhere.

8 And just to put on the record, as was
9 discussed when the Council previously
10 discussed the parking trust for the other
11 project, the parking trust monies will be
12 utilized in part, according to the
13 council's intention, to build additional
14 parking facilities like garages in the
15 Town that will help to otherwise ease the
16 Town's parking problems. That's why there
17 is a parking trust and that's the purpose
18 of collecting it, so it's not -- they
19 don't get the right to any spaces that the
20 Town has by contributing, but the reason
21 from the Town's standpoint is simply to
22 collect the money and to be able to use it
23 as it's intended by the council to build
24 an additional garage, or garages or lots
25 to generally help the Town with its

1 parking needs.

2 So I just wanted to hope that that
3 would --

4 CHAIRMAN HURWITZ: Is the -- thank
5 you very much. So the parking impact, is
6 that you're required -- they're required
7 to have a certain number of spaces onsite,
8 so the numbers are 57 times two is 114.
9 The Town basically allows them to do 75
10 onsite, including creative parking with
11 the valet, very creative, whether we think
12 that works or not. And then the Town they
13 would pay in 39 spaces into the Town
14 hypothetically. What happens, they
15 collect that money. Over time, they
16 decide, oh, we've collected such and such
17 amount of money from this and various
18 other projects, now we're funded enough to
19 identify a site and build a garage in
20 between that street and this street, not
21 correlated necessarily for this project,
22 but for the betterment of the Town if
23 parking is needed.

24 TOWN ATTORNEY: And I just wanted
25 that on the record. I apologize for

1 interrupting Mr. Bebchick's inquiry. It's
2 not related to your line of questions at
3 all.

4 CHAIRMAN HURWITZ: Joe, the 39 spaces
5 that they buy from the Town, is that of
6 right, or do they have to go to the Town
7 Council to ask for permission?

8 TOWN ATTORNEY: If you approve the
9 site plan, and my comment is not intended
10 to comment on your operational questions,
11 but if this board approves the site plan,
12 the council must still approve the
13 alternate parking arrangements themselves
14 and the payment into the parking trust, so
15 the parking trust is not of right, to
16 answer your question.

17 It is a council decision to accept
18 parking trust arrangements and the very
19 alternative methods that you're talking
20 about will be considered by the council.

21 CHAIRMAN HURWITZ: And does the
22 council review these sets of plans, and
23 the parking study and the parking flow to
24 decide? 'Cause, again, this Board is,
25 yes, everything here is subject for

1 discussion. I'm just trying to identify
2 for our and for everyone's help, the
3 Design Review Board is looking at the
4 design of the building.

5 TOWN ATTORNEY: Yes.

6 CHAIRMAN HURWITZ: We're poking
7 around about a bunch of things. The
8 specific parking issue, though, goes to
9 the Town Council.

10 TOWN ATTORNEY: Yes.

11 CHAIRMAN HURWITZ: They review those
12 plans. They decide whether or not -- in
13 their wisdom, whether or not this parking
14 works and whether or not they're going to
15 allow them to proceed even with our
16 approval by buying the additional spaces
17 from the parking trust.

18 TOWN ATTORNEY: That's correct, they
19 have two decisions the Town Council makes.
20 One is the parking trust itself, whether
21 they can buy in, but also the specifics of
22 the alternative parking arrangements are a
23 matter for the Town Council. That's not
24 to say that you can't evaluate all the
25 factors that you want to look at in

1 deciding whether to approve the site plan.
2 It is to say, though, that your decision
3 is the site plan and the alternative
4 parking arrangements specifically
5 themselves are (inaudible).

6 CHAIRMAN HURWITZ: And the 39 from
7 the Town, is that a capped percentage?

8 TOWN ATTORNEY: I think there is a
9 math. I'm not sure that the 39 is the
10 absolute best.

11 CHAIRMAN HURWITZ: Would you suggest
12 that there was a certain percent?.

13 MR. AMSTER: So the Code, for asking
14 for payment into the parking trust, you
15 have to provide at least 40% of your
16 required parking on the property.

17 TOWN ATTORNEY: That's correct.

18 CHAIRMAN HURWITZ: So is your -- do
19 the math, is your 75 40%.

20 MR. AMSTER: It's much more.

21 CHAIRMAN HURWITZ: Right, your 75 is
22 more. It's closer to --

23 MR. AMSTER: 60 --

24 BOARD MEMBER KEAN: But it is only
25 with the valet. So 47 comes short of the

1 40%.

2 CHAIRMAN HURWITZ: Right. So the
3 Town would have to --

4 BOARD MEMBER ADLER: (Inaudible).

5 CHAIRMAN HURWITZ: I assume the math
6 is there. I just didn't know what it was.

7 BOARD MEMBER KEAN: Okay. I got you.

8 TOWN ATTORNEY: I just wanted to be
9 clear on that. So if you have any further
10 question on that as you go forward, I'm
11 happy to answer it.

12 BOARD MEMBER BEBCHICK: Has it not
13 reviewed the similar arrangement that was
14 approved two meetings ago for the other
15 project? Has the Town reviewed it or what
16 has been --

17 TOWN ATTORNEY: The Town has reviewed
18 what they had proposed which, you know,
19 I'm not breaking tremendous ground here to
20 tell you it's very similar to what they're
21 proposing tonight, and it's substantially
22 the same. And the Town Council approved
23 the parking trust payment and the Town
24 Council approved the alternative parking
25 arrangements that were suggested, so they

1 accepted the Board's recommendation of
2 approving the site plan, to the extent
3 they don't directly review the site plan
4 itself, but to the extent that it spoke to
5 the use of alternative parking
6 arrangements as well as the purchase the
7 Town Council did approve those two.

8 BOARD MEMBER KEAN: Is the Council
9 aware of the new role of this board in
10 terms of design only? I've always been
11 concerned that there's sort of, like, a
12 trap where the council says, oh, the
13 planning and zoning board looked at this,
14 so if they've got their approval, we're
15 good with it. And then we're being
16 directed don't comment on parking, because
17 we're limited to aesthetic review.

18 BOARD MEMBER BEBCHICK: It's still
19 part of the site plan. No one is saying
20 no comment on parking. To me, to try to
21 expedite, the last I did not approve the
22 way it was presented on the other, not
23 because -- like this is a beautiful
24 project. The other one is great. It's
25 just a shame that you're trying to limit

1 with these types of arrangement that I
2 think can lead to the Town and I'm not
3 comfortable -- I mean, I didn't approve it
4 then. I'm not comfortable approving
5 something that's going to go, like, speed
6 light and then in three years, these two
7 buildings are going to have a lot of
8 headaches. That's my stand on this
9 project.

10 TOWN ATTORNEY: But to answer your
11 question directly, first of all, I do
12 agree that to say that you can't comment
13 at all on parking is not accurate. You're
14 not -- the decision maker on the
15 alternative parking arrangements, but to
16 the extent that you review things for site
17 plan approval, you're permitted to look at
18 what is appropriate for site plan.

19 So I wouldn't say that you can't
20 comment on it. There is a distinction
21 between being the ultimate approval of the
22 alternative parking arrangements, which is
23 the council, and your look at the site
24 plan.

25 As far as the other part, though,

1 this is not just aware. I mean, there was
2 some robust debate when this was adopted
3 as Design Review Board instead of a
4 Planning and Zoning Board. Among the
5 Council is to exactly what the
6 jurisdiction would be and whether to
7 continue with the Design Review Board in
8 view of changes in the state law that
9 limited the ability of planning and zoning
10 boards basically or similar boards to
11 weigh in on certain kinds of development.

12 And so the council had a pretty
13 robust debate and concluded that what they
14 came up with, which is a somewhat more
15 limited role for what this board can look
16 at than what previously existed was
17 appropriate, so to -- I think I'm pretty
18 confident in saying that they understood
19 that an approval from this board is
20 somewhat limited and they understand I
21 think -- I think clearly that alternative
22 parking arrangements still have to be
23 reviewed and approved by them along with
24 parking trust. Does that answer you
25 directly?

1 BOARD MEMBER KEAN: Yeah, I think I
2 understand.

3 TOWN ATTORNEY: Okay.

4 BOARD MEMBER KEAN: Are lifts
5 considered alternative parking
6 arrangements that would have to be
7 approved by Council?

8 TOWN ATTORNEY: I believe the answer
9 is yes. And the applicant may have -- or
10 Mr. Miller. Mr. Miller is shaking his
11 head no, and I never disagree with Mr.
12 Miller.

13 BOARD MEMBER KEAN: Sorry?

14 CHAIRMAN HURWITZ: Like when we
15 approve a project -- when we approve a
16 site plan that includes lifts, it goes no
17 further. So you're approving the site
18 plan. You can say no on the totality of
19 the site plan if you don't like anything
20 in there. That includes lifts.

21 Here, if we have concerns about that,
22 we're not the last line of defense, if you
23 will. This has to go to the council,
24 because they have to approve the buying of
25 the spaces from the trust that includes

1 them reviewing that section of this site
2 plan, the parking, the alternative use.

3 So, no, the lifts, while it's an
4 alternative use or solution is part of a
5 site plan that we review and approve all
6 the time and it doesn't go any further.
7 This is going further.

8 If we approve this project tonight,
9 it has to go to them, for them to look at
10 that page and say that works, it doesn't
11 work and we think that this is consistent
12 with buying from the trust and that kind
13 of thing.

14 TOWN ATTORNEY: Again, they have two
15 provinces that are there. One is buying
16 into the trust and the financial
17 arrangements, but, secondarily,
18 specifically, alternative parking
19 arrangements have to be approved by them
20 as far as the specifics of where lifts.

21 CHAIRMAN HURWITZ: So lifts are not
22 alternative parking arrangements. They're
23 parking spaces provided for within the
24 code.

25 This is actually us approving the

1 site plan, perhaps, and it has to go to
2 them, because they have to say our code
3 does not allow you to park 47 cars in the
4 alley, so this is an exception.

5 UNIDENTIFIED BOARD MEMBER: To staff,
6 I guess, is there some sort of future land
7 use map with real estate earmarked for
8 things like parking spaces or municipal or
9 is it this money just sort of --

10 STAFF: If I can just add, the
11 attorney for the applicant already tried
12 to explain it. The attorney for the
13 applicant stated this is more of an impact
14 fee. There's no actual spaces that are
15 assigned to this project. There's an
16 entire code section that maybe for the
17 benefit of the group, you can go in and
18 read. It's section 23-29.1 that talks
19 about the parking trust. The applicant
20 would actually have to present an
21 application to the Town Council. There's
22 criteria on that application that the
23 applicant would have to convince the Town
24 Council that they are meeting those
25 requirements and how they're mitigating

1 the parking. So it doesn't mean after you
2 approve this, it's a go. It may or may
3 not be approved by the Town Council. If
4 they're asking -- I mean, they can ask for
5 60 parking spaces. The Town Council may
6 decide they only want to give them 50 and
7 they might be coming back here to the
8 planning and zoning board or the DRB.

9 As far as the real estate that's
10 earmarked right now, the Town is looking
11 about building a parking garage right next
12 door here.

13 UNIDENTIFIED BOARD MEMBER: Across
14 the street?

15 STAFF: Yes, but if you read the
16 section of the code, what it says payment
17 made to the parking trust should be used
18 to improve and/or expand existing or
19 proposed Town-owned on and off-street
20 parking facility and to secure other sites
21 where additional parking may be
22 established for the public.

23 So this money is not only to build a
24 new parking garage. It could be used to
25 resurface an existing parking garage. It

1 could be used to provide lighting. It's
2 an impact fee.

3 BOARD MEMBER FRANKEL: We have to
4 make that clear, because there might be
5 members of us on this board that, you
6 know, assume that this money goes into,
7 you know, exchange for spots. It's not
8 actually.

9 TOWN ATTORNEY: It's clearly it does
10 not entitle them to one space, but to
11 further answer your question, the Town has
12 retained consulting engineers to provide
13 it with a study about the possibility of a
14 specific garage. That doesn't mean that
15 specific garage is going to go forward and
16 the Town, you know, the council could
17 change its mind, but there is a specific
18 proposal that's out there where engineers
19 are looking at providing additional
20 parking facilities for the benefit of the
21 Town, not for the benefit of this project.
22 It's just for the Town itself and the
23 council makes that decision.

24 But Mr. Mesa is correct in citing the
25 provision. I mean, parking trust funds

1 can only be used for the purposes that are
2 permitted under the Code. And the reason
3 why that exists is, because that is a
4 mechanism for the Town to be able to
5 address its overall parking needs. It's
6 not for the benefit of this building
7 anymore than anybody who contributes to
8 the trust fund gets any specific benefit.
9 It's just a way of assisting the Town with
10 its parking needs.

11 So to go back to what the Chair said,
12 it's -- you can look at what you want to
13 look at in deciding where you are on site
14 plan, but the specifics of the alternative
15 parking arrangements, particularly what
16 the alternative that's being particularly
17 proposed here is these creative valet-only
18 type spaces. That's a Town Council issue.
19 I hope that clarifies it. If there's
20 another question --

21 CHAIRMAN HURWITZ: No, we're good.

22 Mike, are there other items in here
23 that are sort of requiring board approval?
24 Is there a breezeway requirement on this
25 project?

1 MR. MILLER: There is. There's a
2 requirement (Inaudible).

3 BOARD MEMBER FRANKEL: Before we move
4 on, I have some questions about the
5 parking.

6 TOWN ATTORNEY: One second, and I'm
7 sorry for interrupting. At some point,
8 Chair, I mean, we kind of jumped in and
9 it's certainly the prerogative of members
10 to start asking questions, but you may
11 wish to at least get the staff report
12 entered into evidence from our staff,
13 particularly our planning consultant,
14 before you kind of get into all of that,
15 because that is evidence, which you are to
16 consider. It's evidence that is, you
17 know, part of the record before you.

18 CHAIRMAN HURWITZ: Gotcha.

19 TOWN ATTORNEY: And sort of
20 getting --

21 CHAIRMAN HURWITZ: Got it.

22 TOWN ATTORNEY: -- it into the
23 record, it may be advisable.

24 CHAIRMAN HURWITZ: Sounds good.

25 Jed, why don't you finish up your

1 question. Then Michael can answer.

2 BOARD MEMBER FRANKEL: My first
3 question to staff, how many other
4 properties are out there that have this
5 situation with the FEMA and not being able
6 to build what was approved previously?

7 CHAIRMAN HURWITZ: Mike, do you have
8 the number? Do you have the number?

9 BOARD MEMBER FRANKEL: Of the
10 remaining properties that may have this
11 issue.

12 MR. MILLER: Michael Miller, for the
13 record, Town planner.

14 I don't know that there's an exact
15 number. You got to appreciate the gravity
16 of what has occurred with this change to
17 the FEMA and the Florida Building Code
18 that now what was advisory when this
19 project was approved for underground
20 parking from FEMA that only related to
21 insurance now in the Florida Building
22 Code.

23 TOWN ATTORNEY: And I'm going to
24 interrupt for one second, because I just
25 want to make clear to everyone that I'm

1 gonna ask Mr. Miller to couch his answer
2 in terms which are not likely to indicate
3 liability that might exist disputed ly on
4 the part of the Town. So in your answer,
5 please, be careful, Mr. Miller.

6 CHAIRMAN HURWITZ: Can I interrupt
7 you before you get there? I'm sorry, just
8 to simplify. This project was previously
9 approved. It's not approved now.

10 UNIDENTIFIED BOARD MEMBER: It is
11 approved now.

12 CHAIRMAN HURWITZ: What's approved?

13 MR. MILLER: What's approved is a
14 72-unit multifamily project with an
15 underground parking garage.

16 BOARD MEMBER KEAN: But it's
17 aesthetically different.

18 CHAIRMAN HURWITZ: I'm saying they're
19 coming back, because they're not allowed
20 to do the underground parking anymore.

21 MR. MILLER: Right, the project that
22 was approved in 2013 had a full
23 underground garage, which a few projects
24 did at that time. Not a bunch, but a few.

25 CHAIRMAN HURWITZ: But they're no

1 longer allowed to do that.

2 MR. MILLER: Correct. So they're in
3 kind of a catch 22. Again, I'm being
4 sensitive to the litigation thing, but
5 the--

6 TOWN ATTORNEY: Possible litigation.

7 CHAIRMAN HURWITZ: But it's
8 litigation with the Town or the State of
9 Florida, who said you can't do this
10 anymore?

11 TOWN ATTORNEY: FEMA, which is, of
12 course, federal, gets to pass its
13 regulations as it sees fit. I don't want
14 to suggest that the Town has liability,
15 because I would, of course, vigorously
16 dispute that, as that is what I'm engaged
17 by the Town to do, but having said that,
18 this is certainly a situation that was not
19 created by the applicant, which holds a
20 valid approval from the Town. It is --
21 it's a situation.

22 CHAIRMAN HURWITZ: The approval from
23 2012 is still valid because it was --

24 TOWN ATTORNEY: The approval --

25 CHAIRMAN HURWITZ: -- correctly

1 extended.

2 TOWN ATTORNEY: From the Town, there
3 is a regulation -- I mean, I suppose the
4 Town could dispute FEMA and say it does
5 not correctly apply its regulation in
6 regard to this situation. I don't want to
7 foreclose that possibility or the idea
8 that we can dispute the State of Florida
9 in terms of the Florida Building Code, so
10 I certainly don't want to concede that
11 there's liability involved.

12 CHAIRMAN HURWITZ: I guess what I was
13 trying to understand more simply, getting
14 away from the legal issues that we're not
15 involved in, but as far as the review by
16 the board today, this isn't -- this is or
17 is not a project that's approved by this
18 board?

19 TOWN ATTORNEY: There's an approval
20 by this board for a project. The
21 applicant is coming before you, as many
22 do, seeking to get approval for a revised
23 site plan, and that is submitted to you to
24 review if the revised site plan is okay.

25 BOARD MEMBER FRANKEL: Yes, this is a

1 site plan approval that has been legally
2 extended.

3 Are all of the aesthetics of the
4 building the same?

5 MR. MILLER: No, there are some
6 changes that were pointed out in our staff
7 report and I'm sure they're going to go
8 (inaudible).

9 CHAIRMAN HURWITZ: Do we have a
10 number of other similar projects,
11 properties? We're talking five, 10, 20?

12 TOWN ATTORNEY: I apologize, but
13 you're here to review an application
14 that's proposed to you. And if it's not
15 tremendously important to your
16 determination of that, I'm not sure that I
17 would be entirely comfortable with having
18 a bunch of other projects brought into the
19 conversation.

20 CHAIRMAN HURWITZ: It was just a
21 matter of interest, personal interest.
22 Getting back --

23 TOWN ATTORNEY: I'm talk to you
24 after.

25 MR. MILLER: I'll respond. It's a

1 very small family of the similar projects
2 that have these underground garages. Most
3 -- all new projects since this was figured
4 out just a few years ago and the Florida
5 Building Code was changed have at grade or
6 above parking garages.

7 BOARD MEMBER BEBCHICK: My question
8 is, if new projects build from the ground
9 up and figured out how to present a plan
10 that accommodates that way, couldn't they
11 do the same if it's a new site plan
12 approval, why do we need to --

13 MR. MILLER: With this project?

14 BOARD MEMBER BEBCHICK: Yes.

15 CHAIRMAN HURWITZ: I think that's --

16 BOARD MEMBER BEBCHICK: (Inaudible)
17 FEMA.

18 CHAIRMAN HURWITZ: I agree with you
19 and I think that's what my thought was
20 let's just keep it simple. We're
21 reviewing this project. Let's not get
22 caught up in those issues, which we don't
23 need to be a part of.

24 I think that's the question. I think
25 that's maybe what Jed was asking, too,

1 just from a general question, like you
2 said, this project or any project could
3 come tomorrow and apply for approval of
4 something that looked as lovely as this
5 building and have the same parking
6 creative application.

7 STAFF: That is 100% correct.

8 CHAIRMAN HURWITZ: So I think that's
9 what this --

10 STAFF: As long as the --

11 CHAIRMAN HURWITZ: -- board is
12 feeling the pressure of, are we creating a
13 precedence by which we are saying --

14 STAFF: No, this has been done in the
15 past, even before these two properties.
16 And any applicant that provides at least
17 40% of the parking can do that and have
18 the right to --

19 CHAIRMAN HURWITZ: Although I'm not
20 sure however many years I've been doing
21 this, I'm not sure how many projects we've
22 seen that actually bought spaces.

23 MR. MILLER: No residential projects.

24 CHAIRMAN HURWITZ: No multifamily
25 residential projects that we've seen have

1 ever bought money (sic) from the trust?

2 MR. MILLER: Only three instances
3 prior to.

4 CHAIRMAN HURWITZ: And why is that?

5 MR. MILLER: We strongly encourage
6 that you put all your parking on your own
7 property. We would love for that to occur
8 here, as we did with Island House. We're
9 just kind of in the situation as the
10 attorney mentioned that the laws changed
11 during the period that the project was
12 originally approved.

13 CHAIRMAN HURWITZ: Right.

14 MR. MILLER: And then the rules
15 changed.

16 CHAIRMAN HURWITZ: If this did not
17 get approved tonight -- I'm not suggesting
18 it's not. If it didn't get approved
19 tonight, where does it go?

20 MR. MILLER: It is scheduled for the
21 Thursday council meeting this week to
22 receive your recommendation and to act on
23 the parking trust application.

24 CHAIRMAN HURWITZ: And if the board
25 was not comfortable with the site plan for

1 any reason and did not vote to approve it,
2 it will still go to the council?

3 TOWN ATTORNEY: There's an appeal
4 process for it to go to the council about
5 your recommendation.

6 BOARD MEMBER KEAN: But not Thursday.

7 TOWN ATTORNEY: Probably not for this
8 Thursday. Having said that, let me just
9 say also in reference to what Chair
10 Hurwitz was saying, that the council has
11 an interest, as it's expressed, although
12 there may not have been a lot of people
13 who used the parking trust opportunity
14 previously, one of the reasons to be fair
15 is that it's expensive and it costs a lot
16 of money to utilize that. I mean, we're
17 talking 39 spaces, it's 20, right?

18 STAFF: \$20,000, \$780,000, yes.

19 TOWN ATTORNEY: You know, in excess
20 of three quarters of a million dollars,
21 that the applicant is requesting to be
22 able to pay to the Town while they're
23 moving from 72 to -- Mr. Amster, what is
24 it, 50 --

25 MR. AMSTER: 57.

1 TOWN ATTORNEY: They're having
2 15 units less that they can sell, and
3 they're offering to pay the Town in excess
4 of three quarters of a million dollars
5 towards our parking.

6 So I don't want it to sound like the
7 reason this hasn't occurred is because --
8 many times it's because the Town is
9 adverse to what's happening. It's most
10 people, they're, A, usually asking for
11 more units, not less, and, B, it's an
12 expensive option to pursue. And this
13 particular applicant is asking to pay the
14 Town money, so I just don't want there to
15 be the inference there's something wrong
16 with it, because it hasn't been utilized
17 much. Most people just don't want to pay
18 that money.

19 BOARD MEMBER KEAN: Can Michael go
20 through his staff recommendation?

21 CHAIRMAN HURWITZ: Yes.

22 TOWN ATTORNEY: That would be great.

23 BOARD MEMBER FRANKEL: Before he does
24 that, let me finish hopefully this
25 parking. I am confining my review to the

1 site plan and the parking and I think Alan
2 brought out some very important points.
3 We spend a lot of time as DRB looking at
4 parking in this specific area with the
5 talk better office building, with that new
6 multi mid-rise condominium and the church
7 by the sea. And obviously we had a lot of
8 concern about traffic, the school, things
9 like that.

10 I do want to point out some errors I
11 think in the site plan revision that was
12 just submitted. They still have the Ocean
13 Cadillac building there, and where that
14 new mid-rise condominium is next to the
15 Tauber office building, they have
16 something that was there before. So this
17 is obviously -- there's some issues with
18 that, and I still have concerns,
19 especially with the queuing up of the cars
20 onto East Bay Harbor Drive and we looked
21 at that again with these other projects
22 and I'm concerned, frankly, about the site
23 plan and the parking.

24 CHAIRMAN HURWITZ: The total, the
25 total spaces, though, there was a traffic

1 study as well?

2 MR. MILLER: Yes.

3 CHAIRMAN HURWITZ: Okay. So our
4 concern is usually about safety impact on
5 the roads. That's all been addressed in a
6 parking -- in a traffic study with regard
7 to the impact on level of service and the
8 school and all that sort of stuff. Just
9 trying --

10 UNIDENTIFIED BOARD MEMBER: I mean,
11 that may be based on, for all we know,
12 Ocean Cadillac as opposed to Church by the
13 Sea.

14 CHAIRMAN HURWITZ: When was the
15 traffic study updated? Okay. Yeah.

16 MR. AMSTER: There's a formal traffic
17 statement and parking valet analysis in
18 with your packets.

19 CHAIRMAN HURWITZ: And that's based
20 upon all the things that Jed mentioned
21 that were not --

22 MR. AMSTER: There was a very
23 thorough traffic study done for the
24 original approval. And, remember, this
25 has a significant decrease, right, there's

1 15 fewer units.

2 CHAIRMAN HURWITZ: Sorry to
3 interrupt, Matt. The traffic study
4 specifically to his question, which was
5 very accurate at the time of the original
6 approval in 2012, was it I think the
7 applicant had suggested that it's been
8 updated for the current level of service
9 and projects in the Town today; is that
10 correct?

11 BOARD MEMBER ADLER: (Inaudible).

12 BOARD MEMBER FRANKEL: Church by the
13 Sea isn't operating now, but obviously
14 once they're opened, you're going to have
15 a larger number of vehicles than you do
16 now at that construction site.

17 CHAIRMAN HURWITZ: I'm not expressing
18 an opinion. I'm just trying help, like,
19 answer your question, because the pictures
20 that you're seeing I think are not
21 including certain projects, so it's a
22 great question.

23 I'm just saying that I think the
24 applicant confirmed that the most recent
25 traffic study, which was just done,

1 includes the projects that you were
2 concerned about just relative to knowing
3 that it was considered in the traffic
4 study. That's all.

5 MR. AMSTER: I see you're looking at
6 the photos. I apologize we didn't update
7 our photo sheet from the past, but all
8 other, the removal of the parking levels,
9 you know, we're doing everything to meet
10 the, you know, today's requirements,
11 today's conditions. And anytime any other
12 project has come in since this one was
13 approved, they had to treat that as if
14 that was future project of 72 units when
15 they did their traffic study.

16 So everything is cumulative
17 throughout the Town. So new projects that
18 have come in always had to take into
19 account what this one was as approval and
20 now we're here today with that being a
21 reduced unit count for our project. So
22 that's where the traffic study has been
23 vetted and that's for 57 units now today
24 will not have a negative impact.

25 CHAIRMAN HURWITZ: I have a feeling

1 we're going to be talking about parking
2 again. Can we jump into Michael Miller's
3 and let him go through the study or his
4 report. I think we're looking for any
5 sort of irregularities or things that are
6 being asked for that are noncompliant, but
7 we're requesting discretion. I think it's
8 a lengthy report, so I don't need you to
9 read the whole thing, but --

10 MR. MILLER: So my report is dated
11 May 31, 2022. That's addressed to the
12 Design Review Board from my office, and
13 it's fairly comprehensive. I think
14 there's 10 pages or so. And attached to
15 the back of the report is a list of the
16 changes that are on the plans that were
17 provided by the project architect. So
18 rather than in my staff trying to recite
19 every little change, the architect
20 provided this lengthy list of over 17, 18,
21 whatever it is, changes that were
22 described on that.

23 When I -- you know, again, you know,
24 the process was this project was approved
25 in 2013. The Code requires that within

1 18 months someone must file a building
2 permit application. The Covid got in the
3 way, every time there's a hurricane, the
4 governor signs an order, so there were a
5 number of extensions that they took
6 advantage of to keep the project alive.

7 In 2016, I think it was, or '17, they
8 actually filed a set of building permits,
9 so that's the key that vested, if you
10 will. They performed by submitting the
11 building permit application. It's been
12 basically sitting in the Building
13 Department. There's been occasional
14 reviews, but they've physically filed a
15 big huge set of building plans, so that is
16 what's kept it alive and they've done
17 enough with the Building Department to
18 keep it alive all this time.

19 Now, like was described, they are --
20 there's a new owner. They're switching
21 from apartments, if you will, to condos.
22 They're downsizing the dwelling units and
23 then we have to deal with this underground
24 parking issue.

25 So when this all occurred in the last

1 basically six months now, you know, with
2 the staff, met with them and talked to
3 them about the two projects, the Island
4 House and Royal House here, La Baia south
5 and north, and went through a number of
6 scenarios and that's what we dealt with on
7 the first project a few months ago with
8 Island House, La Baia as it's known now
9 and then moving to the second project.

10 So it's kind of like the summary of
11 the past and how we got to where we are.
12 Without going through the lengthy staff
13 report, I go, you know, item by item
14 talking about the history of the project,
15 the base density, the TDRs, which they
16 contracted to buy a certain number of
17 TDRs.

18 This single project has secured or
19 held up 46 of our TDR units out of our
20 bank account for all these years. It's
21 the only project that didn't get any
22 private TDRs. They only have an agreement
23 with us. It was one of the early
24 agreements. So by reducing the density,
25 we -- they will not buy 46, but buy what

1 they need between the base units and that,
2 so that's a benefit to the Town.

3 BOARD MEMBER KEAN: Which is a net of
4 how many TDRs?

5 MR. MILLER: Well, 15, because it's a
6 decrease of 15 units.

7 CHAIRMAN HURWITZ: And, Michael,
8 you're saying those have not been
9 purchased as of today?

10 MR. MILLER: The way TDRs have been
11 handled in our Town when I wrote all the
12 comprehensive plan, and I wrote all the
13 regulations to create the system and put
14 it into place, one of the early
15 applicants, and this is one of the early
16 applicants that took advantage of some of
17 these TDR units, the contracts that we use
18 today are nothing like they were back
19 then. Typically, the applicant provided a
20 contract, you know, the council discussed
21 it and agreed on it. We now have a
22 standard form Town agreement that's our
23 agreement basically that you have to
24 comply with.

25 This particular agreement, you know,

1 my office is not party to this. It's, you
2 know, once it leaves you guys, it goes to
3 the council and they decide, you know,
4 whether they agree to sell or not, but
5 they -- you know, now it says that you put
6 a deposit down, a substantial deposit and
7 you have to perform within X amount of
8 time or you lose that money. You lose
9 your deposit. This project put down
10 \$10,000 in 2013. It's the \$10,000 is
11 still sitting in an escrow account at a
12 law firm.

13 CHAIRMAN HURWITZ: Was the price of
14 the TDRs set at the time?

15 MR. MILLER: It was \$30,000. Now
16 it's \$75,000. So there's a whole bunch of
17 stuff in the background.

18 CHAIRMAN HURWITZ: It sounds like a
19 good investment.

20 MR. MILLER: So the -- so that's the
21 first part of this talking about the
22 decrease in the unit that changes in that.

23 The site layout changed somewhat,
24 because the old project had two driveway
25 entrances and two garage: One went to the

1 grade level, one went down into the garage
2 below. So obviously the one that went
3 down below is no longer there. So at the
4 south end of the property, the -- it's
5 only to the lobby drop-off. There's a few
6 guest spaces there that are available only
7 on the outside that does not go into the
8 garage.

9 CHAIRMAN HURWITZ: But the first, the
10 original one had sub, and then also --

11 MR. MILLER: The first one --

12 CHAIRMAN HURWITZ: -- upper level?

13 MR. MILLER: -- had two main
14 driveways: One went to the grade level
15 parking. The other one down.

16 CHAIRMAN HURWITZ: Okay.

17 MR. MILLER: So there is a change to
18 the -- obviously that, because the garage
19 is gone, so the only entrance into the
20 garage is on the north side. And it's
21 two-way, which I'm explaining. The
22 regular spaces and the proposed valet
23 system there, there are guests spaces that
24 are -- when you come in the south
25 entrance, those are outdoor. So those are

1 the guest spaces. Typically we see them
2 across the front that take up the green
3 area. We make sure that they kept 10-foot
4 green area along the front door there.
5 The only thing that encroaches into that
6 is an ADA walkway. So we insisted that
7 they keep the green area along the front
8 of the building. So that was a change to
9 the driveway access, if you will.

10 And we've talked about the TDR units.
11 There's a description of the adjoining
12 properties. Some of those are the same or
13 changes.

14 CHAIRMAN HURWITZ: Can you explain #5
15 on the list on the last page, on page 10?
16 I read it to say that if the site plan and
17 project are approved, no one from the
18 Royal House will be able to buy it. North
19 project shall park in any perpendicular
20 parking space along the street.

21 MR. MILLER: Oh, my condition.

22 CHAIRMAN HURWITZ: Other complex
23 parking lots without an analysis.

24 MR. MILLER: Right, this is language
25 that we, as staff, developed and was

1 included in the Island House development
2 that you just saw a couple months ago.
3 And this is meant to ensure, and this is
4 repeated in the parking agreement as well,
5 the parking trust agreement, that they
6 can't use our street for queuing up valet
7 services and that they cannot use the
8 head-in parking along the streets in the
9 area to store cars, because those are
10 needed for other complexes.

11 CHAIRMAN HURWITZ: You're just
12 talking about the valet operator?

13 MR. MILLER: I'm talking about, yeah,
14 the valet.

15 CHAIRMAN HURWITZ: You're not talking
16 about people who live in the building?

17 MR. MILLER: This building or --

18 CHAIRMAN HURWITZ: The proposed
19 building. It says no one shall park -- I
20 got the part about queuing, but it says no
21 one shall park in perpendicular spaces
22 off-site. So you're saying -- are you
23 suggesting that owners of the building are
24 not allowed to park outside of the
25 building?

1 MR. MILLER: Well, presumably, if
2 they didn't want to use the valet, they
3 could park in our parking garage, or they
4 can park on the street parking parallel
5 space?

6 CHAIRMAN HURWITZ: And that's okay?

7 MR. MILLER: And then feed the meter
8 yes, they can do that.

9 CHAIRMAN HURWITZ: Okay.

10 BOARD MEMBER KEAN: So that includes
11 the perpendicular parking directly in
12 front of this building just to be clear?

13 MR. MILLER: They'll be no --

14 BOARD MEMBER KEAN: There won't be
15 any?

16 MR. MILLER: All the parking on the
17 street comes off like any redevelopment
18 property. What we don't want them doing
19 is --

20 BOARD MEMBER KEAN: Parking in the
21 neighbor's perpendicular.

22 MR. MILLER: Parking in the
23 neighbor's head-in parking.

24 BOARD MEMBER KEAN: Is that -- do we
25 have parking meters? I don't think I've

1 ever gotten a ticket here.

2 MR. MILLER: We have the parking
3 police.

4 BOARD MEMBER KEAN: We do?

5 MR. MILLER: Parking enforcement, I
6 guess.

7 CHAIRMAN HURWITZ: Go hang out in the
8 school.

9 MR. MILLER: Moving onto Page 3 of my
10 report. I talk about what changed with
11 the underground parking garage and the
12 parking issue. We've talked about that
13 extensively. I don't know that we need to
14 talk about that anymore.

15 The revisions, we cite the code
16 section that was just revised that says
17 when somebody makes a substantial change,
18 they have to come back to you, and that's
19 why they're here.

20 Comprehensive plan and zoning,
21 platting information, this is comprised of
22 three lots, so they have to do Unity of
23 Title to title together.

24 The breezeway is required, and it's
25 still there. There are some changes noted

1 to the detail of that, which you should
2 focus on primarily.

3 BOARD MEMBER BARNARD: Would you
4 discuss that, the changes, because I see
5 it on the plans, but in the renderings,
6 it's kind of -- we get a new rendering,
7 but not an old one. Is it a reduction on
8 the size of the breezeway?

9 MR. MILLER: No, not that I know. It
10 kind of looks the same on the street side.
11 Then on the water side, it's different.
12 And, again, the breezeway -- the breezeway
13 code says that you must put a 20-foot-wide
14 minimum breezeway completely through the
15 building, from front to back and from
16 above four stories and up.

17 The code also allows the board, which
18 a lot of people ask for consideration, to
19 do some modifications to that. And it
20 says that they have to prove to you that
21 it is, quote, unquote, enhanced
22 architecture and provides abundant
23 articulation.

24 So, again, the goal of the breezeway
25 code is to avoid big box building. So we

1 have all of our articulation laws now, we
2 have our breezeway laws, to insist that
3 these big, bigger projects three, four
4 lots like this, are not a big box. That
5 they provide either a breezeway or some
6 version of that. And we've had lots of
7 examples, good examples, I think of good
8 architecture where people have, you know,
9 pieces of the building with the flex
10 setbacks and so forth and have done a
11 pretty good job, so if you don't mind,
12 I'll let the architect explain those
13 differences.

14 CHAIRMAN HURWITZ: Yes, I think I'd
15 like that. Thank you.

16 MR. MILLER: So we talked about the
17 right-of-way access and parking. The TDRs
18 obviously will come down now. The
19 breezeway we've talked about, and they'll
20 go into the detail on that.

21 And then back to the suggested
22 conditions. We -- I try to not lose the
23 original conditions on and I attached a
24 copy of the original resolution, creating
25 the site plan, and so we make reference to

1 these set of plans, the old set of plans,
2 the conditions and resolution 1175, the
3 reduction and the dwelling units and the
4 off-street -- and the parking reduction.

5 Again, if Condition No. 4 says if you
6 don't approve the parking arrangement and
7 the council doesn't approve it, then, of
8 course, they have to redesign.

9 So we wrote it as tight as we could
10 given the circumstances that we have here.

11 CHAIRMAN HURWITZ: Thank you,
12 Michael.

13 MR. MILLER: Yep.

14 CHAIRMAN HURWITZ: Any questions from
15 the board or do you want --

16 TOWN ATTORNEY: You should accept the
17 report of the Town's planning consultant
18 into evidence.

19 CHAIRMAN HURWITZ: It's part of the
20 record already.

21 TOWN ATTORNEY: Yes.

22 CHAIRMAN HURWITZ: Okay.

23 Fran, are you the only -- are there
24 any public speakers?

25 MR. AMSTER: If we may, I'd like to

1 have Luis, the architect, come and walk
2 you through.

3 CHAIRMAN HURWITZ: No problem.

4 MR. AMSTER: This way we can see in
5 the plans.

6 CHAIRMAN HURWITZ: No problem, and
7 then Fran after that. We'll take public
8 comment, okay?

9 MR. AMSTER: Luis Revuelta, please.

10 MR. REVUELTA: Luis Revuelta,
11 architect. Thanks for listening to us.

12 CHAIRMAN HURWITZ: Were you here in
13 2012?

14 MR. REVUELTA: Can you hear me?

15 BOARD MEMBER ADLER: Yes.

16 MR. REVUELTA: Luis Revuelta, with
17 Revuelta Architecture International. With
18 me is Jose Marin, who knows how to operate
19 a computer better than I do.

20 I want to start by begging you guys
21 to please look at the project and the
22 benefits that I think we are providing
23 architecturally as part of your site plan
24 review considerations, because I think the
25 project overall is a much better project

1 than it was approved.

2 The project that was approved, the
3 owner was ready to go with two basements.
4 I think the city did absolutely the
5 correct thing by listening to the FEMA
6 regulations, and I'm very appreciative of
7 staff at all levels the way they've worked
8 with us to try to solve a very critical
9 and sensitive issue, which I'm sure Mr.
10 Geller will talk to you about later.

11 I think what we're trying to do now
12 is to be able to eliminate two levels of
13 parking, again, working with the city and
14 at the request of the city to make a
15 building that is better from resiliency.
16 I think it's a building that we've been
17 able to widen the element of architectural
18 significance, which is also allowed by the
19 code in lieu of a breezeway. It's widened
20 now.

21 Instead of having in the center of
22 the building a driveway, you now have a
23 lobby, which is wider than that driveway
24 was before. You still have a sense of
25 fluidness on the second level breezeway.

1 I think we've also enhanced the
2 center of the building to make sure that
3 we break the box, as Michael was saying,
4 and I think we've done that in other
5 buildings that we've brought to you in the
6 Town.

7 Again, the density of the project
8 went down from 75 to 57. I believe that
9 the projected longtime permanent ownership
10 that will be living in the building is
11 about 5%.

12 I do believe, as an architect, that
13 people are using more and more other means
14 of transportation, so I am very confident
15 that this building will not have a parking
16 problem. And I'm sorry for addressing
17 these things. I'll just go into the
18 architecture.

19 But as I said in the site plan
20 before, what we had was a driveway in the
21 center, trying to force this breezeway.
22 The driveway now is on this side.
23 Obviously, we need more efficiency in the
24 parking.

25 What we have in the center now is a

1 lobby. The lobby is wider than the
2 driveway used to be force with this
3 element of architectural significance.
4 It's breaking the building in the center
5 much better than before.

6 We still have an open air connector
7 on the second level as we had before.

8 The units are larger as opposed to
9 smaller units, because the density went
10 down. The units are larger.

11 And then the upper floors are pretty
12 much what we were doing before. We still
13 try to maintain the same architectural
14 quality that we had in the massing of the
15 building and also we have another project
16 Baia, which was approved, with the same
17 valet strategy and protocol.

18 And architecturally we want to make
19 sure that these buildings relate to each
20 other. There were designers originally
21 Island House and Royal House. Mr. Eichner
22 and continuing is his daughter Allie is
23 here today, and I think they've been great
24 clients in allowing us to do what they
25 needed to do and still maintain the spirit

1 of the Zoning Code and what the city needs
2 and wants. So the city is pretty much the
3 same. I think we have enhanced it
4 architecturally.

5 You might obviously feel that I have
6 a bias on it, but I am being sincere when
7 I think this building is a better building
8 now with the changes that we worked out
9 with the city to try to address this FEMA
10 issue. And I don't believe that the
11 building will have a parking problem, and
12 I don't believe that the building will be
13 an issue of parking for the neighbors and
14 the city based on what we've done.

15 And I think that this type of
16 strategy, which I think you'll see more
17 and more in the future, it's a lot better
18 than what people are going to try to have
19 maybe another level of parking in the
20 building, because then you're going to end
21 up with buildings similar to other parts
22 in South Florida, you have now parking
23 coming out of the ground, because you
24 cannot go lower. FEMA will not allow you
25 that in a residential building. And then

1 people are going to figure out how to go
2 up. And I think if we can work together
3 in trying to figure out how to park in one
4 single level and then have residential on
5 top of that, I think the Town
6 architectural context, the urban context
7 of the Town will be much better than the
8 surrounding municipalities.

9 With that, I'm open for any
10 questions.

11 MR. AMSTER: Luis, if I may. You can
12 use the current rendering to show --
13 actually, let's go back to the front,
14 right? So the street elevation. And if
15 you could please explain both the widening
16 here, since this is the better viewpoint
17 from across the street, the framing that
18 you've changed from the original.

19 MR. REVUELTA: And you're correct,
20 from a pedestrian standpoint, from the
21 neighbors' standpoint, from the street
22 standpoint, the whole center of the
23 building is now wider than it was before
24 when it had the driveway. And I think the
25 transparency in the lobby and the

1 transparency on the second level above the
2 lobby is a better architectural solution
3 than the one that we got approved trying
4 to -- you kind of force the breezeway into
5 the building, but doing it with a
6 vehicular access rather than a pedestrian
7 access.

8 So from a pedestrian standpoint, from
9 an architectural urban standpoint, I think
10 the building is friendlier and a better
11 solution.

12 CHAIRMAN HURWITZ: Can I ask you a
13 pointed question. I'm not trying to make
14 any point here whatsoever. I genuinely
15 appreciate your expertise. I'm not being
16 passive/aggressive.

17 MR. REVUELTA: You go ahead. It's
18 okay.

19 CHAIRMAN HURWITZ: If you were
20 proposing a project like this today, the
21 next five projects that you're going to be
22 doing in this Town, let's say, you're
23 suggesting that you would propose the same
24 project and the same parking arrangement
25 from maybe --

1 MR. REVUELTA: Yes, because I am
2 extremely happy that the city is enforcing
3 the fact that you cannot have underground
4 parking under a residential building by
5 FEMA. I think the city is doing
6 absolutely the correct thing. And this is
7 -- not only I, but I think most architects
8 are going to try to do.

9 And I do believe that given the fact
10 that we have so much now transportation
11 options, and people are probably riding
12 bicycles more and walking more, yes, the
13 answer to your question is yes, not only
14 for me, but I forecast that other
15 architects will start doing the same
16 thing.

17 And I think it's a matter of the city
18 kind of working with -- I think the city
19 is actually by getting clients, like ours,
20 to actually go ahead and step forward and
21 contribute to the parking fund, I think
22 that is going to benefit the city to be
23 able to then provide probably a structure
24 that before it couldn't be possible.

25 MR. AMSTER: I just want to add

1 that's --

2 MR. REVUELTA: My personal opinion.

3 MR. AMSTER: Yes, I think this is a
4 bigger, broader subject matter, as I think
5 there's a lot of issues here that are,
6 again, less design related than what is
7 here before you as far as, you know, very
8 specific design issues.

9 Part of how this whole arrangement
10 works for this project is, of course, the
11 reduction in number of units, but also
12 needing to work with the city to come up
13 with a means of resolving this issue of
14 the no allowed underground parking.

15 The additional -- over time, things
16 have changed. I think everyone has used
17 Uber, a Lyft or some sort of ride share
18 more than once that has never been there
19 -- that has never been there. I don't
20 know if this is actually on. It's a
21 different environment than what was --
22 when this was approved originally, which
23 actually helps.

24 Another part, which, again, is I
25 think leading to a bigger discussion, not

1 for this project is, you know, the actual
2 parking requirements necessary for these
3 units. Who are the actual -- you know,
4 these are condominium units, but by all
5 the marketing and Allie can attest to
6 this, this is not -- these are mostly
7 majority second homes.

8 So this, the parking arrangement that
9 we have, is actually a worst case
10 scenario, right? That would assume it's
11 100% occupancy and all these people are
12 there all the time. They're in depth
13 feasibility and marketing and also initial
14 sales, especially for the other project,
15 are showing they're only going to have 50%
16 occupancy at any one time. And so the
17 worst case scenario is just that. Sorry
18 15%, 15%, even less.

19 CHAIRMAN HURWITZ: Even in peak
20 season?

21 MR. AMSTER: Yes. I mean, maybe,
22 Allie Eichner, please. I'm just saying
23 there's a lot of different factors that
24 play for making this work, right? The big
25 picture is that this owner came in

1 thinking that they had a project that they
2 could -- it was already in for building
3 permit where they could just take over,
4 step into the shoes of prior owner. Guess
5 what? They were not able to do that, so
6 we've been working very closely with city
7 staff and appreciate their efforts to get
8 to a point where we can have a viable
9 project. Part of that is the assessment
10 of turning it into a condo, figuring out
11 what the unit count.

12 CHAIRMAN HURWITZ: Sorry, Matt. The
13 original dwelling units were 57 now. What
14 was it before?

15 MR. AMSTER: 72.

16 CHAIRMAN HURWITZ: And so that was
17 144 spaces required?

18 MR. AMSTER: Yes.

19 CHAIRMAN HURWITZ: And were all those
20 onsite, because you had more real estate
21 to play?

22 MR. AMSTER: Yeah, they're two
23 different subterranean parking levels,
24 absolutely.

25 CHAIRMAN HURWITZ: I got you.

1 MR. AMSTER: But it's also at a
2 parking rate of two units -- two spaces
3 per unit, which collectively for the
4 general area, is on the high end.

5 CHAIRMAN HURWITZ: I got you. Okay.

6 MR. AMSTER: So --

7 CHAIRMAN HURWITZ: Thank you.

8 MR. AMSTER: -- there's a
9 consideration of that, ride share,
10 alternative transportation, including the
11 bicycles, which people will use.

12 And, again, as a need to satisfy the
13 second market home, Allie can attest to
14 that.

15 MS. EICHNER: Yeah.

16 BOARD MEMBER KEAN: Sorry. Before
17 you go, Allie, sorry. 144 spaces in the
18 previous proposal was provided with the
19 two --

20 MS. EICHNER: Underground.

21 BOARD MEMBER KEAN: And it was like
22 normal spaces or was there a certain
23 percentage that was also valet?

24 MS. EICHNER: It was not valet, but
25 they were stackables.

1 BOARD MEMBER KEAN: Lifts, okay. Got
2 it. Sorry.

3 MS. EICHNER: One thing I just want
4 to mention also, for this building --

5 CHAIRMAN HURWITZ: Allie, could you
6 give your name and address for the record.

7 MS. EICHNER: Alexandra Eichner. My
8 address -- can I give my Miami address?
9 1030 15 Street, Miami Beach, Florida.

10 One thing I just want to clarify is,
11 for this building, we've actually already
12 pre-sold 50% of it to Canadian buyers who
13 have -- that are using as investment
14 property and have absolutely no intention
15 of being here ever really.

16 And while we are going to be paying
17 into the parking trust, we have no
18 intention of actually purchasing any
19 additional spaces. We don't even believe
20 that we will ever even need the 75.

21 We are doing this, because of your
22 two per parking code requirement. It's
23 not because we actually believe or there's
24 any market data that suggests that we will
25 actually need to do any of this. I just

1 wanted to clarify that.

2 CHAIRMAN HURWITZ: Thank you.

3 Any questions for the architect on
4 design or anything like that? If not, I
5 want to --

6 BOARD MEMBER BARNARD: Yeah, I had a
7 question about the changes in the
8 breezeway. To me, it looks like what was
9 previously open, it's kind of been blocked
10 in at least in the front rendering that we
11 had. Could you walk us through those
12 changes?

13 MR. REVUELTA: I believe, as I said
14 before, what we had was a driveway, a
15 parking driveway and it was narrower, like
16 20 something feet and 3 feet, 4 feet. Now
17 what we have --

18 MR. AMSTER: That's at the top. The
19 top is the original approval and you can
20 see down at the bottom. I know that the
21 scale is small, but that's where, as Luis
22 has mentioned, that we have a much wider
23 and transparent. That's the lobby at the
24 ground level, but still open above.

25 And then you can here also see

1 framing narrower and following the
2 breezeway up at the top, the old design,
3 but then the new design, again, we brought
4 in at the ground level. We've also
5 broaden the framing to help break up the
6 scale and massing, which is the intent of
7 the breezeway itself.

8 And then on the waterway side --

9 MR. REVUELTA: The waterway side, I
10 think the rendering is the one that
11 basically -- and to answer your questions,
12 I don't know why we don't have a rendering
13 from the previous approval. I guess we
14 assumed that the city would have that.
15 That's our bad.

16 But I believe that the whole center
17 of the building now is more pedestrian
18 friendly than before. Before it was just
19 the driveway. And, yeah, it was open, but
20 it was a driveway. Now it's a lobby that
21 has got a lot of glass. The upper level
22 of the lobby is still open as it was
23 before, and we are changing the texture of
24 the balconies in the center of the
25 building. We widened this element of

1 architectural significance, which is also
2 allowed by the Code in lieu of a
3 breezeway. And, again, I could be
4 (inaudible) for being bias, but I think
5 it's a better building now than it was
6 before when it was approved.

7 CHAIRMAN HURWITZ: Any other
8 questions?

9 Could we take public comment and wrap
10 up?

11 MR. REVUELTA: Thank you.

12 CHAIRMAN HURWITZ: Thank you very
13 much.

14 Fran and then there is no other
15 public comment, right? One on the phone.
16 So, Fran, and then we have one.

17 MS. NEUHUT: Frances Neuhut, 1060
18 (inaudible).

19 CHAIRMAN HURWITZ: Go ahead, Fran.

20 MS. NEUHUT: They mentioned their
21 other project, which I had put in an
22 appeal. It wasn't that easy. It's very
23 similar. They're using -- they're also
24 using the parking trust and putting -- it
25 has to be 500 feet away from their

1 project. And they put the other one in
2 the dog park, and that dog park is funded
3 and it only has something, like, 27, 28
4 parking spaces and they needed 39 parking
5 spaces.

6 And, like I said, I put in an appeal
7 and it's pursuant to Florida Statute
8 286.0105. And, Mr. Geller, I'm still
9 waiting for the appeal, which he still has
10 not --

11 CHAIRMAN HURWITZ: Is that on this
12 project?

13 MS. NEUHUT: On the other one, and I
14 will be making an appeal on this one, but
15 I have to tell you that we were told --
16 and I might be mistaken, but there's
17 already an investigation on the TDRs.
18 They have 46 TDRs. I don't know. It's
19 not really -- it's not permanent what
20 they're saying. It's being investigated
21 along with all the other TDRs in our
22 program here. There's something not
23 kosher here.

24 The other thing is the parking trust.
25 And thank you, Jed, because he really is

1 on the ball here. This parking trust has
2 to be within 500 feet of the project, so I
3 don't know what they're talking about
4 they're not going to be using that.

5 And the business district is very
6 close to that, and they're going -- and
7 they say they're going to be using the 95
8 Street parking lot.

9 We have had so many projects now with
10 the gateways, and with the church.
11 They're talking about giving -- they've
12 already given our Town hundreds of parking
13 spaces into the parking trust. And I have
14 the contract here from 2009, what that
15 parking trust was all about.

16 CHAIRMAN HURWITZ: Thank you.

17 MS. NEUHUT: That's two minutes?

18 CHAIRMAN HURWITZ: That's okay. You
19 can wrap up. I'll give you a couple more
20 seconds.

21 MS. NEUHUT: I have it here. We are
22 completely full. I don't know where we're
23 getting the parking. And for them to say,
24 well, we're not going to use it, that's
25 hard to believe, because at the Auter

1 Hotel, which we gave them 36 or 38 parking
2 spaces, they increased their hotel rooms
3 from 96 to 116. And you go to the garage,
4 they're using their lifts for storage.
5 They're not even using their parking.

6 CHAIRMAN HURWITZ: Fran, can you wrap
7 it up, please?

8 MS. NEUHUT: So their valet parking
9 is going all the way down to where your
10 father's home is. It was over there.
11 That's how this was lined up in these
12 communities.

13 We are dealing with flooding. We are
14 dealing with overcrowdedness, and we do
15 not have parking. And again --

16 CHAIRMAN HURWITZ: Thank you.

17 MS. NEUHUT: I put an appeal a couple
18 of times and I would like to hear from
19 someone, 'cause it's a Florida Statute,
20 because this is very similar. They're
21 giving away our parking for no reason.

22 CHAIRMAN HURWITZ: Fran, thank you
23 very much. I appreciate it.

24 There was someone on the phone that
25 wanted to speak? I'm sorry, go ahead.

1 MS. BLAZE: My name is Rebecca Blaze.
2 I'm the president of the board of London
3 Towers Condominium, which is 9381 East Bay
4 Harbor, directly next to the property in
5 question.

6 So we just had a couple concerns. We
7 just recently finished our 50-year
8 recertification, during which the
9 engineers found that the north side of our
10 building, which is directly next to this
11 property, had suffered more far more than
12 the south side in terms of shifting in the
13 staircases and the structure nearest
14 theirs, mostly because of the seawall
15 situation, which I've got great pictures
16 on my phone, but the seawall is
17 temporarily being held up, but a lot of
18 water is still coming in. The land seems
19 to be unstable there, and it's affecting
20 our seawall and property directly.

21 So, two things. We're concerned that
22 if the project doesn't go ahead, that
23 something needs to be addressed with the
24 property itself. And then, two, if the
25 property is approved, that we really want

1 to have engineers come in and make sure
2 that whatever is being done doesn't
3 adversely affect what we've just put so
4 much time and effort into restoring.

5 And then, of course, the parking for
6 us as well, the property is directly next
7 door. We already have a lot of issues.
8 Our property is restricted, and we don't
9 have a lot of extras, and we already have
10 people who take advantage and use the
11 spaces inappropriately. So having a huge
12 building right beside us, of course, we're
13 worried about that. And I work in the Bal
14 Harbour Shops, so I know that a lot of
15 their overflow is coming here, too. And
16 so that's, you know, a big concern for us.
17 That's it.

18 Is that two minutes?

19 CHAIRMAN HURWITZ: No, you're fine.
20 Thank you so much. I appreciate it.

21 MS. BLAZE: Thank you.

22 CHAIRMAN HURWITZ: The Town, I
23 assume, is looking at the seawall
24 regardless of this development.

25 BOARD MEMBER KEAN: Is there some

1 sort of unsafe site condition thing that
2 you can apply?

3 CHAIRMAN HURWITZ: Yeah, I'm
4 assuming, like, if it gets built, the
5 seawall gets redone, correct, Matt?.

6 MR. AMSTER: Yeah, there's a
7 temporary fix that the neighbor is
8 mentioning, but they're in for permitting
9 to provide that formal placement of the
10 seawall.

11 BOARD MEMBER KEAN: That's an
12 independent thing, the seawall fix?

13 MR. AMSTER: It will be necessary to
14 be done in order to bring the new project
15 there, yes.

16 And Allie can certainly invite you to
17 speak with each other afterwards and be in
18 constant communication from here on out.

19 CHAIRMAN HURWITZ: That would be
20 great.

21 MR. AMSTER: Let them know, no
22 negative impact.

23 CHAIRMAN HURWITZ: That would be
24 great. Thank you. No other public
25 comment then.

1 Any final thoughts from the Board?

2 BOARD MEMBER KEAN: Yes. So I have
3 no objections to the architectural. I
4 think it's quite a stunning building. You
5 know, the scale of it is bigger, although
6 it's sort of close to, what is it, broad
7 view? Bay View. The main concourse. So
8 the density is sort of works there, but it
9 also works in buildings like mine,
10 Mediterranean, which are of this scale, so
11 I think from scale standpoint, I'm okay
12 with it.

13 Looking at the parking, I had the
14 same initial reaction as the board and
15 staff and everybody else, but, you know,
16 just today, I was sort of taking note and
17 really doing a diligent job of listening.
18 And the previous project, which is
19 approved with two floors of parking, was a
20 larger -- was more units, right? It was
21 72 units, which because our parking
22 requirement, is a per unit count meant
23 that there was actually more cars. So
24 despite having (inaudible) all of them,
25 there was actually more of them. So from

1 a density and a traffic perspective, the
2 approved building is much worse than the
3 one before us, because now, even at the
4 max capacity if they were able to fit all
5 the parking, it would only be 114 spaces,
6 short of the 144.

7 So from a traffic standpoint, I
8 actually think this is lesser impact than
9 what was previously approved.

10 So if we crossed that off, you know,
11 looking at the parking trust, the parking
12 trust, as I understand it, as was
13 clarified, is not a sort of pay for spot.
14 It's a fund that's used for right-of-way
15 improvements, street improvements, future
16 parking facilities, etc. So that's not
17 really for our review in my opinion.

18 CHAIRMAN HURWITZ: Agree.

19 BOARD MEMBER KEAN: It's not really
20 -- it doesn't apply to this site in the
21 context of how it impacts parking per se.
22 So we sort of cross that one off.

23 The fact that there's one entry into
24 the parking facility -- there's two
25 entries, which somewhat decreases. It

1 separates at the farthest ends of the
2 site. So I think from, you know, my
3 professional opinion that helps the flow
4 of traffic in and out and the fact that
5 that's then controlled by valet also
6 minimizes, so if we sort of look at that
7 and cross that off.

8 The condition in the report of no
9 perpendicular -- no parking spaces in, you
10 know, neighboring lots, no sort of taking
11 over surface lots, that's an important
12 condition if I were to approve this.

13 And so, for me, it comes down to is
14 this marketable? 'Cause when I look at
15 this, for the product that is being
16 presented in terms of renderings, and, you
17 know, whether I'm from Canada, L.A., New
18 York, wherever, personally I wouldn't buy
19 knowing that I don't have that kind of
20 parking, but if that works for the
21 developer, I mean, that's sort of out of
22 my control, with the exception that the
23 real risk in that case is, if it doesn't,
24 in fact, sell or if it sells today, the
25 developer moves away and then they can't

1 sell the units, we're sort of left with a
2 beautiful building that's empty, because
3 it's unmarketable or unusable from a
4 parking perspective.

5 But, with all that said, my sort of
6 fallback was, given that there's a
7 previous approval, which can't be built,
8 because of a change in federal policy,
9 FEMA policy, this is a reduction. It's a
10 reduction in density. It's a reduction in
11 cars. Even though looks on the plan that
12 there are a lot of cars, which there are,
13 it's a reduction. We went from 144 to 114
14 and we went from 114 to 75. And,
15 realistically, they're parking 47 cars in
16 here. And when you look at it from that
17 perspective, it's actually a much -- it's
18 a very big building with not a lot of
19 cars. And, you know, as an architect and
20 an urbanist, I'm a fan the fact that
21 there's a large bicycle facility here. I
22 appreciate the shared, you know, the kind
23 of Uber and that sort of thing. That is a
24 real factor. We don't have great public
25 transit in this community, other than the

1 bus, which is sort of a shame.

2 But, yeah, I mean for all those
3 reasons, I think parking here and the sort
4 of moratorium that FEMA has created on
5 development in a sense through the parking
6 issues, is really a problem that needs to
7 be dealt with at the council level, but as
8 a member of the Design Review Board and
9 considering what I've just laid out, I
10 really don't have issues with the design
11 or the fact that we're looking at a
12 reduced density and parking count.

13 And that's sort of how I look at
14 this. You know, like I said, I don't know
15 how the one way works. There's a traffic
16 report. There's professional engineers
17 that say they do. We have talented staff
18 and experienced staff to kind of review
19 those kinds of thing. I think Michael
20 Miller's report laid out some important
21 conditions, which I would like to see
22 remain, which speaks to some of Fran's
23 issues in terms of no -- and the
24 neighboring building issue of, you know,
25 anyone living in this building, who can't

1 get valet or doesn't want to deal with the
2 headaches of inside, being able to park
3 elsewhere, they can't do that under this
4 condition. I don't know how that's
5 metered or policed, but, you know, that
6 addresses that.

7 So, given all of that, that's sort of
8 where I stand. That's my opinion. I'm
9 happy to hear everybody else.

10 CHAIRMAN HURWITZ: No, thank you,
11 Wesley. I'm going to echo that, because I
12 don't think I feel dissimilarly about it,
13 and then we can move on. Everyone else
14 can give their own two bit.

15 I see these projects and I'm so -- I
16 know the board shares a lot of concern
17 about whether or not this works, and it's
18 good for the Town or not. And then I sort
19 of peel back and I got to the same place,
20 it's a reduction in dwelling units. It's
21 a reduction in total cars. And if it
22 doesn't work -- again, it is a maximize
23 scenario. If their research is correct
24 and it doesn't work, you know, it's kind
25 of their problem. And I don't mean to say

1 that we don't care, but our job is about
2 how this building, you know, looks and
3 feels as a Design Review Board. Yes, the
4 parking is part of the site plan, but it's
5 less cars than it had before.

6 There is a situation here that I
7 think collectively everyone is trying to
8 help resolve with a change from FEMA, and
9 I think that, you know, I acknowledge that
10 as well. It's not a forever circumstance
11 I'm not interested in seeing 10 more of
12 these, and that's why I asked about, the
13 architect, about his opinion about whether
14 or not an urbanist perspective, this is
15 the future. I don't think this is going
16 to work in every single building, but
17 under the circumstances, I think it's a
18 great building, looking building.

19 And I hope they're right about it
20 being able to work. If they're wrong, I
21 don't know that that's necessarily our
22 purview.

23 And, also, to lay one more thing on
24 it, is that this still does go to the
25 Town. So the Town who has a

1 responsibility in excess of our Design
2 Review Board to talk about the parking
3 impact, and the traffic studies and how
4 parking is addressed in this Town, I think
5 there's going to be more banter at that
6 board as well. And I don't mean to push
7 the problem to them, but I think that
8 they're -- they've dealt with this a lot
9 and will be reviewing this also.

10 The only final thing I have, because
11 I am in support of it for all those
12 reasons, you know, somewhat hesitantly,
13 because whether or not I think it's going
14 to work or not, but I don't know that
15 that's what we should be determining
16 today, is that I do encourage the Town, as
17 we've talked before, to dive a little bit
18 further into this parking and maybe have
19 more of a proactive, you know, force to
20 think about, lifts and alternative parking
21 and what we think is the best for the
22 Town, because we kind of are just taking
23 it case by case and I'm always nervous
24 about that.

25 BOARD MEMBER KEAN: Maybe even more

1 than that is a commission's or design
2 competition Master Plan. What does the
3 new Bay Harbor Islands look like, not
4 disregarding the very important,
5 beautiful, historic buildings that are
6 here, but more urbanistically, because I
7 also -- just one other thing.

8 I thought about that, if they were to
9 add another level of parking, but what
10 that does is, that changes the proportion
11 of the architecture. Now, all of a
12 sudden, you have sort of a higher
13 pedestal.

14 CHAIRMAN HURWITZ: You would have
15 lesser units, but at the same time, you'd
16 have the same density. You'd have the
17 same or more of a negative visual, right?

18 BOARD MEMBER KEAN: Right.

19 CHAIRMAN HURWITZ: And you'd have,
20 you know, cars on the second story with
21 other issues, so I appreciate that.

22 But, again, I do, aside from this,
23 would like the Town -- I'd like somehow to
24 have a mechanism by which this board, if
25 we agree, can ask the Town Council to take

1 a look at that, maybe Michael, and sort of
2 -- whether it's a charrette, or a study or
3 something expressed the concern from this
4 board that we keep on getting stress
5 tested on the lifts and the valet and all
6 these sort of things and we're wanting to
7 do right by the Town, and right by the
8 neighbors, right by the developers and
9 right by everybody, but I feel like -- I'm
10 not sure it's been sort of fleshed out as
11 much as it should with how do we feel
12 about these things. Anyway, that's my
13 opinion.

14 Matt, do you have any comments,
15 'cause everyone has stolen your thunder.

16 BOARD MEMBER FRANKEL: Beaten a lot
17 of it into the ground, so I'm not going to
18 focus on parking. I think everybody hit
19 it.

20 I will say if you reduce one floor
21 level with 11 units, you double the
22 parking, it gives you exactly the count
23 that you need, so it can be resolved on
24 the site, but I think that's been
25 addressed.

1 And I agree that, you know, the
2 porosity is important, so I will focus on
3 the porosity, which is this breezeway
4 regulation. I believe it's there, you
5 know, not so much for the residents of the
6 building, even though that brings a
7 positive amenity, if you approach it
8 correctly, but it's for the Town itself,
9 right?

10 We create these built walls of
11 individual residences that cutoff the
12 interior, the pedestrian access from views
13 and from skylines. We have height
14 restrictions for that reason. And so I
15 think the breezeway was, in its original
16 design, you know, functioning in that
17 purpose.

18 So they had the side-by-side
19 elevations, it's not as, you know, as well
20 developed as a rendering, but the
21 architect spoke very passionately about
22 how the new lobby provides, you know, a
23 better solution than a driveway, and I
24 agree with that completely. However, I
25 think the driveway was a function of a

1 two-story garage that no longer exists,
2 and you have a solution here that is very
3 elegant, with a lot of planting. And so I
4 don't see how the breezeway would impede
5 anything.

6 I see -- I understand that it's a
7 lobby, and, therefore, it improves the
8 experience within the building, but I
9 think that breezeway for the community
10 improves the experience for the
11 pedestrians that would be passing along
12 the promenade adjacent to it, which is the
13 intent of that portion of the code.

14 So that's the only wanted to bring
15 into the record. I think there's a
16 positive there. I think it's a solution
17 that can be a compromise.

18 Otherwise, I think from general
19 aesthetics, and the symmetry and the
20 balance of the building, it's a very
21 successful project. I like the fact that
22 it's a planted roof, and that there seems
23 to be great consideration for landscaping
24 and it does a good job as it approaches
25 the public thoroughfare. So, you know, I

1 commend that effort.

2 CHAIRMAN HURWITZ: Any other
3 comments? No. Done. Did we beat it?

4 MR. AMSTER: Mr. Chair, I just want
5 to add that we do agree to all of Michael
6 Miller's conditions. Happy to have them
7 incorporated in the approval.

8 BOARD MEMBER FRANKEL: I had a
9 question of one of his recommendations.
10 It talks about three valet attendants
11 during peak times. What does that mean,
12 peak times? Talking rush hours?

13 MR. AMSTER: Well, it will depend on
14 the actual, you know, use of the building,
15 but --

16 BOARD MEMBER FRANKEL: So that's open
17 to the building's interpretation?

18 MR. AMSTER: Right. So operationally
19 in the traffic study, which has the valet
20 analysis in there, you know, vetted the
21 number of units, the number of parking
22 spaces and has formulas based on, you
23 know, other projects to essentially run
24 the numbers to determine what is going to
25 be needed. And so they have a queuing

1 time, they have the route in and out of
2 the building, you know, for a reasonable
3 time for drop-off and pick-up and so
4 that's where they come up with a value, a
5 number of operators.

6 Now, the peak up time could vary
7 because of the way that this building is
8 used, but it's just to give you an
9 indication, and the operator, too, as well
10 as, you know, the unit owners themselves,
11 you know, about how many people that they
12 may need to have their likely, you know,
13 morning and afternoon sort of, you know,
14 morning rush hour, evening rush hour. At
15 2:00 a.m., I really don't think, you'll
16 need two valet operators.

17 So, again, operationally it's just an
18 item for, one, the evaluation by the
19 traffic expert, but, two, to help the, you
20 know, marketing of the building, the
21 owners and then the valet operators
22 themselves to figure out how to
23 appropriately manage it. If they need
24 more, they'll get more. They'll have to
25 do that. They can't have queuing backing

1 into the street. That will be
2 enforceable. You know, they want to make
3 sure that it's done correctly.

4 CHAIRMAN HURWITZ: Any motions or
5 thoughts?

6 BOARD MEMBER KEAN: Real quick, I
7 also had a question about one of the
8 conditions. It says an additional 28
9 valet parking spaces are proposed at the
10 complex for -- just making sure this is a
11 condition. Yeah. And then it goes on to
12 say some minor adjustment may be required
13 by Building Department. What did you mean
14 by that, Michael, some minor adjustment
15 may be required? Does that mean it may
16 not be that many valet or --

17 MR. MILLER: No, they're showing us a
18 plan right now with X number of fixed
19 spaces and valet spaces. As the
20 architects move from preliminary plans to
21 construction plans, you know, oftentimes,
22 Mike and I see, you know, tweaks, if you
23 will, from the Fire Department, you know,
24 engineering things with the building. So,
25 you know, I try to, you know, say that,

1 you know, that as you move to the
2 architect during the construction
3 drawings, there may be a little tweak.

4 So we're trying to hang onto the
5 quantity of parking spaces, but there
6 might be they have to move a column or
7 something. I'm just, you know, giving a
8 scenario. That's what I meant by that.

9 BOARD MEMBER KEAN: Well, I would say
10 if anything changes from this, then we
11 should see it here. Like if we're going
12 to propose -- if we're gonna -- I don't
13 know if we're going to approve, but if
14 there is approval of a parking layout with
15 this reduction, any adjustments or
16 developments that reduce from this, I
17 think we'd have to see again, you know,
18 just because it's already -- we're already
19 kind of squeezing it here.

20 CHAIRMAN HURWITZ: Do you want to
21 make that part of a motion?

22 BOARD MEMBER KEAN: Okay.

23 TOWN ATTORNEY: Let me just say that
24 there is typically a small variance that
25 is granted to, for instance, the building

1 official. You know, sometimes if you move
2 something, or you have a materials issue
3 or there's something intervening, that
4 there's a point in which it's deemed to be
5 a material change and any material change
6 would come back to you, but if it's
7 something that's just some minor point
8 where you find the site line doesn't work
9 completely and you have to make some
10 adjustment to that --

11 BOARD MEMBER KEAN: Yeah, no, I mean
12 if they changed the location of a reveal,
13 that's fine, but I'm talking about going
14 from 70, you know, whatever parking spaces
15 to 71. I think if those developments
16 affect the parking count that we see today
17 that has to come back.

18 TOWN ATTORNEY: So what you might
19 want to say, if you're going to say
20 something, you may wish to include the
21 word "reduction" in anything you're going
22 to say as opposed to any change or any
23 variance.

24 BOARD MEMBER KEAN: Yeah, I'm just
25 looking at Michael's -- Michael Miller's

1 recommendation, which was spaces are
2 proposed at the complex for a total of 85
3 functional spaces, 66%. Some minor
4 adjustment may be required by Building
5 Department. Maybe other than parking.

6 TOWN ATTORNEY: Again, I --

7 CHAIRMAN HURWITZ: I think it's
8 clear. You're welcome to make that motion
9 and say that if there's any reduction in
10 the 75, then it needs to come back.

11 BOARD MEMBER KEAN: Okay.

12 CHAIRMAN HURWITZ: All right?

13 BOARD MEMBER KEAN: Yeah. So I will
14 move to approve with the conditions laid
15 out in Michael Miller's report, subject to
16 Condition No. 4, to reflect some minor
17 adjustments, other than reductions in
18 parking. Other than further reductions in
19 parking.

20 TOWN ATTORNEY: And if I might, just
21 if I'm hearing Mr. Miller correctly, you
22 may -- I would ask that you consider also
23 putting in and including all of the
24 conditions of the previous approval.

25 Do I have that right, Mike?

1 BOARD MEMBER KEAN: I think that's in
2 here. It's in here. Yeah, I saw that in
3 here.

4 CHAIRMAN HURWITZ: It's #4.

5 BOARD MEMBER BEBCHICK: Your
6 conditions, but maybe something along the
7 building getting in touch with the
8 adjacent --

9 BOARD MEMBER BEBCHICK: Adjacent
10 buildings.

11 BOARD MEMBER BEBCHICK: Figure out
12 the 50-year and make sure there is no --

13 BOARD MEMBER KEAN: Yeah. Well, one
14 thing that I don't know if the Town is
15 doing now, but there's actually metering
16 going on for new construction. We do it
17 on some of our own projects that I think
18 -- I don't know if that's like a standard
19 building process.

20 CHAIRMAN HURWITZ: Well, if it is or
21 it isn't, we're in the middle of a motion.
22 Would you mind adding --

23 BOARD MEMBER KEAN: Sure --

24 CHAIRMAN HURWITZ: -- that they
25 work--

1 BOARD MEMBER KEAN: Did you
2 communicate with the neighbors as part of
3 the development?

4 CHAIRMAN HURWITZ: Is there a second?
5 Is there a second? Am I allowed to
6 second? So I'll provide a second. So can
7 you call the roll?

8 THE CLERK: Janet Adler?

9 BOARD MEMBER ADLER: No.

10 THE CLERK: Alan Bebchick?

11 BOARD MEMBER BEBCHICK: No.

12 THE CLERK: Matthew Barnard?

13 BOARD MEMBER BEBCHICK: No.

14 THE CLERK: Jed Frankel?

15 BOARD MEMBER FRANKEL: No.

16 THE CLERK: Wesley Kane?

17 BOARD MEMBER KEAN: Yes.

18 THE CLERK: Alan Hurwitz?

19 CHAIRMAN HURWITZ: Steven, yes.

20 THE CLERK: Steven.

21 CHAIRMAN HURWITZ: Okay. Yes.

22 THE CLERK: It fails.

23 CHAIRMAN HURWITZ: So now their next
24 step is to appeal to the Town Council,
25 correct?

1 MR. AMSTER: If I may, Mr. Chair.

2 CHAIRMAN HURWITZ: Go right ahead.

3 MR. AMSTER: Is there anyone who was
4 on the dissenting side that may wish to
5 reconsider, but also to in an effort to
6 suggest any changes that we might wish to
7 contemplate?

8 BOARD MEMBER FRANKEL: I had a
9 problem with the changes to the breezeway.
10 I also had a problem with the parking
11 layout, although really the breezeway is
12 the main thing for me.

13 BOARD MEMBER BARNARD: My comment
14 earlier about the breezeway is
15 (inaudible). I think parking is somebody
16 else's.

17 BOARD MEMBER ADLER: I think the
18 building is a lovely looking building, and
19 I would love to walk by and see it.
20 However, this is the second time that I've
21 sat here and felt that the project is
22 changing the island as opposed to the
23 island --

24 BOARD MEMBER FRANKEL: The breezeway
25 questions were --

1 BOARD MEMBER ADLER: As opposed to
2 the island keeping its code and living by
3 its code. We have a code. I think that
4 the builders who come in know what our
5 code is. It's wonderful to say that there
6 will be alternatives, alternative ways of
7 -- you originally came up and you said,
8 your first sentence, when people come here
9 to our building, we will explain to them
10 the alternative way they have of parking
11 their cars. Well, that shouldn't happen,
12 'cause there are no alternative ways.
13 They should be able to park their car on
14 the project, in the building they're
15 living in.

16 I take your own -- I think it's Mr.
17 Plummer. Was it Mr. Plummer's --

18 MR. AMSTER: The traffic --

19 BOARD MEMBER ADLER: I don't mean to
20 go into this, but I'm going to go into
21 this, because it's interesting.

22 Mr. Plummer says that you should have
23 84. That the project should be able to
24 have -- accommodate 84 cars. To me, that
25 84 means 84 on premises.

1 I also would have to say that this
2 island, you may only expect 15 apartments
3 to be occupied and that people are buying
4 them as investments. They're buying them
5 as investments, they will become rentals.
6 When they become rentals, we have the best
7 school in Florida. People want to come
8 here to live. They want their children to
9 walk to that school. I think your
10 building will probably be full.

11 I live in one of the biggest
12 buildings on the island. We have an
13 occupancy of 160 some odd apartments. We
14 have many people who leave their
15 apartments for the entire summer. They
16 come for two months. And you know what?
17 They're two people, my neighbors
18 downstairs, for example, and this goes for
19 almost the whole building, everybody has 2
20 to 3 cars. They leave a Bentley, Rolls
21 Royce. They go home to the same Bentley
22 and the same Rolls Royce.

23 So I think you're making a mistake in
24 thinking that your building is not going
25 to adjust to the neighborhood. It will.

1 And this is a neighborhood of puppies,
2 babies, families, who are coming in and
3 they live here, and they go to school here
4 and they park their cars here. And I
5 think we'll become an island with so many
6 buildings going up and so many parking
7 spaces taken up.

8 Mr. Plummer says that people use Uber
9 where alcohol is sold, because that's what
10 it says in your own study. It says they
11 use Uber to go to hotels, to go to bars,
12 to go to nightclubs. That's what they do.
13 And I'm glad they do, but then they come
14 home safe and sound, but Uber is not the
15 way to get around on this island. They
16 can use it if they have an appointment.
17 You know what I'm talking about. People
18 have cars here.

19 And the builders are responsible for
20 adjusting their building, so that the
21 apartments they build can accommodate the
22 code we set. And that's why I can't
23 approve.

24 CHAIRMAN HURWITZ: Janet, thank you
25 so much.

1 Alan, do you have -- Alan, do you
2 have comments on the parking? I want to
3 make sure when applicants leave, they have
4 their feedback on what was approved, or
5 not approved or not like Janet parking
6 clearly on the parking perspective. Get.
7 Jed and Matt I think spoke about the
8 breezeway as being their issues, not the
9 parking.

10 Can you give them the feedback of how
11 you feel about it? Because I want them to
12 know whether or not they should be
13 appealing or coming back with a revised
14 breezeway and giving at least direction,
15 as we always like to do. That fair
16 feedback.

17 BOARD MEMBER BEBCHICK: To me, this
18 is about design and architecture, and, to
19 me, good design and architecture is about
20 functionality. So, yes, it's about the
21 elements, the movement, the facades, but
22 also the functionality and how it's going
23 to impact the neighborhood.

24 So I wish this would have been
25 studied holistically. You had the

1 opportunity to come with a blank canvass,
2 and I really don't see how this might be a
3 functional solution.

4 CHAIRMAN HURWITZ: No problem.

5 Matt, any concluding?

6 MR. AMSTER: Just from a procedural
7 standpoint for the benefit of the board, I
8 don't suggest that they can or should be a
9 motion to reconsider, but it was
10 mentioned. Just let me say procedurally
11 here are two paths. A motion to
12 reconsider, if there was a desire to make
13 one, can only be brought by somebody on
14 the prevailing side of vote and could take
15 two different forms.

16 One could be a motion to reconsider
17 and discuss further changes or conditions.
18 The alternative could be a motion to
19 reconsider and defer until further
20 revisions could be submitted. Obviously,
21 absent such a motion, then you're
22 suggesting, or it's not a suggestion, the
23 point you made, Mr. Chair, about whether
24 or not there will be a re-submittal would
25 control, but I just want to be clear, if

1 there is anyone that is contemplating
2 that, that there are two ways --

3 BOARD MEMBER BEBCHICK: Could I make
4 a motion to defer even if I voted against?

5 TOWN ATTORNEY: Yes, sir. It's a
6 two-part motion. First, you have to
7 reconsider, so it's back in front of you,
8 and then you can, in terms of disposing of
9 the matter when it's back in front of you,
10 you could make a motion to defer.

11 BOARD MEMBER BEBCHICK: I would like
12 to make a motion to reconsider.

13 BOARD MEMBER KEAN: Second.

14 BOARD MEMBER BEBCHICK: So there's a
15 second to the motion to reconsider?

16 CHAIRMAN HURWITZ: You made a motion
17 to reconsider the first motion?

18 BOARD MEMBER BEBCHICK: No. Oh.

19 TOWN ATTORNEY: To reconsider the
20 vote that was taken, yes. And Mr.
21 Bebchick was on the prevailing side.

22 BOARD MEMBER BEBCHICK: May I say
23 that the -- my -- I want to make a motion
24 to defer, so I understand --

25 TOWN ATTORNEY: You first have to

1 bring it back in front of you.

2 BOARD MEMBER BEBCHICK: Motion to
3 reconsider.

4 BOARD MEMBER KEAN: Second.

5 CHAIRMAN HURWITZ: And there was a
6 second. So discussion.

7 BOARD MEMBER BEBCHICK: So I would
8 like to make a motion to defer the project
9 so if the applicant wishes to get some
10 other feedback --

11 BOARD MEMBER ADLER: Is it a motion
12 to reconsider?

13 TOWN ATTORNEY: Let me say this. To
14 the extent that Mr. Bebchick is stating
15 what his intention would be if the motion
16 to reconsider is adopted, I don't see why
17 it's improper for him to make the comment.
18 It is two separate votes. First, you have
19 to vote to reconsider to bring it up in
20 front of you, at that point, when it's
21 open for discussion, you could make a
22 motion to defer.

23 CHAIRMAN HURWITZ: So that's what we
24 just did.

25 TOWN ATTORNEY: Well, you have to

1 vote on the motion to reconsider.

2 CHAIRMAN HURWITZ: So is there a vote
3 on the motion?

4 THE CLERK: Who second the motion?

5 CHAIRMAN HURWITZ: Wesley did.

6 So let's vote on the motion to
7 reconsider, so our fellow board member can
8 have the floor.

9 All in favor?

10 BOARD MEMBERS: Aye.

11 CHAIRMAN HURWITZ: Opposed?

12 BOARD MEMBER FRANKEL: Opposed.

13 CHAIRMAN HURWITZ: Jed opposes.

14 BOARD MEMBER BEBCHICK: I would like
15 to make a motion to defer the project if
16 the applicant wishes to come back given
17 the feedback and discussion today, I'm
18 happy to see this come back to us.

19 MR. AMSTER: Thank you, and I
20 appreciate the additional feedback. I did
21 consult with our client. I don't -- I
22 don't think at this point we're going to
23 be able to, you know, collectively address
24 all the comments in a way that works with
25 all of the efforts that have been taken so

1 far to address this very challenging
2 situation with the underground parking and
3 the marketing feasibility efforts that
4 they've already put in.

5 BOARD MEMBER BEBCHICK: We have a
6 motion, so can we address the motion?

7 CHAIRMAN HURWITZ: Well, we're making
8 a motion to defer a project that they
9 intend to come back on.

10 BOARD MEMBER BEBCHICK: That's my
11 motion, so...

12 THE CLERK: There is no second.

13 CHAIRMAN HURWITZ: Okay.

14 MR. AMSTER: We've heard you. And
15 if that motion fails, then I think that
16 your original vote --

17 CHAIRMAN HURWITZ: Great. Anyone
18 want to second or no? Okay. Great.
19 Thank you very much.

20 MR. AMSTER: Thank you all. I
21 appreciate it.

22 CHAIRMAN HURWITZ: Appreciate it.

23 TOWN ATTORNEY: I'm sorry, Mr. Chair,
24 I don't want to complicate this.

25 CHAIRMAN HURWITZ: No, no, please.

1 In view of the fact that you're not
2 going to consider, if you're not going to
3 follow the suggestions of Mr. Bebchick,
4 there at least needs to be a motion to
5 reaffirm your original vote.

6 CHAIRMAN HURWITZ: Okay.

7 BOARD MEMBER BEBCHICK: We have a
8 motion in place.

9 CHAIRMAN HURWITZ: No, you don't.
10 Your motion failed. So you'd like to make
11 another motion to reaffirm so we can get
12 -- so we can go home.

13 BOARD MEMBER BEBCHICK: A motion to
14 reaffirm the original --

15 BOARD MEMBER FRANKEL: I'll second.

16 CHAIRMAN HURWITZ: Jed second.

17 All in favor?

18 COLLECTIVELY: Aye.

19 CHAIRMAN HURWITZ: Opposed? Thank
20 you very much. Thank you.

21 TOWN ATTORNEY: I apologize, but I
22 need to call vote.

23 CHAIRMAN HURWITZ: It's 100% no.
24 Everyone no.

25 TOWN ATTORNEY: Everyone yes.

1 CHAIRMAN HURWITZ: Everyone yes.
2 Everyone reaffirmed. There was no
3 dissenting votes.

4 TOWN ATTORNEY: Thank you. Sorry.

5 CHAIRMAN HURWITZ: That was
6 definitely our most interesting agenda
7 item.

8 (Thereupon, Item 1 was concluded).
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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Lorena Ramos, National Registered Professional Reporter, do hereby certify that I was authorized to and did TRANSCRIBE the VIDEOTAPED proceeding held before the Bal Harbor Islands Design Review Board, held on the 7th day of June 2022; and that the foregoing transcript, pages 1 through 114, is a true record of the transcription of the VIDEOTAPED proceeding, to the best of my ability.

DATED this 06/15/2022 in the City of Miami, Miami-Dade County, Florida.

Lorena Ramos

LORENA RAMOS, COURT REPORTER

Registered Professional Reporter

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

To: Design Review Board (formerly Planning & Zoning Board)
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 31st, 2022

Subject: Site Development Plan Application – Revisions
La Baia North (formerly Royal House) Multi-Family Residential
9431 / 9461 / 9481 E. Bay Harbor Drive
Bay Harbor Islands Acct. No.: SPR22-000010
MMPA Acct. No. 01-0702-0961B

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the applicant's most recent revised plans dated May 18th, 2022, the applicant's listing of revisions, and our DRB staff report, and if found acceptable, as submitted or with modifications, **APPROVE** the revised Site Development Plans subject to any staff recommended conditions listed herein / other DRB conditions.

GENERAL PROJECT INFORMATION

Land Use Designation: MH – Medium-High Density Residential
Zoning District: RM-1 Multiple Family District
General Location: 9431 / 9461 / 9481 E. Bay Harbor Drive
Legal Description: Lots 6, 7 and 8 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.

PROJECT DESCRIPTION / HISTORY

On December 18th, 2012, an initial Site Development Plan approval was granted by the Town's Planning and Zoning Board (now Design Review Board (DRB)) for a 72 DU multiple-family complex (Res. No 1147-B). Over the summer of 2013 the developer at that time requested several modifications to the initial Site Development Plan. On August 20th, 2013, a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board (now DRB) also for a 72 DU multiple-family complex (Res. No. 1175). The project has received a number of Development Order

**La Baia North (formerly Royal House) Multi-Family Residential Development
Site Development Plan Petition – Revisions
Design Review Board (formerly Planning and Zoning Board) Staff Report
May 31st, 2022
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/ Permit approval timeframe extensions over the years (Town Code allowances up to 18 months / various state allowances due to COVID & natural disasters / FBC for BP) to timely submit / obtain building permits / begin construction. The allowable base zoning density of 34 DUA would allow 26 DU on the receiving site (.774 acres X 34 DUA = 26.34 or 26 DU). Based on the original 72 DU the developer would have been required to acquire 46 TDR units to proceed with the development. In 2016 an initial building permit application was filed with the Town. That initial building permit included only 65 DU - which was increased back to 72 DU in a revised 2019 building permit plan submission. To our knowledge there has been little / no additional work on former BP reviews since April 2019.

The same project architect, Revuelta Architecture International, as agent for the current property owner, Bay Harbor Property Owner 1, LLC, has submitted a revised Site Development Plan application to allow for the construction of a proposed fifty-seven (57) unit mid-rise residential development located at 9431 / 9461 / 9481 E. Bay Harbor Drive. The proposed now enlarged dwelling units range from 1,434 to 2,109 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned north / south on top of a one-story grade level parking garage structure. Two (2) driveway connections to E. Bay Harbor Drive are proposed. The southerly driveway is primarily an inbound driveway that forms a looped “drop-off area” in front of the building and connects internally to other driveways. This driveway connects to a two-way driveway located at the north end of the building that serves as the entry to the parking garage. Four (4) exterior guest / loading spaces are provided in the revised site design. On the building rooftop is a recreational facility with a swimming pool and expansive sundeck areas. The proposed new building is 8-stories in height (7 floors of residential over 1st floor lobby / common areas / parking garage @ max. 75-feet above BFE +1' FBC freeboard). The updated survey submitted indicates the lands are now vacant and cleared.

Previously there was a one-story residential complex at the northern end of the site (6 DU) with two (2) two-story residential buildings at the center (8 DU) and southern ends of the site (6 DU). The Town's 2006 Historic Structure Survey referred to the entire land area as the “Royale House” site; however, each site was known to have separate names – Lagoon Villas / Cameo / Somerset. The combined lot area is 33,750 square feet / .775 acres in size. This would allow a maximum of 26 dwelling units on the property at the maximum allowable base density (34 DUA). The developer is now proposing to build fifty-seven (57) residential units (74 DUA) which will require the developer to obtain 31 TDR units. Previously 2013 approval was 72 DU / 93.5 DUA. This would result in a net increase of 37 DU on the site (20 former DU – 57 new DU = 37 DU increase).

The adjoining development sites include: the 7-story London Towers complex to the south (46 DU / 59.4 DUA / 6 floors residential) over grade level parking / lobby / common use areas, and the 5-story Mansard complex to the south (8 DU / 30.8 DUA / 4 floors residential) over grade level parking / lobby / common use areas. This waterfront area of the Town is predominated by mid-rise residential complexes. The Town's Community Vision Master Plan identifies this area as being preferred for mid-rise residential complexes of 7+/- stories in height. Therefore, the existing and proposed development are deemed consistent with the Town's vision.

On March 11th, 2013, the Town Council approved a developer requested TDR sale of forty-six (46) Town-owned TDR units (Res. No. 1159). This would not be possible today as only up to 50% of an approved development's required TDR units can be obtained from the Town's limited public supply. This was one of the earlier Town TDR sales, and the Town became more “savvy” with sales

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agreement details later - the sales contract used for this transaction was not as restrictive as it is today (low deposit amount / tighter closing deadlines / cost of TDR units). The TDR contract called for the developer to deposit only \$10,000 into an escrow account at the developer's law firm at that time (Gray Robinson). The closing was not required until a building permit was ready to be issued. There is no termination date for non-performance of obtaining a building permit. MMPA recently contacted the Gray Robinson law firm to verify if they ever received the initial \$10,000 deposit and were still holding it – no response as yet. If the agreement is still deemed valid, as of this date the landowner does own or has the ability to acquire all of the necessary "development rights" to be issued a building permit. If the 2013 Town-owned acquisition was completed, they would have had enough base / TDR units to proceed (72 DU – 26 Base DU – 46 Public TDR DU). Based on 72 DU and the 2013 sales contract the Town will receive \$1,380,000 for its TDRs (\$30,000 per DU). FYI – the cost of acquiring waterfront TDR units from the Town today is substantially higher at \$75,000 per DU (\$3,450,000). If the quantity of DU in the revised project is reduced from 72 DU to 57 DU (15 less DU) as shown on the latest revised Site Development Plans, the cost to acquire the necessary TDR units could be lowered, since only 31 TDR units would be required (\$930,000 @ \$30,000 each). In the fall of 2016, the previous owners (Tauber) requested a revision to the original 2013 TDR sales agreement for less DU (65 DU which would require 39 TDR vs. 46 TDR units) and permission to transfer some of the other units to the Island House site; however, the Town denied this request.

On May 17th, 2021, this development site was sold to a new developer (The Continuum Co.). The new developer revisited the original design plans with the project architect (Revuelta International) in early 2022 and is now seeking permission for a number of Site Development Plan modifications to construct a 57 DU condo complex that is more family-oriented / luxurious (original complex was intended as a rental complex). Based on the 57 DU concept the developer has arrangements to acquire too many TDR units, which is prohibited (26 Base DU / 31 Public TDR units needed = 57 DU). A developer may only acquire those TDR units necessary to build an "approved" Site Development Plan (may not "bank" excess TDR units).

UNDERGROUND PARKING GARAGE / OFF-STREET PARKING ISSUE

Since 2019-20 the Town's new Bldg. Officials have realized / commented that this project (and several others) could not be built as originally designed, as it included an underground parking garage that is not permitted by either FEMA or the Florida Building Code, as it is deemed a "basement" that is prohibited in purely residential projects (different rules for mixed-use / commercial developments). The original 2012 Site Development Plan and revised 2013 Site Development Plan included an underground parking garage with 102 parking spaces (regular / tandem / lifts) that comprised the majority of the required parking spaces for that 72 DU development. The Town Code requires all required parking spaces to be constructed on the actual development site, but also allows parking to be constructed on nearby sites held under a Unity of Title, and the Town Code also allows payment into the Town's Parking Trust (last resort as the parking demand is at the site). Based on 57 DU a total of 114 parking spaces are now required per the Town's Off-Street Parking Code (2 per DU), which includes guest / ADA spaces. This loss of required parking spaces in the previous underground (basement) parking garage is very substantial to this development (and a few others previously approved by the Town). The new developer is proposing that all parking at this site be done via a 24 / 7 valet service. The new developer / Town have been working together in an attempt to avoid confrontation, provide sufficient on-site parking spaces, and provide for additional off-site parking accommodations to meet the Town Code minimum criteria and demand. Without the loss of additional DUs above the ground level (converting all or part of Level 2 to a parking garage) the

project architect has redesigned the project to remove the underground parking garage completely and reconfigure the grade level (Level 1) parking facilities (garage / outside) to provide 47 permanent parking spaces. The Town Code requires sites to have at least 40% of the required parking spaces on the site = 46 spaces. The developer hired a noted Transportation Engineering firm (David Plummer) to examine the revised development plan to study expected parking demand (# of spaces needed), their location, valet parking options, off-site parking options, and drop-off queuing (vehicle stacking) analysis to avoid negative impacts to the future residents and neighboring sites. The study indicates that 75 parking spaces should be adequate to serve this development, provided the recommended number of valet attendants (3) occurs at peak times. A valet parking plan is provided (Sheet A-601) indicating that up to 75 possible parking spaces could be provided at the site. The Town Code does not technically allow parking reductions for valet / ridesharing / Uber / etc. alternatives; therefore, we believe the Code required quantity of parking spaces is still required. The developer is aware of this and despite the engineer's analysis anticipates participating in the Town's Parking Trust. Since the 28 valet parking spaces cannot count (unless a Sec. 23-30(f) variation is approved) by the Town Council we believe this developer may have to purchase up to 67 parking spaces from the Town (67 spaces x \$20,000 = \$1,340,000), despite the availability of 75 on-site spaces (47 permanent + 28 valet = 75 spaces). The net deficiency would be 39 spaces in this case. A Town parking lot (26 spaces) is located nearby but used by others (95th Street Lot), as well as Town-owned on-street metered parking along several roadways in the "downtown" area. In 2021 a similarly designed / compromised multifamily complex (Island House / La Baia South) received approvals from the Town Council / DRB that allowed the developer to count the on-site valet parking spaces. If this project is allowed to be developed under the same scenario (counting both the permanent on-site spaces + valet spaces), that is granting credit for the valet parking spaces and buying into the Town's Parking Trust, a total of 39 parking spaces would be necessary at a cost of \$780,000 (39 spaces x \$20,000 each = \$780,000).

REVISIONS TO PREVIOUSLY APPROVED SITE DEVELOPMENT PLANS

MMPA notes that the revised Site Development Plans appear to be generally consistent with the overall building design approved by the PZB in 2013 (absent the parking related issues); however, some items have been altered slightly based on the rebranding / DU reconfiguration. Most of the changes do not appear to be related to any Building / Fire Code requirements. It is to be expected that on occasion Building Codes / Fire Codes require certain plan refinements; however, if conflicts occur, they are to be discussed and plan modifications / re-approvals may be necessary. Fire Department / Building Codes cannot force changes if they violate Zoning Code requirements.

Updated Town Code Section 5-23.1(c) states as follows:

"Subsequent to Design Review Board approval, if the proposed structure or project is not constructed in substantial conformity with the plan proposed and approved by the Design Review Board, no certificate of occupancy shall be issued, and a fine may be levied against a real property owner in an amount not to exceed \$250.00 per day per unit for each day of continued violation. And in the event that a certificate of occupancy has been issued previously, it shall be subject to revocation and no further occupancy shall be permitted until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. Provided further, in the event that occupancy is not

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discontinued, then a fine shall be levied in an amount up to of \$250.00 per day per unit for each day of continued occupancy until the proposed structure or project is brought into substantial conformity with the plan approved by the Design Review Board. The Town Manager, or their designee, may approve minor modifications to the final working plans and building permit plans that do not significantly alter the original design in order to meet building or fire codes, or other project refinements, provided the modifications do not conflict with any conditions of approval imposed by the Design Review Board or Town Council, and are otherwise in substantial conformity with the approved plans”.

MMPA finds that the latest revised site plan revisions meet the minimum Code requirements. The off-street parking situation is unique and could apply to a few other similarly designed sites (loss of underground parking garages).

BACKGROUND INFORMATION

The Town of Bay Harbor Islands completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 18+/- years. The former RE zoned lands located on waterfront lots were rezoned into the RM-1 District, while interior (non-waterfront lots) are zoned RM-2. The Town also adopted numerous other modifications to many other code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions, building design standards, landscaping and other provisions. The new revised submittal is in substantial conformance with the previously approved plan submission, other than the loss of the underground parking garage.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. Additional dwelling units may be acquired to increase density if approved by the Town Commission. Since the developer is now seeking to build 57 DU and only 26 are allowed by right, 31 additional TDR units must be acquired by the developer prior to construction commencing. In 2013 the Town Council approved the acquisition of the previously requested 46 TDR units, so if the quantity of DU is reduced, the proposed development would be consistent with the applicable FLUM designation of the property.

Land Development Regulations / Zoning Code –The property has a Zoning District classification of RM-1 Multiple Family Zoning District. The maximum building height allowed in this area is 75 feet (measured from BFE + 1' FBC to main roof deck). The proposed use of the property is consistent with this zoning classification; and due to the Town Council approval of the additional TDR units, the density is also (to be adjusted). The limited parking space issue / solutions must be approved by the DRB and Town Council; otherwise, this issue would not comply with the Town's land development / zoning regulations.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. A Unity of Title was required in 2013 as a condition of approval to legally tie the 3 lots together into one building site and has/is being finalized / recorded in the M-D public records.

BUILDING DESIGN / BREEZEWAY

Section 23-11(B1)(6) states that “a building may exceed 120 feet in length if breezeways divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings under 45 feet in height. The Design Review Board may modify the application of this requirement for townhouse developments or in instances where enhanced architecture articulation and detailing is provided on the building façade to break the massing of the building.” The Town previously approved the breezeway design for this development. The original 2013 and revised 2022 building design is so-called “South Florida Tropical Modern” with clean vertical and horizontal design elements and abundant use of glass. Extensive application of unit balconies is used. The original 2013 Site Development Plans included a 3-story open breezeway centered on the site. The revised 2022 Site Development Plan proposes to partially enclose the bottom 2 levels but keep the 3rd floor open breezeway. Town Staff cannot approve this administratively - the DRB will need to review this and determine if the proposed revision meets the intent of the Code (break up massing of larger buildings) and includes sufficient enhanced architectural features to serve as an alternative to the normally required open breezeway.

MMPA finds that all of the revised plan requests meet the minimum Code requirements, except the parking issue, and subject to the DRB approving the revised architecture design. The off-street parking situation is unique and could apply to a few other similarly designed sites (loss of underground parking garages). MMPA recommends the Design Review Board review the most recent revised plans (5/18/22) and, if found acceptable, **APPROVE** the revised Site Development Plan application subject to the Board finding:

- (1) A “breezeway” or “enhanced architecture” is required due to the length of the building. The original building design included a significant lower-level “breezeway” completely through the building. The revised 2022 plans show a partial enclosure of some of the previous breezeway area. Although the “breezeway” design does not fully meet the Code criteria MMPA feels the originally approved / revised design could be deemed to fulfill the Code’s purpose of breaking up the massing of larger buildings and should be considered favorably.
- (2) Due to the loss of the underground parking garage shown on the 2013 original Site Development Plan due to FEMA / FBC limitations, the developer is seeking approval to reconfigure the ground level building areas to accommodate 47 regular parking spaces when 114 parking spaces are required (41.2% of required parking spaces). In addition, a valet parking plan is proposed to include 28 parking spaces (66% of required parking spaces) for a total of 75 available on-site parking spaces. The Town Code does not have provisions to count undesignated / unmarked valet parking spaces to meet minimum requirements (2 per DU @ 8.5’ x 18’ specifically designated). Unless the Town approves a parking lot variation per Sec. 23-30(f) the valet parking spaces cannot count. If the valet parking spaces are not counted the developer needs to acquire 67 parking spaces in the Town’s Parking Trust ($47 + 67 = 114$). The developer is seeking to count the valet spaces and acquire only 39 parking spaces ($75 + 39 = 114$) in the Town’s Parking Trust. Available additional parking spaces to serve this development in near proximity to the site is not

guaranteed, as the 95th Street municipal parking lot (26 spaces in lot / street spaces), as other nearby under-parked development residents / park users also use this lot. The Town understands the developer's FEMA / FBC hardship, but in our opinion the building could be redesigned to include more internal parking on the 2nd floor, as others have done. Based on the engineering study submitted the Town could determine that adequate parking at the site will exist with the 75 parking spaces and the Town Parking Trust purchase is acceptable. Based on professional engineering standards (ITE) and by researching nearby municipal codes (av. 1.5 spaces per DU) MMPA believes 80-85+/- spaces could be adequate to serve the site, with few exceptions. The DRB / TC must determine if this situation is acceptable. If the DRB approves the revised plans, the developer is then allowed to approach the Town Council to seek approval to acquire parking spaces in the Town Parking Trust.

- (3) The proposed increased density (now 31 TDR Units) "fits" within the building envelope without alterations, and
- (4) Subject to any staff recommended conditions listed herein.

RIGHT-OF-WAY, ACCESS DESCRIPTION AND PARKING

As stated above, the revised Site Development Plan depicts access to the site from East Bay Harbor Drive via two (2) driveway connections. The southernmost driveway is an inbound driveway (23 feet in width) that forms a looped "drop-off area" in front of the building and connects internally to the northern two-way driveway. The northern driveway leads to the now grade level parking garage. The Town requires at least 23 feet width of pavement for 2-way driveways and 12 feet width of pavement for one-way driveways, which the plan meets. As stated above, one hundred fourteen (114) parking spaces are required for 57 DU (2 per DU). Due to the loss of the previous underground parking garage via FEMA / FBC limitations the site design has been modified to include only 47 regular parking spaces within the grade level parking garage and exterior spaces. The developer is proposing the use of 28 valet spaces - not in designated spaces - on the site as well (in garage). While additional parking spaces could be added on upper floors of the building / other parking arrangements the developer is seeking (1) approval for using a valet service for some parking spaces by fitting 28 valet spaces into the garage, and (2) purchasing the remaining 39 parking spaces in the Town's Parking Trust. This arrangement must be approved by the DRB and Town Council; otherwise, the Site Development Plan must be redesigned. The Code requires that at least 40% of the required number of parking spaces be on-site, but the Town has never allowed that few. The Town previously granted four (4) Town Parking Trust requests - 3 commercial projects (Grand Bch. Hotel = 21 / Monarch Hotel = 44 / 1177 KC MXD = varies based on need) and the aforementioned La Baia South multifamily project (formerly Island House) = 39 spaces.

TRANSFER OF DEVELOPMENT RIGHT (TDR) ANALYSIS

The process of TDR allocation is discretionary on the part of the Town. The TDR system was established in 2004 with the consent of the state planning agency, due to problems with existing development characteristics, density limits errors in the 1989 Comprehensive Plan and desired development scale / types by the community. The TDR system ensures that all sites can be developed to at least the base density (34 DUA) but additional density can be allocated if found acceptable in design and compatibility. Over 1/3 of the existing multi-family development sites in

the Town exceed the 34 DUA base density limit. As noted above several adjoining or nearby developments exceed the base density too. There is a limited amount of TDR units available (Town / private). Since the Planning and Zoning Code establishes the maximum building envelope (height / setbacks / parking spaces / open space) it is incumbent on the developer / designers to keep within the regulatory framework to provide for the number of dwelling units requested and convince the Town Council / Design Review Board that the building is attractive and not congested. In our opinion, this revised site design meets all Code requirements, is self-contained, and does not appear to increase the building volume, but it is up to the Town to decide.

BUILDING DESIGN / BREEZEWAY

Section 23-11(B1)(6) states that “a building may exceed 120 feet in length if breezeways divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings under 45 feet in height. The Design Review Board may modify the application of this requirement for townhouse developments or in instances where enhanced architecture articulation and detailing is provided on the building façade to break the massing of the building.” The Town previously approved the breezeway design for this development. The applicant is seeking a significant change to the breezeway design.

The building design is contemporary modern with clean vertical and horizontal design elements and abundant use of glass. The building exterior façade is articulated with portions extended / recessed to break up the façade. Extensive use of unit balconies is used – revisions are proposed. On each sheet of the new revised plans a “2013 Approved Plan” compared to the “2022 New Proposal” plans are included with a numbered identification for each requested change.

A Design Review Board (previously Planning & Zoning Board) land development approval procedure was instituted in the Town in 1972. The Town Council was originally designated the Planning & Zoning Board and met in that capacity approving land development applications for 33+/- years. In April of 2005 the Town Council modified the Code to create a separate Design Review Committee / Planning & Zoning Board composed of architects, other design professionals and citizens instead of the Town Council. When this change occurred all site plan approval authority passed to the Planning & Zoning Board. Code amendments were adopted (2012) to clarify the Planning & Zoning Board's site plan approval authority and “breezeway” determination authority. The Town Council retained the authority to allocate TDR units if they feel it is proper. Since 2005 the previous Design Review Committee / changed to the Planning & Zoning Board have considered and approved numerous development applications, including deciding that an actual physical breezeway (building break) was required / not required as the building design had provided enhanced architecture. The intent of the Code section has always been to break-up large building masses. On November 30th, 2021, the Planning & Zoning Board name was changed to the Design Review Board (DRB) and some duties / functions / review criteria was modified / updated.

SUMMARY / SUGGESTED CONDITIONS OF APPROVAL / SITE PLAN COMMENTS

MMPA finds that the requested 2022 revised plan request meets the minimum Town's Code requirements, except for the off-site parking issue. The off-street parking situation is unique and could apply to a few other similarly designed sites (loss of underground parking garages). MMPA recommends the Design Review Board (DRB) review the latest revised plans (May 2022) and, if found acceptable, **APPROVE** the revised Site Development Plan application with the conditions listed below, and/or with other conditions deemed appropriate:

Following are suggested conditions of approval and/or comments on the latest revised plans received by the Town dated May 18th, 2022 submitted to the Town for consideration:

- 1) This approval is based on the revised Site Development Plans prepared by Revuelta International Architecture received by the Town dated May 18th, 2022. Any substantial changes may require separate approvals from either staff and/or the Planning and Zoning Board as specified in the Code.
- 2) All of the original conditions of approval listed in the Town's 2013 Site Development Plan approval (Resolution No. 1175) shall remain in full force and affect, unless modified herein.
- 3) The Town Council previously approved 46 TDR units for this site (all 46 public DU) which would allow up to 72 DU. Since 57 total DU are now proposed MMPA suggests that only 31 of the Town TDR units be sold (15 public TDR units returned), if approved by the Town Council.
- 4) This approval is based on the Design Review Board and Town Council agreeing to the applicant's proposed modified off-street parking design request as allowed by Sec. 23-30(f). Due to FEMA / FBC limitations a previously proposed underground parking garage cannot be built, which contained a majority of the required parking spaces for the original complex. Although the quantity of dwelling units is being reduced from 72 DU to 57 DU, which would require at least 114 parking spaces on the site, the proposed revised Site Development Plan contains only 47 permanent parking spaces (41%). All parking for the complex is proposed by the developer as valet only (no self-parking). An additional 28 valet parking spaces are proposed at the complex for a total of 75 functional parking spaces (66%) - some minor adjustment may be required by Bldg. Dept. The developer provided an engineering study finding that 75 parking spaces should be adequate to this development, and sufficient queuing for the proposed valet service will be available with 3 valet attendants during peak times. The Town Code does not have a mechanism to automatically count valet parking spaces, as they can change if the valet service ceases. The developer is seeking to purchase the remaining permanent parking spaces from the Town Parking Trust (either 39 spaces @ \$20,000 each = \$780,000 if the valet spaces can count / or 67 spaces @ \$20,000 each = \$1,340,000) if the valet spaces do not count. This revised Site Development Plan approval is based on the Town approving this parking arrangement; otherwise, the project design will need to be modified to include additional parking spaces within the site to meet Code or as agreed to otherwise.

- 5) If the Town approves the revised Sited Development Plan with more limited on-site parking, so that nearby sites are not negatively affected by this situation, no parking from the Royal House / La Baia North project shall park in any perpendicular parking spaces along the streets, other complex parking lots without an analysis of the impacts and consent of the Town. Further, there shall be no queuing / stacking of vehicles within East Bay Harbor Drive that would block through traffic flows on that roadway. If this occurs, the Town Manager may request modifications to the project parking operations and agreements to address the issue.

RESIDENTIAL DENSITY
FROM CURRENTLY
APPROVED 72 DWELLING
UNITS TO 57 UNITS

**SUMMARY OF PROPOSED
ARCHITECTURAL
MODIFICATIONS**

1. UNDERGROUND PARKING -
REMOVED
2. LARGER EQUIPMENT ROOMS
ENCLOSURE
3. ACCESSIBLE WALKWAY - CODE
REQUIRED TO CONNECT LOBBY
WITH RIGHT OF WAY (SLOPE 5%)
EGRESS WALKWAY REQUESTED
BY FIRE DEPARTMENT
4. LOCATION OF FPL TRANSFORMER
AND SWITCH PADS
5. NEW LOUVER REQUIRED FOR AIR-
INTAKE TO EMERGENCY
GENERATOR, PAINTED IN SAME
COLOR OF ADJACENT WALLS.
6. VERTICAL COMPOSED WOOD SLAT
PANELING
7. LOUVERS FOR PARKING
VENTILATION/IN-TAKE
8. NEW BREEZEWAY TERRACE
9. NEW LANDSCAPE DESIGN
10. NEW STEPPING-BREEZEWAY
FRAME
11. REVISED DROP OFF AND
EXTERIOR PARKING
REDESIGNED LANDSCAPE
12. VERTICAL STUCCO/PAINTED
BUILDING FRAMES
13. REVISED RAILING DESIGN. 2
TYPES: ONE WITH ALUMINUM AT
THE BOTTOM AND GLASS ON TOP,
AND OTHER WITH FULL GLASS.
14. FLOOD VENT LOCATION. G.C TO
PROVIDE SHOP DRAWINGS AND
CALCULATIONS FOR A/E REVIEW
15. NEW COMMUNAL ROOM
16. RELOCATED LOBBY
17. NEW PASSENGER ELEVATOR

LA BAI A NORTH

9461 EAST BAY HARBOR DR
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information

CONTINUUM LLC

9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.901.8181

Consultant

Designed by Luis O.

DN

5. INFO@lavista.com;
2. Info@Revista

RESOLUTION NO. 1175

**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 ROYAL HOUSE PROJECT.**

WHEREAS, on November 20, 2012, Royale Club Towers, LLC ("Applicant"), filed an application for Site Plan approval for a 72-unit condominium building, with one (1) story of below grade parking, and seven (7) stories of habitable units (the "Royal House Project") located at 9431/9461/9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7 and 8 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 December 18, 2012, the Town's Planning and Zoning Board approved the Site Plan for the Royal House Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Town's Code of Ordinances with certain conditions.

WHEREAS, The Town's Planning and Zoning Board's December 18, 2012 approval with conditions was codified as Resolution No. 1147-B;

WHEREAS, on or about August 13, 2013, the Applicant submitted an amended site plan for the Royal House Project ("Amended Site Plan");

WHEREAS, on August 20, 2013, the Town's Planning and Zoning Board approved the Amended Site Plan for the Royal 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 Amended Site Plan for the Royal House Project is consistent with the criteria in Sections of 5-23.1 and 23-11(B1)(6) and approves the Amended Site Plan titled Royal House, dated August 13, 2013, 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 revised Site Development Plans dated August 13th, 2013. Any changes 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 Royal House 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. If mitigation is required an agreement/payment must be finalized prior to the issuance of building permits.

- C. The Royal House Project is required to obtain 46 TDR dwelling units prior to the issuance of a building permit, and the TDR's must be approved by the Town Council.
- D. Prior to the issuance of a building permit, approval by the Town Manager and recordation by the Applicant in the Public Records of Miami-Dade County of a Unity of Title, or Covenant in Lieu of Unity of Title, binding the Property together as one plot of land.
- E. 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.
- F. The existing overhead power lines adjoining the site shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant.
- G. The plans show pedestrian walkways on both the north and south sides of the building from the front yard parking area to the area near the Indian Creek Waterway. The pedestrian walkways shall be restricted to only residents and their guests.

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 and ADOPTED this 20th day of August, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____

Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

April 27, 2022

Mr. Ian Bruce Eichner
Bay Harbour Islands Property Own I, LLC
c/o The Continuum Company LLC
49 West 23 Street, 4 Floor
New York, NY 10010

RE: La Baia North Traffic Statement - #21258

Dear Mr. Eichner,

The proposed project is located at 9461 E. Bay Harbor Drive in Bay Harbor Islands, Florida (See Attachment A for the site plan). The project is proposing a residential building with 57 units. The project is providing 43 interior parking spaces and four exterior parking spaces for a total of 47 spaces. The project parking will be all valet, therefore by utilizing all the available space in the parking area, the project can accommodate 28 additional spaces. Access to the valet drop-off / pick-up area will be provided along E. Bay Harbor Drive, just south of the valet parking entrance.

Parking Analysis

A parking analysis was conducted for the project to determine if the proposed number of parking spaces (75) is sufficient to satisfy the anticipated peak parking demand. To determine the required number of parking spaces, data from the Institute of Transportation Engineers (ITE), **Parking Generation, 5th Edition** was obtained. Parking requirement from several municipalities in South Florida were also researched to compare them against the requirements from the Town of Bay Harbor Islands.

A parking calculation for the proposed project was performed using the parking rates published by ITE, for the cities of North Miami Beach, North Bay Village, and Sunny Isles Beach. Exhibit 1 shows the results of the parking analysis.

Exhibit 1 Parking Analysis

Land Use	Units	Bay Harbor Islands		ITE		North Bay Village		North Miami Beach		Sunny Isles Beach	
		Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required
Residential (1 Bdr/Studio)	0 Dwelling Units	2	0	1.47	0	1.5	0	1.5	0	1.5	0
Residential (2 Bdr)	27 Dwelling Units	2	54	1.47	40	1.5	41	1.5	41	1.5	41
Residential (3 or more Bdr)	30 Dwelling Units	2	60	1.47	44	1.5	45	2	60	1.5	45
Residential - Visitors	57 Dwelling Units	0	0	0	0	0.1	6	0	0	0.05	3
Total		114		84		92		101		89	

The results of the parking analysis show that based on parking rates published by ITE, the project will require 84 parking spaces. The analysis also shows that the residential parking requirement from the Town of Bay Harbor Islands is on average 24% higher than those required by similar municipalities in South Florida. It should be noted that the ITE rates are based on actual parking demand by the individual land uses.

Parking rates assume 100% occupancy for all land uses. It is understood that an additional 10% - 20% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. This will reduce the parking requirement for the project to 91 parking spaces based on the Town's rate and 67 parking spaces based on ITE rates.

Parking Reduction Strategies

Ride-sharing - Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in

metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G). The use of transit is another effective way to reduce the need for off-street parking.

Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveway. (Trip generation worksheets are available in Attachment B.)

The US Census Bureau provides data on other means of transportation. Census survey data shows a 6.2% use of other modes of transportation (2.3% public transportation and 3.9% walking) for Census tract 38.01. A 6.2% reduction factor was used in the study to account for other modes of transportation. Trip generation calculations were performed for a typical weekday, as well as, AM

and PM peak hours of the adjacent street (see Attachment B). The proposed project trip generation calculations are summarized in Exhibit 2.

Exhibit 2
Project Trip Generation Summary

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

Valet Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the valet drop-off / pick-up area during the AM peak hour of the adjacent street (worst case scenario) so that the queue does not extend past the project entrance (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The potential queue was calculated based on the peak hour traffic published by the Institute of Transportation Engineers (ITE) trip generation rates and/or equations for the proposed land use. The peak of the adjacent street (worst case scenario) was used for the purpose of calculating the expected queue. The proposed AM and PM peak of generator trip generation is summarized in Exhibit 3. Support documentation is provided in Attachment C.

Exhibit 3
Project Peak Hour Trip Generation

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{\text{Average Demand Rate}}{\text{Average Service Rate}}$$

The average service rate corresponds to the time it will take a valet attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left\lceil \frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right\rceil - 1$$

In this equation, $P(x > M)$ is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the valet attendant to circulate to the parking space (**driving time**), the time it will take the valet to maneuver into the parking space (**park processing time**), and the time it will take the valet attendant to walk to/from the parking area (**walking time**).

A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated on a speed of 15 mph, and the walking time for the valet attendant was calculated on a jogging speed of 5 ft / sec. Since the distance from the valet drop-off / pick-up area differs for inbound and outbound trips, a weighted average was taken of the inbound / outbound valet processing times. The weighted average was based on the inbound / outbound trip distribution, which is 16% inbound and 84% outbound. The valet processing rate for the standard parking can be seen in Exhibit 4.

Exhibit 4

Standard Parking Processing Rate

Valet Drop-off / Pick-up

Valet Time (Inbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Valet Time (Outbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Weighted (Standard Parking) Valet Time

<i>16% Inbound:</i>	$0.16 * 3.14 \text{ min} = 0.50 \text{ min}$
<i>84% Outbound:</i>	$0.84 * 3.14 \text{ min} = 2.64 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

An iterative approach was used to determine the minimum number of valet attendants required during the AM peak hour of the adjacent street (worst case scenario) to serve both the entering and exiting vehicles that will ensure that the average queue at the valet station will not extend past the provided valet storage. Exhibit 5 shows the calculations for the inbound / outbound valet (drop-off / pick-up area) during the AM peak hour.

Exhibit 5

Valet Station Queuing Calculations

$$Q = \text{Processing rate} = \frac{60 \text{ min/hr}}{3.14 \text{ min/process}} = 19.11 \text{ process/hr}$$

$$q = \text{Demand Rate} = 19 \frac{\text{veh}}{\text{hr}}$$

$$N = \text{Service Positions} = 3 \text{ Attendants}$$

$$\rho = \text{Utilization factor} = \frac{q}{(NQ)} = \frac{19 \text{ veh/hr}}{3 \times 19.11 \text{ process/hr}} = 0.3314$$

$$Q_m = \text{Table Value} = 0.0923$$

$$M = \text{queue length which is exceeded 5\% of the time } [P(x>M)]$$

$$M = \frac{\ln P(x>M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0923)}{\ln(0.3314)} - 1 = -0.44 \text{ say, no vehicles on queue}$$

The results of the analysis show that a total of 3 valet attendants would be able to handle the demand during the AM peak hour of the adjacent street (worst case scenario) at the valet station with an average of no vehicles on queue. Based on the site plan, the valet station has approximately 110 feet of storage; this distance is enough to accommodate five vehicles in the queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hours to make sure that the queue does not spill onto the public right-of-way or interferes with site operations. Once operational, the development can assess the actual need for valet attendants at different times of the day.

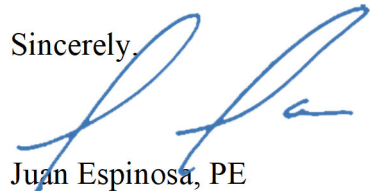
Conclusions

Based on the parking generation analysis, comparison of parking rates from other municipalities, seasonal vacancies, transit availability, and walking/bicycling opportunities it is our professional opinion that the 75 parking spaces provided by the project should satisfy their parking demand.

The results of the valet analysis show that a total of 3 valet attendants would be able to handle the demand at the drop-off / pick-up area during the AM peak of the adjacent street (worst case scenario) with an average of no vehicles on queue. It is also our professional opinion that the operations of the valet station, will not have an adverse impact on the operations of E Bay Harbor Drive.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Espinosa', is written over the word 'Sincerely,'.

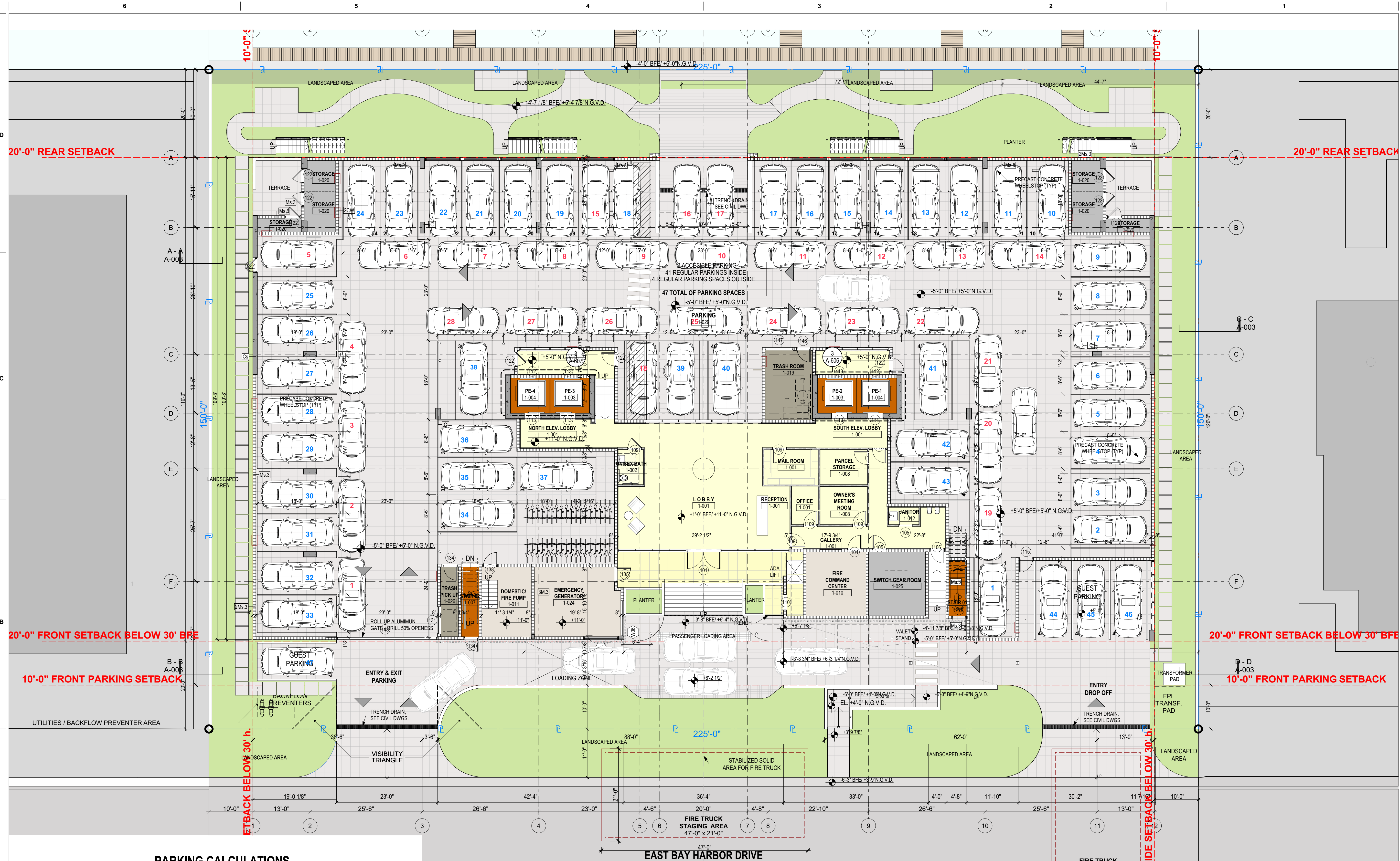
Juan Espinosa, PE
Vice-President – Transportation

w:\21\21258\la baia north\la baia north traffic letter_april 2022.docx

Attachment A

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NOT FOR CONSTRUCTION



PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"

EL. +11'-0" N.G.V.D.

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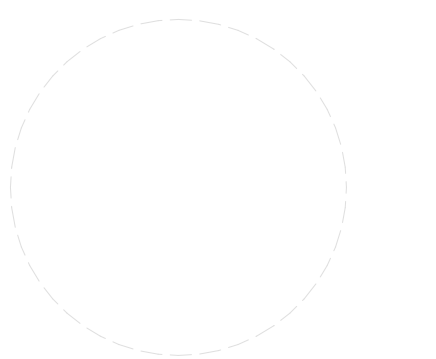
Project

LA BAJA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant



Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
LOBBY LEVEL - FLOOR PLAN

Sheet No.

.1

Attachment B

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

COMMUTING CHARACTERISTICS BY SEX

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 38.01, Miami-Dade County, Florida				
		Total	Male	Female
Label	Estimate	Estimate	Estimate	
✓ Workers 16 years and over	2,726	1,389	1,337	
✓ MEANS OF TRANSPORTATION TO WORK				
✓ Car, truck, or van	82.8%	89.7%	75.6%	
Drove alone	71.5%	85.6%	56.9%	
✓ Carpooled	11.3%	4.1%	18.7%	
In 2-person carpool	11.3%	4.1%	18.7%	
In 3-person carpool	0.0%	0.0%	0.0%	
In 4-or-more person carpool	0.0%	0.0%	0.0%	
Workers per car, truck, or van	1.07	1.02	1.14	
Public transportation (excluding taxicab)	2.3%	3.4%	1.1%	
Walked	3.9%	1.9%	5.9%	
Bicycle	0.0%	0.0%	0.0%	
Taxicab, motorcycle, or other means	0.5%	0.0%	1.0%	
Worked from home	10.6%	5.0%	16.4%	
> PLACE OF WORK				
> Workers 16 years and over who did not work from home	2,438	1,320	1,118	
> VEHICLE AVAILABLE				

Table Notes

COMMUTING CHARACTERISTICS BY SEX

Survey/Program: American Community Survey
Year: 2019
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: [Change to Means of Transportation](#).

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Attachment C

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
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Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8-9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right] - 1$$

where:

M = queue length which is exceeded p percent of the time

N = number of service channels (drive-in positions)

Q = service rate per channel (vehicles per hour)

$\rho = \frac{\text{demand rate}}{\text{service rate}} = \frac{q}{NQ}$ = utilization factor

q = demand rate on the system (vehicles per hour)

Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$$\rho = \frac{q}{NQ} = \frac{\text{arrival rate, total}}{(\text{number of channels})(\text{service rate per channel})}$$

N = number of channels (service positions)

Solution

Step 1: $Q = \frac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3 \text{ services per hour}$

Step 2: $q = (110 \text{ veh/45 min}) \times (60 \text{ min/hr}) = 146.7 \text{ vehicles per hour}$

Step 3: $\rho = \frac{q}{NQ} = \frac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M , being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956} \right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110} \right] - 1$$

$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$

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A-101.2	-SITE PLAN - NEW PROPOSAL
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A-107.1	-SEVENTH LEVEL - PREVIOUSLY APPROVAL
A-107.2	-SEVENTH LEVEL - NEW PROPOSAL
A-108.1	-EIGHTH LEVEL - PREVIOUSLY APPROVAL
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L100	- GROUND MATERIALS
L101 i	- GROUND ILLUSTRATIVE CANOPY
L101	- GROUND CANOPY
L101 p	- GROUND CANOPY PLANT BOARD
L102 i	- GROUND UNDERSTORY ILLUSTRATIVE
L102	- GROUND UNDERSTORY
L102 p	- GROUND UNDERSTORU PLANT BOARD
L103	- GROUND SCHEDULE, NOTES AND SPECIFICATIONS
L104	- GROUND LANDSCAPE LEGEND COMPARISON
L105	- LEVEL 3 UNDERSTORY
L106	- ROOF MATERIALS
L107 i	- ROOF ILLUSTRATIVE CANOPY
L107	- ROOF CANOPY
L107 p	- ROOF CANOPY PLANT BOARD
L108 i	- ROOF UNDERSTORY ILLUSTRATIVE
L108	- ROOF UNDERSTORY
L108 p	- ROOF UNDERSTORY PLANT BOARD
L109	- SCHEDULE, NOTES AND SPECIFICATIONS
L110	- ILLUSTRATIVE WEST ELEVATION (FRONT)
L111	- ILLUSTRATIVE EAST ELEVATION (REAR)
LR01	- LANDSCAPE RENDERING FRONT
LR02	- LANDSCAPE RENDERING REAR
LR03	- LANDSCAPE RENDERING ROOF 1
LR04	- LANDSCAPE RENDERING ROOF 2
L101-PA	- GROUND LANDSCAPE PREVIOUSLY APPROVED
L107-PA	- ROOF LANDSCAPE PREVIOUSLY APPROVED

LA BAIA NORTH

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DEVELOPED BY

CONTINUUM LLC
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BAY HARBOUR ISLANDS, FL. 33154

ARCHITECT

REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

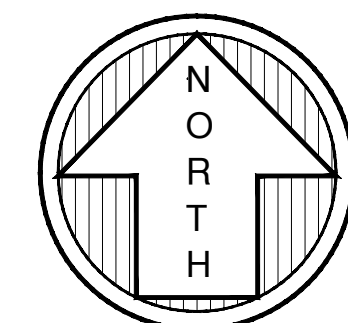
REVISION TO CURRENTLY APPROVED SITE PLAN
APRIL 28, 2022

9461 EAST BAY HARBOR DR.



Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

- This site lies in Section 27, Township 52 South, Range 42 East, Town of Bay Harbor Islands, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S02°15'40"E for the East Right of Way line of East Bay Harbor Drive.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Benchmark No. S-243, Elevation +11.77' Located in at 36th Street and Bal Bay Drive.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 9 & 10) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 1208600144L, for Community No. 120637, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 33,750 square feet, or 0.775 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- Trees shown are surveyed for their horizontal location and/or size. Identification and/or name verification of all trees should be confirmed by the Division of Forestry, a certified Arborist or a professional in that field.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities. This firm recommends that the underground utilities should be field verified prior to any new construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.
- Location of utilities existing on or serving the surveyed property as determined by: observed evidence collected pursuant to Section 5.E.iv. PER ALTA/NSPS.
- There is no visible observed evidence of the site being used as a solid waste dump, dump or sanitary landfill.
- There is no visible evidence or knowledge of any location of wetlands, as delineated by the proper authorities.



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



TREE NUMBER	COMMON NAME	D.B.H. (INCHES)	HEIGHT (FEET)	SPREAD (FEET)
2412	CABBAGE PALM	15	30	18
2439	CABBAGE PALM	22	20	12

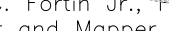
	= CATCH BASIN		= OVERHEAD UTILITY WIRE
	= CATCH BASIN INLET		= CHAIN LINK FENCE
	= MANHOLE		= LIMITED ACCESS RIGHT-OF-WAY LINE
	= LIGHT POLE		= 0.5' CURB
	= WATER METER		= 2.00' CURBS & GUTTERS
	= WATER VALVE		= WALL
	= UTILITY POLE		= ELEVATION
	= RISER		= INVERT
	= FIRE HYDRANT		= BOTTOM OF STRUCTURE
	= MANHOLE		= TOP OF BAFFLE
	= SEWER/GAS VALVE		= PLAT BOOK PG. = PAGE
	= MANHOLE		= CONCRETE
	= MANHOLE		= ASPHALT PAVEMENT
	= WELL		= RIGHT-OF-WAY
	= WELL		= CENTER LINE
	= DRAIN		= MONUMENT LINE
	= GRADE ELEVATION		= SIGN
	= BOLLARD		

— *E — = ELECTRIC LINES
 — *T — = COMMUNICATION LINES
 — SAN — = SANITARY LINES
 — WAT — = WATER LINES
 — STORM — = STORM DRAIN LINES

This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on August 17, 2021, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. The fieldwork was completed on September 16, 2021.

Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below

FORTIN, LEAVY, SKILES, INC., LB3653

By:  Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435

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ou=A01410D0000017402A2BF420004295B,
cn=Daniel C Fortin
Date: 2021.10.11 16:11:11 -04'00'

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CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 000033653
180 Northeast 168th Street / North Miami Beach, Florida 33162

ALTA/NSPS LAND TITLE SURVEY
9431, 9461 & 9481 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE, FLORIDA

Original Date	8/17/21
Scale	1" = 20'
Drawn By	KTF
CAD No.	210611
Plotted	8/23/21 1:27p
Ref. Dwg.	2021-036
Field Book	F.L.D. SHEET-RL
Job No.	210611
Dwg. No.	2021-088



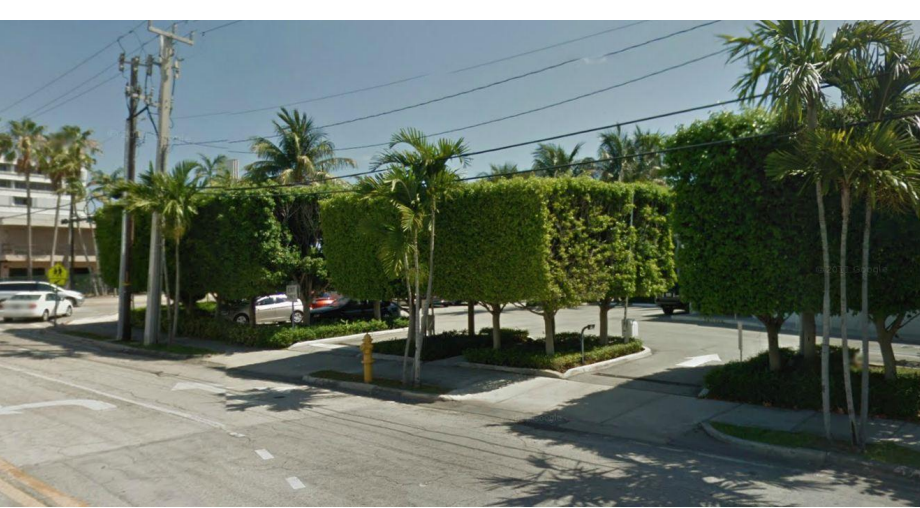
MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
2 STORY



OFFICE, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



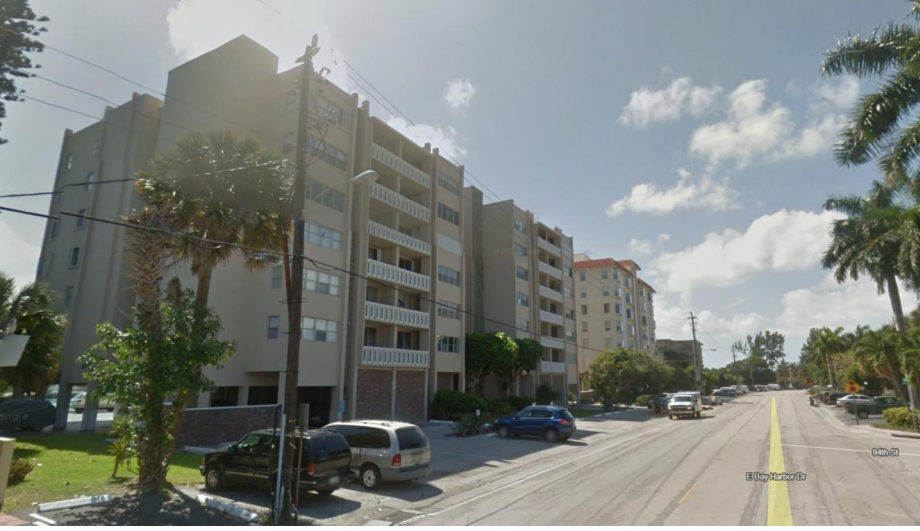
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FLUM: MEDIUM HIGH DENSITY
2 STORY



COMMERCIAL, BUSINESS DISTRICT
FLUM: COMMERCIAL
1 STORY



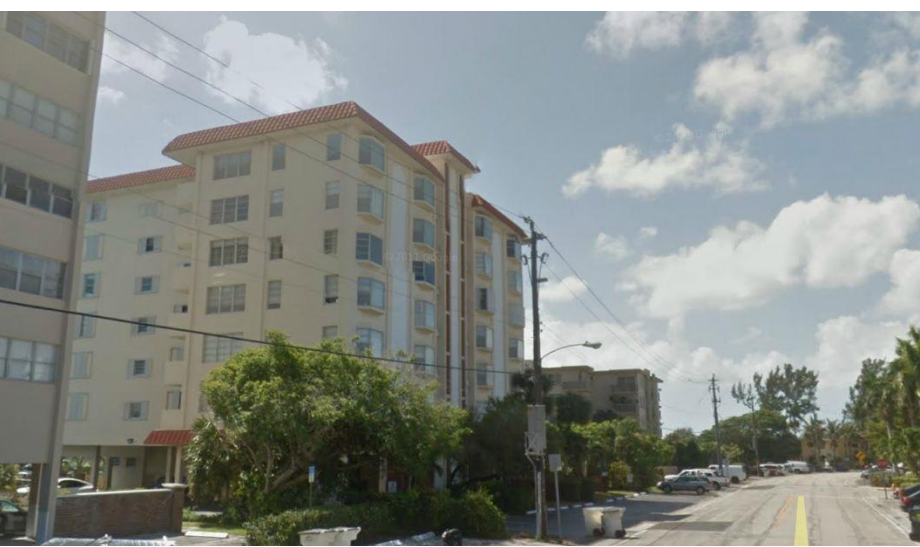
MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



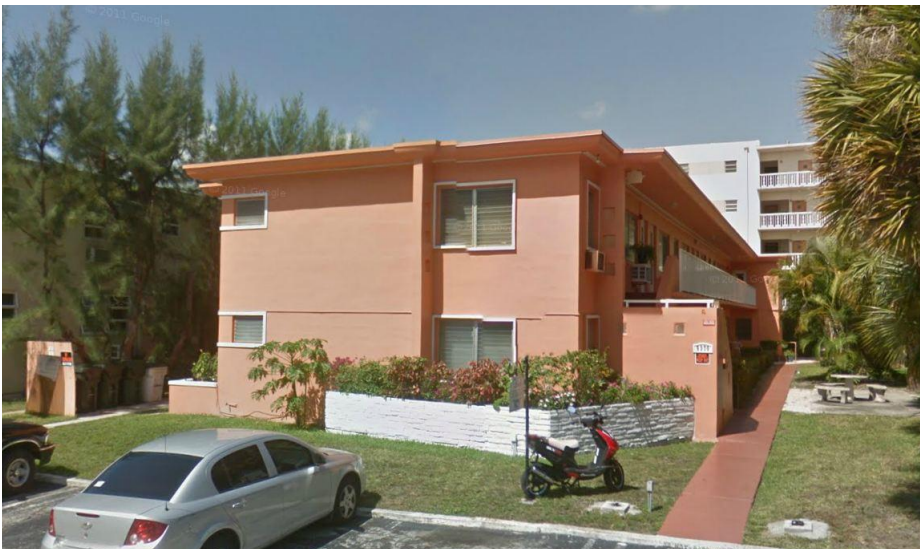
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
3 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



LAND USE PLAN DESIGNATION

NOT TO SCALE

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Project

LA BAJA NORTH

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BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information

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Consultant

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SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

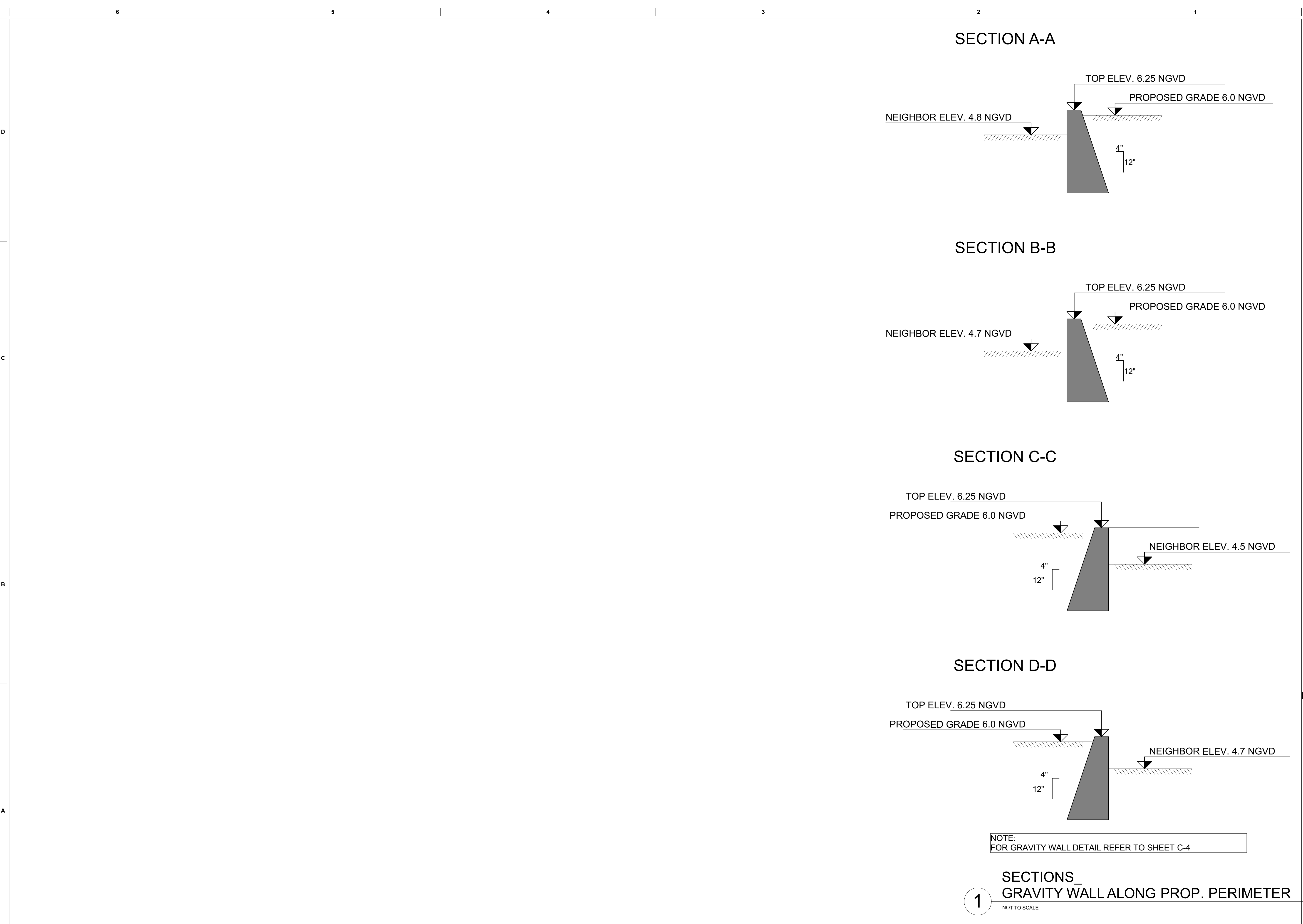
CONTEXT STUDY

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A-002

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Date
04.21.22

Scale
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Project No.
2202

Sheet Name

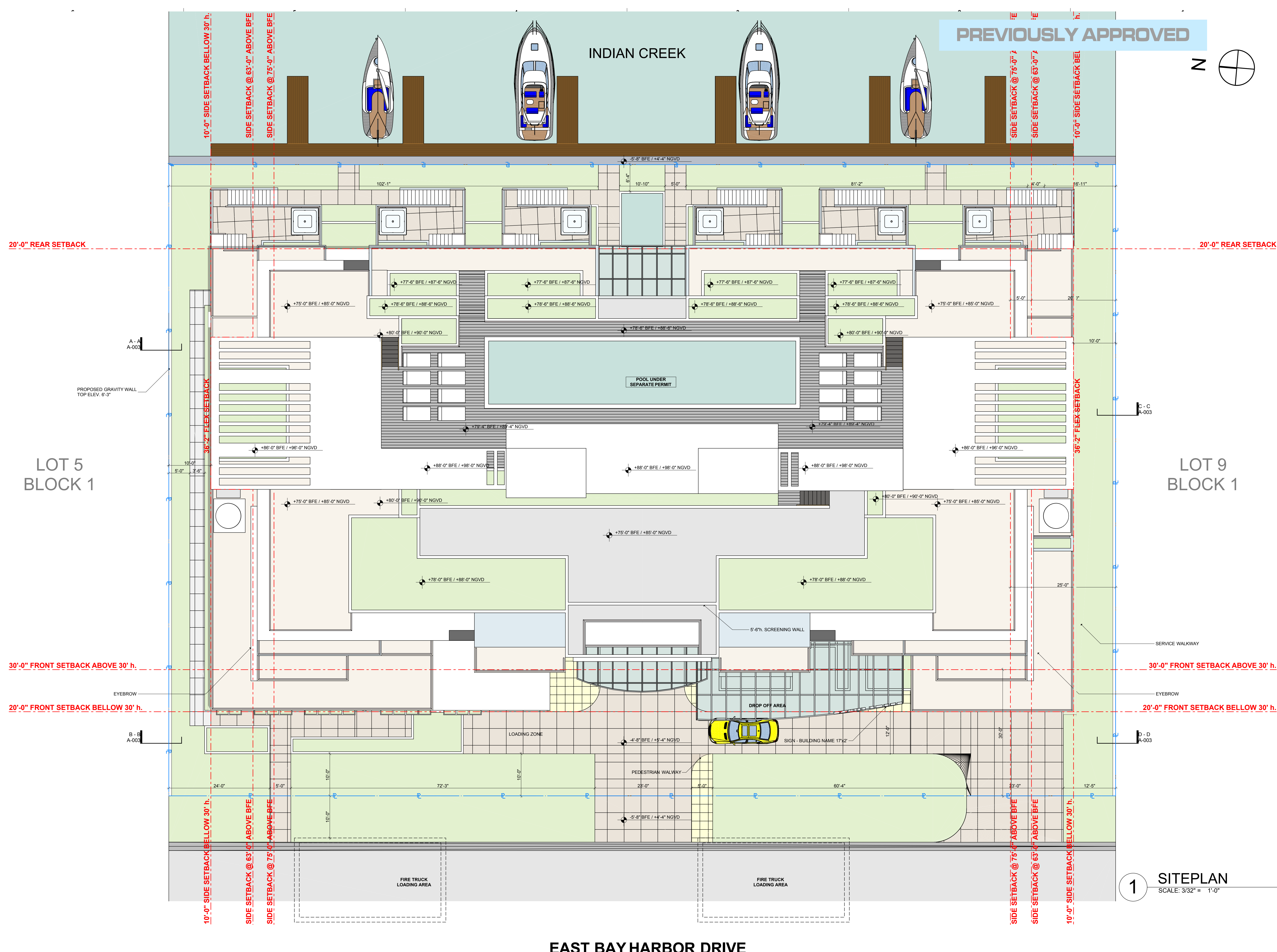
PERIMETER SECTIONS

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A-003

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SITE PLAN REVISION

Date
04.21.22

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Project No.
2202

Sheet Name
SITE PLAN

Sheet No.
A-101.1



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2202

Sheet Name

SITE PLAN

Sheet No.

A-101.2



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22

Scale
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2202

Sheet Name

SUB-T LEVEL_NEW
PROPOSAL

Sheet No.

A-102.2

SCALE: 3/32" = 1'-0"

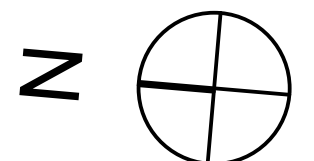
0 8' 16' 24'

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STREET LVL. -5'-8" BFE / 4'-4" N.G.V.D
PARKING LVL. -16'-0" BFE / -6'-0" N.G.V.D



PREVIOUSLY APPROVED



1 FIRST LEVEL
SCALE: 3/32" = 1'-0"
STREET LV. -5'-8" BFE / 4'-4" N.G.V.D
PARKING LV. -3'-4" BFE / 6'-8" N.G.V.D

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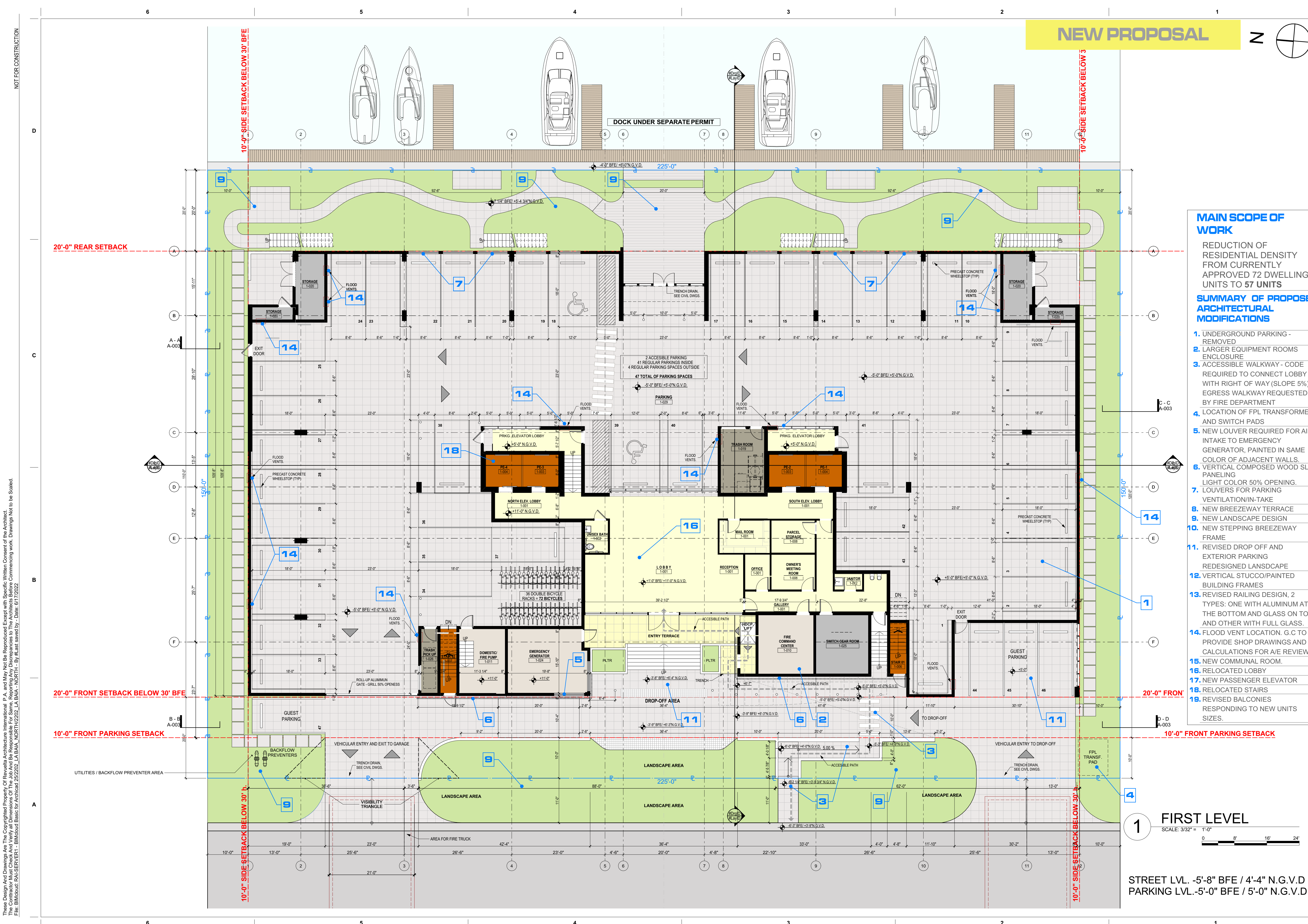
Project No.
2202

Sheet Name
FIRST LEVEL

Sheet No.

A-103.1

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MAIN SCOPE OF WORK

REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

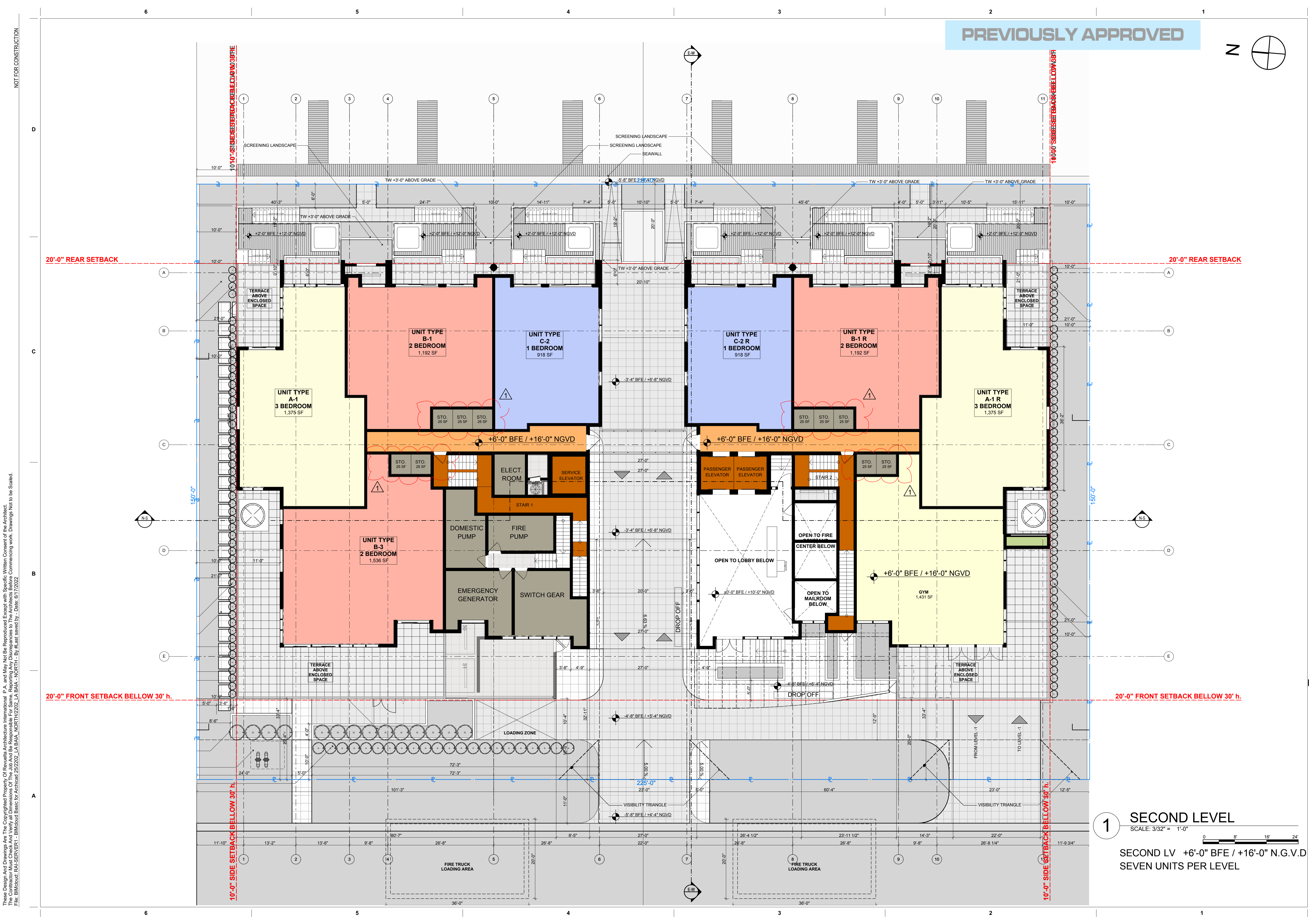
SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

1. UNDERGROUND PARKING - REMOVED
2. LARGER EQUIPMENT ROOMS ENCLOSURE
3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
6. VERTICAL COMPOSED WOOD SLAT PANELING
7. LIGHT COLOR 50% OPENING. LOUVERS FOR PARKING VENTILATION/IN-TAKE
8. NEW BREEZEWAY TERRACE
9. NEW LANDSCAPE DESIGN
10. NEW STEPPING BREEZEWAY FRAME
11. REVISED DROP OFF AND EXTERIOR PARKING REDESIGNED LANDSCAPE
12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
13. REVISED RAILING DESIGN, 2 TYPES: ONE WITH ALUMINUM AT THE BOTTOM AND GLASS ON TOP, AND OTHER WITH FULL GLASS.
14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
15. NEW COMMUNAL ROOM.
16. RELOCATED LOBBY
17. NEW PASSENGER ELEVATOR
18. RELOCATED STAIRS
19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

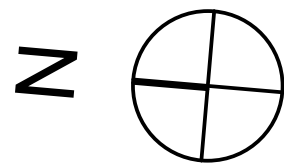
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SCALE: 3/32" = 1'-0"
0 8' 16' 24'

STREET LVL. -5'-8" BFE / 4'-4" N.G.V.D
PARKING LVL. -5'-0" BFE / 5'-0" N.G.V.D

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Date
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Scale
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Project No.
2202

Sheet Name

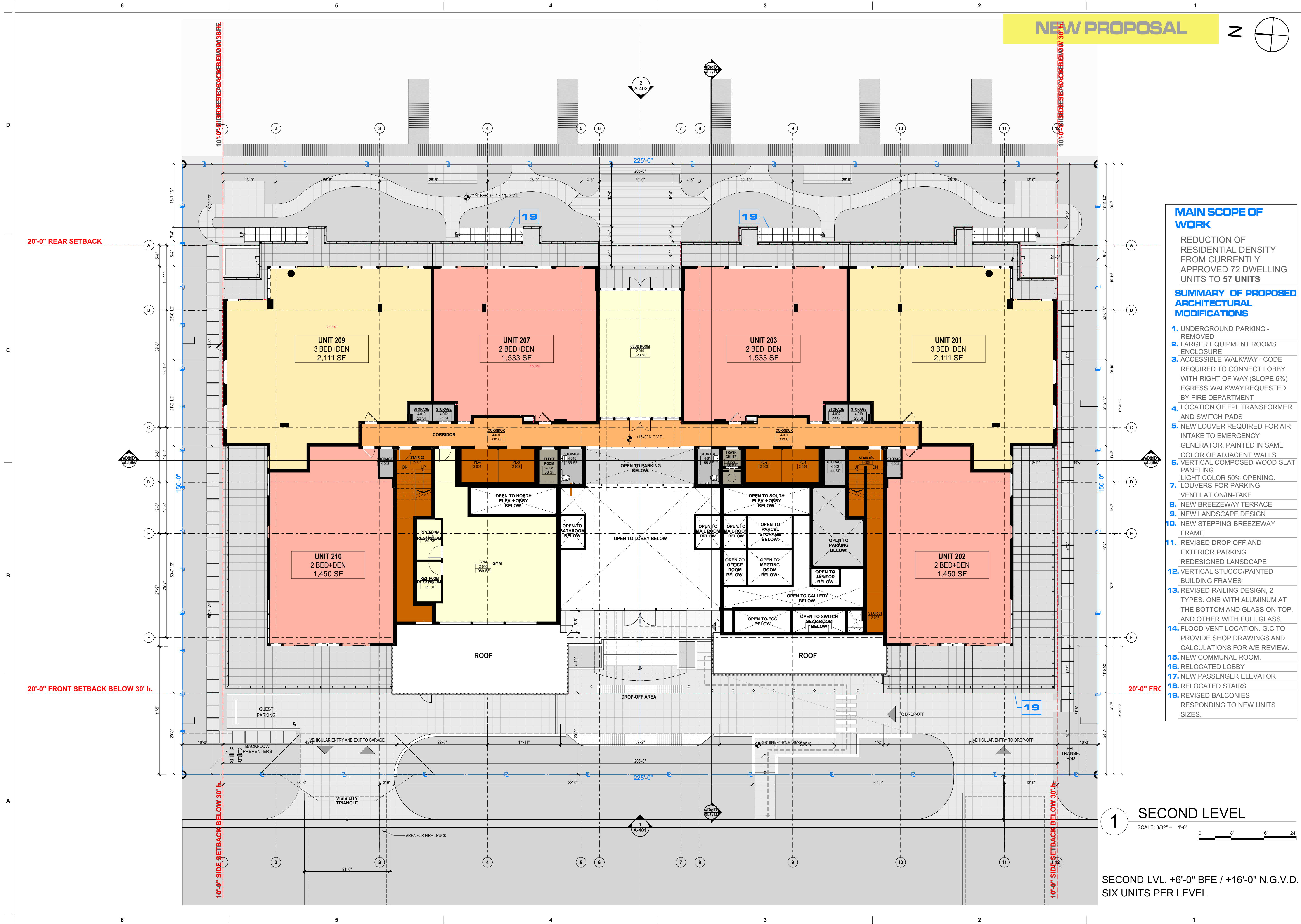
SECOND LEVEL

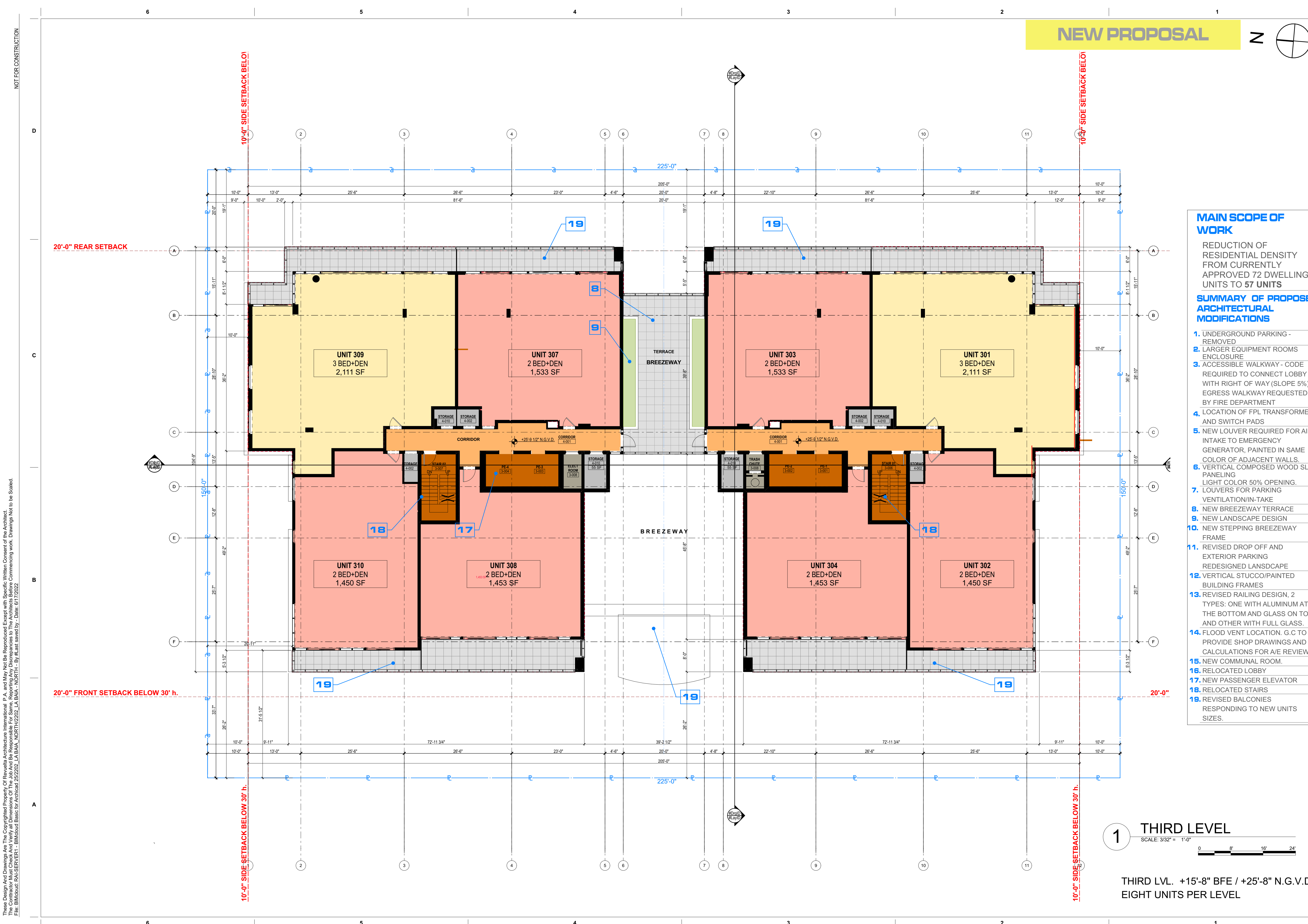
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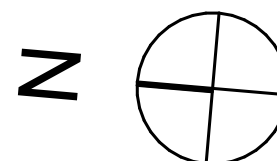
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NEW PROPOSAL



MAIN SCOPE OF WORK

REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

1. UNDERGROUND PARKING - REMOVED
2. LARGER EQUIPMENT ROOMS ENCLOSURE
3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
6. VERTICAL COMPOSED WOOD SLAT PANELING
7. LOUVERS FOR PARKING VENTILATION/IN-TAKE
8. NEW BREEZEWAY TERRACE
9. NEW LANDSCAPE DESIGN
10. NEW STEPPING BREEZEWAY FRAME
11. REVISED DROP OFF AND EXTERIOR PARKING REDESIGNED LANDSCAPE
12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
13. REVISED RAILING DESIGN, 2 TYPES: ONE WITH ALUMINUM AT THE BOTTOM AND GLASS ON TOP, AND OTHER WITH FULL GLASS.
14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
15. NEW COMMUNAL ROOM.
16. RELOCATED LOBBY
17. NEW PASSENGER ELEVATOR
18. RELOCATED STAIRS
19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

1 THIRD LEVEL

SCALE: 3/32" = 1'-0"



THIRD LVL. +15'-8" BFE / +25'-8" N.G.V.D.
EIGHT UNITS PER LEVEL

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Project No.
2202

Sheet Name

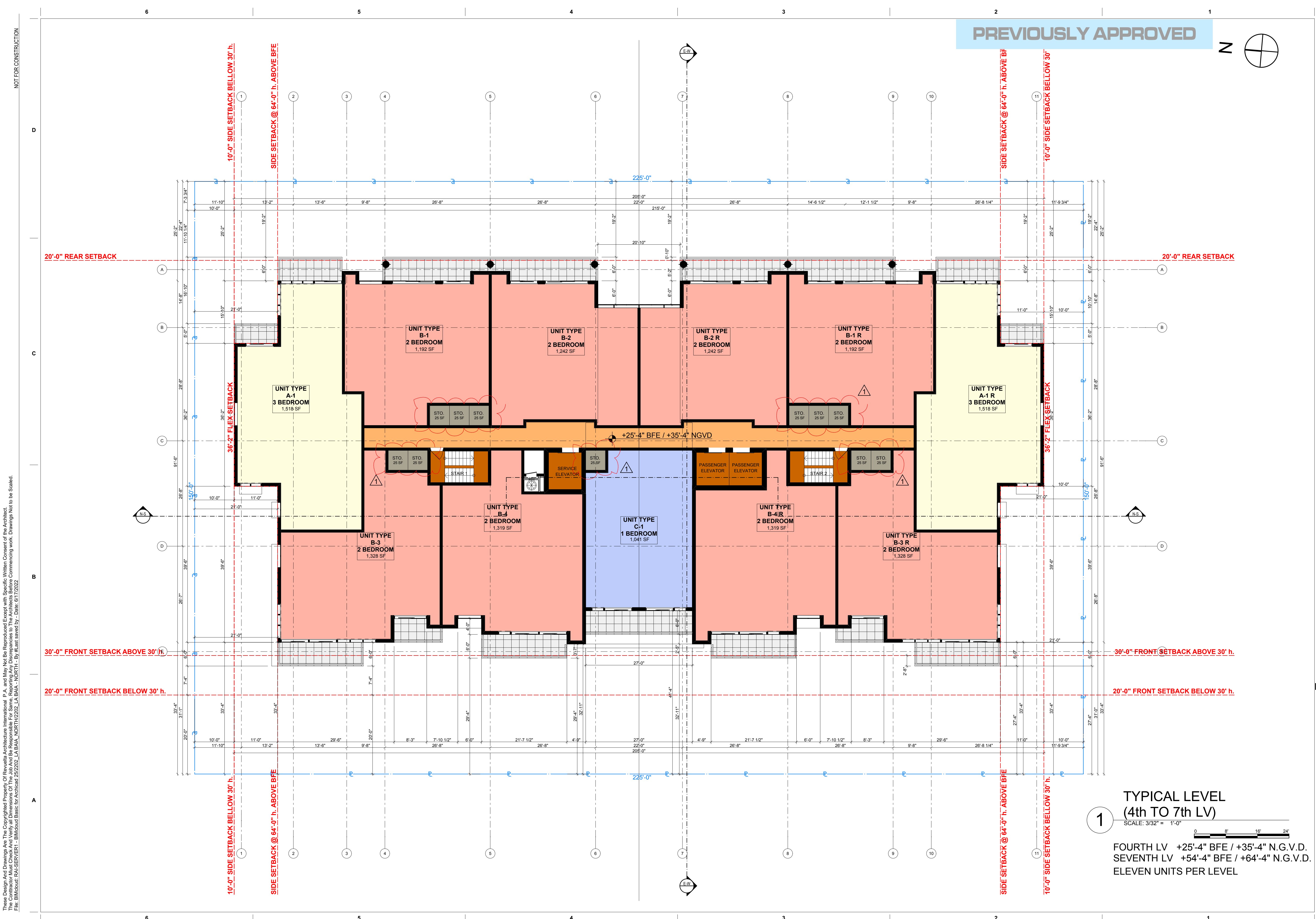
THIRD LEVEL, NEW
PROPOSAL

Sheet No.

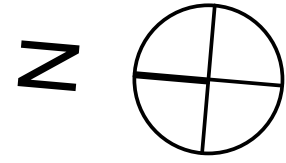
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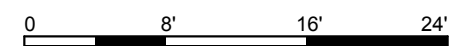


PREVIOUSLY APPROVED



1
TYPICAL LEVEL
(4th TO 7th LV)

SCALE: 3/32" = 1'-0"



FOURTH LV +25'-4" BFE / +35'-4" N.G.V.D.
SEVENTH LV +54'-4" BFE / +64'-4" N.G.V.D.
ELEVEN UNITS PER LEVEL

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Luis O. Revuelta

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SITE PLAN REVISION

Date

04.21.22

Scale

AS SHOWN

Project No.

2202

Sheet Name

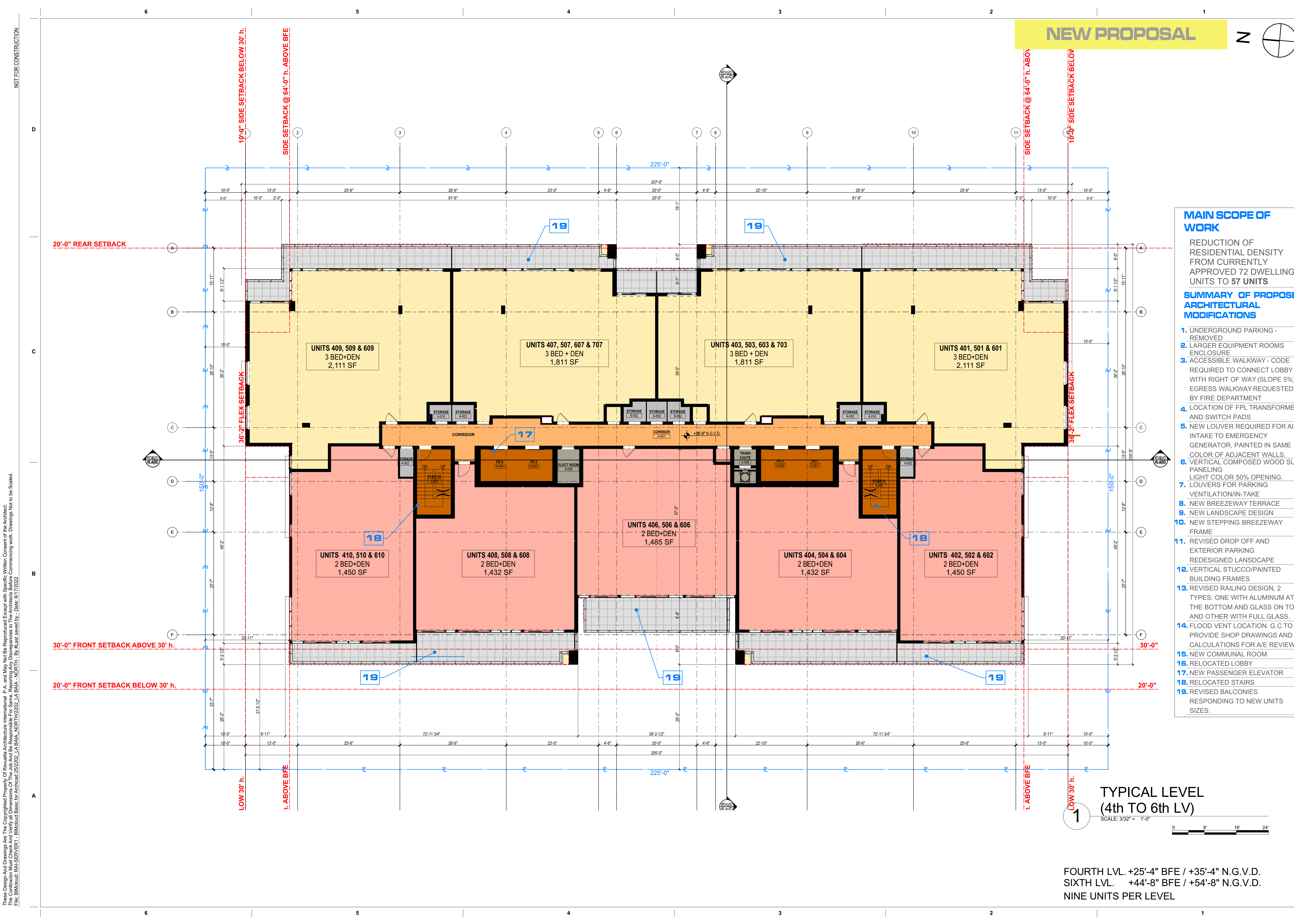
TYPICAL LEVEL (4th to 7th
LV)

Sheet No.

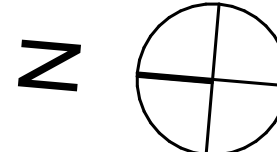
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NEW PROPOSAL



MAIN SCOPE OF WORK

REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

1. UNDERGROUND PARKING - REMOVED
2. LARGER EQUIPMENT ROOMS ENCLOSURE
3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
6. VERTICAL COMPOSED WOOD SLAT PANELING
7. LOUVERS FOR PARKING VENTILATION/IN-TAKE
8. NEW BREEZEWAY TERRACE
9. NEW LANDSCAPE DESIGN
10. NEW STEPPING BREEZEWAY FRAME
11. REVISED DROP OFF AND EXTERIOR PARKING REDESIGNED LANDSCAPE
12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
13. REVISED RAILING DESIGN, 2 TYPES: ONE WITH ALUMINUM AT THE BOTTOM AND GLASS ON TOP, AND OTHER WITH FULL GLASS.
14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
15. NEW COMMUNAL ROOM.
16. RELOCATED LOBBY
17. NEW PASSENGER ELEVATOR
18. RELOCATED STAIRS
19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

TYPICAL LEVEL
(4th TO 6th LV)

SCALE: 3/32" = 1'-0"

FOURTH LVL. +25'-4" BFE / +35'-4" N.G.V.D.
SIXTH LVL. +44'-8" BFE / +54'-8" N.G.V.D.
NINE UNITS PER LEVEL

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SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
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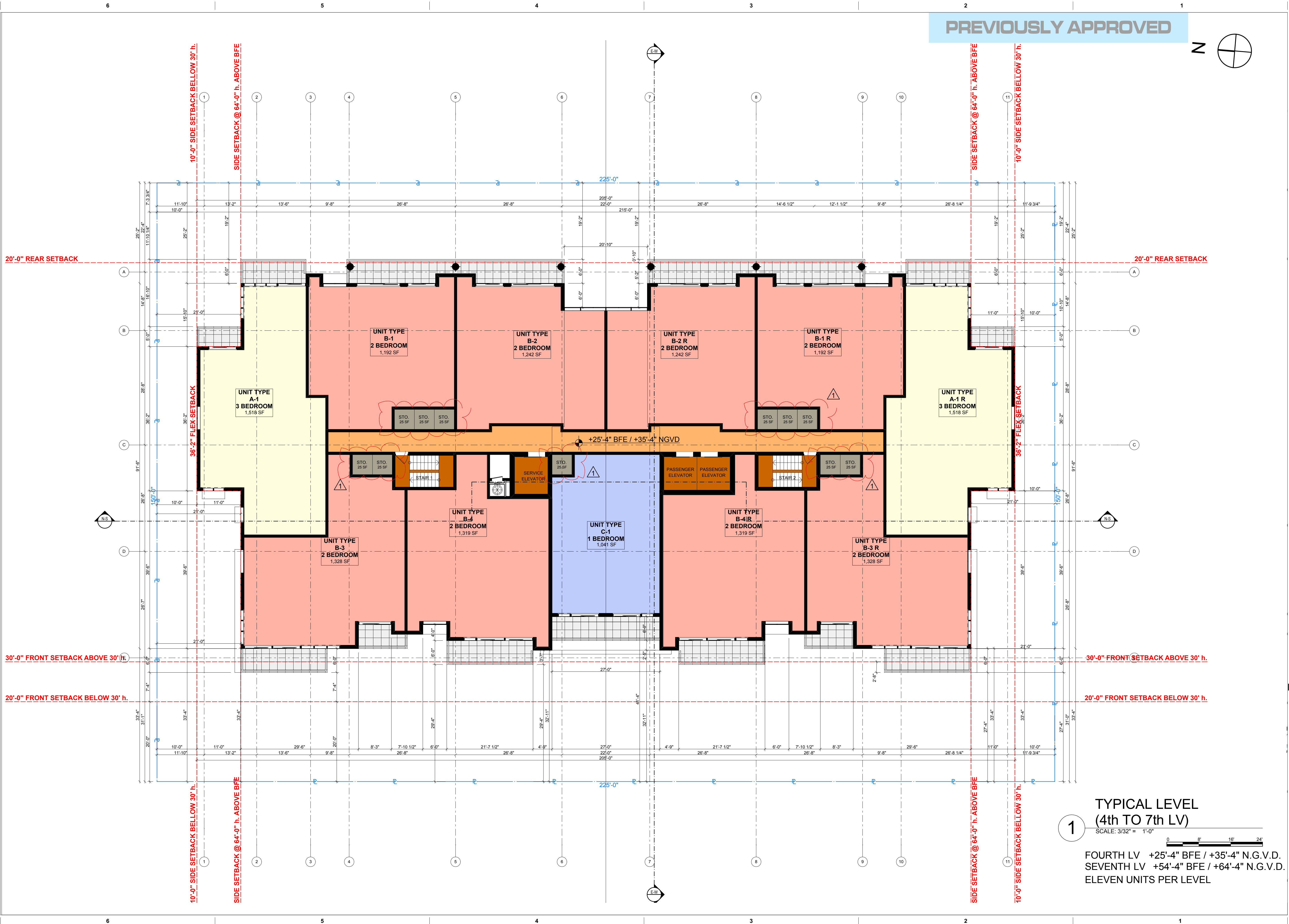
TYPICAL LEVEL (4th to 6th
LV)_NEW PROPOSAL

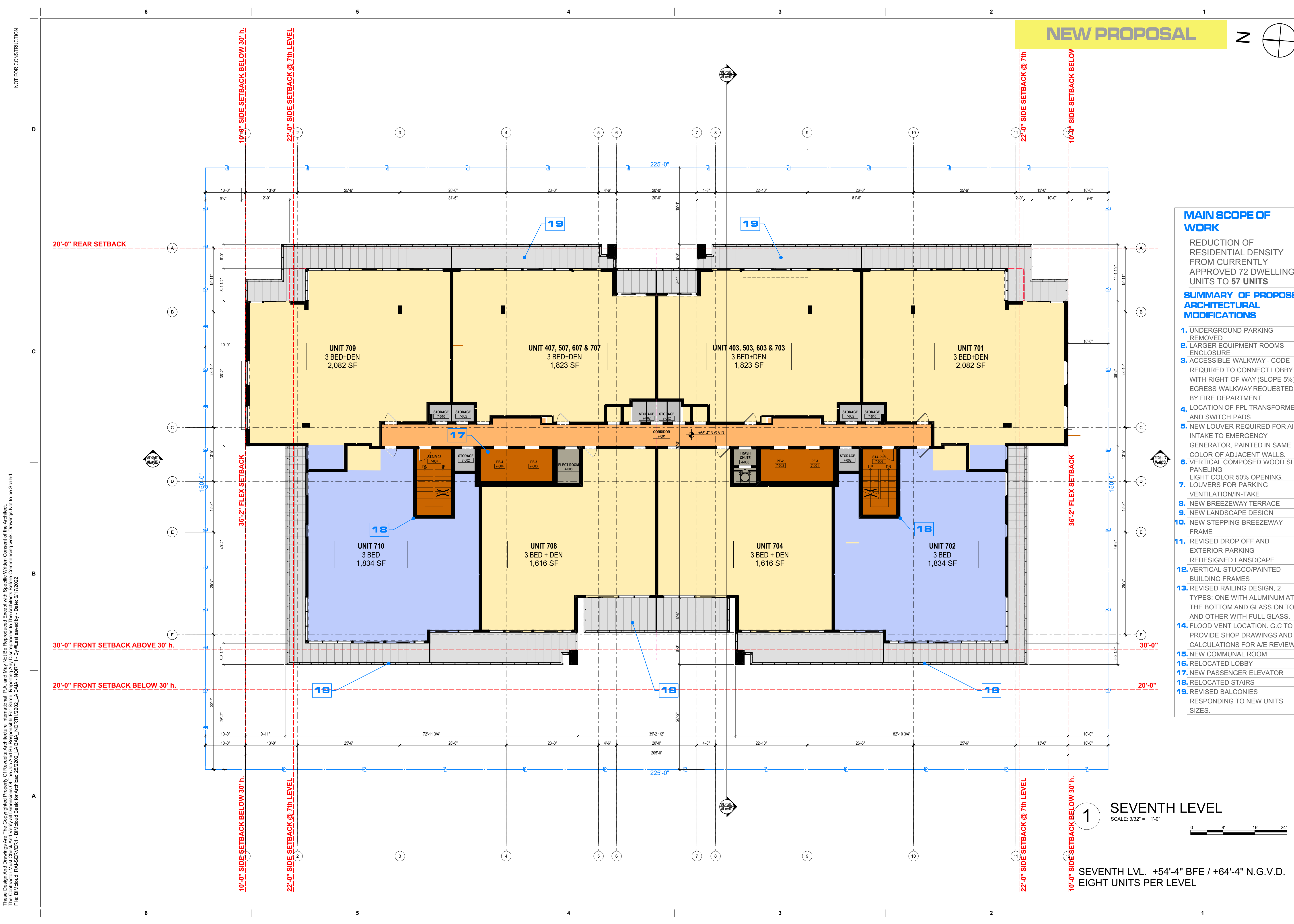
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MAIN SCOPE OF WORK

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SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

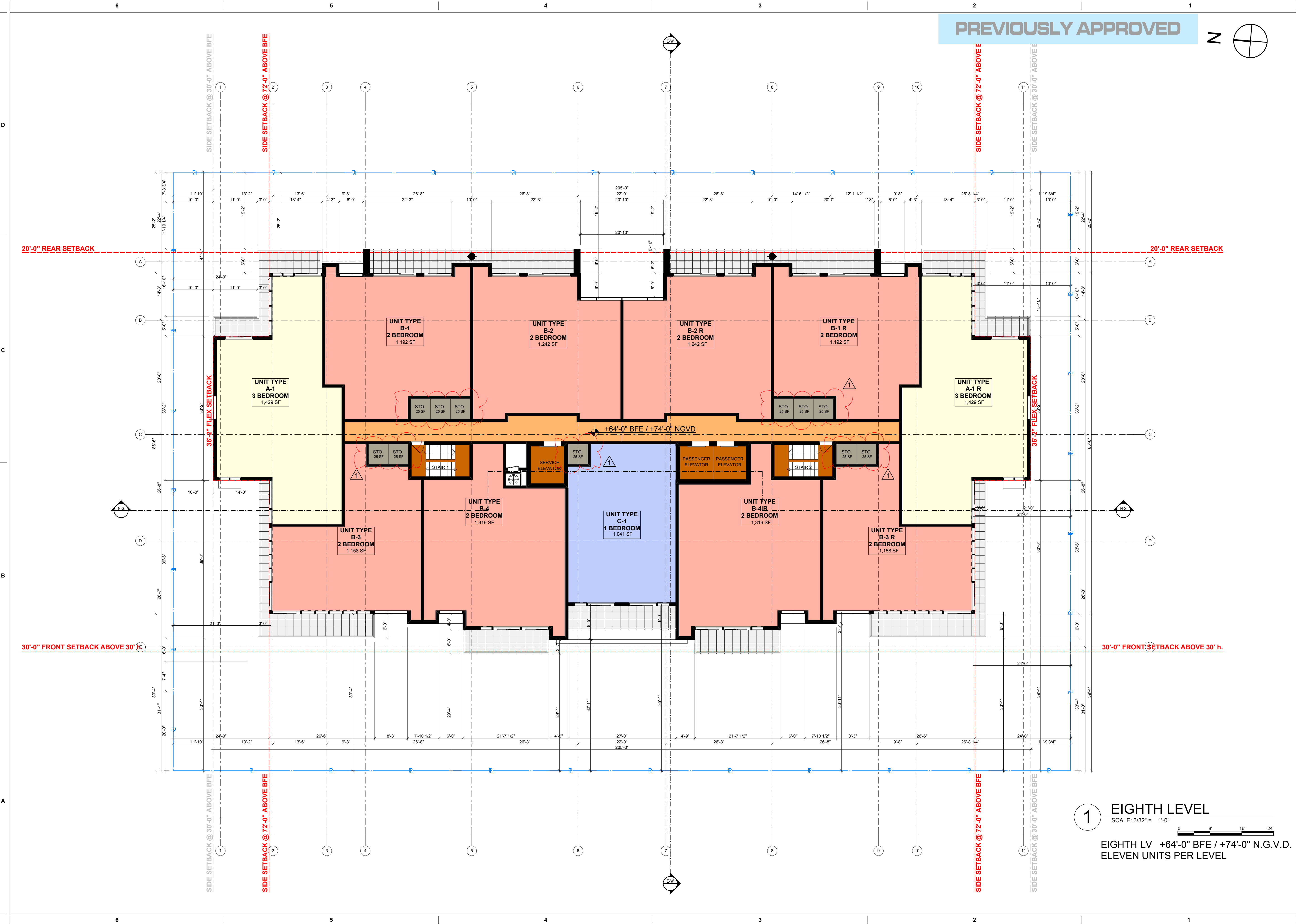
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Sheet Name
SEVENTH LEVEL, NEW
PROPOSAL

Sheet No.
A-107.2

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Date
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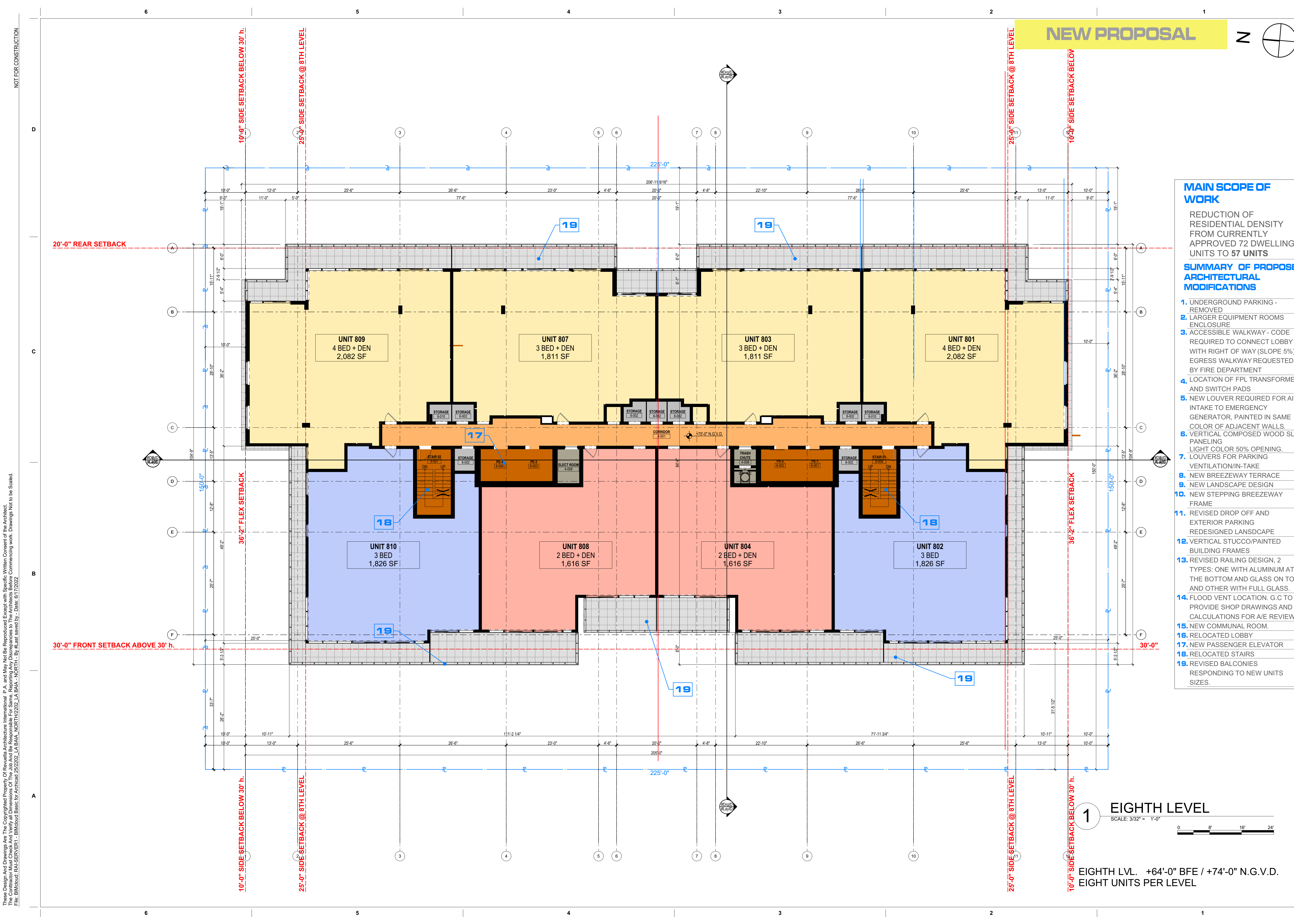
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Sheet Name

EIGHTH LEVEL

Sheet No.

A-108.1



- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
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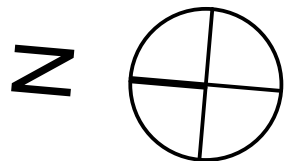
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Project No.
2202

Sheet Name
EIGHTH LEVEL, NEW
PROPOSAL

Sheet No.
A-108.2



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Date
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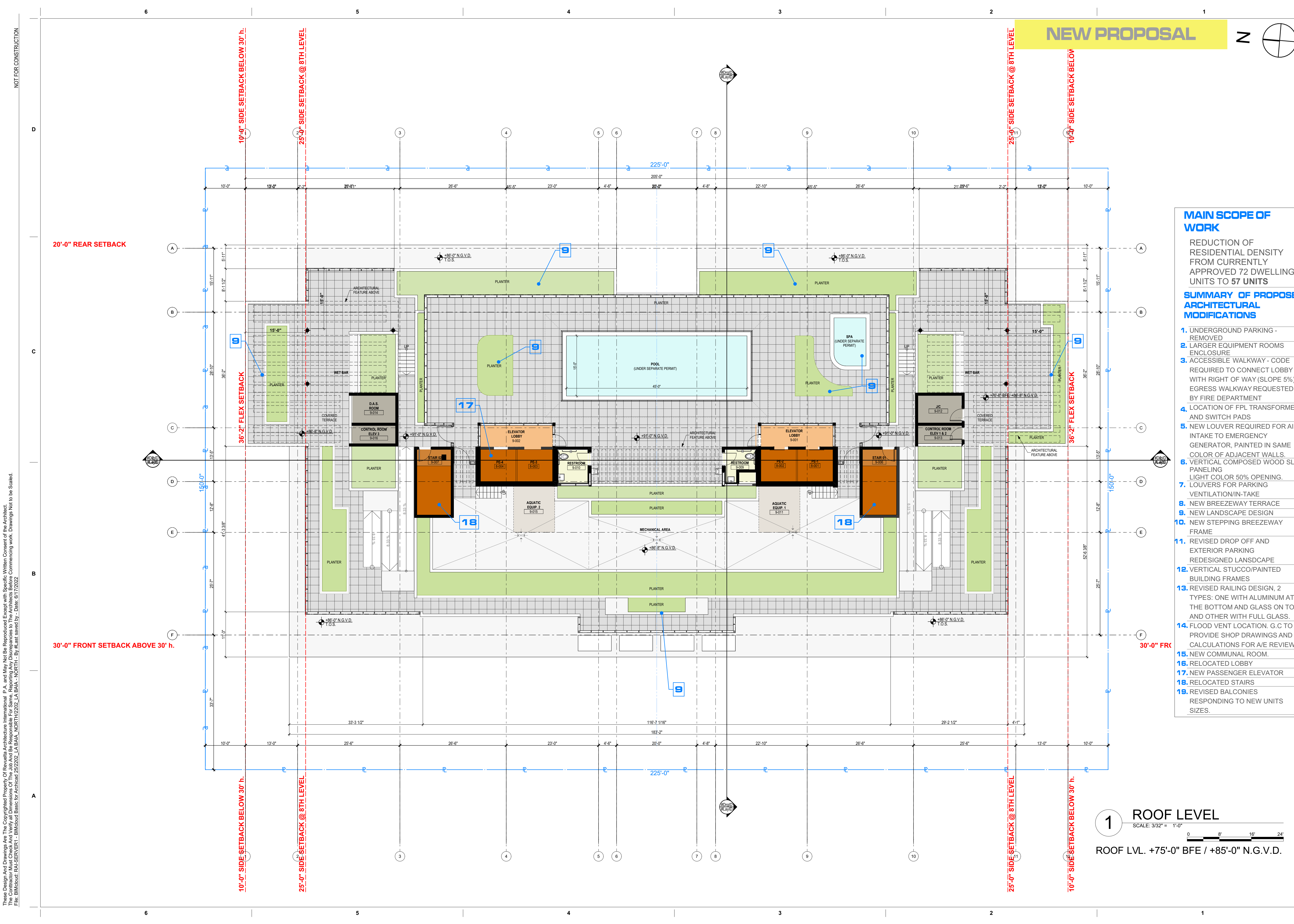
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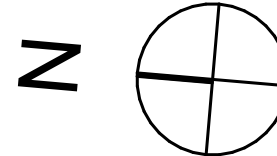
ROOF LEVEL

Sheet No.

A-109.1



NEW PROPOSAL



MAIN SCOPE OF WORK

REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

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19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

1 ROOF LEVEL

SCALE: 3/32" = 1'-0"



ROOF LVL. +75'-0" BFE / +85'-0" N.G.V.D.

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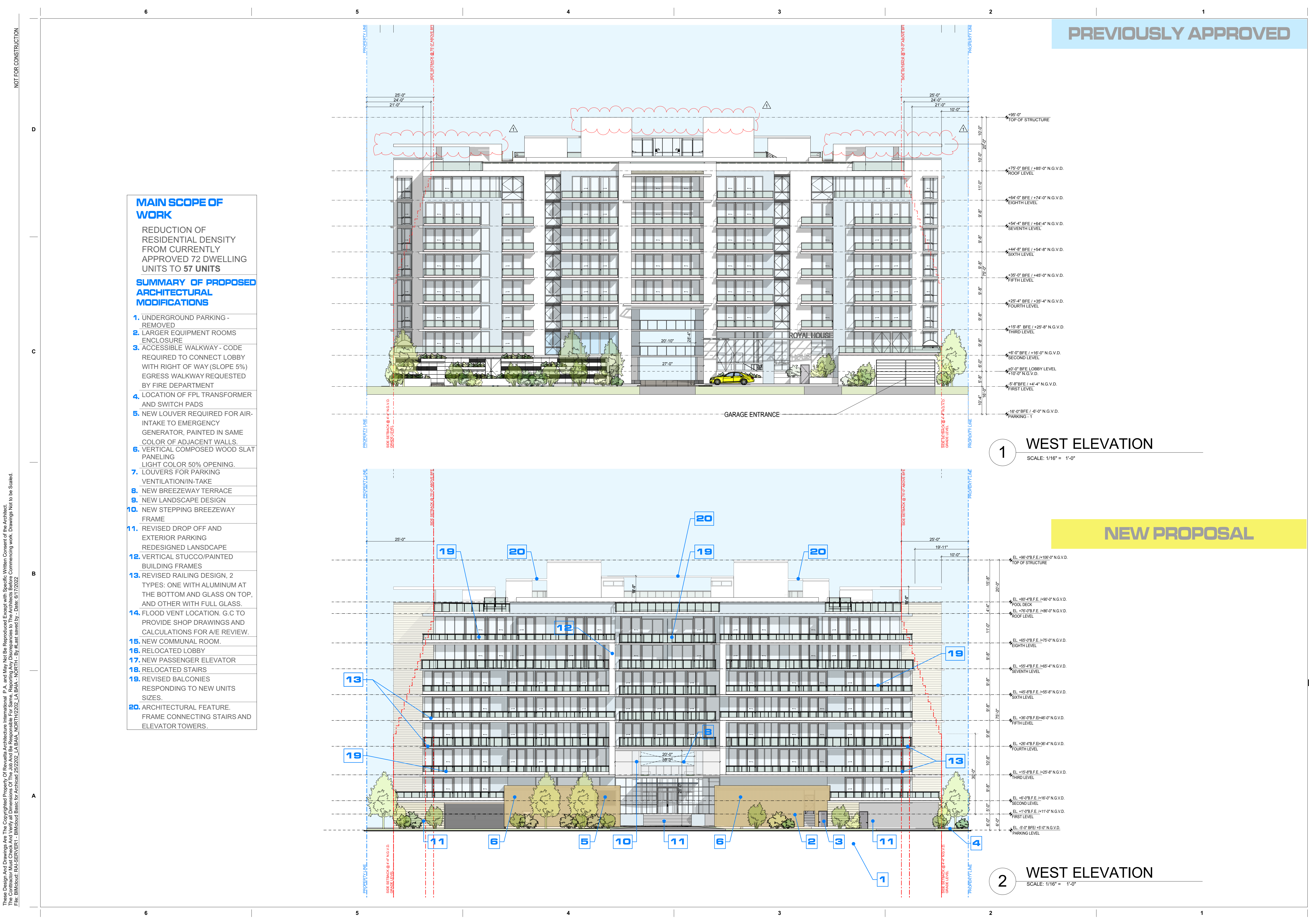
Date
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Project No.
2202

Sheet Name
ROOF LEVEL, NEW PROPOSAL

Sheet No.
A-109.2



- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
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 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.
 20. ARCHITECTURAL FEATURE, FRAME CONNECTING STAIRS AND ELEVATOR TOWERS.

1 WEST ELEVATION

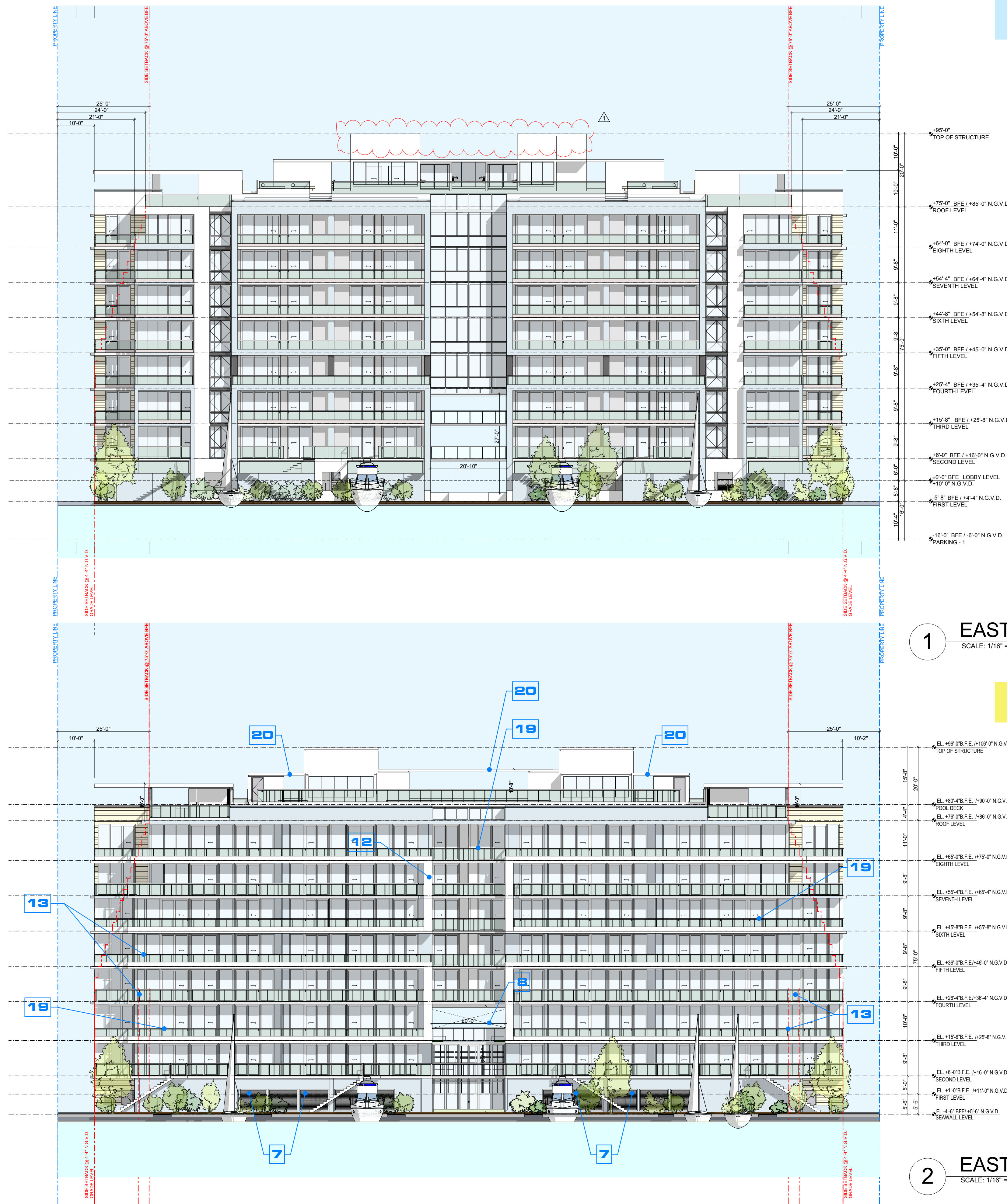
SCALE: 1/16" = 1'-0"

NEW PROPOSAL

2 WEST ELEVATION

SCALE: 1/16" = 1'-0"

1. UNDERGROUND PARKING - REMOVED
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20. ARCHITECTURAL FEATURE. FRAME CONNECTING STAIRS AND ELEVATOR TOWERS.



NEW PROPOSAL

SCALE: 1/16" = 1'-0"

SCALE: 1/16" = 1'-0"

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MAIN SCOPE OF WORK

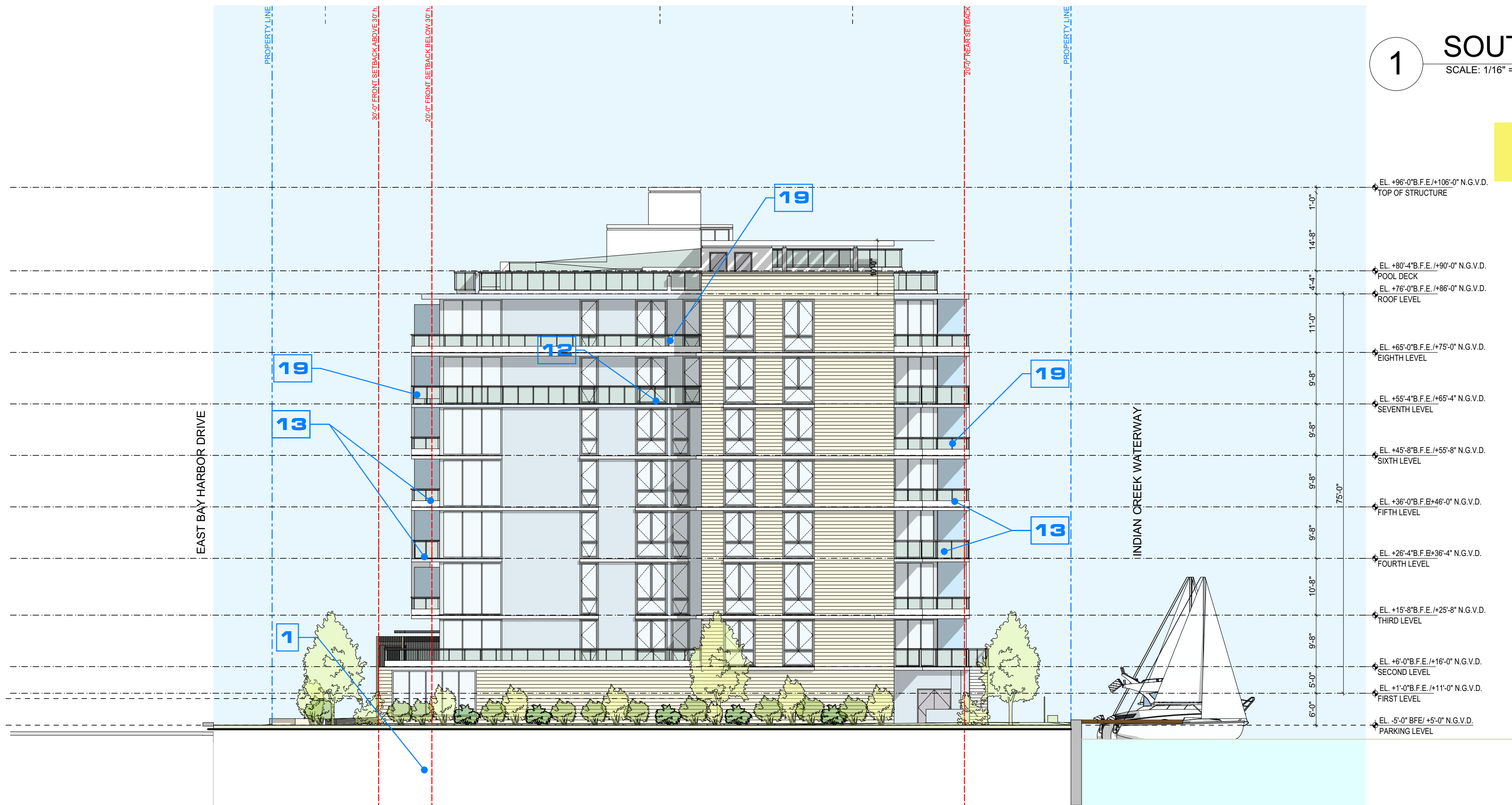
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PREVIOUSLY APPROVED



1 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

NEW PROPOSAL

2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

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Consultant

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SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

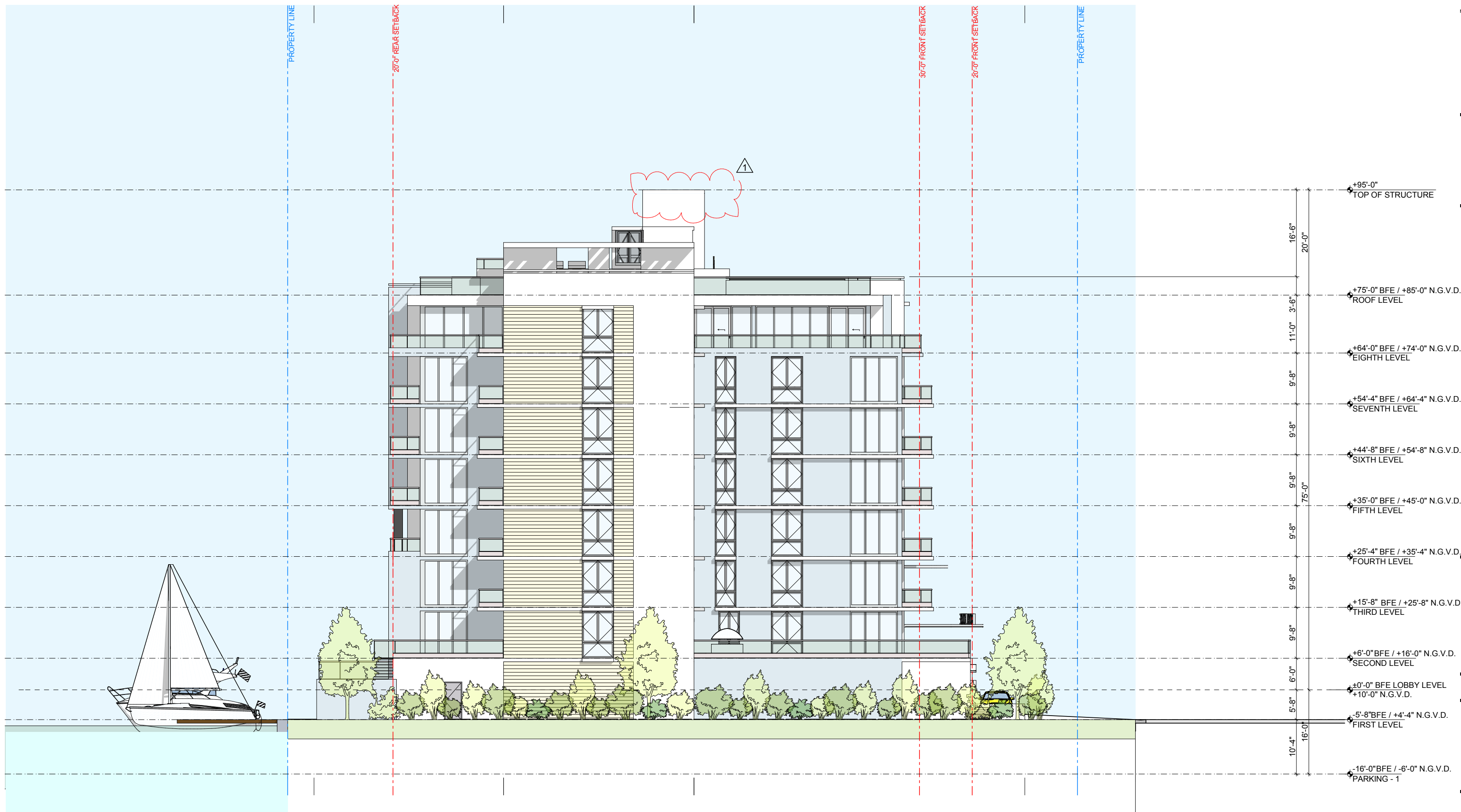
Project No.
2202

Sheet Name

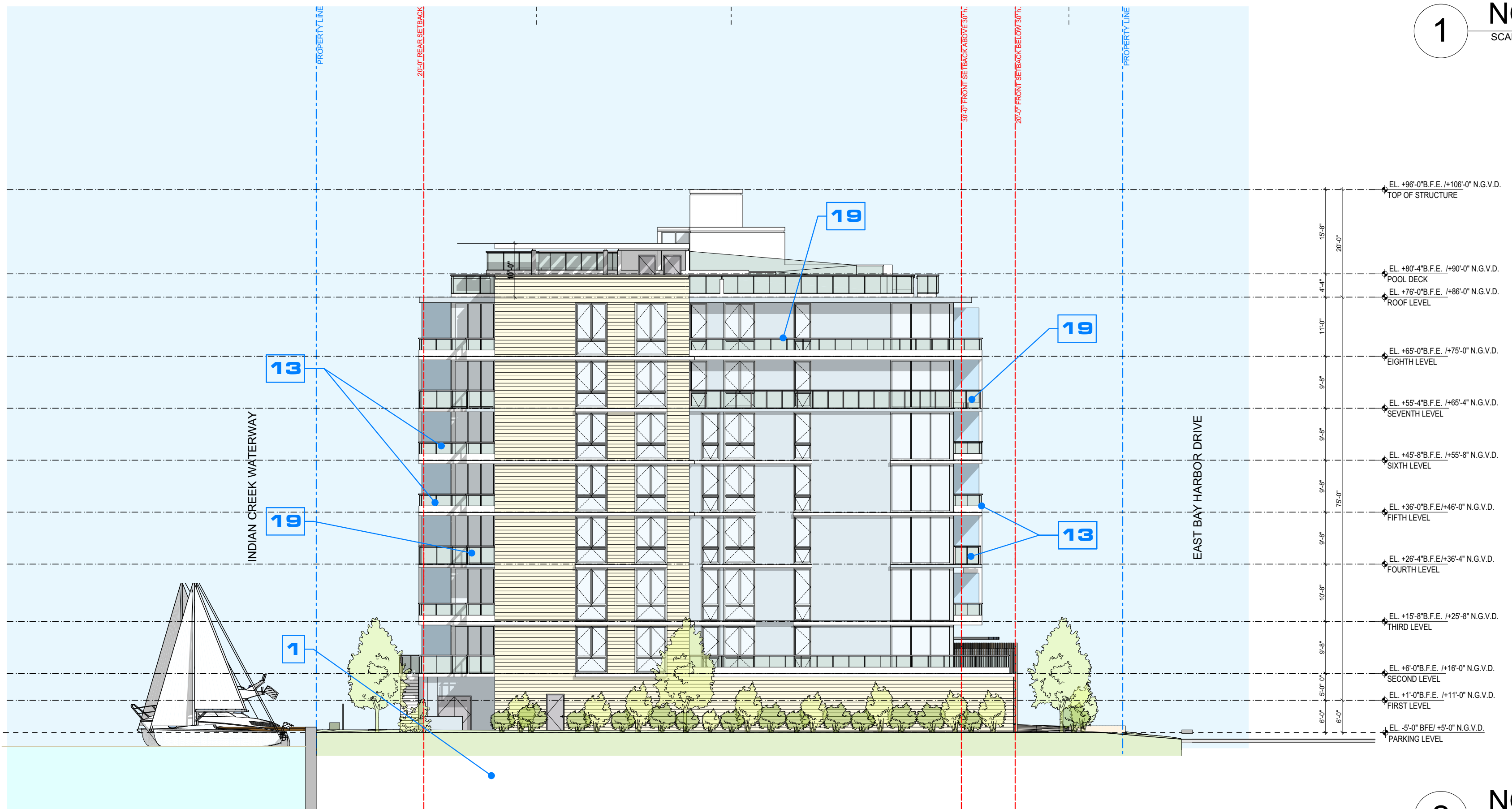
SOUTH ELEVATION

Sheet No.

A-403

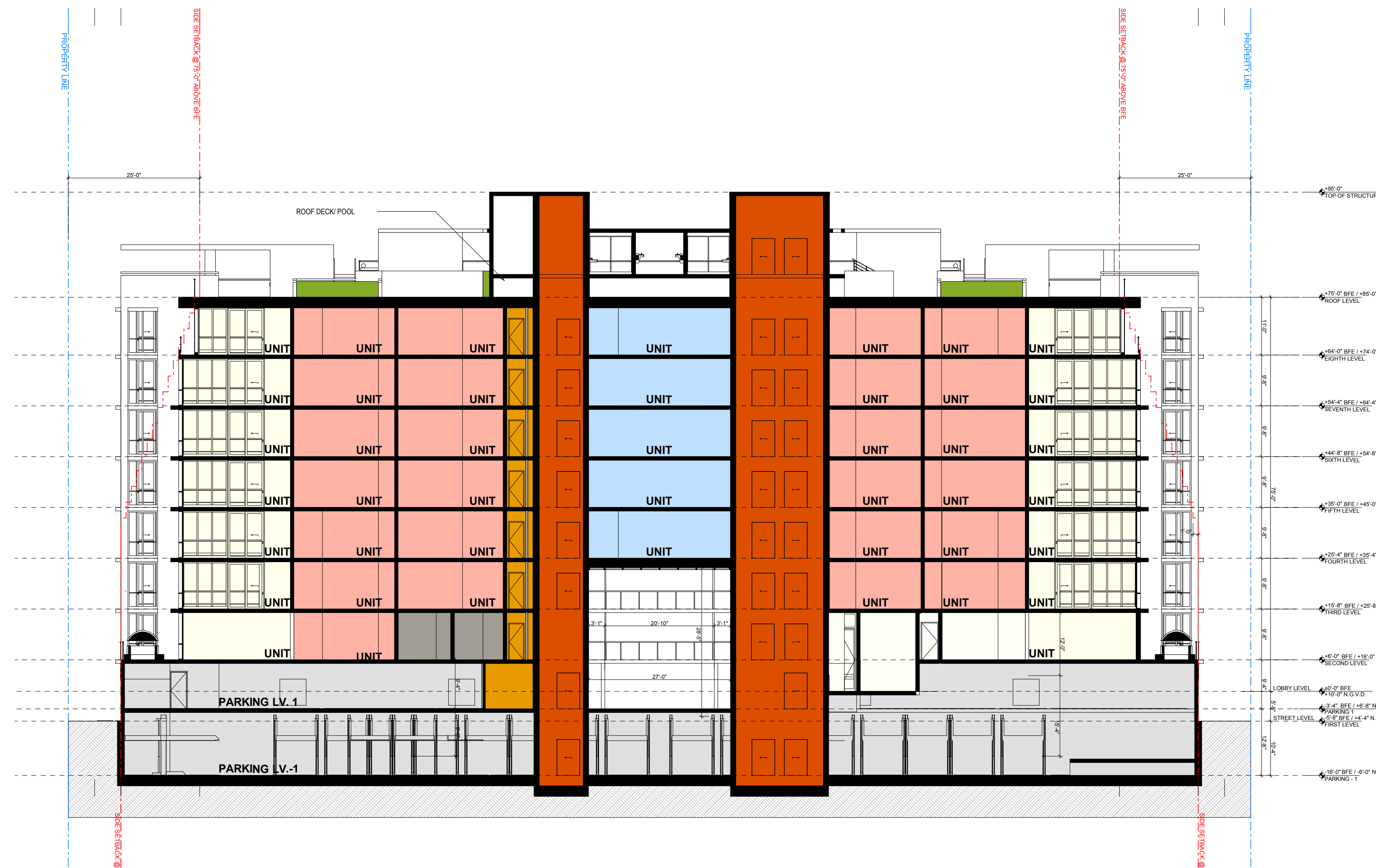


1 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



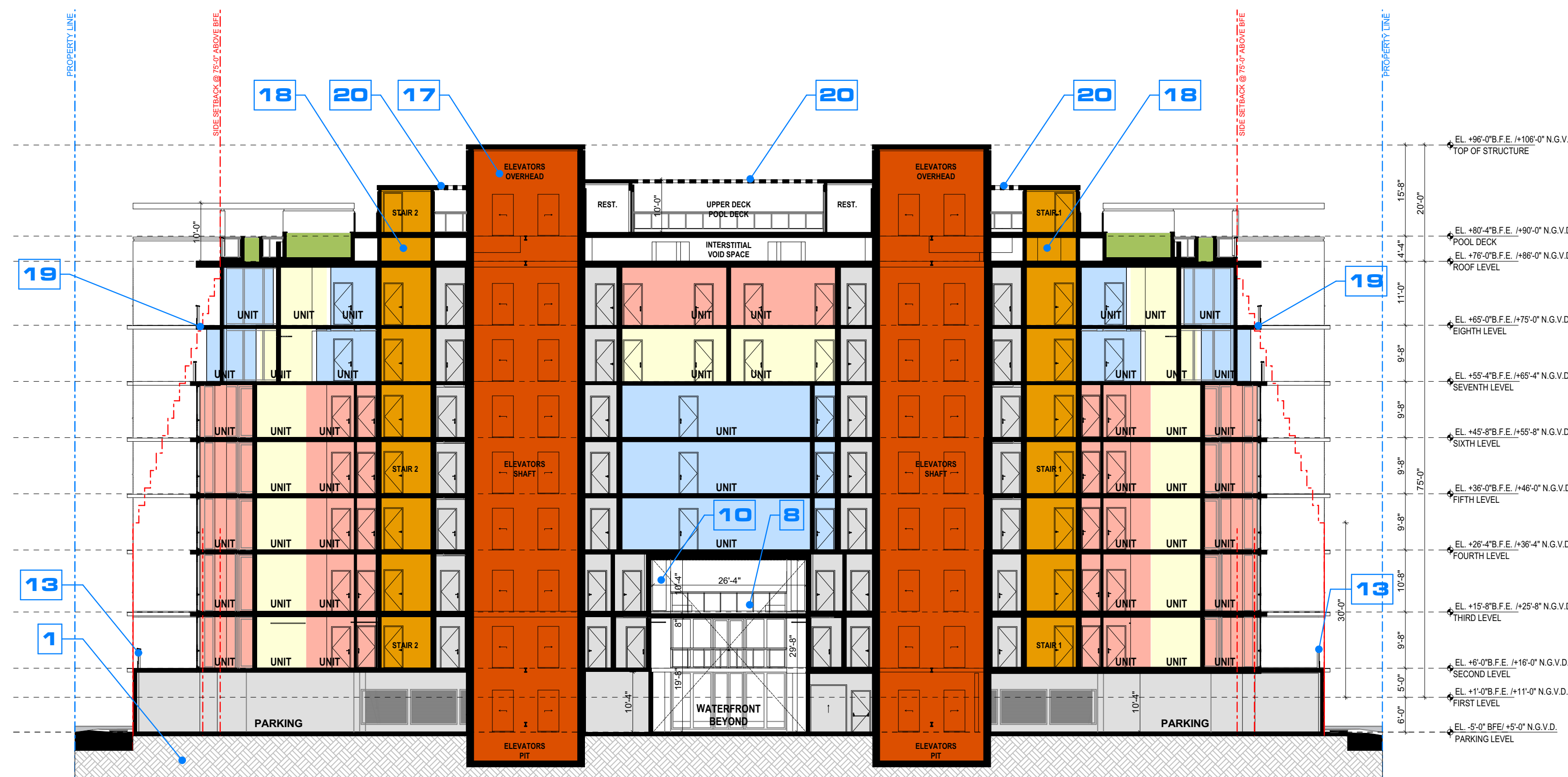
2 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

PREVIOUSLY APPROVED



1 N-S SECTION
SCALE: 1/16" = 1'-0"

NEW PROPOSAL



2 N-S SECTION
SCALE: 1/16" = 1'-0"



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Project

LA BAJA NORTH

9461 EAST BAY HARBOUR DR.
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Revisions

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Sheet Name

3D VIEW - STREET FRONT

Sheet No.

A-406

1 3D VIEW - STREET FRONT

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1 3D VIEW - WATER FRONT

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Project No.
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Sheet Name

3D VIEW - WATER FRONT

Sheet No.

A-407



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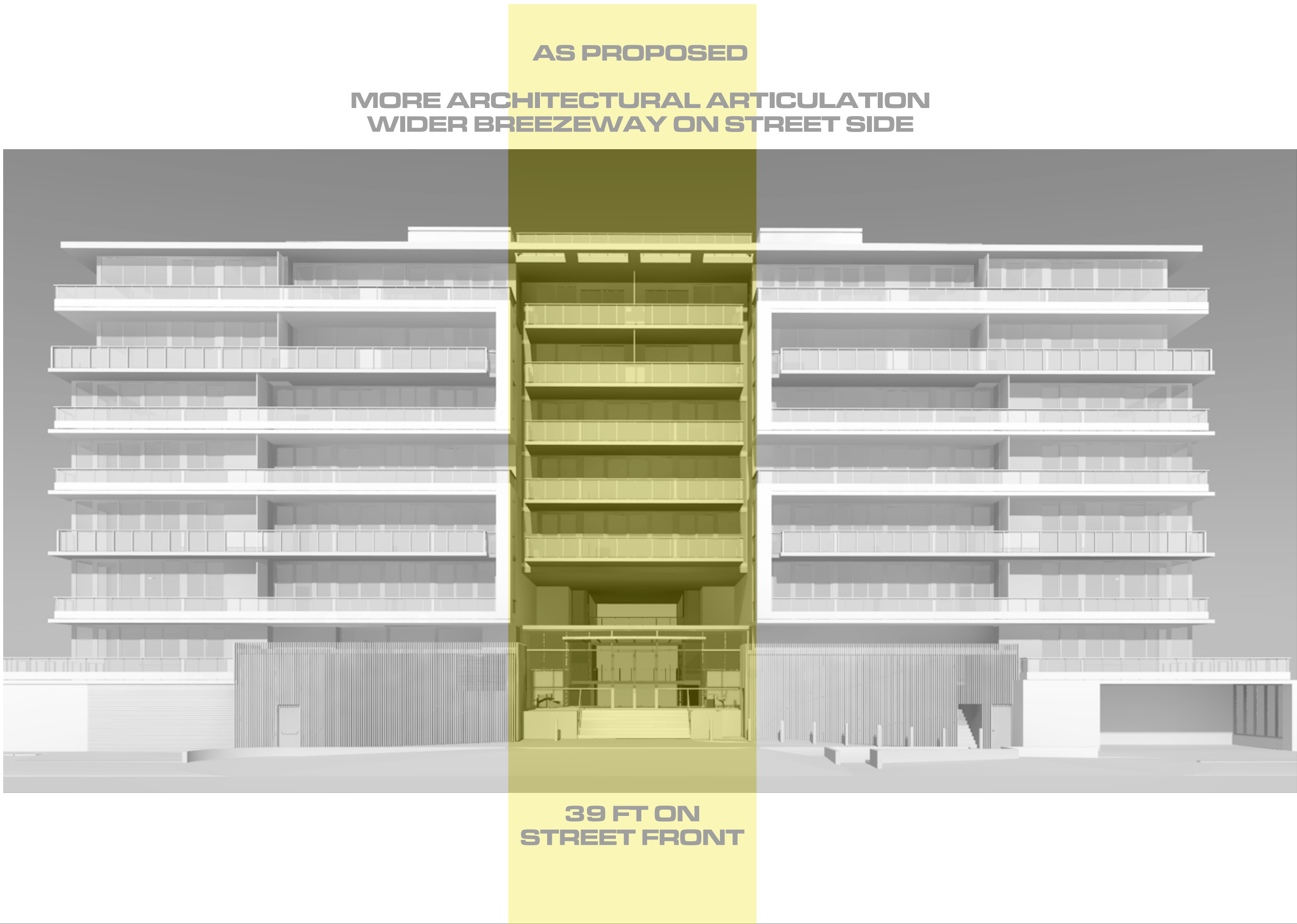
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Sheet Name
BREEZEWAY
COMPARISON

Sheet No.
A-408

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1 BREEZEWAY COMPARISON

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Project No.
2202

Sheet Name
BREEZEWAY
COMPARISON

Sheet No.
A-409

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BREEZEWAY FRONT VIEW
THRU VIEW

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BUILDING ARTICULATION



WIDER BREEZEWAY



MAXIMIZED
TRANSPARENCY

1 3D VIEWS

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Project No.
2202

Sheet Name

3D - VIEWS

Sheet No.

A-411

LA BAIJA NORTH



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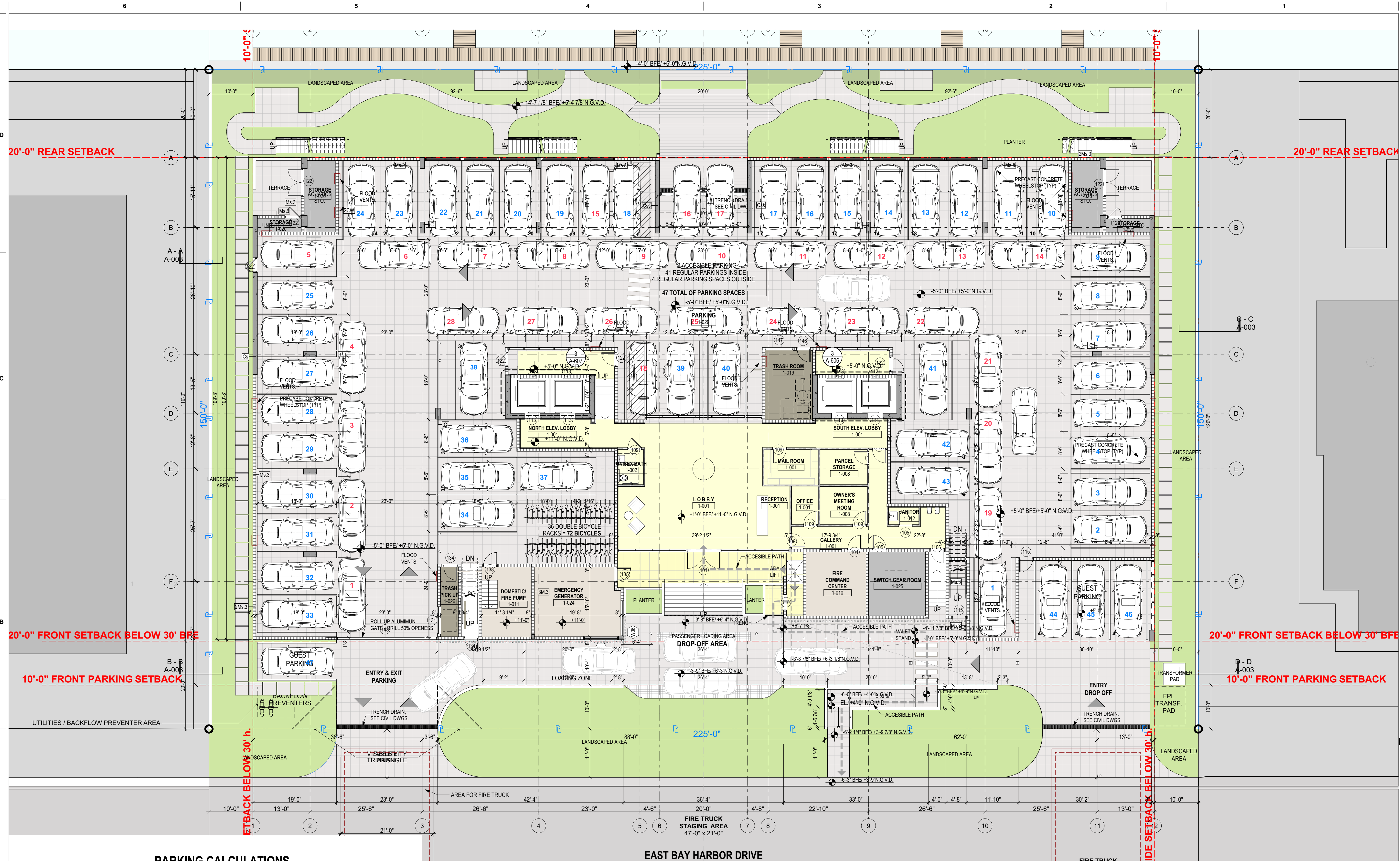
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PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT

LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"



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Project No.
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Sheet Name

LOBBY LEVEL - FLOOR
PLAN

Sheet No.

A-601



Town of Bay Harbor Islands / La Baia North – DRC Comments
May 11, 2022

To whom it may concern,

Remarks:

BUILDING (verbal)

1-COMPLETE FLOOD LEGEND (FINISHED FLOOR ELEVATION, LOWEST ELEVATION OF EQUIPMENT, FLOOD ZONE, PANEL NUMBER, BASE FLOOD ELEVATION, HIGHEST CROWN OF ROAD, LOWEST AND HIGHEST ADJACENT GRADE, ETC) AS PER FBC 107.3.5.

R: A complete Flood Legend in the Zoning Summary. Sheet A-001, third item on the summary.

2-clarify flood if flood vent is being used on enclosures below BFE (DFE).

R: Yes, flood vents are provided, see sheet A-103.2. item #14 in the Summary of Proposed Architectural Modifications.

3-clarify accessibility from street.

R: See sheet A-103.2; there is a lift connecting de Lobby and the drop off and then a path crossing the driveway and a walkway to connect to the street.

ZONING

On page A-001 there are a few typographical errors (ex. "Below is misspelled "Bellow") in the setback analysis section of the table.

R: Summary revised.

On page A601 in the Building Height section of the table please note the Town recently adopted a Code amendment that allows building height to be measured starting at FEMA BFE + 1' FBC Freeboard. Modify the "Allowable" text to include the FBC 1' Freeboard. If the developer chooses to use this allowance that is your choice - but the correct Code allowance must be listed.

R: Summary revised to show "FBC + 1ft FBC Freeboard".

On page A-103.2 First Level Site Plan (and several other plan sheets) a new pedestrian walkway has been added in the front yard - which is acceptable - but no dimension of the walkway width is provided. Sec. 23-12(15) limits the width of such walkways to no more than 5'. Verify / correct the proposed width and add a dimension to the plans.

R: Dimensions added.



On page A-103.2 First Level Site Plan (and several other plan sheets) proposed Fire Truck staging areas are shown on the plans. One is in the throat of the southerly driveway (acceptable). However, the other is shown centered on the site encroaching partially into the roadway swale - which must be landscaped and include Street Trees per M-D / Town. Landscape Codes - so a conflict will occur. Relocate the proposed staging area out of the swale completely to the north driveway or other location. The building will most likely be fully sprinklered easing the need to for staging (pumper / aerial ladder truck).

R: One Fire set-up truck was relocated to the northern curb cut; its location coordinated in other pages

On Sheet A-102.9 Roof Level the plans show proposed roof shade structures which are allowed. However, Sec. 23-12(25) requires that for any rooftop accessory structure, other than an elevator, an emergency stairwell or bathrooms that may be placed at the edge of a rooftop, the walls / columns of any support structure must be placed no closer than 15' to the edge of the actual rooftop. The plans show several columns supporting portions of the rooftop shade structures placed much closer than 15' to the edge of roof. Remove or relocate the columns to meet the minimum setback requirements. The original plans showed a few roof shade structures attached to the elevator / stair tower — no columns.

R: Encroaching columns were relocated.

Southerly Driveway - Is this to be one-way or *foray* traffic Row - suggest one-way only.

R: It is planned as one-way, see sheet A-103.2.

On Sheets A-401 to A-404 (building elevations) the plans show "Concrete Trellis Roof Shade Structures" that are too tall and violate the Town Code. Sec. 23-12(25)(f) limits the height of roof-mounted trellis / pergola / similar accessory structures to no more than 10 feet above the "roof" deck - meaning the "main" roof deck. The Code allows a raised open pool / sun deck to be a maximum of 5' above the main roof deck, with a safety Mailing around it (5' tait max.). If a trellis / pergola / other is installed on top of the raised pool deck it would only be allowed at 5' tait. Otherwise, the noted "concrète trellis" will be 15' above the main roof deck. This was discussed with the architects at length early in the design process (2013 to present), and also on the Island House / 1* La Baia project. The Town Council recently reiterated that rooftop accessory structures are limited to 10' above the main roof deck. This design feature was shown / allowed by calling the structure a "decorative architectural feature and/or eyebrows" as most are attached to the elevator / stair towers with no support columns. Either remove the structures / revise the structures to meet Code height allowances / rename them. This same issue was noted in the MMPA 2016 comments and our 2019 BP revision comments.

R: Dimensions added to clarify compliance.



On Sheets A-401 and A-402 East / West Building Elevations the previously negotiated / approved 3-story "open" breezeway design is proposed to be significantly modified to almost remove it - closing in the bottom 2 levels. This may meet with resistance from the DRB. As part of this revised Site Development Plan please provide a justification letter on the "breezeway modification" explaining why this change is necessary and what "enhanced architect" is being proposed to break up the large building massing.

R: With the elimination of the basement, and the need of more space for parking spaces at the ground level was decided to relocate the lobby and all other communal spaces at the center and around the elevator's cores, maximizing the parking spaces at the perimeter of the garage.

The breezeway certainly got smaller, but its materials and the transparency of its spaces still play a big role in the concept of breaking the massing and feeling of a long building.

Additionally, the building symmetry clearly reveals two sections, north and south defined by (2) large brackets wrapping up a series balconies with different thickness; the vertical columns forming those brackets also frame a big gap (about 27ft), with a 16ft recessed at the center portion of the building. Another architectural tool to reinforce the break is the treatment with different colors and glass floor to ceiling in the whole center.

TOWN ENGINEER REVIEW

Sheet A-003 Still makes reference to old sheets. There is no detail on sheet C-4 for gravity wall. Comment not needed for DRC approval, but to take into consideration.

R: Comment noted.

Please provide a Section for all areas (a section C-C on the north side and a section D-D on the east side are needed). C-C is needed to show difference in elevation with adjacent lot, and stormwater retain onsite.

R: See sheet C-4 for revised details.

Please provide Drainage Calculations (10 year storm event, 24 hours) that were used for sizing of the drainage including exfiltration trench. This is a requirement of DRC (Compliance with Adopted Level of Service (LOS)).

R: Please see the revised calculations attached to this application.

Demonstrate Compliance with Town's Adopted Level of Service (LOS), Sec. 11-8.3 and 11-8.4 of Town Code. This includes, water, sewer, drainage, solid waste generation among others. This is a requirement of the DRC.

R: Please see related documents attached to this application.

LEGAL DESCRIPTION:

FOLIO NUMBER 13-2227-001-0050

Lot 6, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0060

Lot 7, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

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THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

NOTES:

1. EXISTING GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELL.
5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS AND CONDENSATE LINES.

GENERAL NOTES:

1. ALL EXISTING VALLEY GUTTER SHALL BE REPLACED WITH F-CURB EXCEPT WHERE VEHICULAR & PEDESTRIAN ACCESS IS ALLOWED. EXISTING VALLEY GUTTER SHALL BE COMPLETELY DEMOLISHED & REPLACED; MODIFICATION OF THE EXISTING VALLEY GUTTER IS NOT ALLOWED.
2. ALL WORK WITHIN THE BUILDING MUST BE PERFORMED BY A LICENSED CONTRACTOR PER THE FLORIDA BUILDING CODE. ALL MATERIALS MUST MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.
3. REFER TO SHEET C-2 FOR LOCATION OF FIRE DEPARTMENT STAGING AREA.
4. DRAINAGE TO BE RETAINED ON-SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY.
5. ONLY ROOF DRAINS AND CONDENSATE LINES CAN GO TO THE WELL. ALL OTHER DRAINS TO EXFILTRATION TRENCH.
6. RESTORATION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

FLOOD INFORMATION:

Control panel number: 12086C0144L
Flood zone: "AE"
Base flood elevation: 8.00' NGVD

REFER TO LANDSCAPE PLANS FOR WALKWAY AND DRIVEWAY MATERIALS AND FINISHES

ALL STORMWATER IS TO BE RETAINED ONSITE

NEW PROPOSAL



LOCATION MAP

N.T.S.

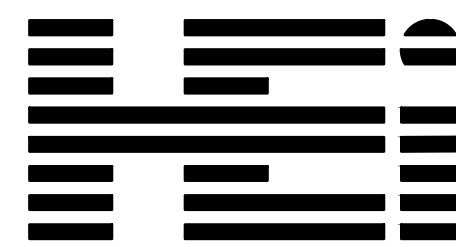
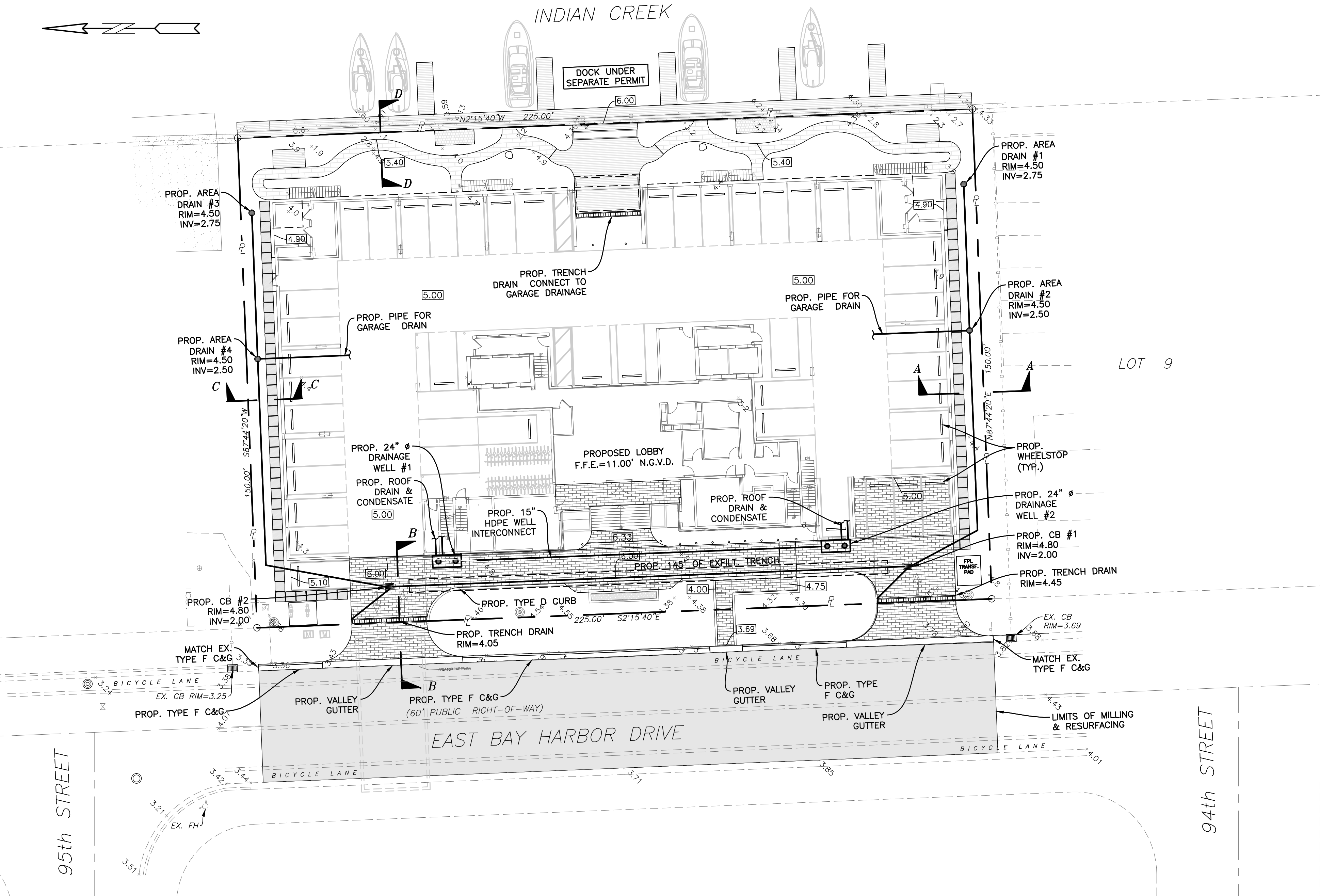
SEC 35, TWSP 52S, RNG 42E

NOTE:

ALL ELEVATIONS ARE REFERENCED TO N.G.V.D. 1929

LEGEND

- PROPOSED CONCRETE
- PAVEMENT RESTORATION
- PROPOSED PAVERS
- PROPOSED MILL & RESURFACE
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING CONCRETE
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE



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CIVIL ENGINEERING SOLUTIONS
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Fort Lauderdale, Florida 33315
Phone: 954.387.0371
Certificate of Authorization 7325

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Check positive response codes before you dig!

PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=20'

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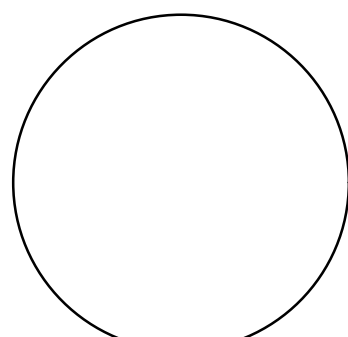
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Consultant



Luis O. Revuelta
AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name

PAVING, GRADING &
DRAINAGE PLAN

Sheet No.

C-1

LEGAL DESCRIPTION:

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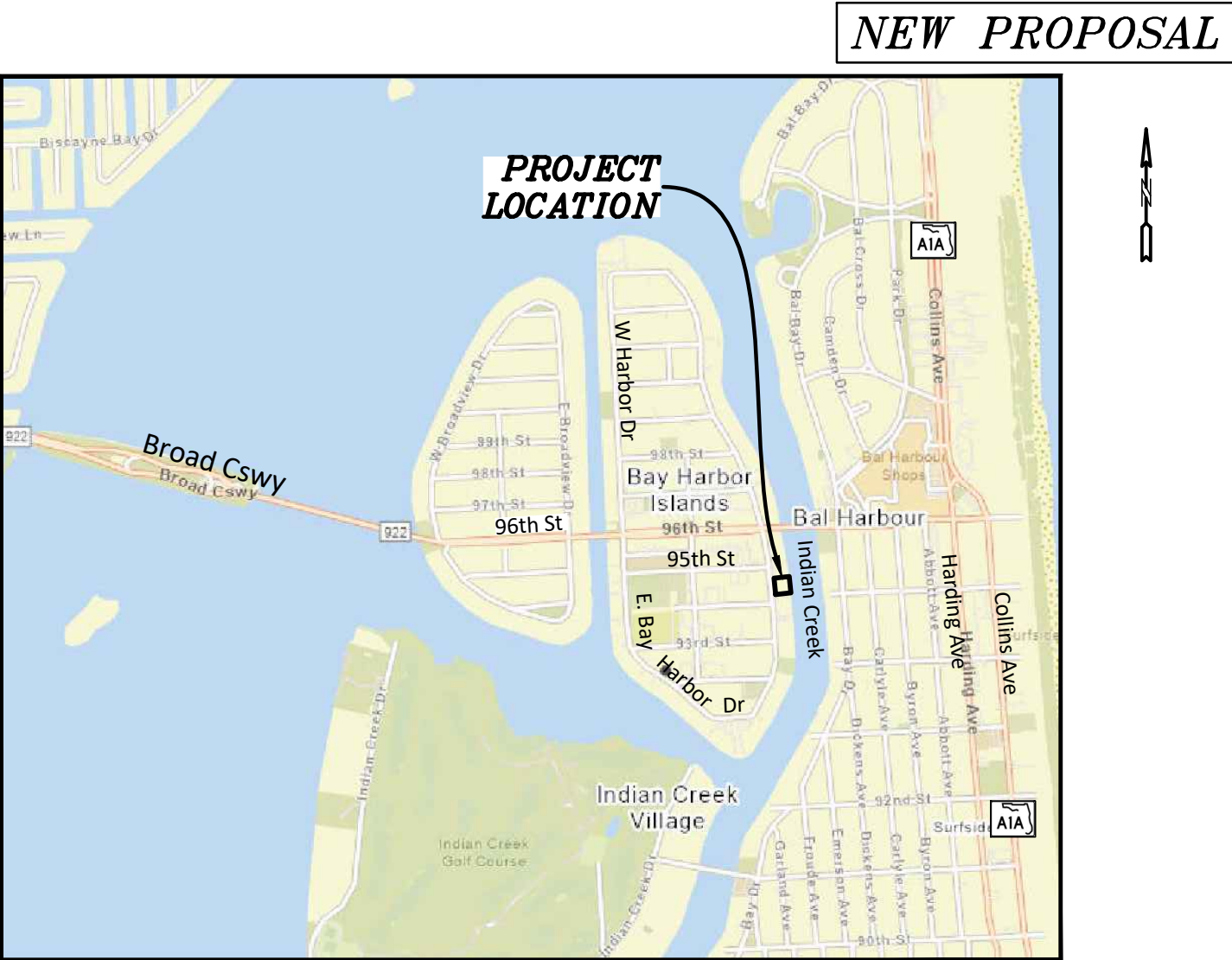
FOLIO NUMBER 13-2227-001-0070

Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

FLOOD INFORMATION:

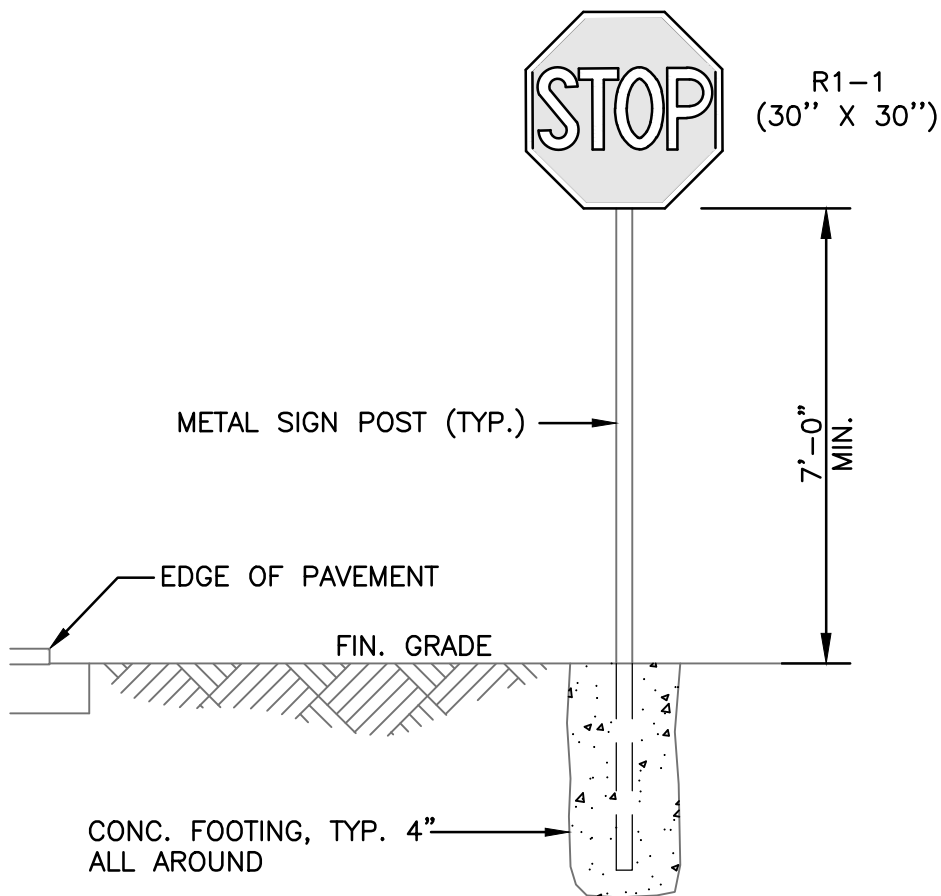
Control panel number: 12086C0144L
Flood zone: "AE"
Base flood elevation: 8.00' NGVD



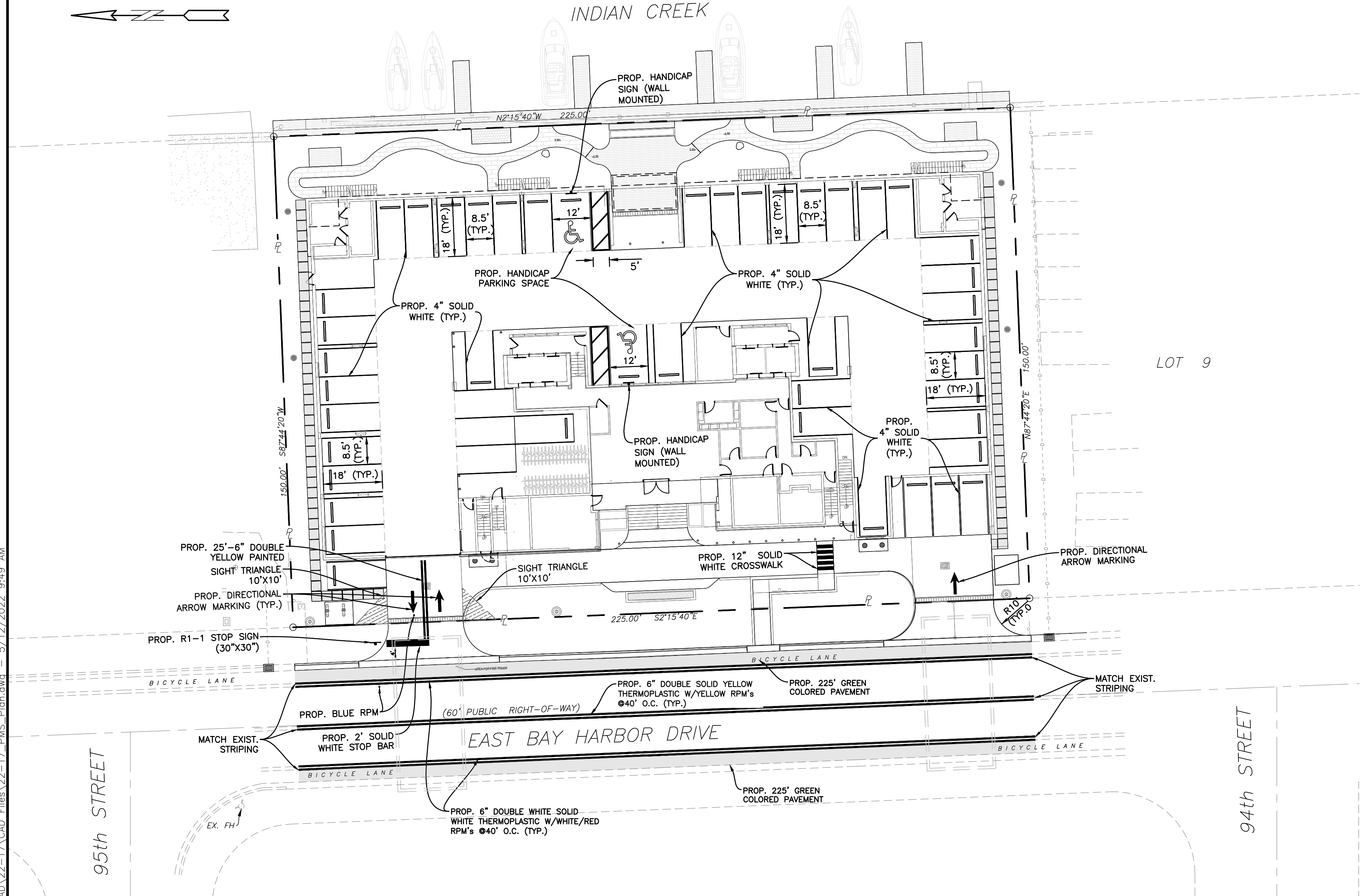
LOCATION MAP
SEC 35, TWSP 52S, RNG 42E
N.T.S.

LEGEND

- PROPOSED CONCRETE
- PAVEMENT RESTORATION
- PROPOSED PAVERS
- PROPOSED GREEN COLORED PAVEMENT
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING CONCRETE
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE



STOP SIGN DETAIL
N.T.S.



HOLLAND ENGINEERING
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301 S.W. 7th Street
Fort Lauderdale, Florida 33315
Phone: 954.387.0371
Certificate of Authorization 7325

SUSAN C. HOLLAND
STATE OF FLORIDA PROFESSIONAL ENGINEER
LICENSE No. 41831

Sunshine
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

PAVEMENT MARKING & SIGNAGE PLAN
SCALE: 1"=20'

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international

Miami
Santiago, Chile

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2950 SW 27th Ave.
SUITE 110
MIAMI, FL 33133

305.590.5000

Project

LA BAIA NORTH
9461 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name

**PAVEMENT MARKING
& SIGNAGE PLAN**

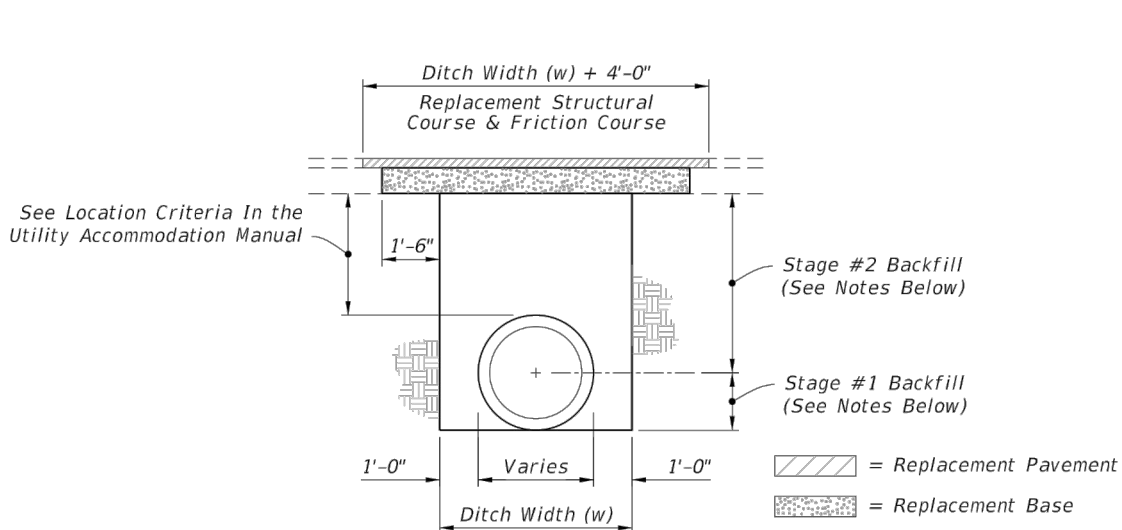
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C-3

22-17

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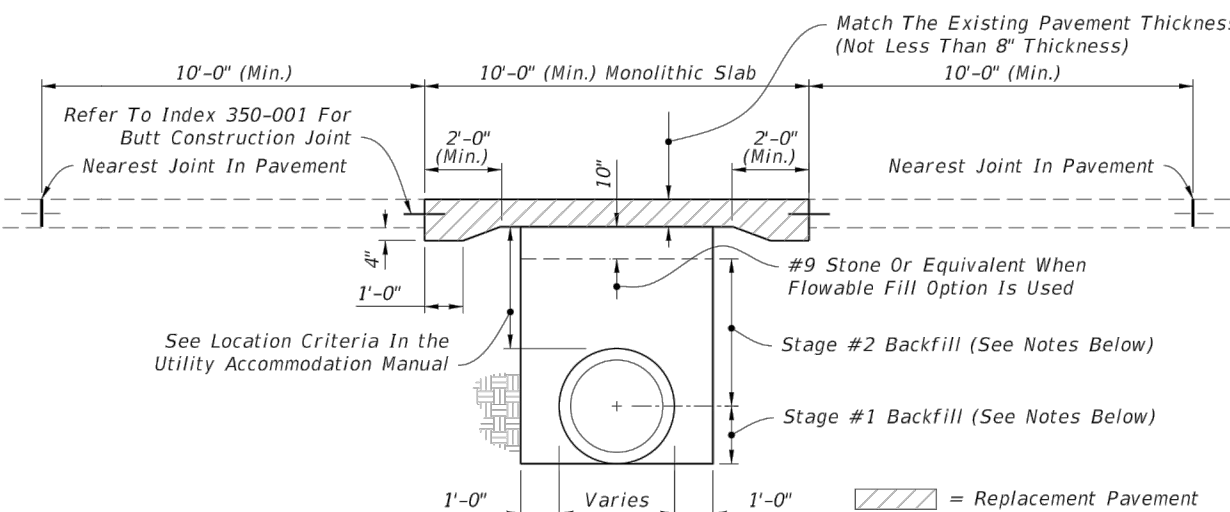
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- NOTES:**
PAVEMENT REMOVAL AND REPLACEMENT
- Pavement shall be mechanically sawed.
 - The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications.
 - The new base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy.

- BACKFILL OPTION**
- COMPACTED AND STABILIZED FILL**
 - Place backfill material in accordance with Specification 125.
 - In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical lamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 - In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the base, with the upper 12" receiving Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Group 3.
 - FLOWABLE FILL**
 - If compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 - Flowable fill is to be placed in accordance with Specification 121, as approved by the Engineer.
 - Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.
 - In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.
 - In Stage #2, place flowable fill to the bottom of the existing base course.

FLEXIBLE PAVEMENT CUT



- NOTES:**
PAVEMENT REMOVAL AND REPLACEMENT
- High early strength cement concrete (3000 psi) meeting the requirements of Specification 346 shall be used for rigid pavement replacement.
 - Pavement shall be mechanically sawed and restored to conform with existing pavement joints within 12 hours. (See Index 350-001)

- BACKFILL OPTION**
- GRANULAR BACKFILL**
 - Any edgedrain system that is removed shall be replaced with the same type materials. Any edgedrain system that is damaged shall be repaired with methods approved by the Engineer.
 - Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be special select soil in accordance with Index 350-001.
 - In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical lamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 - In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement.
 - FLOWABLE FILL**
 - If mechanical compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 - Flowable fill is to be placed in accordance with Specification 121, as approved by the Engineer.
 - Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.
 - In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.
 - In Stage #2, place flowable fill to the bottom of the stone layer.

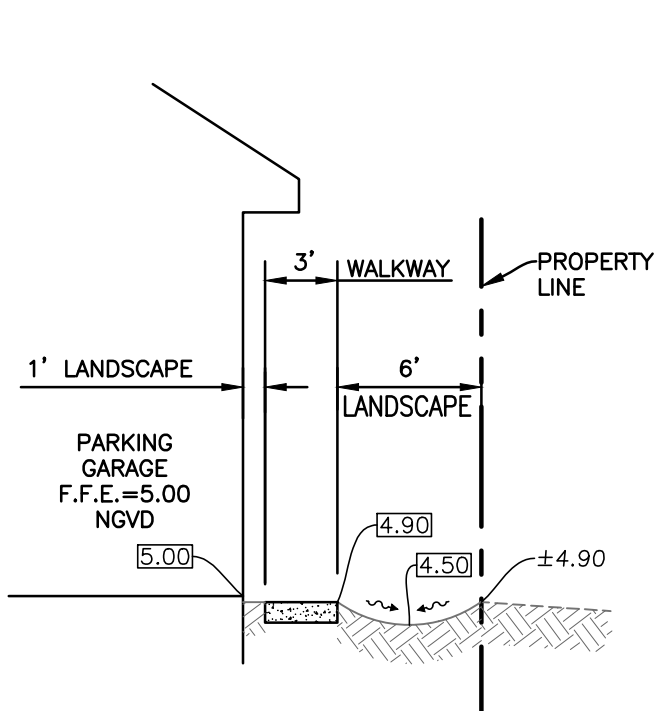
RIGID PAVEMENT CUT

- GENERAL NOTES**
- The details provided in this Index apply to cases in which jack and bore or directional boring methods are not required by the Engineer.
 - Flowable fill shall not be placed directly over loose, or high plastic, or muck material (see Index 120-001) which will cause settlement due to fill weight. Where highly compressible material exists, the amount, shape and depth of flowable fill must be engineered to prevent pavement settlement.
 - These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geotextiles, special bedding and backfill, or other special requirements.
 - Method of construction must be approved by the Engineer.
 - Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material.

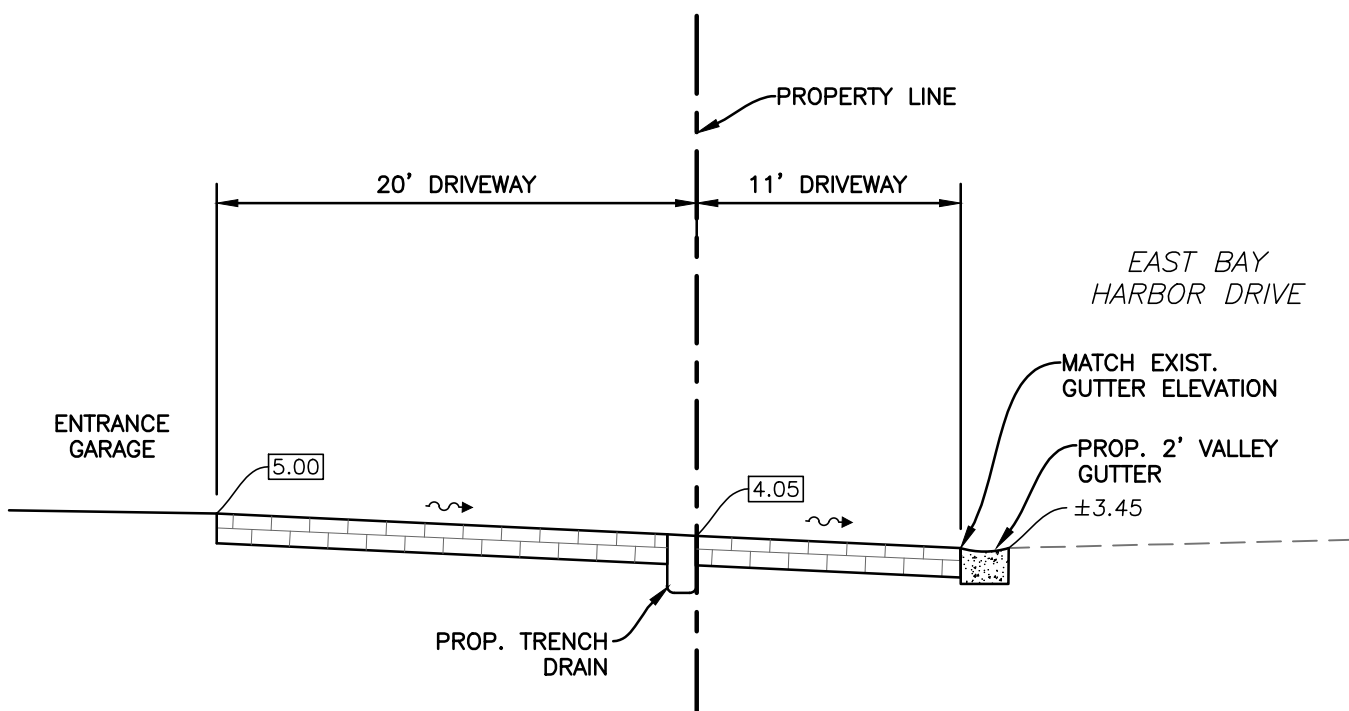
- Where asphalt concrete overlays exist over full slab concrete pavement, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course, except structural course may be used in lieu of dense graded friction course.
- All shoulder pavement, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.
- The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement crossings, whether straight or diagonal, and shall not be installed for significant depths or lengths. The maximum length shall be fifty (50) feet and a maximum depth of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes in soils engineering. The engineering document shall address the evaluation of local groundwater flow interruption and settlement potential.
- Excavatable flowable fill is to be used when the Flowable fill option is selected.

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

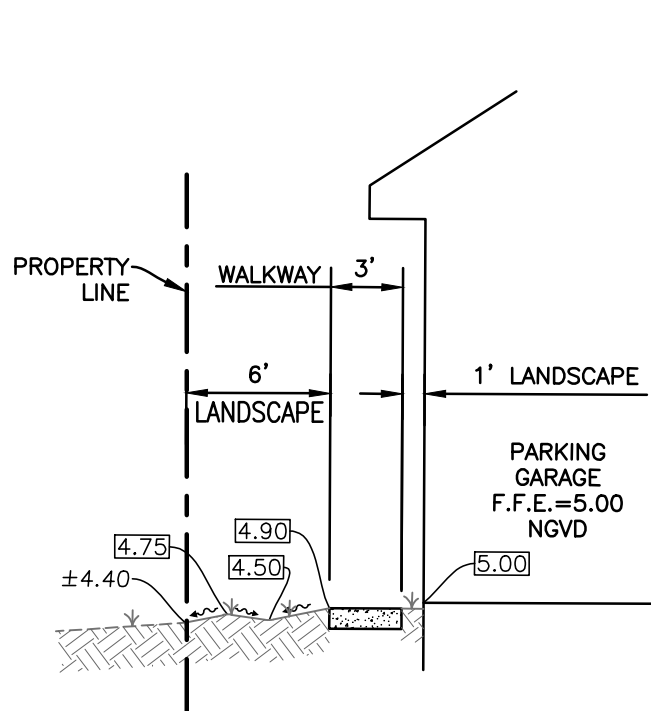
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11/01/17				125-001	1 of 2



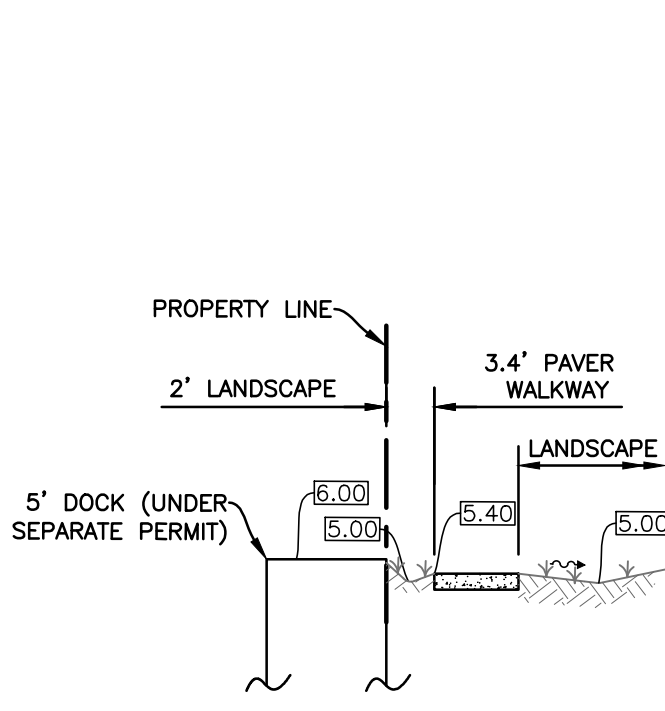
SECTION A-A
N.T.S.



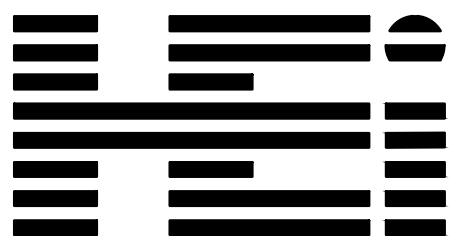
SECTION B-B
N.T.S.



SECTION C-C
N.T.S.



SECTION D-D
N.T.S.



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LICENSE No. 41831

SECTIONS & DETAILS

SCALE: N.T.S.

NEW PROPOSAL

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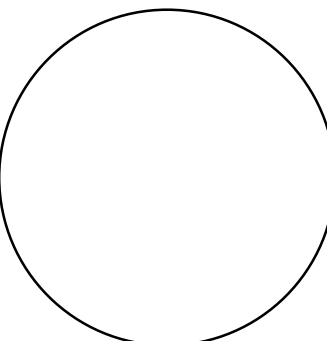
Project

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BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
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305.861.8181

Consultant



Luis O. Revuelta
AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name
SECTIONS & DETAILS

Sheet No.

C-4

22-17

GENERAL CONDITION NOTES :

1. THE LOCATION OF EXISTING UTILITIES AND TOPOGRAPHY HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION.
2. PRIOR TO CONSTRUCTION THE CONTRACTOR IS TO NOTIFY THE FOLLOWING COMPANIES & AGENCIES AND ANY OTHERS SERVING THE AREA:

FLORIDA POWER & LIGHT CO., CONSTRUCTION
SOUTHERN BELL TELEPHONE & TEL. CO.
CABLE CONSTRUCTION BUREAU
LOCAL CITY / COUNTY ENGINEERING & UTILITY DEPARTMENTS
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AS APPLICABLE
UNDERGROUND UTILITIES NOIFICATION CENTER OF FLORIDA
(S.U.N.S.H.I.N.E.)

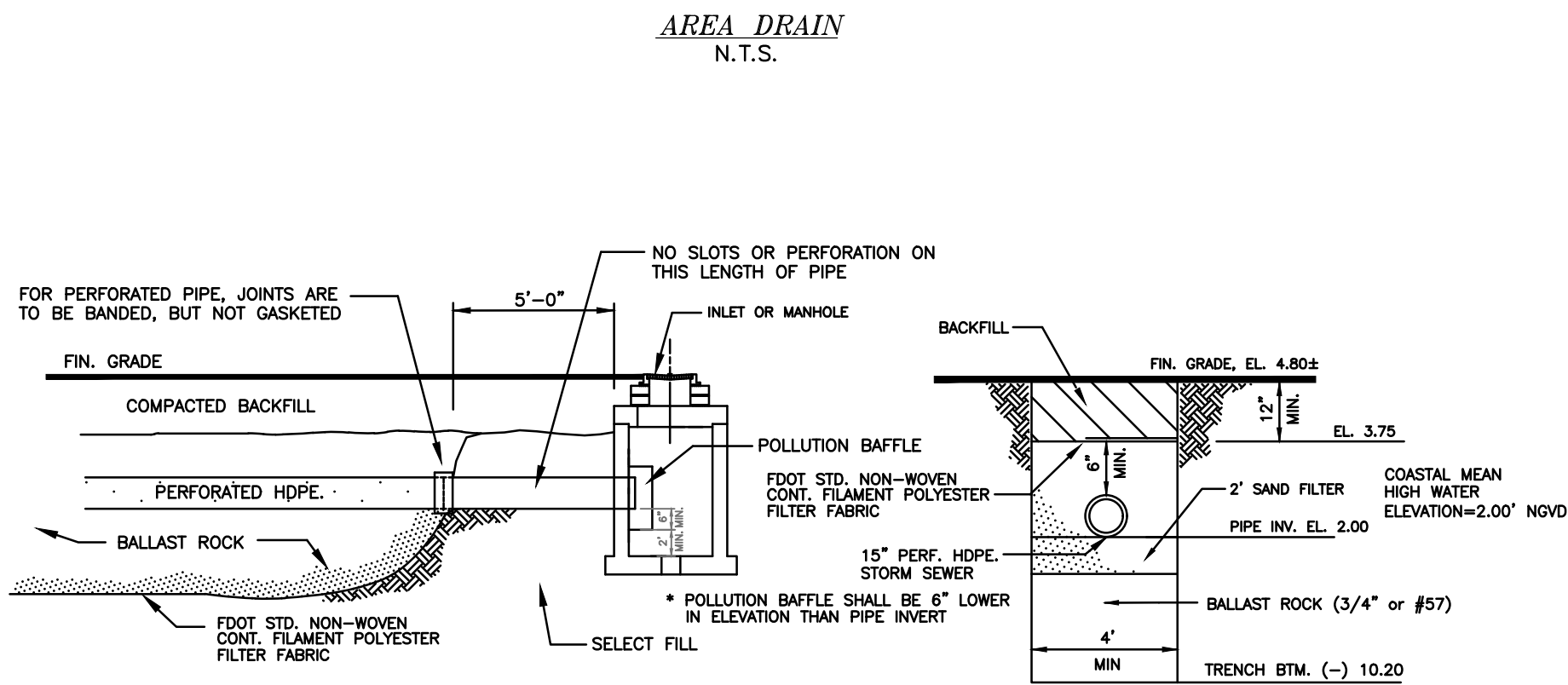
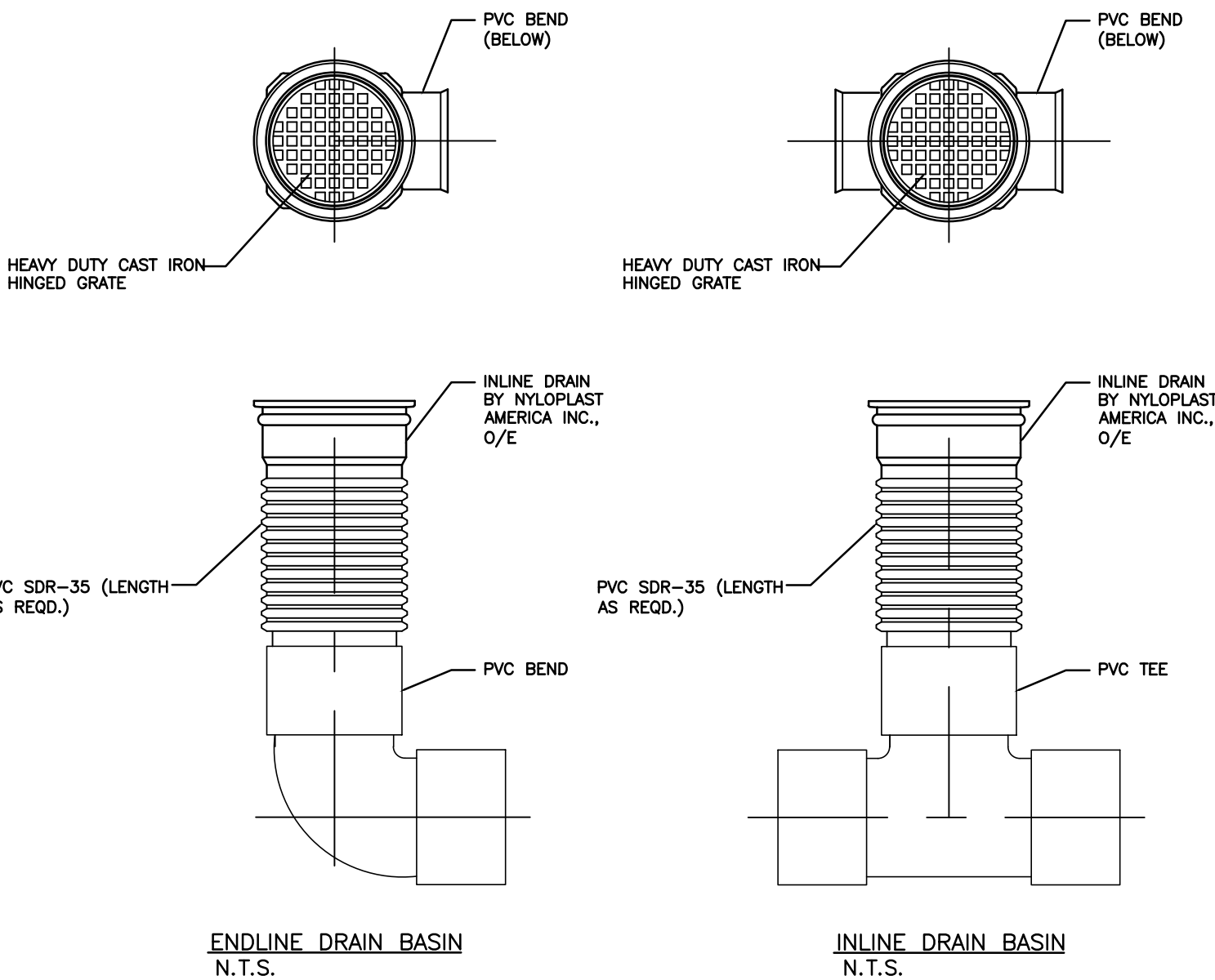
PAVING, GRADING & DRAINAGE NOTES:

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, HARDPAN, ORGANIC MATERIAL & OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND WITHIN THE ROAD & PARKING LOT AREAS SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, & REPLACED W/ THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE W/AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED PROVIDED THE EQUIPMENT & METHODS USED ARE PROVEN BY FIELD DENSITY TESTING TO BE CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED & GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL & DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH & ALL OTHER OBSTRUCTION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXIST. GROUND TO A DEPTH OF 12". ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR ADJUSTED SHALL BE SO DESIGNATED ON THE DWGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-2.4 IN ACCORDANCE W/ AASHTO M-145 & SHALL BE FREE FROM VEGETATION & ORGANIC MATERIAL. NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENG. TEST RESULTS MUST INCLUDE BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE & LIME ROCK, UTILITIES, EXCAVATION, ASPHALT GRADIATION REPORTS, CONC. CYLINDERS, ETC.
5. ALL INLETS & PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS & PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEM TO BE CLEAN OF DEBRIS PRIOR TO FINAL ACCEPTANCE.
6. WHERE NEW ASPHALT MEETS OR ABUTS EXIST. ASPHALT, THE EXIST. ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL ALSO BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.
7. SITE GRADING SHALL BE W/IN 0.1' OF THE REQUIRED ELEVATION & ALL AREAS SHALL BE GRADED TO DRAIN.
8. ALL SUBGRADE SHALL HAVE AN LBR OF 40 UNLESS OTHERWISE NOTED & SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY PER AASHTO T-180.
9. ALL LIMEROCK SHALL BE COMPACTED TO 98% PER AASHTO T-180 & HAVE NOT LESS THAN 60% OF CARBONATES OF CALCIUM & MAGNESIUM UNLESS OTHERWISE DESIGNATED. ALL LIMEROCK SHALL BE PRIMED.
10. CONCRETE & ASPHALT THICKNESS SHALL BE OF TYPE DESIGNATED ON DWGS.
11. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL CONFORMING TO SECTION 985 OF THE FDOT STANDARD SPECIFICATIONS.
12. CONC. SIDEWALKS SHALL BE 4" THICK ON COMPACTED SUBGRADE, W/ 1/2" EXPANSION JOINTS PLACED AT A MAXIMUM OF 75'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTER. THE BACK OF SIDEWALK ELEVATION SHALL EQUAL THE CROWN OF ROADWAY, UNLESS SPECIFIED OTHERWISE BY LOCAL CODES OR INDICATED ON DWGS. ALL CONC. SIDEWALKS THAT CROSS DRIVEWAYS SHALL BE 6" THICK.
13. PIPE SPECIFICATIONS : THE MATERIAL TYPE IS SHOWN ON THE DRAWINGS BY ONE OF THE FOLLOWING DESIGNATIONS -

RCP = REINFORCED CONC. PIPE, ASTM DESIGNATION C-76, TABLE III
CMP = CORRUGATED METAL (ALUM.) PIPE, TM DESIGNATION M-196
CMP = (SMOOTH LINED) CORRUGATED METAL (ALUM.) PIPE, ASTM DESIGNATION M-196
SCP = SLOTTED CONC. PIPE, FDOT SECTIONS 941 & 942
PVC = POLYVINYLCHLORIDE PIPE
PCMP = PERFORATED CMP, FDOT SECTION 945
DIP = DUCTILE IRON PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE.

PAVEMENT MARKING & SIGNING STANDARD NOTES :

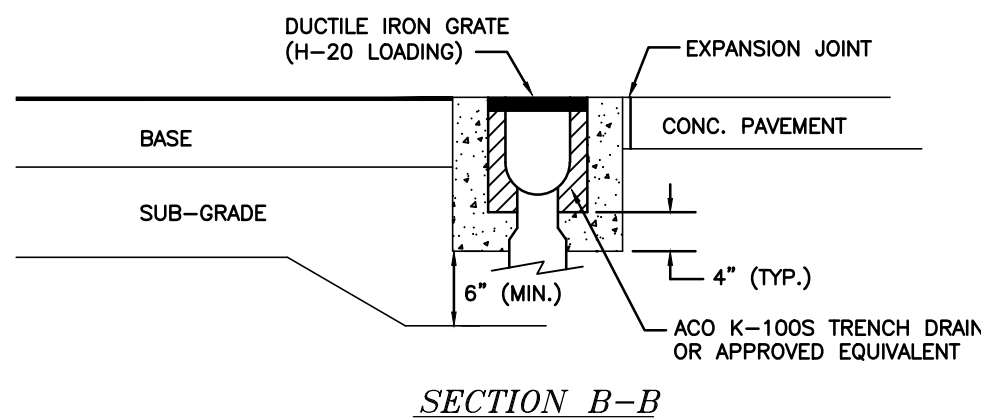
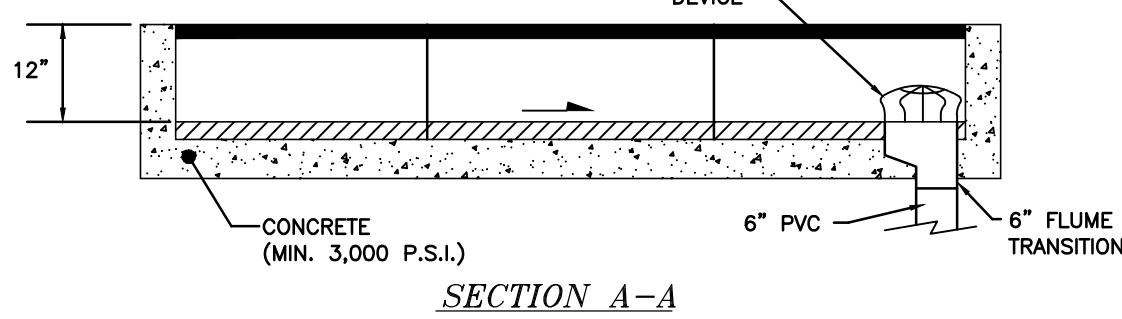
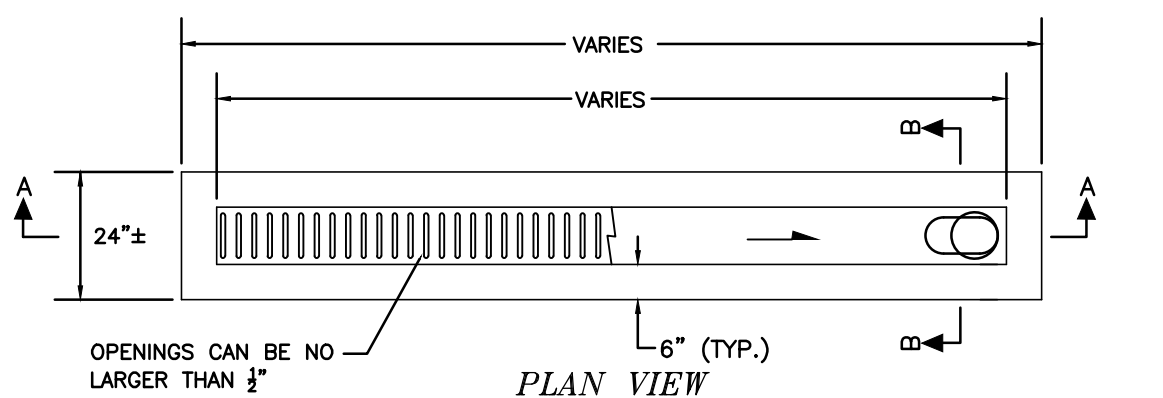
1. STOP SIGNS SHALL BE 30"x30" (R1-1), HIGH INTENSITY.
2. ALL SIGNS SHALL BE PLACED AT A HEIGHT NOT LESS THAN 5' & NOT GREATER THAN 7', THE HEIGHT IS MEASURED FROM THE BOTTOM OF THE SIGN TO THE EDGE OF NEAREST PAVEMENT. THE SIGN POST SHALL BE PLACED A MINIMUM OF 6' TO A MAXIMUM OF 12' FROM THE ADJACENT PAVEMENT, & A MINIMUM OF 6' FROM THE CROSS TRAFFIC PAVEMENT.
3. STOP BARS SHALL BE 24" WHITE.
4. ALL SITE PAVEMENT MARKINGS SHALL BE PAINT. (UNLESS INDICATED OTHERWISE)
5. ALL PAVEMENT MARKINGS IN THE ROAD RIGHT-OF-WAY SHALL BE THERMOPLASTIC & SHALL CONFORM TO FDOT OR LOCAL CITY/COUNTY STANDARDS.



EXFILTRATION NOTES:

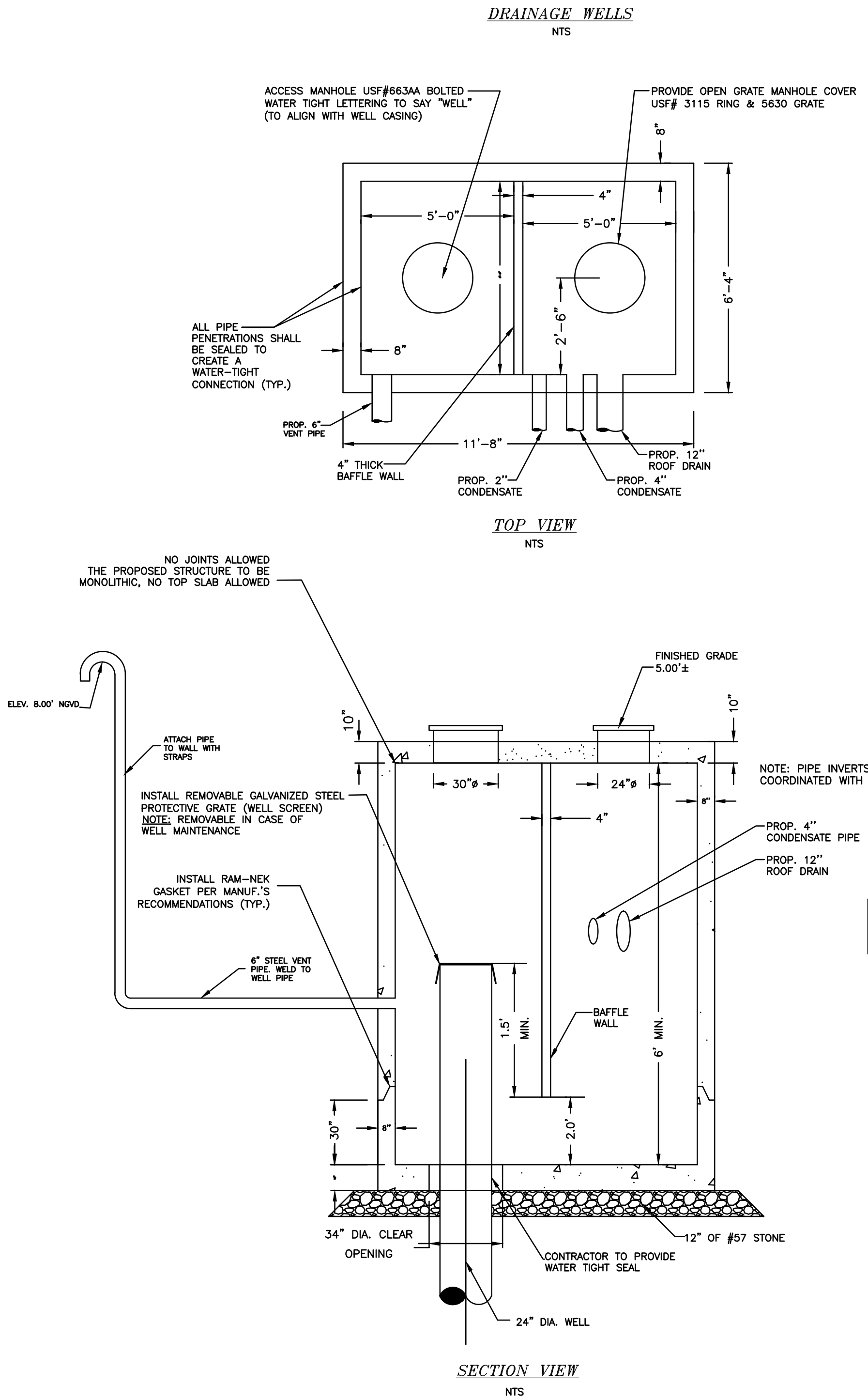
1. PLASTIC FILTER FABRIC (AT EACH SIDE, TOP & BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS AND/OR DIRECTED BY THE ENGINEER.
2. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. (BALLAST ROCK - 3/4" or #57)

EXFILTRATION TRENCH WITH SAND FILTER



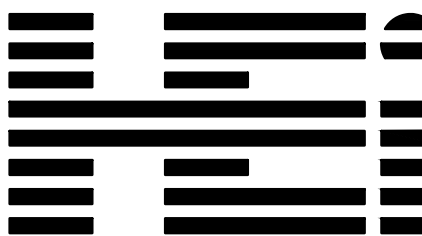
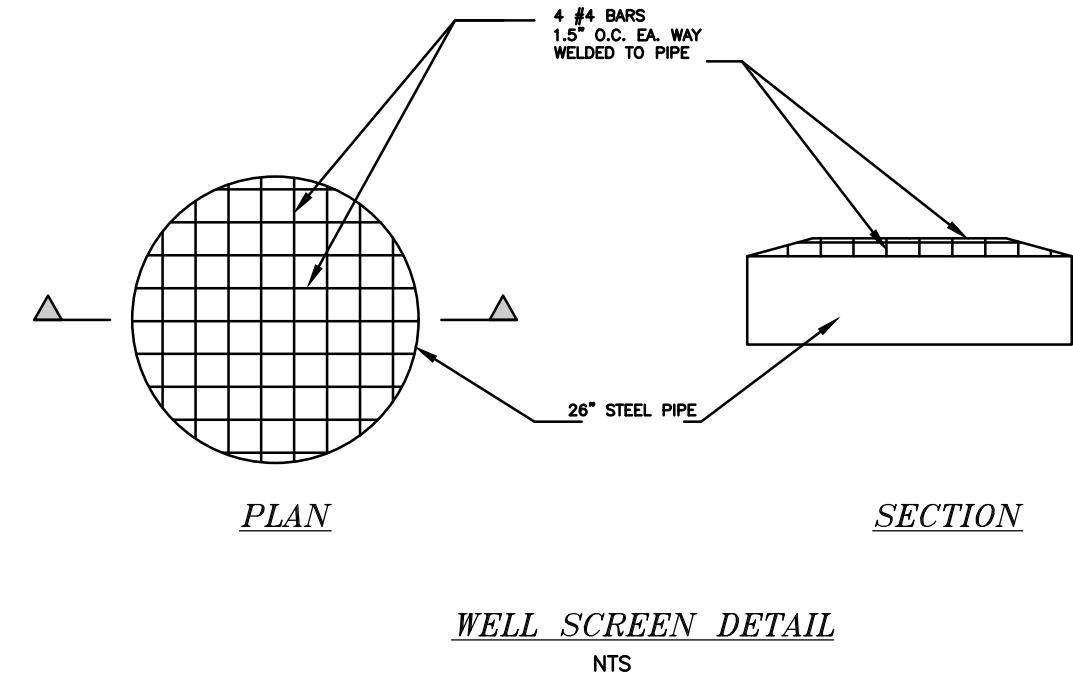
TRENCH DRAIN

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NOTES:

1. WELL DRILLER RESPONSIBLE FOR OBTAINING WELL CONSTRUCTION PERMIT.
2. NEOPRENE GASKETS TO BE INSTALLED UNDER LIDS AND AROUND PIPES.
3. VENT PIPES NOT TO BE INSTALLED DIRECTLY ACROSS FROM INLET PIPE.
4. WELL COVERS TO BE SECURELY ATTACHED TO STRUCTURE WITH NO MORTAR OR BRICKS.
5. CONTRACTOR SHALL GROUT BETWEEN 4" CONC. BAFFLE AND LID OF STRUCTURE TO ENSURE WATER PROOF SEAL.
6. WELL BOX REINFORCEMENT SHALL BE DESIGNED BY PRE-CASTER TO MEET F-DOT STANDARDS AND SPECIFICATIONS



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DRAINAGE DETAILS

SCALE: N.T.S.

NEW PROPOSAL

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Project

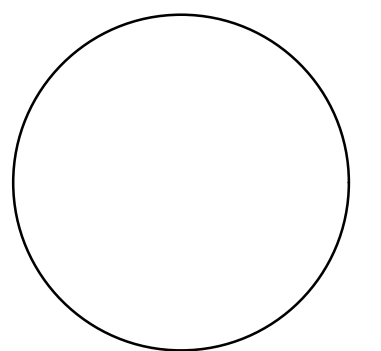
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Revisions

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Consultant



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NEW PROPOSAL

Date

04.21.22

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1"=20'

Project No.

2202

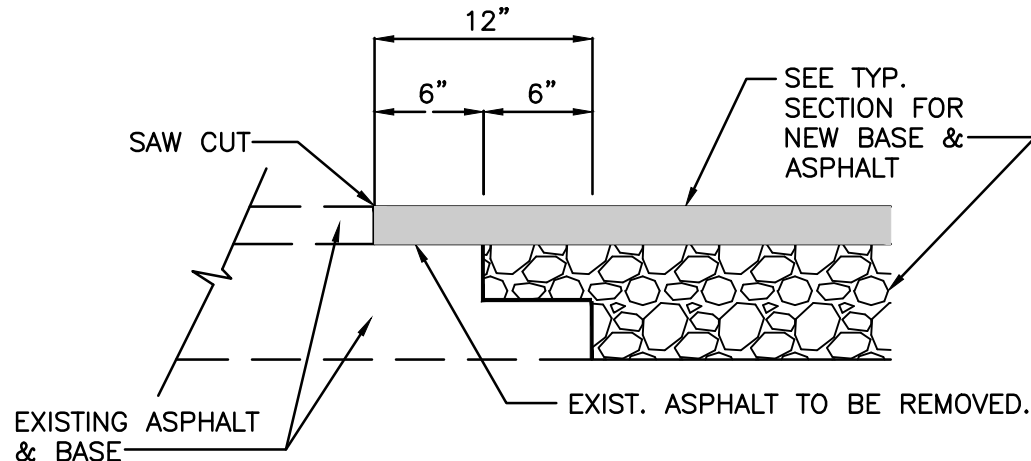
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SECTIONS & DETAILS

Sheet No.

C-5

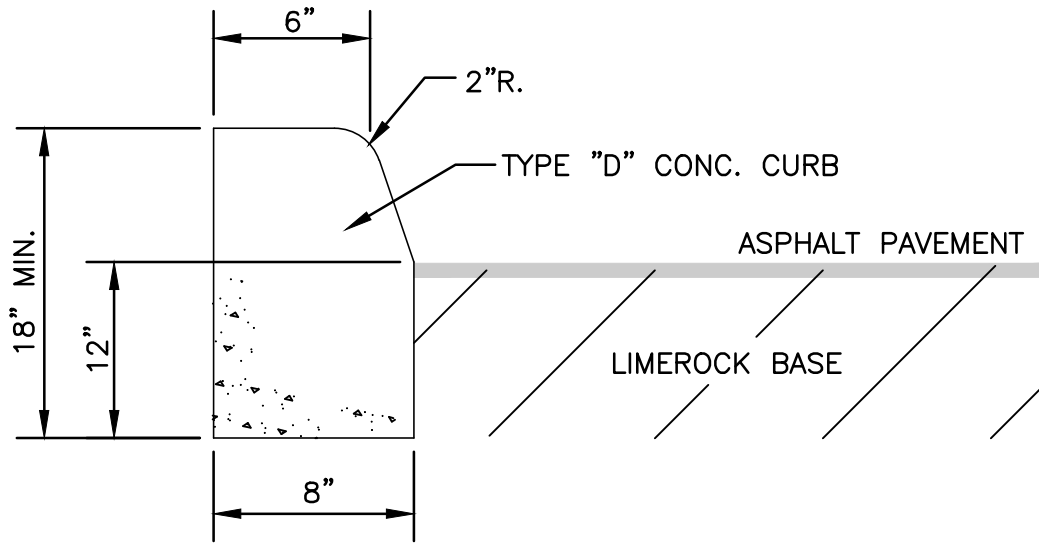
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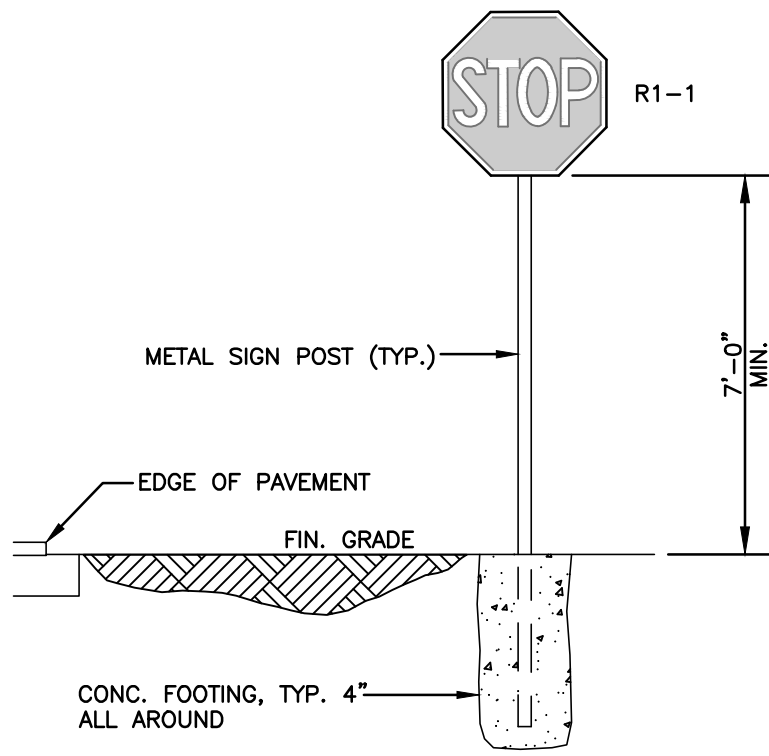
NOTE:

THIS METHOD OF PAVEMENT JOINT SHALL BE USED FOR ANY APPLICATION OR CONSTRUCTION WHERE PROPOSED PAVEMENT AND BASE WILL BE CONNECTED TO EXISTING PAVEMENT AND BASE.

PAVEMENT JOINT DETAIL
NTS



TYPE "D" CONCRETE CURB
NTS



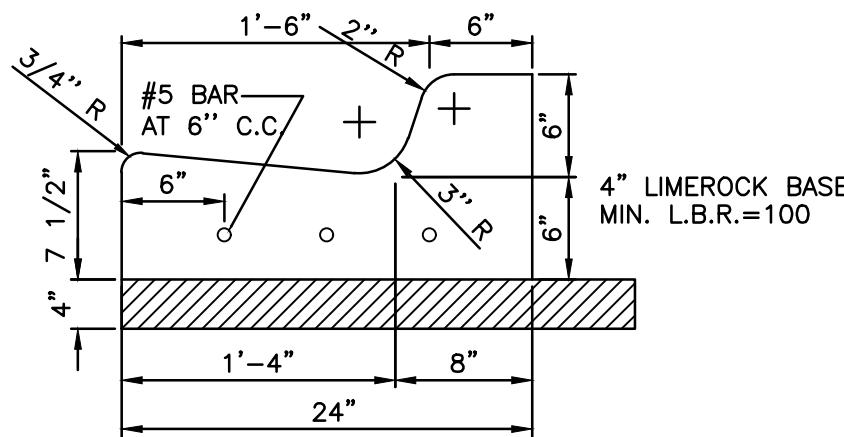
TYPICAL SIGN INSTALLATION
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CURB NOTE:

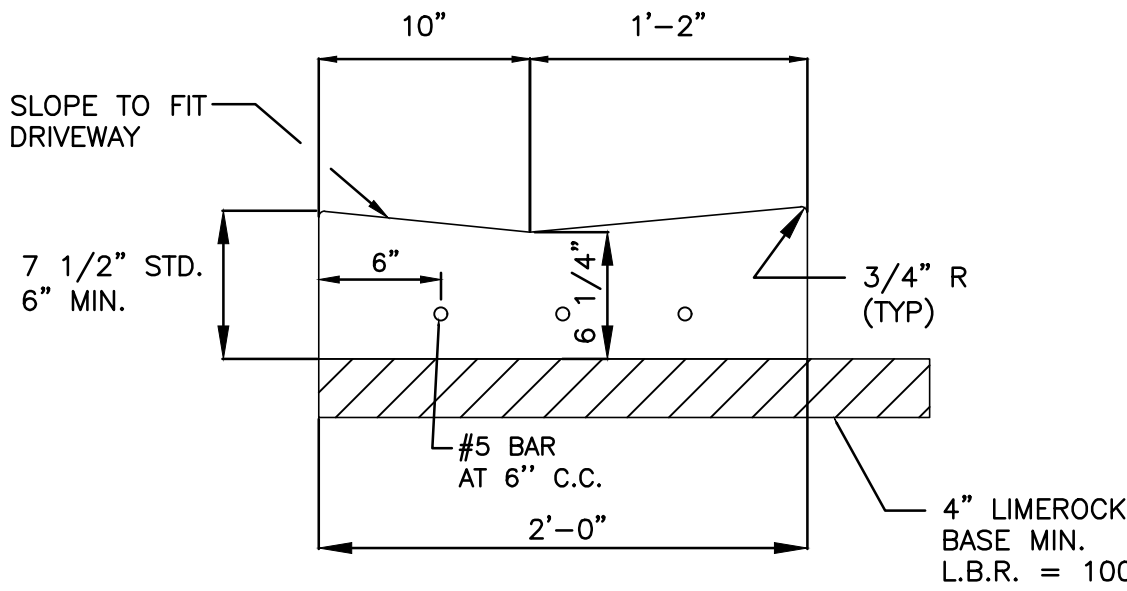
1. DOWELS SHALL BE DRILLED & EXPOIED INTO EXISTING VALLEY GUTTER & "F" CURB TO RESIST SHEAR FORCES BETWEEN THE OLD STRUCTURES & THE NEW STRUCTURES.
2. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY.
3. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

CURB NOTE:

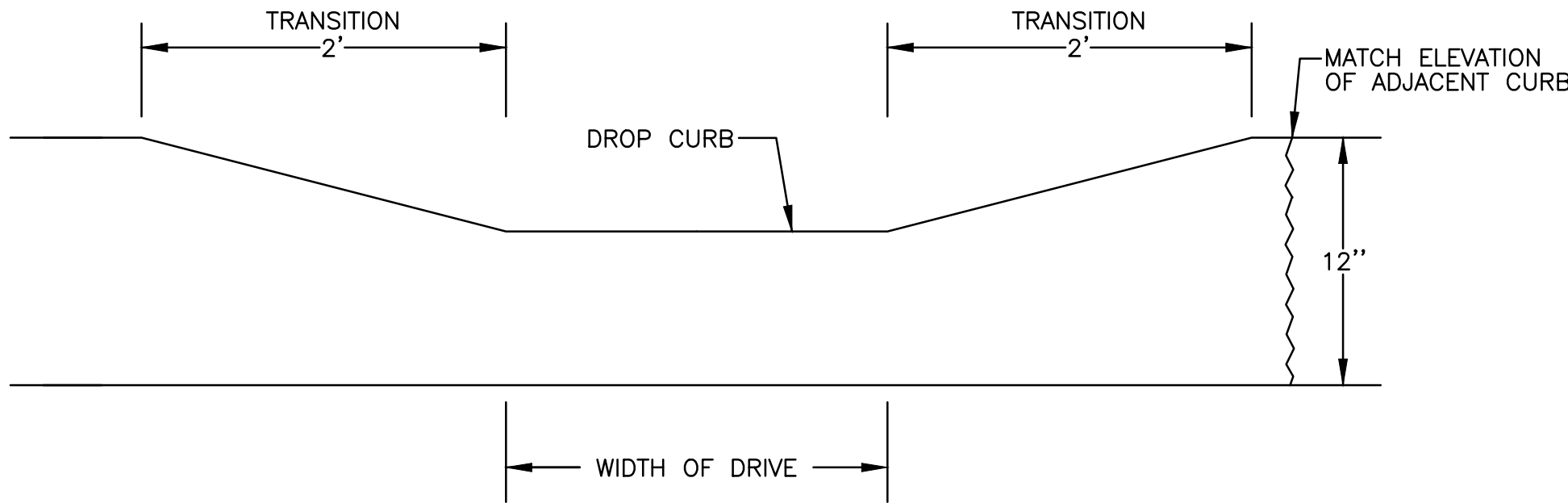
PROVIDE 1/2" X 18" SMOOTH DOWELS AT 12" C.C. TO CONNECT NEW CURB TO EXITING CURB.



TYPE "F" CONCRETE CURB AND GUTTER
PER FDOT STANDARD INDEX 300
DETAIL
NTS

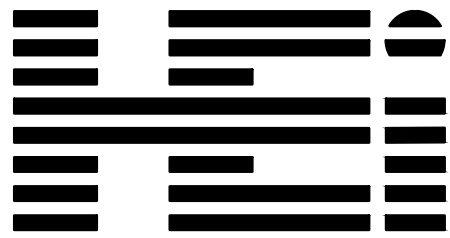


STANDARD DROP CURB (VALLEY GUTTER)
PER FDOT STANDARD INDEX 300
DETAIL
NTS



TRANSITION FROM DROP CURB
TO TYPE "F" CURB DETAIL
NTS

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SCALE: N.T.S.

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MIAMI, FL 33133

305.590.5000

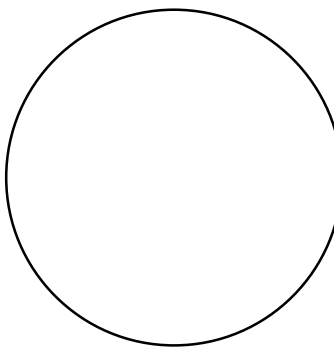
Project

LA BAIA NORTH
9461 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, Fl 33154
305.861.8181

Consultant



Luis O. Revuelta
AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name
SECTIONS & DETAILS

Sheet No.

C-7

22-17

9461 E. Bay Harbor Dr., Bay Harbor Islands
Elevations are referenced to NGVD
Post-Development Calculations

Prepared by Susan C Holland, P.E.
Lic. No. 41831



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signed by
Susan C
Holland
Date:
2022.04.27
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-04'00'

General Information

Total Project Area =	0.77 Acres	
Paved Area =	0.12 Acres	
Building Area =	0.50 Acres	
Lake Area =	0.00 Acres	
Recreation Area =	0.00 Acres	
Landscape Area =	0.15 Acres	
Total Impervious Area =	0.62 Acres	(80.5%)
Total Pervious Area (TPA) =	0.15 Acres	(19.5%)
Prop. Min. Floor Elevation =	11.00 '	
Prop. Min. Crown of Road =	NA	
Prop. Average Finished Grade =	5.00 '	
Lake Control Stage =	0.00 '	
Flood Criteria (Dade County only) =	0.00 '	
October Water Table =	2.00 '	
(Wet season water table)		
Credit (Dade County only) =	0.00 "	
Discharge Off-site =		

Storm Event Information

10 year - 1 day event = 7.00 "

9461 E. Bay Harbor Dr., Bay Harbor Islands
Post-Development

SCS Curve Number

Design Water Table Elevation = 2.00 '
Average Finished Grade = 5.00 '
Average Depth Water Table = 3.00 '

Compacted Water Storage - (CWS) = 4.95 "

Ground Storage Under Pervious Area
(CWS/12 in/ft) x (TMPA) = 0.06 AC-FT

Soil Storage (S) = 0.96 "

SCS Curve Number (CN) = 91.21

9461 E. Bay Harbor Dr., Bay Harbor Islands
Post-Development

Stage / Storage

Area of Developed Site Grading = 0.27 Acres

(Linear from 4.5' - 6.5')

Stage	Lake	Site Storage	Exfil. Trench Storage	Not Used	Not Used	Not Used	Total
2.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
3.00 '	0.00 AC-FT	0.00 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.71 AC-FT
4.00 '	0.00 AC-FT	0.00 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.71 AC-FT
5.00 '	0.00 AC-FT	0.07 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.78 AC-FT
5.50 '	0.00 AC-FT	0.14 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.85 AC-FT
6.00 '	0.00 AC-FT	0.20 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.91 AC-FT
6.50 '	0.00 AC-FT	0.27 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.98 AC-FT
7.00 '	0.00 AC-FT	0.41 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.12 AC-FT
7.50 '	0.00 AC-FT	0.54 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.25 AC-FT
8.00 '	0.00 AC-FT	0.68 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.39 AC-FT
8.50 '	0.00 AC-FT	0.81 AC-FT	0.71 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.52 AC-FT

9461 E. Bay Harbor Dr., Bay Harbor Islands
Post Development

Retention / Detention Requirements for Water Quality

First 1" of runoff

$$\text{Volume} = 1" \times 1\text{ft}/12" \times 0.77 \text{ Acres} = 0.06 \text{ AC-FT}$$

3 Year - 1 Hour event = 2.5"

Total project area - roof area = 0.77 acres - 0.50 acres = 0.27 acres

0.27 acres - 0.15 acres (pervious area) = 0.12 acres (impervious)

0.12 acres / 0.27 acres X 100% = 44% impervious

2.5" X 0.44 = 1.11" to be treated

1.11" X 0.77 acres = 0.86 acre-inches (0.07 acre-feet)

Water quality provided in the exfiltration trench

9461 E. Bay Harbor Dr., Bay Harbor Islands

Post-Development

10 Year - 1 Day

$$\begin{aligned}
 & \text{10 year - 1 Day Event} = 7.00 \text{ "} \\
 Q = & \frac{\left[\frac{7.00}{7.00} - 0.20 + \frac{(0.96)^2}{(0.96)} \right]}{5.96 \text{ "}} = 5.96 \text{ "} \\
 & 5.96 \text{ "} - 0.00 \text{ " (Dade Co. Credit)} = 5.96 \text{ "}
 \end{aligned}$$

$$\text{Volume} = \frac{5.96 \text{ "}}{12 \text{ in/ft}} (0.77) = 0.38 \text{ AC-FT}$$

$$\text{Corresponding Stage} = 2.25 \text{ '}$$

Exfilt Trench Lenght

La Baia North

4/26/2022

9461 E. Bay Harbor Dr., Bay Harbor Islands
Post-Development

Exfiltration Trench Length

C Pervious = 0.60

C Impervious = 0.90

Weighted C Factor = 0.84

Trench width = 4.00

H2 (depth to water table) = 2.80

Du (non-saturated trench depth) = 2.80

Ds (saturated trench depth) = 12.20

Capacity of existing system = 8.50 AC-IN (0.71 AC-FT)

$$L = \frac{8.50}{0.000657 \times [(2.8 \times 4) + (2 \times 2.8 \times 2.8) - (2.8)^2 + (2 \times 2.8 \times 12.2)] + [(0.000139 \times 4 \times 2.8]}$$

$$L = 144.18'$$

Length of exfiltration system provided = 145 feet

9461 E. Bay Harbor Dr., Bay Harbor Islands
Elevations are referenced to NGVD
Pre-Development Calculations

Prepared by Susan C Holland, P.E.
Lic. No. 41831

General Information



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Digitally
signed by
Susan C
Holland
Date:
2022.04.27
13:52:41 -04'00'

Susan C
Holland

Total Project Area =	0.77 Acres	
Paved Area =	0.03 Acres	
Building Area =	0.00 Acres	
Lake Area =	0.00 Acres	
Recreation Area =	0.00 Acres	
Landscape Area =	0.74 Acres	
Total Impervious Area =	0.03 Acres	(3.9%)
Total Pervious Area (TPA) =	0.74 Acres	(96.1%)

Exist. Min. Floor Elevation =	NA
Exist. Min. Crown of Road =	NA
Exist. Average Finished Grade =	5.00'
Lake Control Stage =	0.00'
Flood Criteria (Dade County only) =	0.00'
October Water Table =	2.00'
(Wet season water table)	
Credit (Dade County only) =	0.00 "
Discharge Off-site =	

Storm Event Information

10 year - 1 day event = 7.00 "

9461 E. Bay Harbor Dr., Bay Harbor Islands
Pre-Development

SCS Curve Number

$$\begin{array}{rcl} \text{Design Water Table Elevation} & = & \underline{2.00 \text{ '}} \\ \text{Average Finished Grade} & = & \underline{5.00 \text{ '}} \\ \text{Average Depth Water Table} & = & \underline{3.00 \text{ '}} \end{array}$$

$$\text{Compacted Water Storage - (CWS)} = 4.95 \text{ ''}$$

$$\begin{array}{l} \text{Ground Storage Under Pervious Area} \\ \text{(CWS/12 in/ft) x (TMPA)} = 0.31 \text{ AC-FT} \end{array}$$

$$\text{Soil Storage (S)} = 4.76 \text{ ''}$$

$$\text{SCS Curve Number (CN)} = 67.76$$

La Baia North

4/26/2022

9461 E. Bay Harbor Dr., Bay Harbor Islands

Pre-Development

Stage / Storage

Area of Developed Site Grading = 0.77 Acres

(Linear from 4.5' - 5.5')

Site							
Stage	Lake	Storage	Not Used	Not Used	Not Used	Not Used	Total
2.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
3.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
4.00 '	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT
5.00 '	0.00 AC-FT	0.19 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.19 AC-FT
5.50 '	0.00 AC-FT	0.39 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.39 AC-FT
6.00 '	0.00 AC-FT	0.78 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.78 AC-FT
6.50 '	0.00 AC-FT	1.16 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.16 AC-FT
7.00 '	0.00 AC-FT	1.55 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	0.00 AC-FT	1.55 AC-FT

9461 E. Bay Harbor Dr., Bay Harbor Islands

Pre-Development

10 Year - 1 Day

10 year - 1 Day Event = 7.00 "

$$Q = \frac{[7.00 - 0.20 + 0.80 + (4.76)]^2}{7.00 + 0.80 + (4.76)} = 3.39 "$$

$$3.39 " - 0.00 " (Dade Co. Credit) = 3.39 "$$

$$\text{Volume} = \frac{3.39 "}{12 \text{ in/ft}} (0.77) = 0.22 \text{ AC-FT}$$

Corresponding Stage = 5.09 '



May 13, 2022

La Baia North

Response to DRC Engineering Comments

1. Sheet A-003 Still makes reference to old sheets. There is no detail on sheet C-4 for gravity wall. Comment S not needed for DRC approval, but to take into consideration.

Response: Comment noted

2. Please provide a Section for all areas (a section C-C on the north side and a section D-D on the east side are needed). C-C is needed to show difference in elevation with adjacent lot, and stormwater retain onsite.

Response: The additional sections have been provided on sheet C-4.

3. Please provide Drainage Calculations (10 year storm event, 24 hours) that were used for sizing of the drainage including exfiltration trench. This is a requirement of DRC (Compliance with Adopted Level of Service (LOS)).

Response: Drainage calculations for the 10 year storm are provided.

4. Demonstrate Compliance with Town's Adopted Level of Service (LOS), Sec. 11-8.3 and 11-8.4 of Town Code. This includes, water, sewer, drainage, solid waste generation among others. This is a requirement of the DRC.

Response: Documents attached

Responses to DRC preliminary design submittal for check set review

date: 05.13.2022
attention: Town of Bay Harbor Islands

project ref: La Baia North - Multi-Family Condo Tower with Rooftop Pool Deck – RM 1 District
project address: 9461 East Bay Harbor Dr. Bay Harbor Islands, FL 33154

Comments / Responses

9) Landscaping Plan issues - the new revised Landscape Plan violates both the Miami- Dade County countywide Landscape Code (Ch. 18A) and the Town's Supplemental Landscape Code (Sec. 24-16). Further there are no Street Trees shown in the roadway swales as required by Miami-Dade County Chapter 18B and the Town Code. Finally, the Town has an adopted Street Tree Master Plan that mandates street segment by street segment a specific Street Tree species. There are existing FPL concrete poles fronting this site with both high mounted power lines and lower telephone / cable TV lines. The tree species selected by the new project Landscape Architect within the front landscape strip are not acceptable - not FPL "right tree / right place" species or preferred species. And lastly no trees at all are shown in any of the side yards to screen the adjoining residential complexes, which is required by Sec. 24-16 (taller trees for taller buildings for screening).

CRS response – All comments here have been updated on sheets L-101 through L-104 and comply.

o Street Trees - Per Chapter 18B of the M-D Landscape Code and Town Supplemental Landscape Code Street Trees are required to be planted in roadway swales abutting developed lands (or if not possible in landscape strip close to front PL) at 35' on center. They are to be installed in a regimented fashion evenly. Based on this subject site width (225') at least 6 Street Trees are required. The Town's Street Tree Master Plan specifies that Beauty Leaf trees are required for this roadway segment normally, but due to the inability by FPL to allow for the undergrounding of the existing overhead power lines, the alternative tree species is Geiger Trees. The minimum height required at planting is 12'-14' with a 5' spread. Revise the plans to include the Street Trees.

CRS response – After receiving town adopted street tree master plan, we are now showing and comply as directed and shown on sheet L-101

O Tree Quantity - Per Chapter 18A of the M-D Landscape Code and Town Supplemental Landscape Code for multifamily developments at least 28 trees per acre are required. Based on the site size at least 22 shade trees are required. Street Trees are not part of the lot trees - they are separate calculations. A group of three (3) palm trees equals one (1) shade tree. Not more than 25% of the required shade trees can be palms. You can install more palms they just do not count. The new revised Landscape Plan shows only 12 shade trees, but 32 (23 not 32) palm trees. A specific variety of certain plant material is required to avoid monotony. Revise the plans to comply with the minimum Landscape Code requirements.

CRS response – Understood and have updated with compliance as shown and labeled in plan on sheet L-101 with summary on sheet L-103 and L-104

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landscape design . site design . master planning . urban design . mixed use planning . civic design . cultural design . eco tourism . hospitality . parks & recreation . graphic design . art and paintings

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O Landscape Plan Calculation Table - The Landscape calculation table shown on the plans is an older outdated table. See the attached latest table to be utilized.

CRS response – Apologies as we could not locate this on town website or within municode but has been updated as shown on sheet L-104

O Taller Trees Required for Taller Buildings - Town Code Sec. 24-16 requires that if taller buildings are proposed - taller trees are required at planting to help screen adjoining sites. There is a schedule in the Code based on the height of the building. Include the calculations from the latest Landscape Calculation Table and revise the plans accordingly. There are nor trees shown at all in the side yards - add as many tall thin palm trees as possible to help screen the building from neighbors.

CRS response – updated as shown on sheet L-101. Selections and placement relate to building design.

O Fire Truck Staging Areas — As mentioned above the proposed Fire Truck Staging area that partially encroaches into the landscape swale are must be removed. The roadway swales are only for Street Trees and grass. If the FD demands still this the site layout may need to be revised to increase the front yard landscape strip to replace the lost area.

CRS response – updated as shown on sheet L-101 as well as all ground level sheets.

O Swale Landscape Materials - The new revised Landscape Plans shown an intent to plant a variety of shrubbery / ground cover plants in the Town's roadway swales. This is strictly prohibited - as the primary purpose of a swale is for drainage and to serve as a vehicle recovery area for swerving movements. Revise the plans.

CRS response – Understood and updated per sheet L-102

O Sight Visibility Triangle - These are shown (10' x 10') on the north driveway only but not on the south driveway connection to EBHD. Revise the plans.

CRS response – Understood and updated per sheet L-101. We cannot show vision triangles on south entry as we would lose 2 more street trees and would prefer to maintain to ensure code compliance on street tree quantities.

o Landscape Material Sizes - On Sheet L-103 a plant list is provided showing the specifications for trees / shrubs / etc. In South Florida (M-D / Broward / etc.) all landscape materials are specified in Landscape Codes by height / spread / trunk caliper m- not a container size. You could have a 50-gallon container with the 3' height tree - everyone understands it is a landscape nursery / industry term but is not reliable for ensuring properly sized plant materials are installed. Most of the trees listed in the table have hgt. / spread / caliper space - but not the shrubs. The Town Code requires shrubs to be at least 24" tall / 24" on center at time of planting. Revise the plans.

CRS response – Understood and updated per sheet L-103. Spacing shown in plan on sheet L-102

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10) Photometric Plan - Sec. 23-19 requires the submission of a preliminary photometric plan meeting the Code criteria with all Site Development Plan submissions. Provide the plan.

CRS response – We have coordinated with the applicable consultants to provide such plans and they will provide an additional response here to ensure code compliance.

Thank you for your review and we appreciate your comments. We look forward to working with the Town of Bay Harbor Islands on successfully completing this project for the community. Very best regards...

Sincerely,



Corey Seltenright, BLA
owner / designer
C. Right Studios



Patrick Hodges, ASLA
registered landscape architect

Address: Post Office Box 611052 - Rosemary Beach, Florida 32461

Phone: 850.528.1925

Email: patrick@phlandstudio.com



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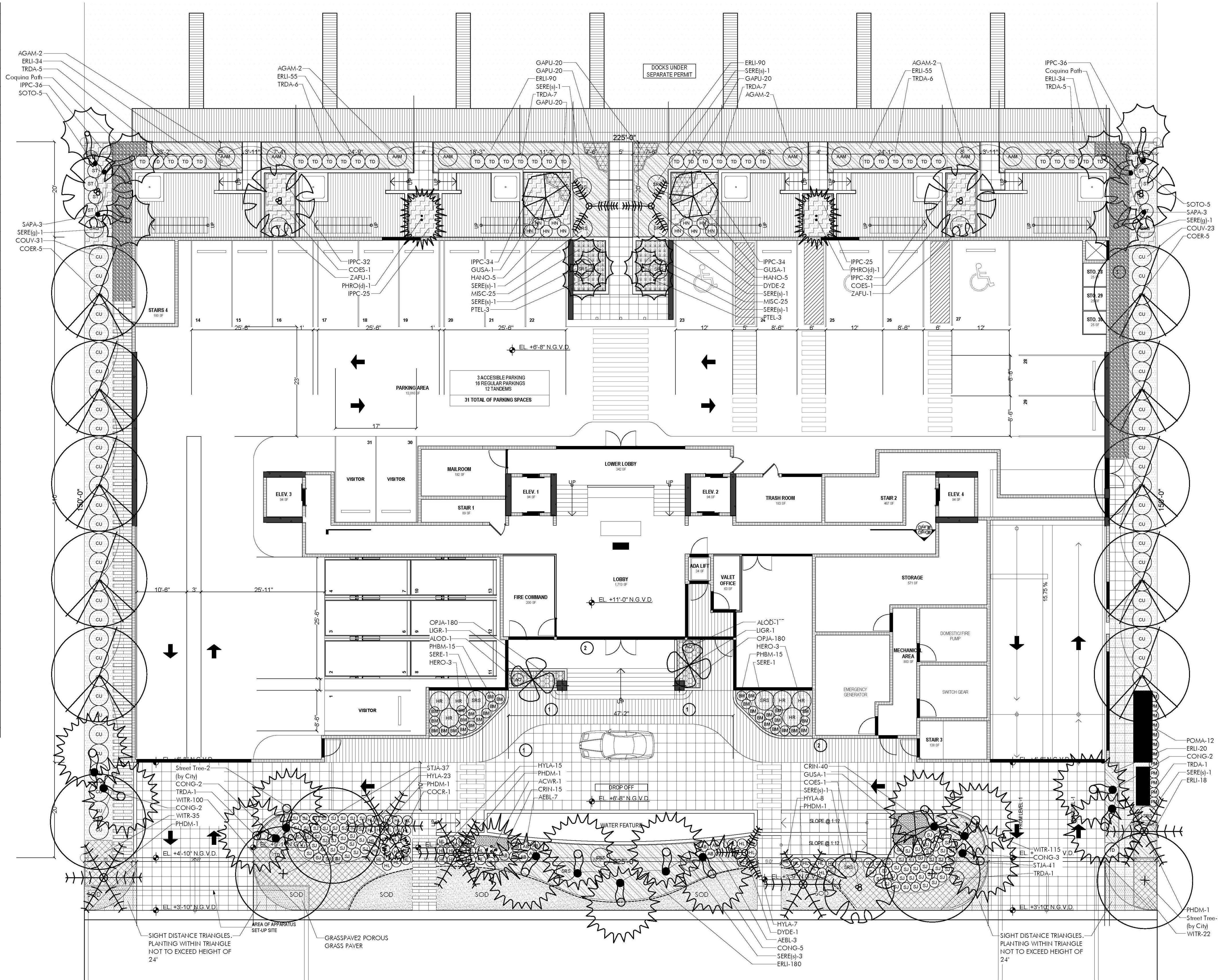
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previously approved

PLANT LIST - GROUND FLOOR				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
COER	Conocarpus erectus ...Green Buttonwood	10	ea.	14' tall x 5' spread, 3' cal, 5' cl
COES	Conocarpus erectus 'Sericeus' ...Silver Buttonwood	5	ea.	12' tall OA, multi-trunk, lifted to tree form 4' CT min.
GUSA	Goussium vandum ...Lignum Vitae	3	ea.	8' tall x 8' spread, 2" DBH. Min
STREET TREES (Species to be selected by the Village)				
		5	ea.	16'-18' tall x 7' spread, 6 cl, 4" cal
PALMS				
KEY	PLANT NAME	QTY.	UT.	SIZE
ACVR	Acrocalymma wrightii ...Pavane Palm	1	ea.	10' tall OA, 6 trunks min.
COCR	Coccothrinax clinita ...Old Man Palm	1	ea.	5' Tall OA
CONG	Coccothrinax clinita ...Coconut Palm	14	ea.	30' tall OA, curved trunks, lean 5" where shown on plans
DYDE	Dypsis decaryi ...Triangle Palm	3	ea.	16' tall OA
UGR	Urolophora grandis ...Ruffled Fan Palm	2	ea.	5' Tall OA
PHDM	Phoenix dactyloides 'Medjool' ...Medjool Date Palm	5	ea.	15' GW, classic cut
PHRO(4)	Phoenix roebelinii ...Pygmy Date Palm	2	ea.	8' tall OA, double trunk
PTEL	Phycosperma elegans ...Solitaire Palm	6	ea.	22' tall OA
SAPA	Sabal palmetto ...Sabal Palm	6	ea.	24' tall OA, character trunks, leaning where shown on plans
SHRUBS AND GROUNDCOVERS				
KEY	PLANT NAME	QTY.	UT.	SIZE
AEBL	Aechmea blanchetiana ...Orange Bromeliad	10	ea.	24"x24", orange color
AGAM	Agave americana ...Blue Agave	8	ea.	48"x48"
ALOD	Alcantarea odorata ...Fragrant Bromeliad	2	ea.	24" x 24"
COUV	Coccoloba uvifera ...Seagrape	54	ea.	36"x36", install 48" o.c.
CRIN	Crotona indica/induratus ...Orange Marmalade	55	ea.	1 gal cans, install 12" o.c.
ERU	Erasmia littoralis ...Golden Creeper	576	ea.	3 gallon cans, 18" o.c.
GAPU	Gallardia pulchella ...Blanket Flower	80	ea.	1 gal cans, install 12" o.c.
HANO	Hamelia nodosa ...Dwarf Firebush	10	ea.	18" x 18"
HERO	Heliconia rostrata ...Hanging Lobster Claw	6	ea.	5' Tall OA
HYLA	Hymenocallis latifolia ...Spider Lily	53	ea.	3 gallon cans, full
IPPC	Ipomoea pes-caprae ...Railroad Vine	254	ea.	3 gal cans, full, install 18" o.c.
MISC	Microsorium scolopendria ...Wart Fern	50	ea.	3 gal cans, full, install 18" o.c.
OPJA	Ophiopogon japonicum ...Mondo Grass	360	ea.	6" pots, install 6" o.c.
PHBM	Philodendron 'Burle Marx' ...Burle Marx Philodendron	30	ea.	18"x18"
PCMA	Podocarpus macrophyllus ...Podocarpus	12	ea.	30"x18"
SERE(3)	Serenoa repens ...Saw Palmetto	2	ea.	24" x 24", Green color
SERE(5)	Serenoa repens 'Silver' ...Saw Palmetto	13	ea.	24" x 24", Silver color
SOTO	Sophora tomentosa ...Necklace Pod	10	ea.	24" x 24"
STJA	Stachytarpheta jamaicensis ...Blue Portweed NATIVE VARIETY	78	ea.	18"x18", creeping NATIVE VARIETY
TRDA	Tripsacum dactyloides ...Fakahachee Grass	39	ea.	3 gallon cans, full
WITR	Widalia trilobata ...Widalia	272	ea.	1 gal cans, 18" o.c.
ZAFU	Zamia furfuracea ...Cardboard Palm	2	ea.	36" x 36"
MISCELLANEOUS				
sod	Celebration Bermuda Sod	650	s.f.	solid sod
	Planting Soil 80% Silica Sand 20% Florida Peat	410	c.y.	excavate and backfill 12" in all sod areas, 18" in all shrub areas, and 24" in tree pits
	Shredded Mulch	40	c.y.	2" layer in all shrub beds



PLANTING PLAN - GROUND FLOOR
SCALE: 1" = 10'



LANDSCAPE DESIGNER:
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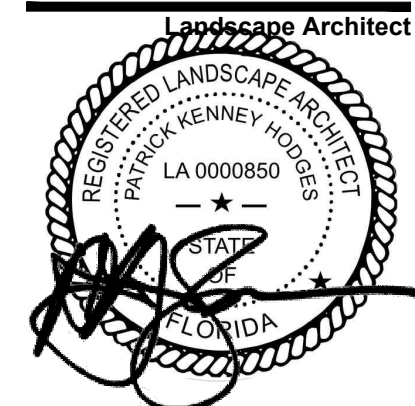
Project

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9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
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Bay Harbour Islands, FL 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Previously Approved
Ground Landscape Plan

Sheet No.

L-101-PA

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NOT FOR CONSTRUCTION

new proposal



PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
2	QV	Quercus virginiana	Live Oak
2	CR	Clusia rosea	Autograph Tree
6	CS	Cordia sebestena	Orange Gieger Tree
13	EF	Myrcianthes fragrans	Simpson's Stopper
8	CD	Coccoloba diversifolia	Pigeon Plum
6	MC	Mynca cerifera	Florida Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
2	TC	Tabebuia chrysotricha	Golden Trumpet Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
14	SP	Sabal palmetto	Sabal Palm
12	VM	Veitchia montgomeryana	Montgomery Palm



LANDSCAPE DESIGNER:
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LANDSCAPE ARCHITECT:
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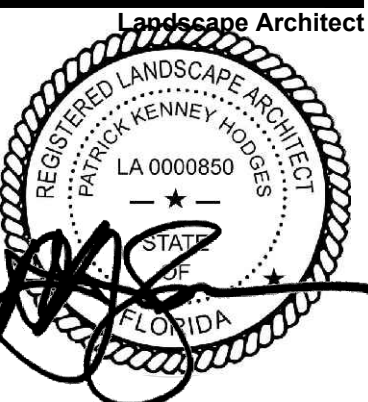
Project

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CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

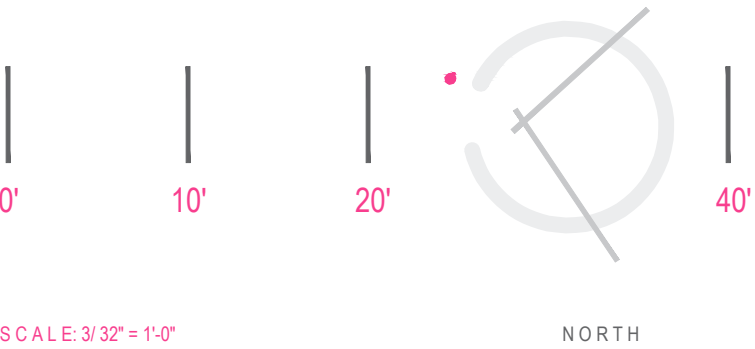
Project No.
2202

Sheet Name
First Floor Canopy
Planting Plan

Sheet No.

L-101 i

DRAWING SCALE AND NORTH ARROW:



[illegible]

TREES			
QTY	SYM	Botanical Name	Common Name
2	QV	Quercus virginiana	Live Oak
2	CR	Clusia rosea	Autograph Tree
6	CS	Cordia sebestena	Orange Gleger Tree
13	EF	Myrcianthes fragrans	Simpson's Stopper
8	CD	Coccoloba diversifolia	Pigeon Plum
6	MC	Myrica cerifera	Florida Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
2	TC	Tabebuia chrysotricha	Golden Trumpet Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
14	SP	Sabal palmetto	Sabal Palm
12	VM	Veitchia montgomeryana	Montgomery Palm

NOTE: refer to L103 for complete tree specifications and L104 for comparison to previously approved submission.

10'-0" FRONT PARKING SETBACK



9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

L-101

new proposal



pigeon plum



live oak



autograph tree (leaf , fruit)



autograph tree



simpson stopper



southern wax myrtle



pink plumeria (flower)



pink plumeria



pink trumpet tree



christmas palm



sabal palm



montgomery palm



lignum vitae (GO) - potential potted plant



orange geiger (street tree)

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new proposal

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PLANT SCHEDULE



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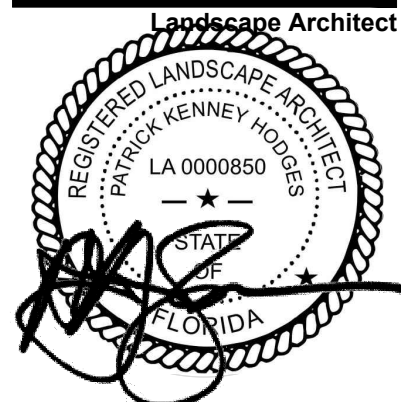
Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

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SITE PLAN REVISION

Date
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Project No.
2202

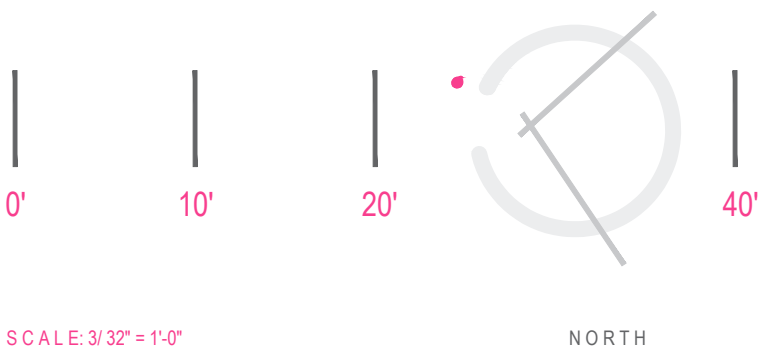
Sheet Name
First Floor Understory
Planting Plan

Sheet No.

L-102 i

SHRUBS			
QTY	SYM	Botanical Name	Common Name
245	FM	Ficus microcarpa	Green Island Ficus
37	NB	Nephrolepis biserrata	Sword Fern
99	GL	Gymnanthes lucida	Crabwood
9	SRC	Serenoa repens 'silver'	Silver Saw Palmetto
13	SRS	Serenoa repens	Green Saw Palmetto
53	ZP	Zamia pumila	Coontie
ACCENTS, VINES and GRASSES			
QTY	SYM	Botanical Name	Common Name
14	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea
29	MC	Muhlenbergia capillaris	Pink Muhly Grass
107	SP	Spartina patens	Saltmeadow Cordgrass
83	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris
GROUNDCOVERS			
QTY	SYM	Botanical Name	Common Name
64	LM	Liriope muscari	Big Blue Lilyturf
73	LN	Lysimachia nummularia	Creeping Jenny
42	PB	Philodendron Burle Marx	Burle Marx Philodendron
125	TA	Trachelospermum asiaticum	Asiatic Jasmine
500	SOD	Stenotaphrum secundatum	St. Augustine
1,780	SOD	Stenotaphrum secundatum	St. Augustine

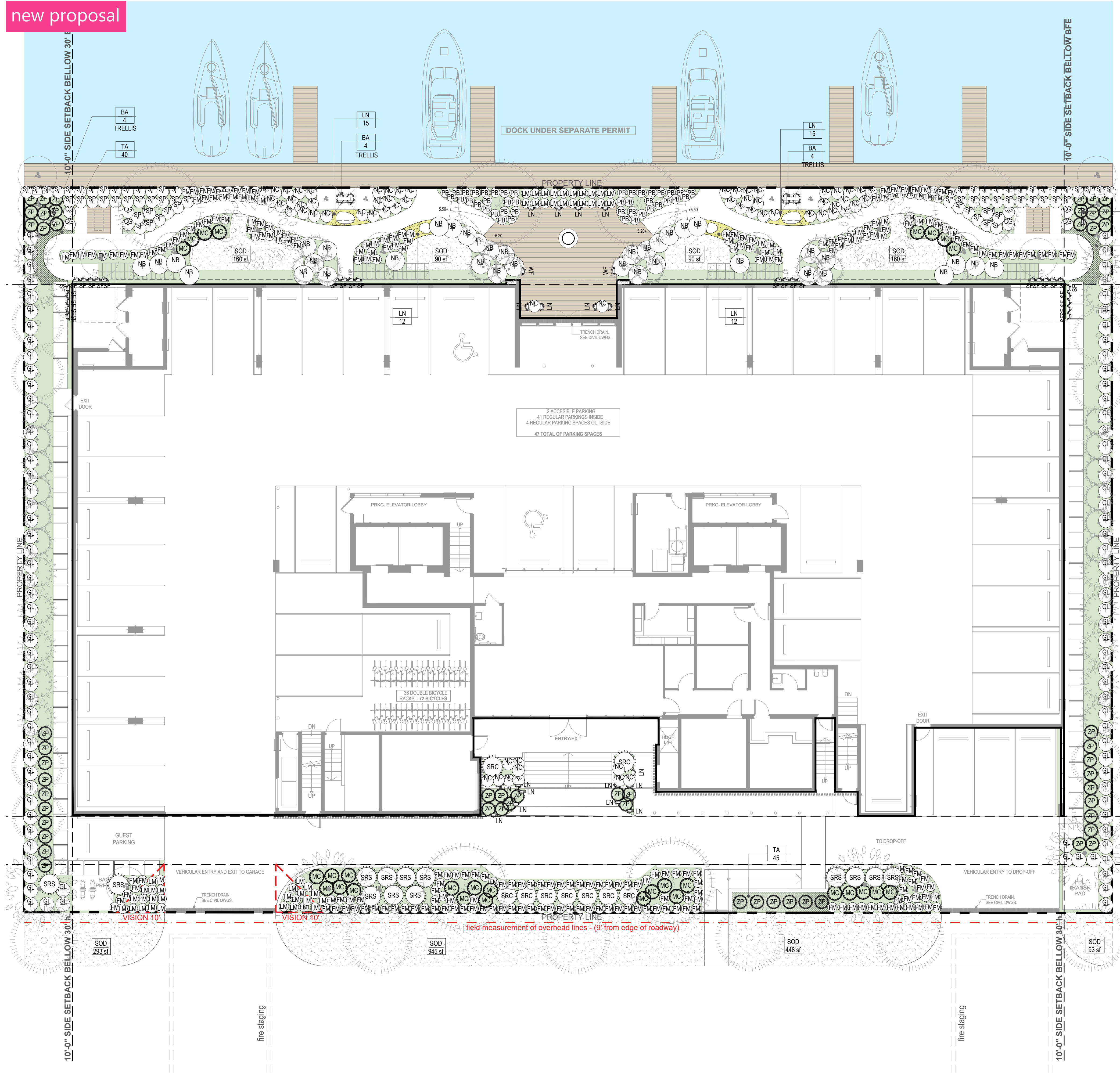
DRAWING SCALE AND NORTH ARROW:



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NOT FOR CONSTRUCTION

new proposal



PLANT SCHEDULE

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99	GL	Gymnanthes lucida	Crabwood
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QTY	SYM	Botanical Name	Common Name
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73	LN	Lysimachia nummularia	Creeping Jenny
42	PB	Philodendron Burle Marx	Burle Marx Philodendron
125	TA	Trachelospermum asiaticum	Asiatic Jasmine
500	SOD	Stenotaphrum secundatum	St. Augustine
1,780	SOD	Stenotaphrum secundatum	St. Augustine

right studios

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Consultant

Landscape Architect
REGISTERED LANDSCAPE ARCHITECT
PATRICK KENNEY HODGES
LA 0000850
FLORIDA

Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
First Floor Understory
Planting Plan

Sheet No.

L-102

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new proposal



green island ficus



sword fern



crabwood (hedge)



silver saw palmetto



green saw palmetto



coontie



bougainvillea



pink muhly grass



saltmeadow cordgrass



giant iris



big blue liriopse



creeping jenny



philodendron burle marx



asiatic jasmine

right studios

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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
First Floor Understory
Plant Image Board

Sheet No.

L-102 p

GENERAL NOTES AND REQUIREMENTS

- The contractor is responsible for obtaining any permits or approvals from the federal, state or local government required for the work included in this contract and on these drawings.
- Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, etc., prior to landscape or irrigation installation
- Stake out all tree & large shrub locations for la and owner review and approval prior to excavation or planting. Plan locations are subject to field adjustment by the la.
- The contractor shall install an irrigation system as needed to provide a complete working system and as required to ensure 100% coverage of all new planting and sodded lawn areas. See irrigation plan by the landscape architect.
- Install only plants graded florida no.1 or better as set forth in the florida department of agriculture 'grades and standards for nursery plants" second edition feb. 1998 including revisions and which meet or exceed the sizes indicated in the planting schedule and details.
- Plant shrubs in circular pits with a diameter 16" greater than rootball or container. Plant trees in circular pits with a diameter 36" greater than rootball or container,. Place plants with best "face" forward.
- Fertilize all trees with agriform 21 gram tablets, slow-release 20-10-5 analysis with one tablet per 1/2" of trunk diameter.
- Backfill all planting pits with the following mixture ; 1/2 onsite soil, 1/2 clean friable topsoil. Submit topsoil sample and soil test analysis for approval by landscape architect, (see planting details). Remove excess soil excavated from plant pit from the site or distribute on-site as directed by l.a.
- Apply "diehard transplant" mycorrhizal inoculant and 100% organic starter fertilizer to each new tree planted and shrub/groundcover beds in accordance with the manufacturer's recommendations i.e. 8 oz. Per 2" caliper, 3 lbs/100 s.f. area, etc... Contact horticultural alliance, inc. Sarasota, fl. 34277 800-628-6373
- Fertilize all planting beds with osmocote 14-14-14 slow-release fertilizer at the rate of 16 pounds per 1,000 square feet. Furnish receipts for material used.
- Treat all planting beds with pre-emergent and post-emergent herbicides according to the manufacturer's specifications. Submit receipts for materials used.
- Mulch planting beds to a minimum 2 1/2" compacted thickness with pine straw, free of weeds.
- Sod all disturbed areas which do not have shrub or groundcover plantings indicated with solid sod laid with closely abutting joints. Fertilize after installation with a slow-release formula.
- Contractor shall verify all plant quantities based on the quantities in place as indicated on the plans and provide composite unit prices for each plant including all costs for materials and installation; i.e., labor, mulch, fertilizer, watering, staking, herbicides, mowing, weeding, site preparation, etc.
- Fertilize palms with palmgain 8-2-12 formula as manufactured by bgi www.bgi-usa.com per manufacturer recommened rate.
- Notify the owner and landscape architect of any unforeseen conditions, i.e., compacted soil / subgrade, poor drainage, unconsolidated soil, erosion, utility conflicts, excessive sun or shade, etc., prior to proceeding with landscape installation.
- Guarantee all plants for one year.
- All plants, materials and workmanship are subject to the approval of the landscape architect and owner.
- Do not make substitutions or revisions, any revision or modifications to the landscape plan must have prior approval by the landscape architect & owner
- Maintain all planting including watering, mowing, mulching, weed, pest control, etc. Until final acceptance by the owner.
- Non-woven geo-textile product installation per manufacturers specifications. Any alternates to the specified products shall be submitted to landscape architect for approval prior to procurement.

IRRIGATION

IRRIGATION SYSTEM NOTES AND REQUIREMENTS:

the contractor shall install an automatic underground irrigation system with a minimum of two bubblers or drip emitters at each new tree and palm location and with sprayheads to ensure 100% coverage of all planting bed areas and rotors for complete coverage of all sodded lawn areas within the limits of work for this project (refer to plan provided by landscape architect).

the contractor shall submit shop drawings of the irrigation system for review and approval by the landscape architect and owner prior to the award of the landscape and irrigation contract.

the shop drawings for the irrigation system shall include a backflow preventer, lightning protection, a "smart" controller, moisture-sensing devices, piping, heads, valves and all other equipment required by local codes and as necessary for a complete working system.

the contractor shall provide an operations manual to the owner and landscape architect prior to completion of the irrigation system installation and shall demonstrate and instruct the owner's maintenance provider in the complete operation of the system.

PLANT SCHEDULE

TREES				
QTY	SYM	Botanical Name	Common Name	Specifications
2	QV	Quercus virginiana	Live Oak	FG, 8" min. cal, 18' ht min. 12' sp min. 6' min. CT
2	CR	Clusia rosea	Autograph Tree	FG, 8" min. cal, 18' ht min. 12' sp min. 6' min. CT
6	CS	Cordia sebestena	Orange Gieger Tree	FG, 3" min. cal, 12'-14' ht min. 6' min. sp, 6' min. CT (street tree)
13	EF	Myrcianthes fragrans	Simpson's Stopper	45 gal, Multi-trunk, 8-10 ft ht, 4'-6' sp (accent non-tree count)
8	CD	Coccoloba diversifolia	Pigeon Plum	FG, 4" min. cal, (2) 18' ht min. 8' sp (6) 14'-16'ht 6' sp, 6' min. CT
6	MC	Myrica cerifera	Florida Privet	FG, Multi-trunk, 12'-14' ht min. 12' sp 6' min CT
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree	65 gal, 8' ht, 6' spr (accent non-tree count)
2	TC	Tabebuia chrysotricha	Golden Trumpet Tree	FG, Grade #1, 5" min. cal, 16'-18' ht x 6'-8' sp, 6' min. CT
PALMS				
QTY	SYM	Botanical Name	Common Name	Specification
12	AM	Adonidia Merrillii	Christmas Palm	FG, singles 14'-20' hts (see plan) 4" min. cal
14	SP	Sabal palmetto	Sabal Palm	FG, 14'-24' hts (see plan) 12" min. cal (booted)
12	VM	Veitchia montgomeryana	Montgomery Palm	FG, singles 18'-24' hts (see plan) 4" min. cal
SHRUBS				
QTY	SYM	Botanical Name	Common Name	Specification
245	FM	Ficus microcarpa	Green Island Ficus	7 gal 24"x24" full
37	NB	Nephrolepis biserrata	Sword Fern	7 gal 30"x 30" full
99	GL	Gymnanthes lucida	Crabwood	15 gal, 5'-6' ht, 24" min. spr (36" o.c. spacing max.)
9	SRC	Serenoa repens 'silver'	Silver Saw Palmetto	25 gal, 3'x3' full
13	SRS	Serenoa repens	Green Saw Palmetto	25 gal, 3'x3' full
53	ZP	Zamia pumila	Coontie	7 gal, 30"x30" full
ACCENTS, VINES and GRASSES				
QTY	SYM	Botanical Name	Common Name	Specifications
14	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea	15 gal, 7'-8' ht trellis
29	MC	Muhlenbergia capillaris	Pink Muhly Grass	7 gal 30"x30" full
107	SP	Spartina patens	Saltmeadow Cordgrass	7 gal 24" x 24"
83	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris	7 gal 24"x24" full
GROUNDCOVERS				
QTY	SYM	Botanical Name	Common Name	Specifications
64	LM	Liriope muscari	Big Blue Lilyturf	7 gal 24"x24" full
73	LN	Lysimachia nummularia	Creeping Jenny	1 gal 12"x12" full
42	PB	Philodendron Burle Marx	Burle Marx Philodendron	7 gal 24"x24" full
125	TA	Trachelospermum asiaticum	Asiatic Jasmine	1 gal 12"x12" full
500	SOD	Stenotaphrum secundatum	St. Augustine	REAR LOT - solid sod, butt jointed, no gaps
1,780	SOD	Stenotaphrum secundatum	St. Augustine	ROW - solid sod, butt jointed, no gaps, not within 3' dia of tree trunks

N = Native Species



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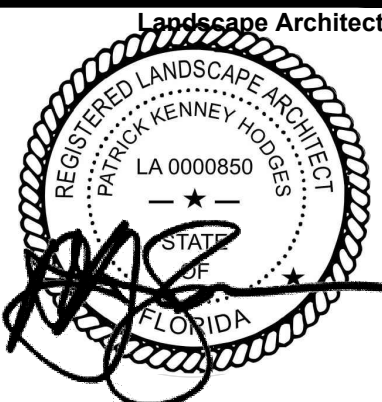
Revisions

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Bay Harbour Islands, FI 33154
305.861.8181

Consultant



Patrick K. Hodges

LA-0000850

SITE PLAN REVISION

Date

05.17.22

Scale

AS SHOWN

Project No.

2202

Sheet Name

Planting Schedule, Notes &
Specifications

Sheet No.

L-103

previously approved

LANDSCAPE LEGEND
CITY OF BAY HARBOR

INFORMATION REQUIRED TO BE PERMANENTLY AFFIXED TO PLANS
Zoning District RM-1 Lot Area 33,750 SF

Acres .77

OPEN SPACE

A. Square feet of required Open Space as indicated on site plan:

Lot Area = 33,750 s.f.x 20 % = 6,750 s.f.

B. Square feet of parking lot open space required as indicated on site plan:

Number of parking spaces N/A x 10 s.f. parking space =

C. Total square feet of landscaped open space required: A+B=

LAWN AREA CALCULATION

A. Total Square feet of landscaped open space required by Chapter 33

B. Maximum lawn area (sod) permitted= 20% % = 1,350 s.f.

TREES

A. Number of trees required per lot or net lot acre, less existing number of trees meeting minimum requirements=

28 trees x .77 net lot acres - number of existing trees=

B. Street Trees (maximum average spacing of 35' o.c.)

225 linear feet along street divided by 35'=

Palms allowed as street trees (3:1 ratio)

Street tree species allowed directly beneath power lines:

(maximum average spacing of 25' o.c.):

225 linear feet along street divided by 25'=

TOTAL STREET TREES REQUIRED

TOTAL TREES REQUIRED

TOTAL NEW TREES REQUIRED

C. 25% Palm species allowed (three palms = one tree) Palms provided:

D. % Natives required: Number of trees provided x 50% =

E. % Low maintenance / drought and salt tolerant required:

Number of trees provided x 50%=

SHRUBS

A. Total number of trees required x 10 = the number of shrubs required:

B. The total number of shrubs required x 30% = the number of native shrubs required:

C. The total number of shrubs required x 50% = the number of drought shrubs required:

IRRIGATION

AUTOMATIC IRRIGATION REQUIRED

REQUIRED TREE SIZES FOR 5+ STORY BUILDING

25% Trees @ 18'-20' x 7' or Palms @ 22'-28':

50% Trees @ 16'-18' x 7' or Palms @ 22'-28':

25% Trees @ 12'-5' (min. req.) or Palms @ 14'-18':

REQUIRED PROVIDED

6,750 SF 8,494 SF

N/A N/A

6,750 SF 9,716 SF

6,750 SF 8,494 SF

1,350 SF 650

22 23

7 6

6 6

N/A N/A

7 7

29 44

29 44

15 max. 15

15 25

15 34

346 379

104 267

not provided not provided

YES YES

10 15

19 16

10 31

new proposal

LANDSCAPE LEGEND
TOWN OF BAY HARBOR ISLAND

LANDSCAPE CODE (SEC. 24-16) REQUIREMENTS LEGEND (WORKSHEET)

Multi-Family Residential - Townhouse Sites (RM-1, RM-2, RM-3)

Site Address 9461 East Bay Harbor Drive

Net Lot Area 33,750 SF Acres .77

A. Open Space Requirement:

Lot Area = 33,750 SF sf x 20 % = 6,750 sf

B. Maximum Lawn Area Allowed

allowed open space _____ sf x 60%= _____ sf

C. Shade Trees Required

1. 28 trees / acre x .77 acers = 22

2. Native Species Required - 50%
of Trees req. 22 x 50% = 11

3. Drought Tolerant and Low Maintenance Species Required - 50%
of Trees req. 22 x 50% = 11

D. Street Trees Required

Measured @ 1:35 lineal feet of frontage

Width of lot 225 / 35' = 6

Note: Street trees do not count towards required on-site lot trees

Note: Street tree species determined by Town Street Tree Master Plan.

E. Shrubs Required

1. 10 shrubs x required trees

2. Native Species Required - 30%

3. Drought Tolerant and Low Maintenance Species Required - 50%

F. Parking Lot Landscaping (N/A)

REQUIRED PROVIDED

6,750 SF 8,851 SF

5,310 SF 500 SF

22 12 palms = (4 trees)
+ 20 trees
(24 total)

11 20

11 20

6 6

220 456

66 211

110 456

REQUIRED TREE SIZES FOR 5+ STORY BUILDING

25% Trees @ 18'-20' x 7' or Palms @ 22'-28':

50% Trees @ 16'-18' x 7' or Palms @ 22'-28':

25% Trees @ 12'-5' (min. req.) or Palms @ 14'-18':

6 6

12 12

6 6

(per provided trees required above in C-1)



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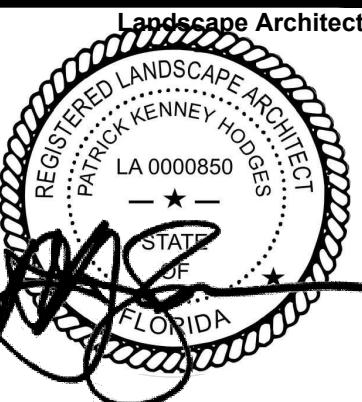
Project

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SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Plant Legend Comparison

Sheet No.

L-104

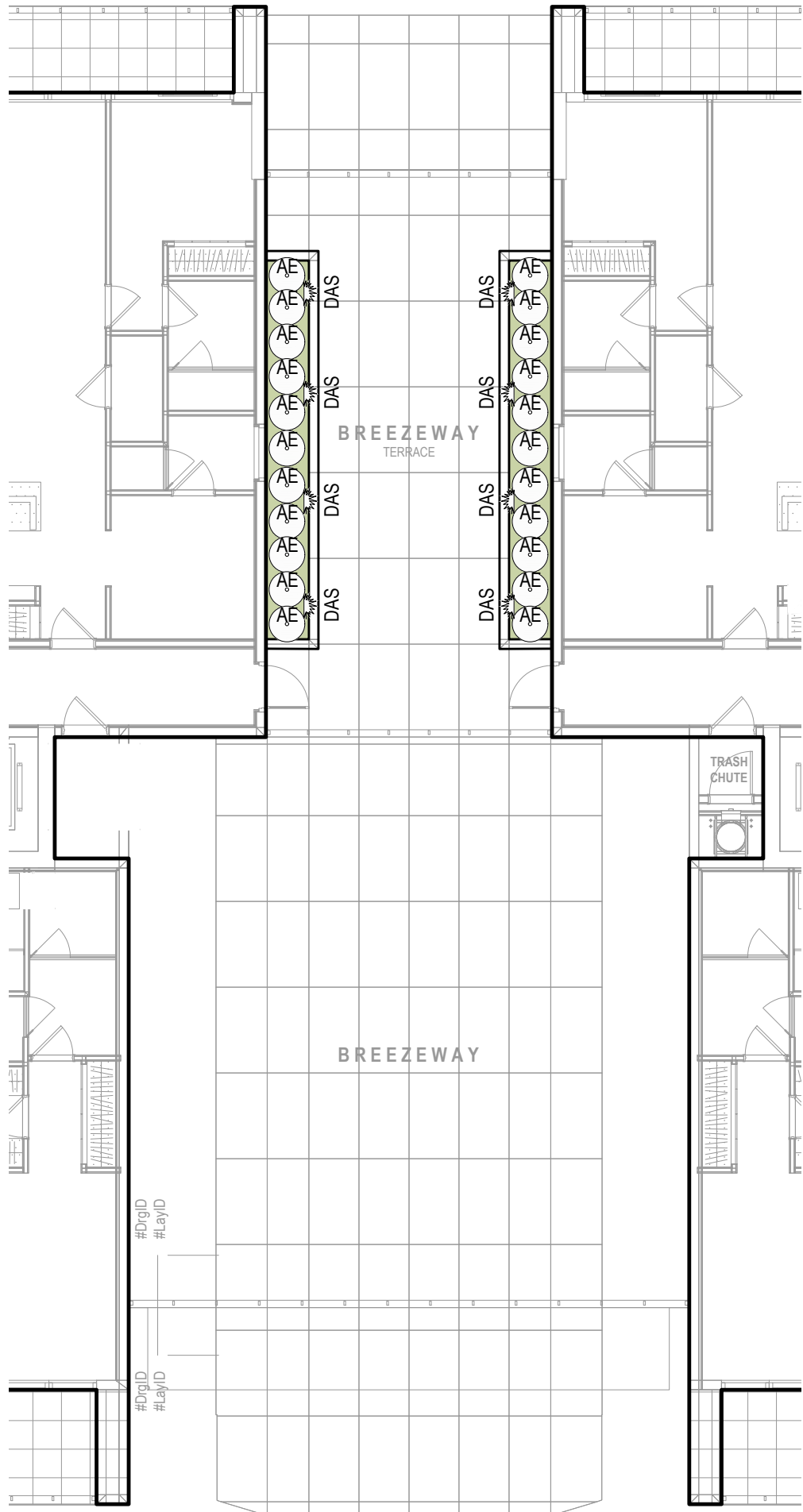
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NOT FOR CONSTRUCTION

previously approved

N/A

new proposal



PLANT SCHEDULE



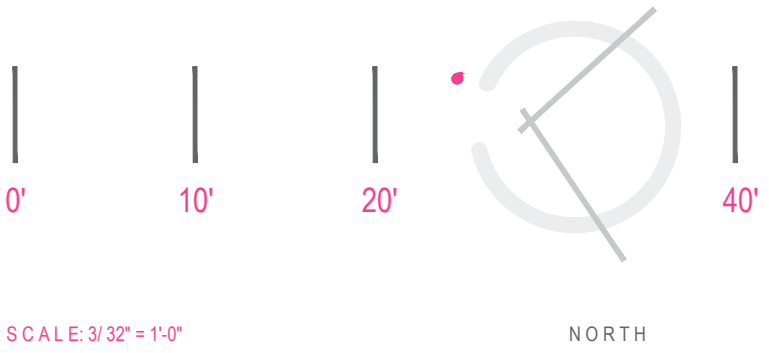
DAS / 8 - dichondra silver falls



AE / 22 - cast iron plant

NOTE: refer to plant specifications, notes and details on sheet L-XXX

DRAWING SCALE AND NORTH ARROW:



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SITE PLAN REVISION

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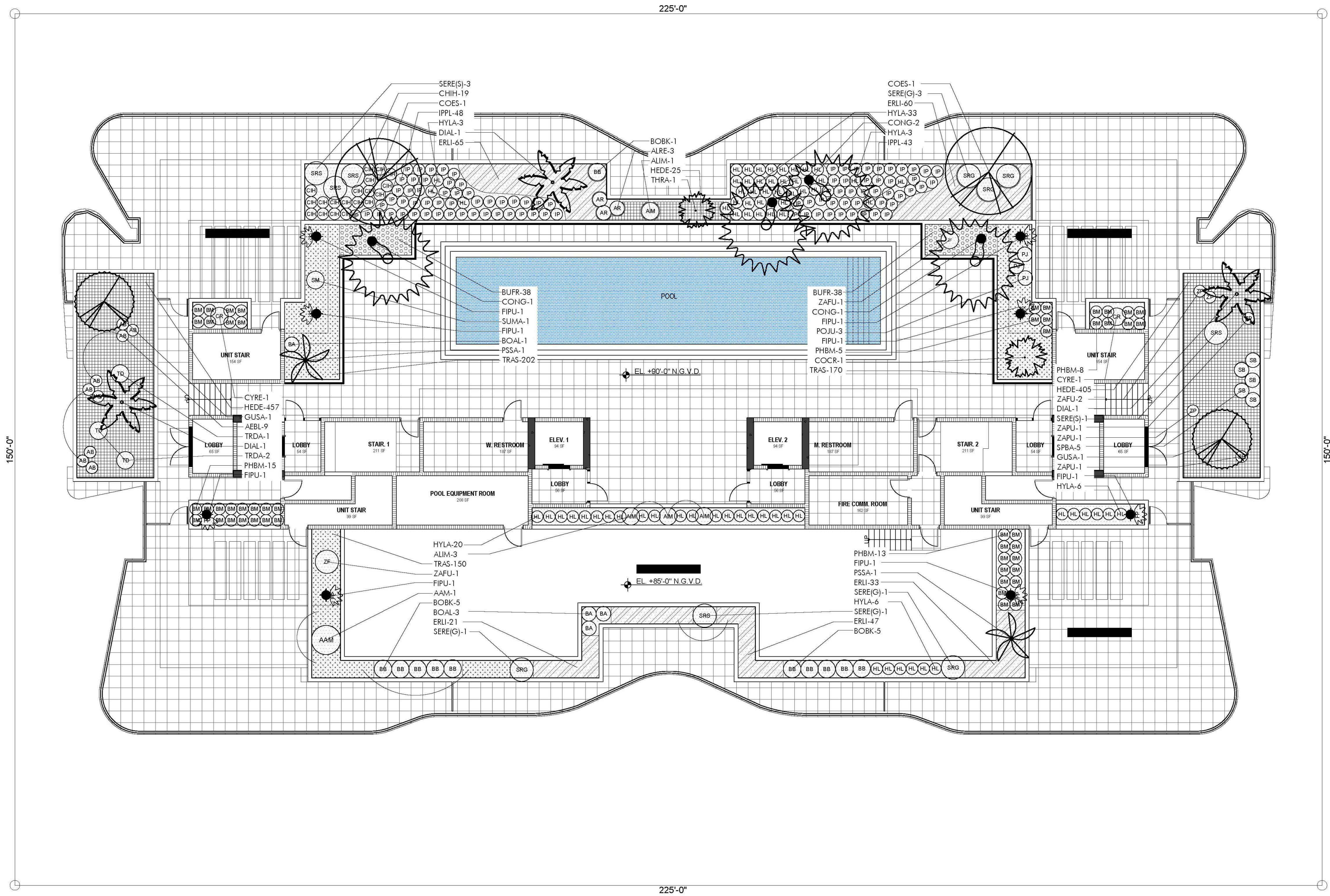
Sheet Name
Third Floor Understory
Planting Plan

Sheet No.

L-105

previously approved

PLANT LIST - ROOF LEVEL				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
COES	Conocarpus erectus 'Sericus'	2	ea.	8' x 6', multi-trunk, lifted to tree form
GUSA	Guaiacum sanctum ...Ugum vitae	2	ea.	7' tall x 5' spread
PALMS				
KEY	PLANT NAME	QTY.	UT.	SIZE
COING	Cocos nucifera 'Maypan'	5	ea.	6' GVW, curved trunks, lean 5° where shown on plan
COCR	Coccothrinax ornata ...Old Man Palm	1	ea.	5' tall OIA
DIAL	Dichaspermum album ...Hurricane Palm	3	ea.	6-7' tall overall
PSSA	Pseudophoenix sargentii ...Buccanier Palm	2	ea.	6' Tall OIA
THRA	Thrinax radiata ...Green Thatch Palm	1	ea.	6-7' tall overall
SHRUBS AND GROUNDCOVERS				
KEY	PLANT NAME	QTY.	UT.	SIZE
AEBL	Aschmea blanchetiana 'Orange Form'	9	ea.	24'x24', Orange Color
AGAM	Agave americana ...Blue Agave	1	ea.	36'x36'
ALIM	Alcantarea imperialis ...Imperial Bromeliad	4	ea.	30" x 30"
ALRE	Alcantarea reginae ...Bromeliad	3	ea.	24" x 24"
BOAS	Bougainvillea 'Alabama Sunset'	4	ea.	24'x24"
BOBK	Bougainvillea 'Barbara Kant'	11	ea.	24" x 24"
BUFR	Bulbine frutescens 'Hallmark'	76	ea.	1 gallon cans, 12" o.c.
CHIH	Chrysobalanus icaya 'Horizontal'	19	ea.	12" x 18"
ERU	Erinacea littoralis ...Golden Creeper	226	ea.	3 gallon cans, 18" o.c.
FIPU	Ficus pumila ...Creeping Fig	8	ea.	3 gal cans, full, install against columns
HEDE	Helianthus debilis ...Beach Sunflower	887	ea.	1 gallon cans, 12" o.c.
HYLA	Hymenocallis latifolia ...Spider Lily	70	ea.	3 gallon cans, full
IPPC	Ipomoea pes-caprae ...Railroad Vine	91	ea.	3 gallon cans, 18" o.c.
PHBM	Philodendron 'Burlie Marx'	49	ea.	18'x18"
POJU	Purpurea 'Jungle'	3	ea.	24'x24"
SERE(G)	Serenao repens 'Green'	5	ea.	24" x 24", Green color
SERE(S)	Serenao repens 'Silver'	5	ea.	24" x 24", Silver color
SPBA	Spartina bakeri ...Card Grass	5	ea.	3 gallon cans, full
SUMA	Suriana maritima ...Bay cedar	1	ea.	30" x 30"
TRAS	Trachelospermum asiaticum ...Asiatic Jasmine	522	ea.	1 gal cans, full, install 12" o.c.
TRDA	Tripsacum dactyloides ...Falschbitchen Grass	3	ea.	3 gallon cans, full
ZAFU	Zamia furfuracea ...Cardboard Palm	2	ea.	36'x36'
ZAPU	Zamia pumila ...Coastal	5	ea.	24'x24"
MISCELLANEOUS				
	GSA Roof Planter Soil Mix	395	c.y.	
	25% Coarse Sand			
	25% Medium Sand			
	20% River Rock			
	30% Florida Peat			
	Shredded Mulch	21	c.y.	2" layer in all shrub beds



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Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
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Revisions

Owner Information
CONTINUUM LLC
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305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

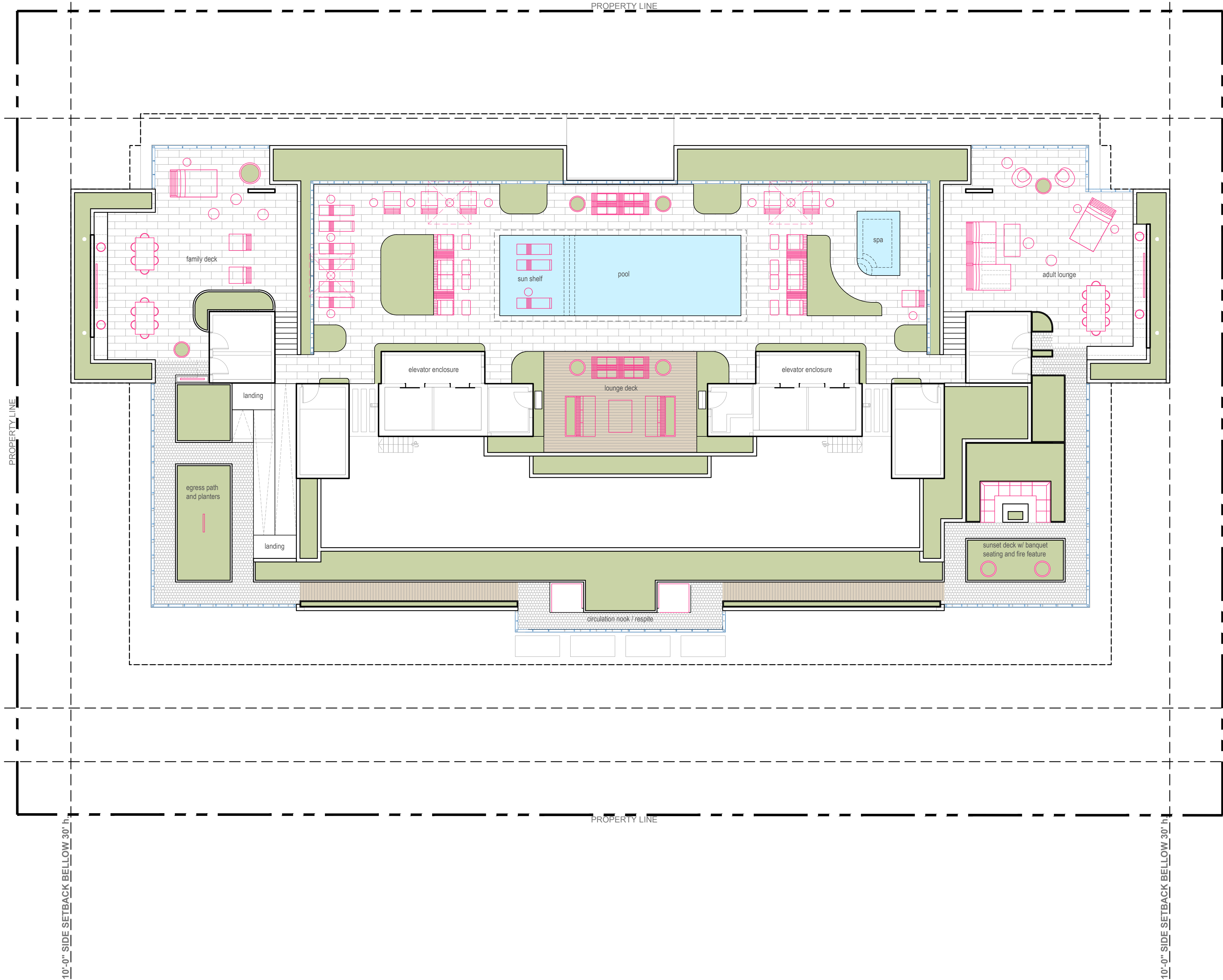
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AS SHOWN

Project No.
2202

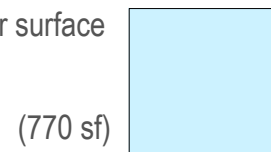
Sheet Name
Previously Approved
Roof Landscape Plan

Sheet No.

L-107-PA



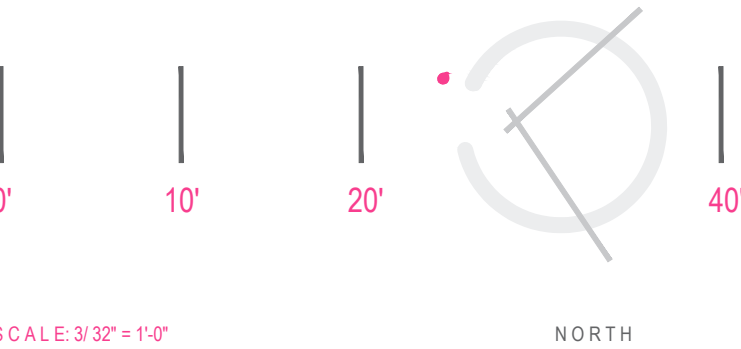
MATERIAL LEGEND



LANDSCAPE SITE CALCULATIONS:

total roof	16,125 sf	
required landscape area	2,419 sf	15%
provided landscape area	3,767 sf	23.3%

DRAWING SCALE AND NORTH ARROW:



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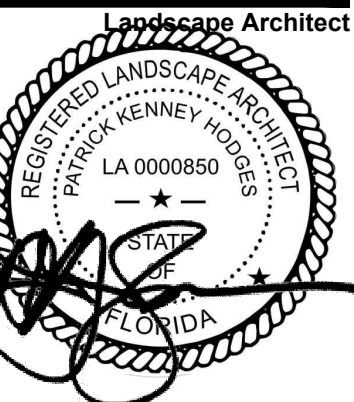
Project

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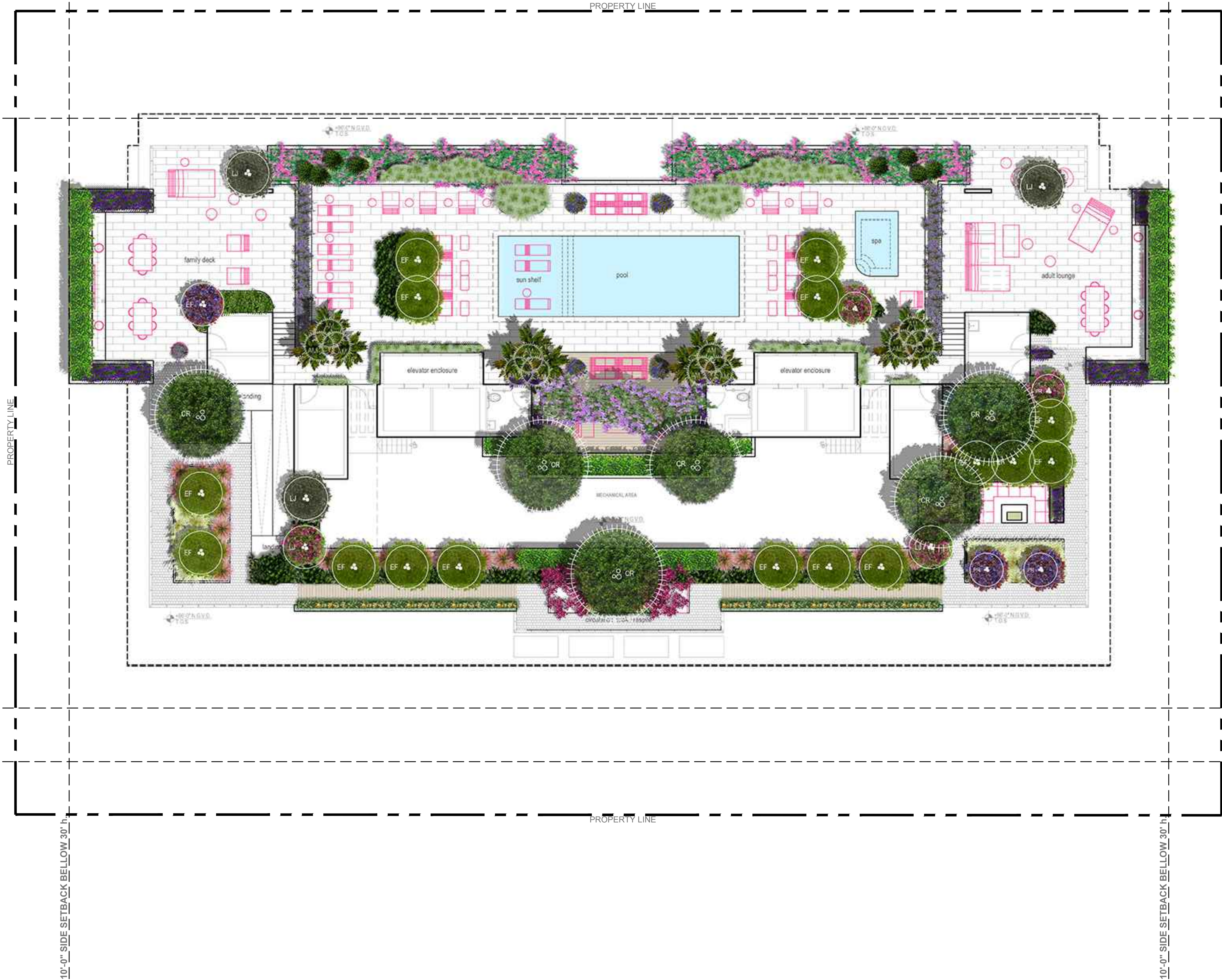
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Project No.
2202

Sheet Name
Roof Site &
Hardscape Plan

Sheet No.

L-106

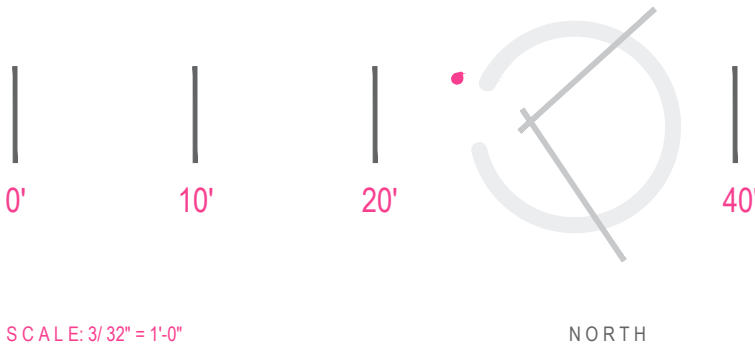


PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
6	CR	Clusia rosea	Autograph Tree
17	EF	Myrcianthes fragrans	Simpson's Stopper
5	U	Ligustrum japonicum	Japanese Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
TREE and PALMS ALTERNATES			
QTY	SYM	Botanical Name	Common Name
12	VM	Veitchia Montgomeriana	Montgomery Palm
TBD	GO	Gualacum officinale	Lignum Vitae (option)

Alternate suggestions shall be approved by city of Bay Harbor prior to permit and installation. Alternate symbols above are placed next to options for alternates with corresponding letter tag

DRAWING SCALE AND NORTH ARROW:



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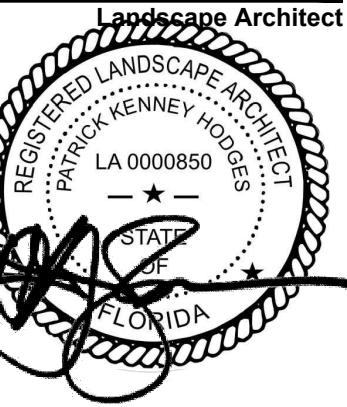
Project

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SITE PLAN REVISION

Date
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Scale
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Project No.
2202

Sheet Name
Roof Level Canopy
Planting Plan

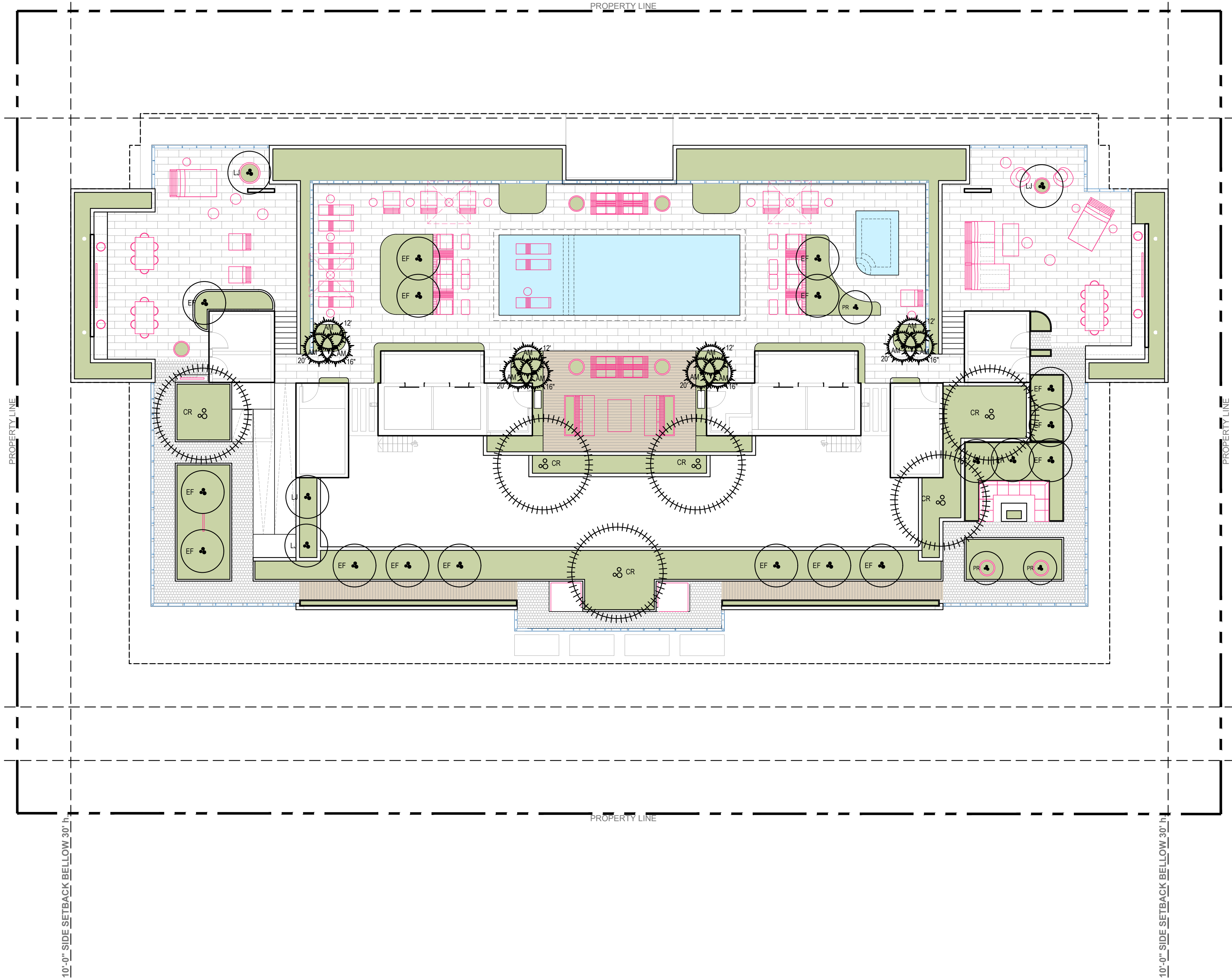
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L-107 i

NOT FOR CONSTRUCTION

new proposal

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PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
6	CR	Clusia rosea	Autograph Tree
17	EF	Myrcianthes fragrans	Simpson's Stopper
5	U	Ligustrum japonicum	Japanese Privet
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PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
TREE and PALMS ALTERNATES			
QTY	SYM	Botanical Name	Common Name
12	VM	Veitchia Montgomeriana	Montgomery Palm
TBD	GO	Gualacum officinale	Lignum Vitae (option)



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SITE PLAN REVISION

Date
05.17.22

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Project No.
2202

Sheet Name
Roof Level Canopy
Planting Plan

Sheet No.

L-107

DRAWING SCALE AND NORTH ARROW:



SCALE: 3/32" = 1'-0"

NORTH

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autograph tree (leaf , fruit)



autograph tree



simpson stopper



lignum vitae



ligustrum



pink plumeria (flower)



pink plumeria



christmas palm



montgomery palm

right studios

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Consultant

Landscape Architect

REGISTERED LANDSCAPE ARCHITECT
PATRICK KENNEY HODGES
LA 0000850
FLORIDA

Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

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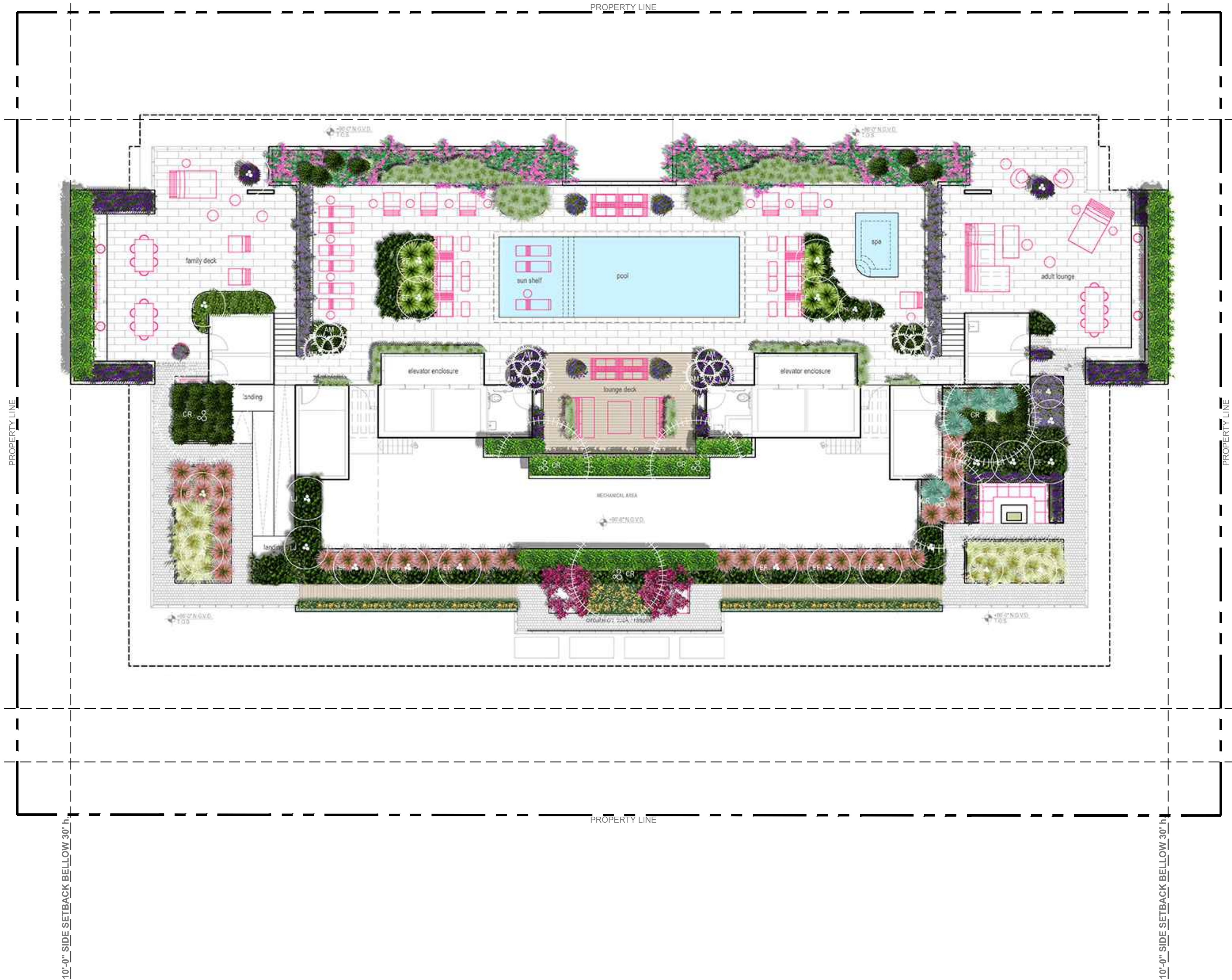
Project No.
2202

Sheet Name

Roof Level Canopy
Plant Image Board

Sheet No.

L-107 p



PLANT SCHEDULE

SHRUBS			
QTY	SYM	Botanical Name	Common Name
56	CG	Clusia Guttifera	Clusia hedge
164	FM	Ficus microcarpa	Green Island Ficus
5	SRS	Serenoa repens 'silver'	Silver Saw Palmetto
43	ZP	Zamia pumila	Coontie
ACCENTS, VINES and GRASSES			
QTY	SYM	Botanical Name	Common Name
4	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea
500	IP	Ipomoea Pes-caprae	Rail Road Vine
49	MC	Muhlenbergia capillaris	Pink Muhly Grass
6	SL	Salvia leucantha	Mexican Sage
41	SP	Spartina patens	Saltmeadow Cordgrass
13	TD	Tripsacum dactyloides	Fakahatchee Grass
GROUNDCOVERS			
QTY	SYM	Botanical Name	Common Name
135	BF	Bulbine frutescens 'orange'	Orange Bulbine
92	LM	Liriope muscari	Big Blue Lilyturf
20	LN	Lysimachia nummularia	Creeping Jenny
39	NC	Neomarica caerulea 'Regina'	Giant Agostie Iris
334	OJ	Ophiopogon japonicus	Mondo Grass
17	PB	Philodendron Burle Marx	Burle Marx Philodendron



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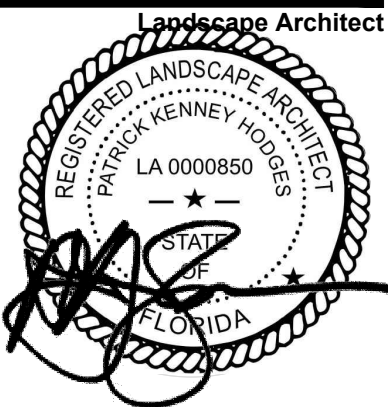
Project

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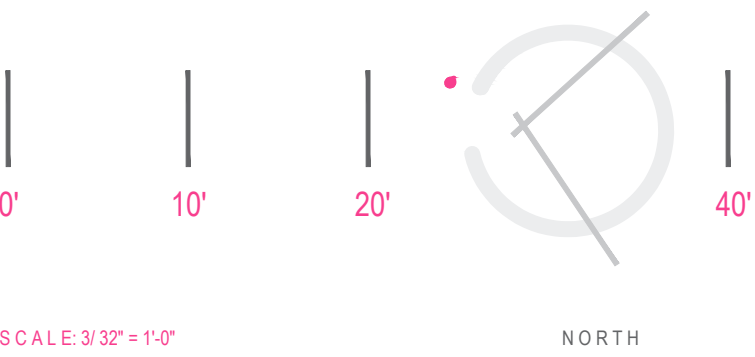
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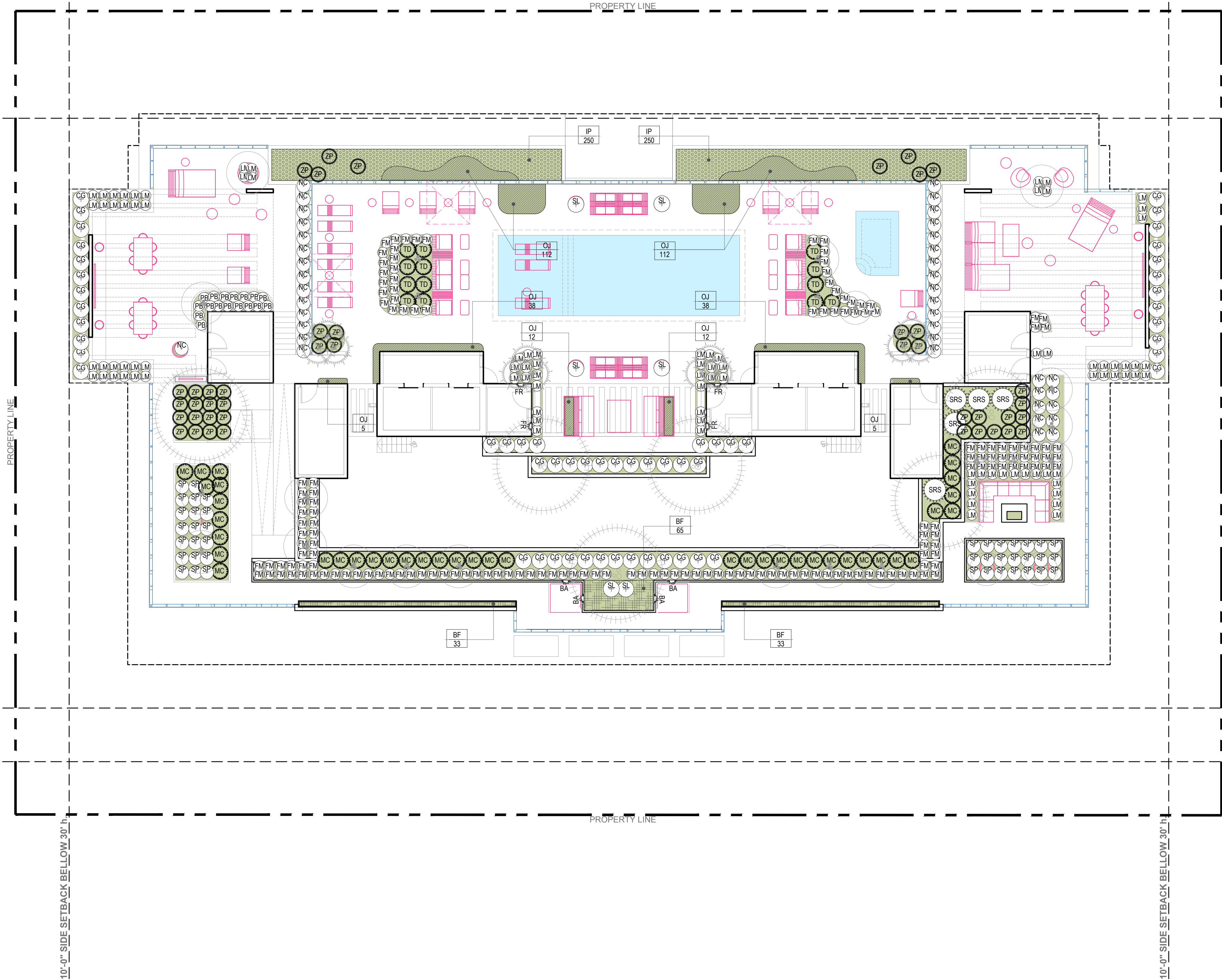
Sheet Name
Roof Level Understory
Planting Plan

Sheet No.

L-108 i

DRAWING SCALE AND NORTH ARROW:

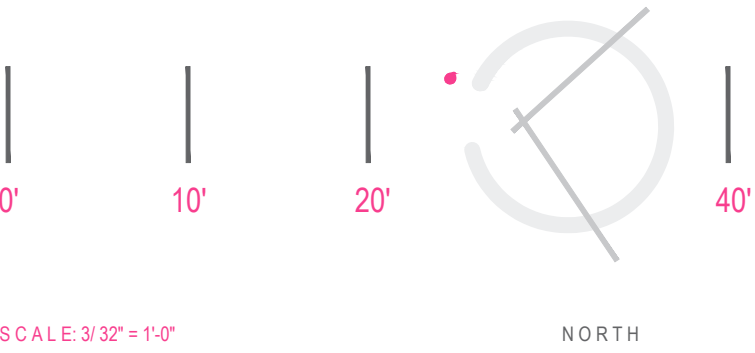




PLANT SCHEDULE

SHRUBS			
QTY	SYM	Botanical Name	Common Name
56	CG	Clusia Guttifera	Clusia hedge
164	FM	Ficus microcarpa	Green Island Ficus
5	SRS	Serenoa repens 'silver'	Silver Saw Palmetto
43	ZP	Zamia pumila	Coontie
ACCENTS, VINES and GRASSES			
QTY	SYM	Botanical Name	Common Name
4	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea
500	IP	Ipomoea Pes-caprae	Rail Road Vine
49	MC	Muhlenbergia capillaris	Pink Muhly Grass
6	SL	Salvia leucantha	Mexican Sage
41	SP	Spartina patens	Saltmeadow Cordgrass
13	TD	Tripsacum dactyloides	Fakahatchee Grass
GROUNDCOVERS			
QTY	SYM	Botanical Name	Common Name
135	BF	Bulbine frutescens 'orange'	Orange Bulbine
92	LM	Liriope muscari	Big Blue Lilyturf
10	LN	Lysimachia nummularia	Creeping Jenny
39	NC	Neomarica oerulesa 'Regina'	Giant Apostle Iris
334	OJ	Ophiopogon japonicus	Mondo Grass
17	PB	Philodendron Burle Marx	Burle Marx Philodendron

DRAWING SCALE AND NORTH ARROW:



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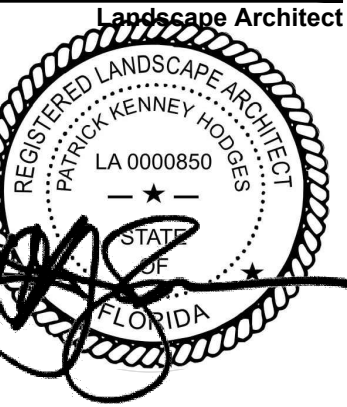
Project

LA BAIA NORTH
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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Roof Level Understory
Planting Plan

Sheet No.

L-108

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NOT FOR CONSTRUCTION

new proposal



green island ficus



silver saw palmetto



coontie



bougainvillea



pink muhly grass



mexican sage



saltmeadow cordgrass



fakahatchee grass



liriope



purple iris



orange bulbine



mondo grass



variegated mondo grass (tbd option)



philodendron burly marx



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Scale
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Project No.
2202

Sheet Name

Roof Level Understory
Plant Image Board

Sheet No.

L-108 p

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NOT FOR CONSTRUCTION

new proposal

GENERAL NOTES AND REQUIREMENTS

- The contractor is responsible for obtaining any permits or approvals from the federal, state or local government required for the work included in this contract and on these drawings.
- Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, etc., prior to landscape or irrigation installation
- Stake out all tree & large shrub locations for la and owner review and approval prior to excavation or planting. Plan locations are subject to field adjustment by the la.
- The contractor shall install an irrigation system as needed to provide a complete working system and as required to ensure 100% coverage of all new planting and sodded lawn areas. See irrigation plan by the landscape architect.
- Install only plants graded florida no.1 or better as set forth in the florida department of agriculture 'grades and standards for nursery plants" second edition feb. 1998 including revisions and which meet or exceed the sizes indicated in the planting schedule and details.
- Plant shrubs in circular pits with a diameter 16" greater than rootball or container. Plant trees in circular pits with a diameter 36" greater than rootball or container,. Place plants with best "face" forward.
- Fertilize all trees with agriform 21 gram tablets, slow-release 20-10-5 analysis with one tablet per 1/2" of trunk diameter.
- Backfill all planting pits with the following mixture ; 1/2 onsite soil, 1/2 clean friable topsoil. Submit topsoil sample and soil test analysis for approval by landscape architect, (see planting details). Remove excess soil excavated from plant pit from the site or distribute on-site as directed by l.a.
- Apply "diehard transplant" mycorrhizal inoculant and 100% organic starter fertilizer to each new tree planted and shrub/groundcover beds in accordance with the manufacturer's recommendations i.e. 8 oz. Per 2" caliper, 3 lbs/100 s.f. area, etc... Contact horticultural alliance, inc. Sarasota, fl. 34277 800-628-6373
- Fertilize all planting beds with osmocote 14-14-14 slow-release fertilizer at the rate of 16 pounds per 1,000 square feet. Furnish receipts for material used.
- Treat all planting beds with pre-emergent and post-emergent herbicides according to the manufacturer's specifications. Submit receipts for materials used.
- Mulch planting beds to a minimum 2 1/2" compacted thickness with pine straw, free of weeds.
- Sod all disturbed areas which do not have shrub or groundcover plantings indicated with solid sod laid with closely abutting joints. Fertilize after installation with a slow-release formula.
- Contractor shall verify all plant quantities based on the quantities in place as indicated on the plans and provide composite unit prices for each plant including all costs for materials and installation; i.e., labor, mulch, fertilizer, watering, staking, herbicides, mowing, weeding, site preparation, etc.
- Fertilize palms with palmgain 8-2-12 formula as manufactured by bgi www.bgi-usa.com per manufacturer recommened rate.
- Notify the owner and landscape architect of any unforeseen conditions, i.e., compacted soil / subgrade, poor drainage, unconsolidated soil, erosion, utility conflicts, excessive sun or shade, etc., prior to proceeding with landscape installation.
- Guarantee all plants for one year.
- All plants, materials and workmanship are subject to the approval of the landscape architect and owner.
- Do not make substitutions or revisions, any revision or modifications to the landscape plan must have prior approval by the landscape architect & owner
- Maintain all planting including watering, mowing, mulching, weed, pest control, etc. Until final acceptance by the owner.
- Non-woven geo-textile product installation per manufacturers specifications. Any alternates to the specified products shall be submitted to landscape architect for approval prior to procurement.

IRRIGATION

IRRIGATION SYSTEM NOTES AND REQUIREMENTS:

the contractor shall install an automatic underground irrigation system with a minimum of two bubblers or drip emitters at each new tree and palm location and with sprayheads to ensure 100% coverage of all planting bed areas and rotors for complete coverage of all sodded lawn areas within the limits of work for this project (refer to plan provided by landscape architect).

the contractor shall submit shop drawings of the irrigation system for review and approval by the landscape architect and owner prior to the award of the landscape and irrigation contract.

the shop drawings for the irrigation system shall include a backflow preventer, lightning protection, a "smart" controller, moisture-sensing devices, piping, heads, valves and all other equipment required by local codes and as necessary for a complete working system.

the contractor shall provide an operations manual to the owner and landscape architect prior to completion of the irrigation system installation and shall demonstrate and instruct the owner's maintenance provider in the complete operation of the system.

PLANT SCHEDULE

TREES				
QTY	SYM	Botanical Name	Common Name	Specifications
6	CR	Clusia rosea	Autograph Tree	100 gal, 14'-16' ht, 10' sp, 4" min. cal
17	EF	Myrcianthes fragrans	Simpson's Stopper	30 gal, Multi-trunk, 6-8 ft ht, 4'-6' sp
5	LJ	Ligustrum japonicum	Japanese Privet	65 gal, 8' ht, 6' spr
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree	65 gal, 8' ht, 6' spr
PALMS				
QTY	SYM	Botanical Name	Common Name	Specification
12	AM	Adonidia Merrillii	Christmas Palm	FG, singles 12'-20' hts (see plan) 4" min. cal
TREE and PALMS ALTERNATES				
QTY	SYM	Botanical Name	Common Name	Specification
12	VM	Veitchia Montgomeryana	Montgomery Palm	FG, singles 12'-20' hts (see plan) 4" min. cal
TBD	GO	Guaiaacum officinale	Lignum Vitae (option)	30 gal, 4'-6' ht x 4'-6' sp
SHRUBS				
QTY	SYM	Botanical Name	Common Name	Specification
56	CG	Clusia Guttifera	Clusia hedge	15 gal 3x3 full
164	FM	Ficus microcarpa	Green Island Ficus	15 gal 3x3 full
5	SRS	Sereinoa repens 'silver'	Silver Saw Palmetto	25 gal, 3x3 full
43	ZP	Zamia pumila	Coontie	3 gal, 2x2
ACCENTS, VINES and GRASSES				
QTY	SYM	Botanical Name	Common Name	Specifications
4	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea	15 gal, 7'-8' ht trellis
500	IP	Ipomoea Pes-caprae	Rail Road Vine	1 gal
49	MC	Muhlenbergia capillaris	Pink Muhly Grass	3 gal
6	SL	Salvia leucantha	Mexican Sage	7 gal
41	SP	Spartina patens	Saltmeadow Cordgrass	3 gal
13	TD	Tripsacum dactyloides	Fakahatchee Grass	
GROUNDCOVERS				
QTY	SYM	Botanical Name	Common Name	Specifications
135	BF	Bulbine frutescens 'orange'	Orange Bulbine	1 gal
92	LM	Liriope muscari	Big Blue Lilyturf	3 gal
10	LN	Lysimachia nummularia	Creeping Jenny	1 gal
39	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris	7 gal
334	OJ	Ophiopogon japonicus	Mondo Grass	3 gal
17	PB	Philodendron Burle Marx	Burle Marx Philodendron	7 gal

Alternate suggestions shall be approved by city of Bay Harbor prior to permit and installation. Alternate symbols above are placed next to options for alternates with corresponding letter tag

SB = Street Tree designation and quantity



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Patrick K. Hodges

LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Roof Level Plant Schedule,
Notes and Specifications

Sheet No.

L-109

The logo for Right Studios, featuring the words "right studios" in a red, cursive script font, enclosed within a large, light gray circle. A small red dot is positioned to the right of the circle.

LANDSCAPE ARCHITECT:
Patrick Hodges Land Studio
PO Box 611052
Rosemary Beach
FL 32461
850.528.1925
patrick@phlandstudio.com

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Owner Information
TINUUM LLC
1st Bay Harbour Dr
Islands, FL 33154
305.861.8181

SITE PLAN REVISION

Sheet No.

L-110



new proposal

REAR ELEVATION



LANDSCAPE DESIGNER:
C. Right Studios
1810 E. Terra Mar Drive
Pompano Beach, FL 33062
954.591.6864
corey@crighstudios.com

LANDSCAPE ARCHITECT:
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Project

LA BAIA NORTH
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Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FI 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

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Project No.
2202

Sheet Name
Illustrative
East Elevation

Sheet No.

L-111

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new proposal



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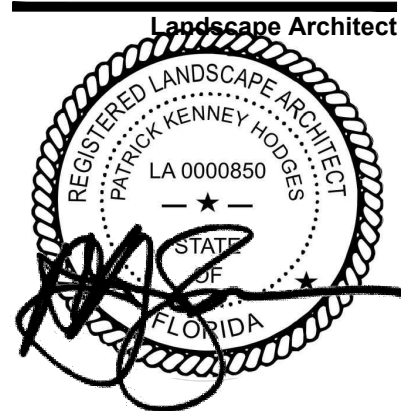
Project

LA BAIA NORTH
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BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

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Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-01

new proposal



LANDSCAPE DESIGNER:
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patrick@phlandstudio.com

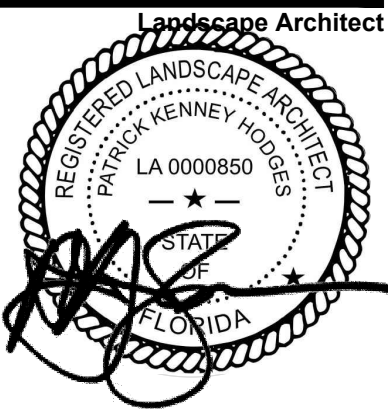
Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
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305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
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Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-02

new proposal



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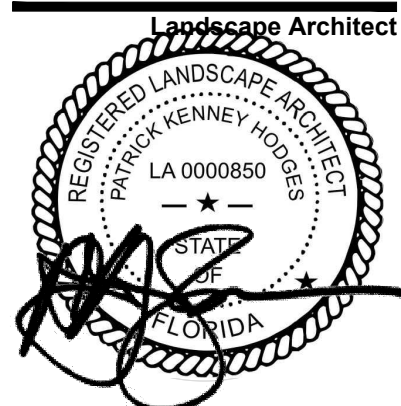
Project

LA BAIA NORTH
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SITE PLAN REVISION

Date
05.17.22

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Sheet Name

Rendering

Sheet No.

LR-03

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Project

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BAY HARBOR ISLANDS, FLORIDA 33154

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Bay Harbour Islands, FI 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

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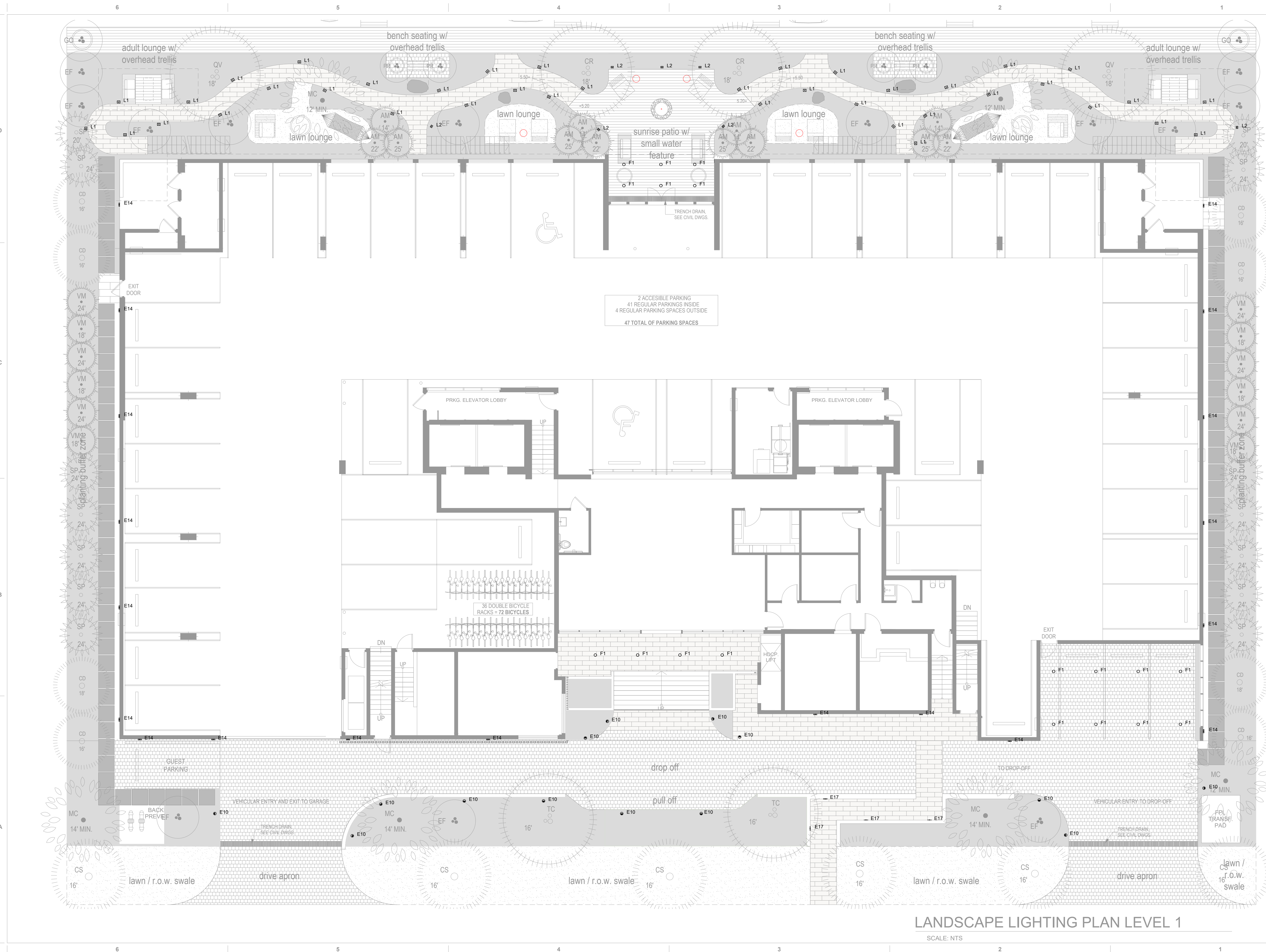
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2202

Sheet Name

Rendering

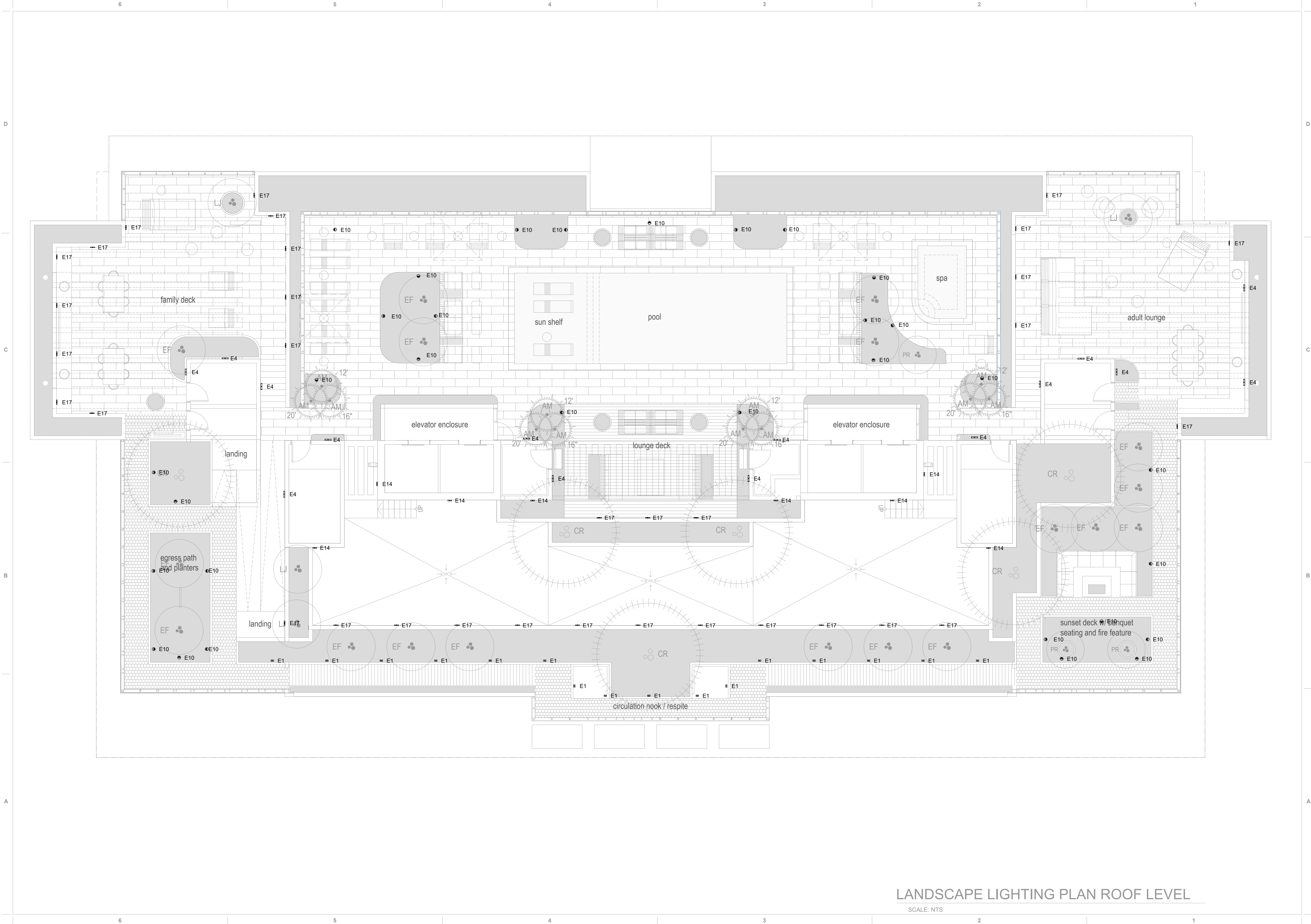
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Lighting Consultant
**MIAMI LIGHTING
DESIGN**
2550 South Bayshore Dr
Suite 206
Miami, FL 33178
P: 305.443.2004

Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

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Project No.
2202

Sheet Name
ROOF LEVEL_
Landscape Lighting Plan

Sheet No.
LD-110

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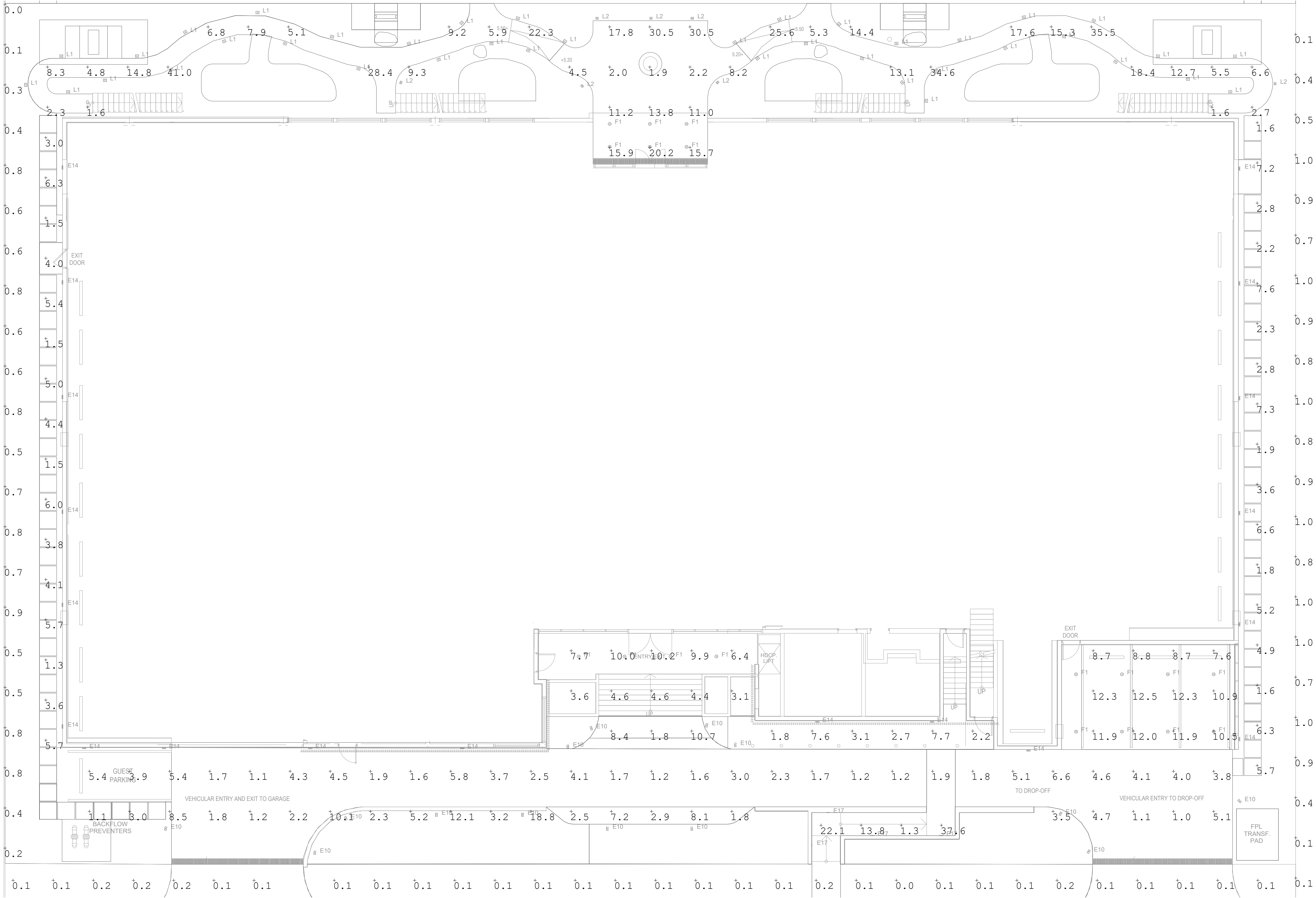
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D

C

B

A



Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	14	E10	Single	US_Light_Measurement_FLINDT_B		0.980	579	15	210
	4	E17	Single	33046_BEGA_IES		1.000	463	8	32
	19	E14	Single	7075-08-C13-35K		0.980	1207	12.0199	228.378
	18	F1	Single	DRD2M10930-DRD2TR6SWH		1.000	1046	13.5	243
	7	L2	Single	303-P1-LEDB1-3000-UNV-T4-DIM10		0.980	636	8.2	57.4
	39	L1	Single	303-P1-LEDB1-3000-UNV-T2-DIM10		0.980	642	8.2	319.8

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
EAST PATH WAY	Illuminance	Fc	13.38	41.0	1.6	8.36
NORTH PATHWAY	Illuminance	Fc	3.93	6.3	1.3	3.02
PROPERTY LINE	Illuminance	Fc	0.39	1.0	0.0	N.A.
SOUTH PATHWAY	Illuminance	Fc	4.20	7.6	1.6	2.63
WEST RAMP	Illuminance	Fc	18.70	37.6	1.3	14.38
WEST SIDE	Illuminance	Fc	5.44	18.8	1.0	5.44

LANDSCAPE EMERGENCY PHOTOMETRICS LEVEL 1

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Project

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Lighting Consultant

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Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

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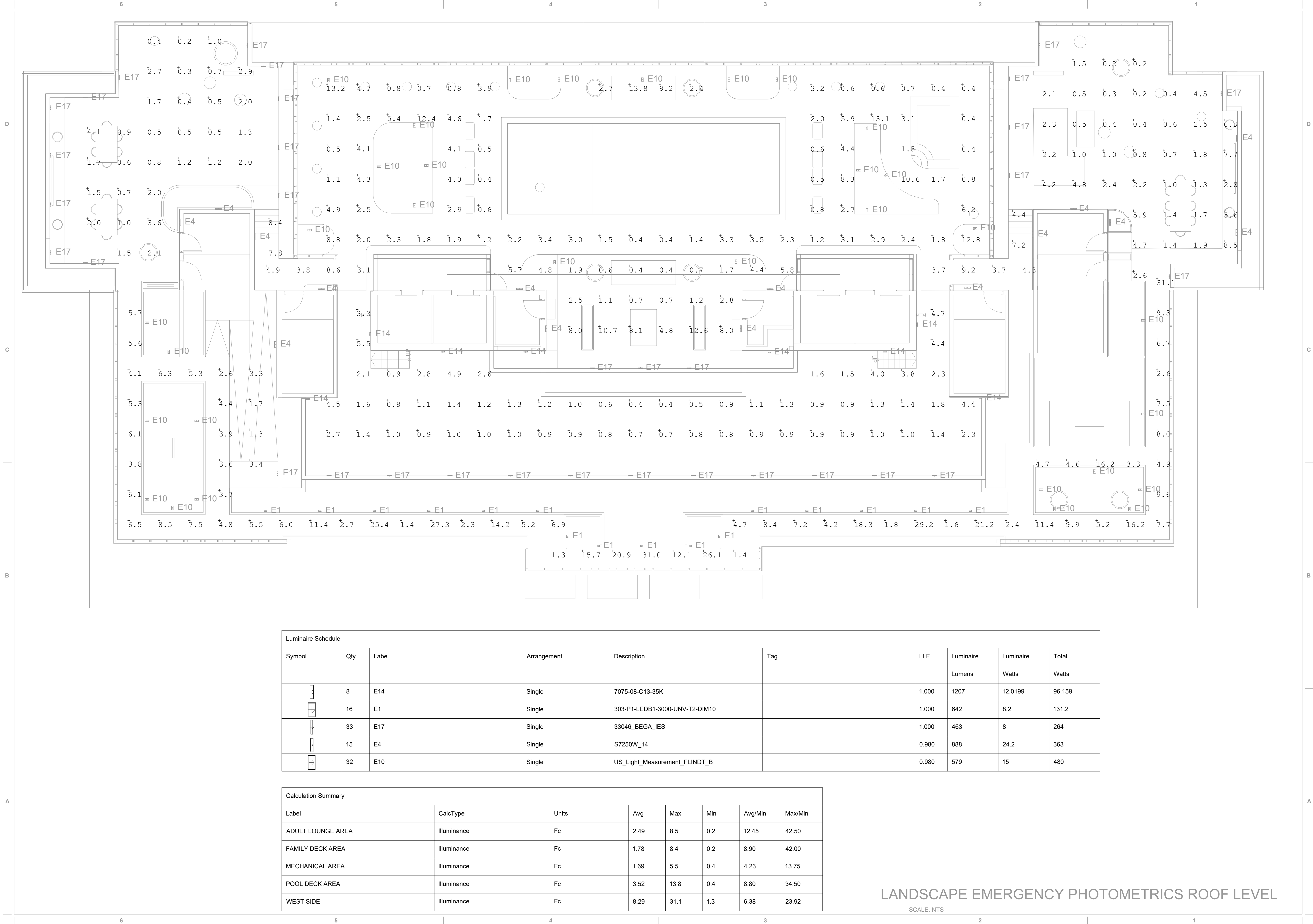
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2202

Sheet Name
LEVEL 1_
Landscape Emergency Photometrics

Sheet No.
LD-407

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Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	8	E14	Single	7075-08-C13-35K		1.000	1207	12.0199	96.159
	16	E1	Single	303-P1-LEDB1-3000-UNV-T2-DIM10		1.000	642	8.2	131.2
	33	E17	Single	33046_BEGA_IES		1.000	463	8	264
	15	E4	Single	S7250W_14		0.980	888	24.2	363
	32	E10	Single	US_Light_Measurement_FLINDT_B		0.980	579	15	480

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ADULT LOUNGE AREA	Illuminance	Fc	2.49	8.5	0.2	12.45	42.50
FAMILY DECK AREA	Illuminance	Fc	1.78	8.4	0.2	8.90	42.00
MECHANICAL AREA	Illuminance	Fc	1.69	5.5	0.4	4.23	13.75
POOL DECK AREA	Illuminance	Fc	3.52	13.8	0.4	8.80	34.50
WEST SIDE	Illuminance	Fc	8.29	31.1	1.3	6.38	23.92

LANDSCAPE EMERGENCY PHOTOMETRICS ROOF LEVEL

SCALE: NTS

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Santiago, Chile

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Project

LA BAIA NORTH

9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

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Owner Information

CONTINUUM LLC

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Lighting Consultant

MIAMI LIGHTING
DESIGN

2550 South Bayshore Dr
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P: 305.443.2004

Luis O. Revuelta

AR-0007972

SITE PLAN REVISION

Date
04.21.22

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Project No.
2202

Sheet Name
ROOF LEVEL_

Landscape Emergency Photometrics

Sheet No.
LD-408

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 5.

ITEM: Consideration and Approval of an application by Bay Harbor Islands Property Owner II, LLC for approval of alternate parking arrangements, including tandem and valet parking spaces for the proposed “La Baia North” project to be located at 9431, 9461, and 9481 East Bay Harbor Drive, Florida, pursuant to Section 23-0(F) of the Town Code. Enclosed is a copy of the applicant's request with supporting documents.

DESCRIPTION:

The applicant is seeking alternative parking arrangements as a result of modification to their parking arrangements that were affected by the removal of the subterranean parking, prohibited by FEMA and the Florida Building Code, through the use of tandem and valet parking spaces, in accordance with Section 23-30(F) of the Town Code.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	Final Cover Letter 06.17.2022
2.	La Baia North Parking Trust LOI - Final



ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

June 17, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Parking Trust and Alternate Arrangements for Required
Parking Requests for Property Located at 9431, 9461 & 9481 East
Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner II, LLC (the "Applicant"). The Applicant owns the properties located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). Please accept this submittal in connection with the Applicant's appeal of the Design Review Board decision on June 7, 2022, regarding the site development plan modification for La Baia North at the Property. The plans for this parking trust and alternate arrangement request are the same as the companion item being considered in the appeal of the Design Review Board decision from June 7, 2022 regarding La Baia North.

Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,

Matthew Amster

cc: Michael Miller, Town Planner
Alba Chang, Town Clerk
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.



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VIA ELECTRONIC MAIL

June 1, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Parking Trust and Alternate Arrangements for Required
Parking Requests for Property Located at 9431, 9461 & 9481 East
Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner II, LLC (the "Applicant"). The Applicant owns the properties located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). On June 7, 2022, the Design Review Board (DRB) will consider the Applicant's modification to the previously approved site plan on the Property, currently referred to as "La Baia North" (the "Project"). The purpose of this letter is to request:

- (1) Approval of alternate parking arrangements, including tandem and valet spaces, pursuant to Section 23-30(f) of the Bay Harbor Code of Ordinances (the "Code"), in order to comply with required parking; and
- (2) Approval of payment into the Town Parking Trust in lieu of providing 39 parking spaces for the Project, to ensure the Project satisfies off-street parking requirements.

The Project. The DRB approval is for a family-oriented condominium building composed of 57 residential units. The currently proposed units for the Project are a significant reduction from a previously approved site plan of 72 units, which also included basement level parking. Importantly, due to FEMA and Florida Building Code restrictions for residential buildings, the Applicant had to eliminate the basement parking level, and

through this substantial adjustment in the Project requests approval of alternate parking arrangements and payment into the Town Parking Trust.

Project Parking and Circulation. As previously discussed, due to FEMA restrictions for residential buildings, the Applicant must eliminate the previously approved basement parking level. The prior approval consisted of 2 levels of parking, including a basement, with 102 spaces (at -16' BFE / -6' NGVD), as well as an additional 43 parking spaces at the ground floor level. For appropriate resiliency and sustainability, the Applicant's current plan proposes all parking at the ground level above 5'-0" NGVD. The parking will include 43 standard interior parking spaces, 4 exterior spaces, and 28 valet parking spaces for efficient parking, with a total of 75 parking spaces. The valet operation will be 24/7 and access to the valet drop-off /pick-up area will be provided at the front entrance to the building on the private driveway. The proposed drop-off design includes an ADA compliant accessible walkway, which will connect the lobby with the right-of-way. The Applicant's proposed plan will also maintain 36 double bicycle racks which will accommodate 72 bicycles.

Parking Requirements. Based on the Applicant's proposed reduction to 57 residential units, the Applicant is required to provide 114 parking spaces. The Applicant's proposal accommodates 75 parking spaces. Pursuant to Section 23-29.1 of the Bay Harbor Code of Ordinances (the "Code"), which establishes a Town Parking Trust, subject to approval by the Town Council a property owner can pay a fee for each of the required on-site parking spaces that are not provided on-site.

In order to be eligible to pay the Parking Trust Fee in lieu of providing required parking, the property owner must provide a minimum of 40 percent of all required parking spaces and meet certain criteria. Specifically, the property owner must demonstrate that,

- (1) adequate off-street parking is available within 500 feet of the subject site;
- (2) the Council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
- (3) the Town Manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
- (4) appropriate mitigation is provided in the form of the Parking Trust Fee or other equivalent mitigation.

The proposed plan provides more than 40 percent of required parking. Particularly, the Project provides approximately 65 percent of required parking. The Project also meets the Code criteria. First, there is adequate off-street parking within 500 feet of the Property because there is a public parking lot located west of the Project on 95th Street. Second, the reduction of units is beneficial and reduces traffic. Moreover, the elimination of the subterranean basement parking avoids flooding impacts to the Property and the surrounding area and, therefore, allows for a more resilient Project. Third, there have been multiple discussions with the Town Administration to address the proposed reduction in parking and the Applicant's proposal has been met with support. Fourth, the Applicant is willing to pay the Parking Trust Fee for each of the remaining 39 required on-site parking spaces.

Additionally, the Applicant anticipates several mitigating factors above participation in the Town Parking Trust, such as greater than 50% seasonal occupancy and low expected turnover with no short-term rentals, the preference of ride-sharing services over driving, the convenience of nearby transit including Miami Dade Transit Route 107-G, and both the Property and the surrounding community's compatibility with walking and bicycling. The Applicant further mitigates required parking by providing for and ensuring the following:

- Electric carsharing platform allowing for on-demand guest/resident access and operation of 2 electronic vehicles with dedicated parking spots
- Only 1 guaranteed parking space for 1- and 2-bedroom units
- Additional 72 spaces for bicycle parking
- 24-hour Valet Parking System managing all 75 parking spaces
- Adequate drop-off/pick-up queuing space at the front of the building to ensure no spillover of vehicles onto the street

Notably, a parking generation analysis for the Project was conducted by David Plummer & Associates, Inc., a reputable consulting firm specializing in transportation and civil engineering, and included with the application materials. Overall, the analysis concluded that the 75 parking spaces provided by the Project would satisfy the parking demand and notes that the Town has a higher than average parking requirements for multifamily buildings compared to nearby municipalities. Additionally, a separate queuing analysis revealed that the proposed valet station will be able to accommodate up to five vehicles in the queue, and that during the worst-case scenario of the AM peak hour, the valet station would have an average of no vehicles on queue. Thus, the valet parking system proposed will ensure that the average queue at the valet station will not extend past the provided valet storage and Project entrance.

Summary. La Baia North is a well-designed project that is compatible with the surrounding development in both scale and appearance. The required parking for the Project can be accommodated through the proposed alternate arrangement of tandem and valet parking spaces and, since the Project meets the criteria for the Parking Trust Fund, through the payment of a Parking Trust Fee. Therefore, the Applicant respectfully requests approval of the alternate arrangements for required parking and approval to pay the Parking Trust Fee for the remaining 39 parking spaces.

We look forward to your favorable recommendation and the Town Council's approval of these requests. Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Michael Miller, Town Planner
Alba Chang, Town Clerk
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.

April 27, 2022

Mr. Ian Bruce Eichner
Bay Harbour Islands Property Own I, LLC
c/o The Continuum Company LLC
49 West 23 Street, 4 Floor
New York, NY 10010

RE: La Baia North Traffic Statement - #21258

Dear Mr. Eichner,

The proposed project is located at 9461 E. Bay Harbor Drive in Bay Harbor Islands, Florida (See Attachment A for the site plan). The project is proposing a residential building with 57 units. The project is providing 43 interior parking spaces and four exterior parking spaces for a total of 47 spaces. The project parking will be all valet, therefore by utilizing all the available space in the parking area, the project can accommodate 28 additional spaces. Access to the valet drop-off / pick-up area will be provided along E. Bay Harbor Drive, just south of the valet parking entrance.

Parking Analysis

A parking analysis was conducted for the project to determine if the proposed number of parking spaces (75) is sufficient to satisfy the anticipated peak parking demand. To determine the required number of parking spaces, data from the Institute of Transportation Engineers (ITE), **Parking Generation, 5th Edition** was obtained. Parking requirement from several municipalities in South Florida were also researched to compare them against the requirements from the Town of Bay Harbor Islands.

A parking calculation for the proposed project was performed using the parking rates published by ITE, for the cities of North Miami Beach, North Bay Village, and Sunny Isles Beach. Exhibit 1 shows the results of the parking analysis.

Exhibit 1 Parking Analysis

Land Use	Units	Bay Harbor Islands		ITE		North Bay Village		North Miami Beach		Sunny Isles Beach	
		Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required
Residential (1 Bdr/Studio)	0 Dwelling Units	2	0	1.47	0	1.5	0	1.5	0	1.5	0
Residential (2 Bdr)	27 Dwelling Units	2	54	1.47	40	1.5	41	1.5	41	1.5	41
Residential (3 or more Bdr)	30 Dwelling Units	2	60	1.47	44	1.5	45	2	60	1.5	45
Residential - Visitors	57 Dwelling Units	0	0	0	0	0.1	6	0	0	0.05	3
Total		114		84		92		101		89	

The results of the parking analysis show that based on parking rates published by ITE, the project will require 84 parking spaces. The analysis also shows that the residential parking requirement from the Town of Bay Harbor Islands is on average 24% higher than those required by similar municipalities in South Florida. It should be noted that the ITE rates are based on actual parking demand by the individual land uses.

Parking rates assume 100% occupancy for all land uses. It is understood that an additional 10% - 20% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. This will reduce the parking requirement for the project to 91 parking spaces based on the Town's rate and 67 parking spaces based on ITE rates.

Parking Reduction Strategies

Ride-sharing - Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in

metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G). The use of transit is another effective way to reduce the need for off-street parking.

Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveway. (Trip generation worksheets are available in Attachment B.)

The US Census Bureau provides data on other means of transportation. Census survey data shows a 6.2% use of other modes of transportation (2.3% public transportation and 3.9% walking) for Census tract 38.01. A 6.2% reduction factor was used in the study to account for other modes of transportation. Trip generation calculations were performed for a typical weekday, as well as, AM

and PM peak hours of the adjacent street (see Attachment B). The proposed project trip generation calculations are summarized in Exhibit 2.

Exhibit 2
Project Trip Generation Summary

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

Valet Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the valet drop-off / pick-up area during the AM peak hour of the adjacent street (worst case scenario) so that the queue does not extend past the project entrance (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The potential queue was calculated based on the peak hour traffic published by the Institute of Transportation Engineers (ITE) trip generation rates and/or equations for the proposed land use. The peak of the adjacent street (worst case scenario) was used for the purpose of calculating the expected queue. The proposed AM and PM peak of generator trip generation is summarized in Exhibit 3. Support documentation is provided in Attachment C.

Exhibit 3
Project Peak Hour Trip Generation

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{\text{Average Demand Rate}}{\text{Average Service Rate}}$$

The average service rate corresponds to the time it will take a valet attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left\lceil \frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right\rceil - 1$$

In this equation, $P(x > M)$ is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the valet attendant to circulate to the parking space (**driving time**), the time it will take the valet to maneuver into the parking space (**park processing time**), and the time it will take the valet attendant to walk to/from the parking area (**walking time**).

A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated on a speed of 15 mph, and the walking time for the valet attendant was calculated on a jogging speed of 5 ft / sec. Since the distance from the valet drop-off / pick-up area differs for inbound and outbound trips, a weighted average was taken of the inbound / outbound valet processing times. The weighted average was based on the inbound / outbound trip distribution, which is 16% inbound and 84% outbound. The valet processing rate for the standard parking can be seen in Exhibit 4.

Exhibit 4

Standard Parking Processing Rate

Valet Drop-off / Pick-up

Valet Time (Inbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Valet Time (Outbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Weighted (Standard Parking) Valet Time

<i>16% Inbound:</i>	$0.16 * 3.14 \text{ min} = 0.50 \text{ min}$
<i>84% Outbound:</i>	$0.84 * 3.14 \text{ min} = 2.64 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

An iterative approach was used to determine the minimum number of valet attendants required during the AM peak hour of the adjacent street (worst case scenario) to serve both the entering and exiting vehicles that will ensure that the average queue at the valet station will not extend past the provided valet storage. Exhibit 5 shows the calculations for the inbound / outbound valet (drop-off / pick-up area) during the AM peak hour.

Exhibit 5

Valet Station Queuing Calculations

$$Q = \text{Processing rate} = \frac{60 \text{ min/hr}}{3.14 \text{ min/process}} = 19.11 \text{ process/hr}$$

$$q = \text{Demand Rate} = 19 \frac{\text{veh}}{\text{hr}}$$

$$N = \text{Service Positions} = 3 \text{ Attendants}$$

$$\rho = \text{Utilization factor} = \frac{q}{(NQ)} = \frac{19 \text{ veh/hr}}{3 \times 19.11 \text{ process/hr}} = 0.3314$$

$$Q_m = \text{Table Value} = 0.0923$$

$$M = \text{queue length which is exceeded 5\% of the time } [P(x > M)]$$

$$M = \frac{\ln P(x > M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0923)}{\ln(0.3314)} - 1 = -0.44 \text{ say, no vehicles on queue}$$

The results of the analysis show that a total of 3 valet attendants would be able to handle the demand during the AM peak hour of the adjacent street (worst case scenario) at the valet station with an average of no vehicles on queue. Based on the site plan, the valet station has approximately 110 feet of storage; this distance is enough to accommodate five vehicles in the queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hours to make sure that the queue does not spill onto the public right-of-way or interferes with site operations. Once operational, the development can assess the actual need for valet attendants at different times of the day.

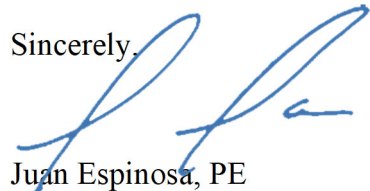
Conclusions

Based on the parking generation analysis, comparison of parking rates from other municipalities, seasonal vacancies, transit availability, and walking/bicycling opportunities it is our professional opinion that the 75 parking spaces provided by the project should satisfy their parking demand.

The results of the valet analysis show that a total of 3 valet attendants would be able to handle the demand at the drop-off / pick-up area during the AM peak of the adjacent street (worst case scenario) with an average of no vehicles on queue. It is also our professional opinion that the operations of the valet station, will not have an adverse impact on the operations of E Bay Harbor Drive.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Espinosa', is written over the word 'Sincerely,'.

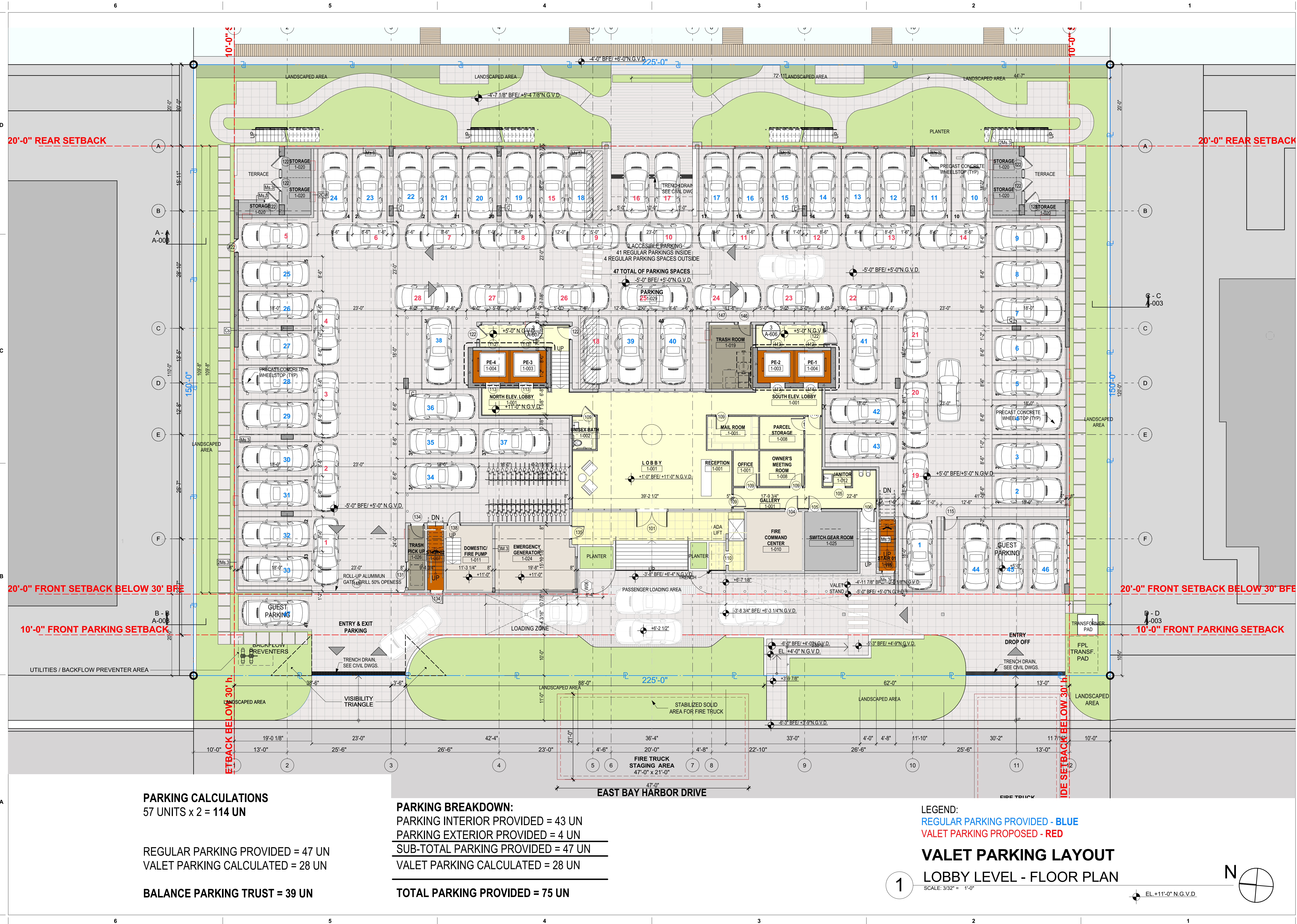
Juan Espinosa, PE
Vice-President – Transportation

w:\21\21258\la baia north\la baia north traffic letter_april 2022.docx

Attachment A

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PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

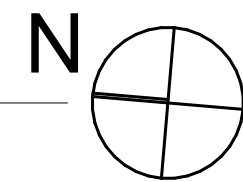
PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"



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Project

LA BAJA NORTH
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BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
LOBBY LEVEL - FLOOR PLAN

Sheet No.

.1

Attachment B

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

COMMUTING CHARACTERISTICS BY SEX

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 38.01, Miami-Dade County, Florida			
	Total	Male	Female
Label	Estimate	Estimate	Estimate
✓ Workers 16 years and over	2,726	1,389	1,337
✓ MEANS OF TRANSPORTATION TO WORK			
✓ Car, truck, or van	82.8%	89.7%	75.6%
Drove alone	71.5%	85.6%	56.9%
✓ Carpooled	11.3%	4.1%	18.7%
In 2-person carpool	11.3%	4.1%	18.7%
In 3-person carpool	0.0%	0.0%	0.0%
In 4-or-more person carpool	0.0%	0.0%	0.0%
Workers per car, truck, or van	1.07	1.02	1.14
Public transportation (excluding taxicab)	2.3%	3.4%	1.1%
Walked	3.9%	1.9%	5.9%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or other means	0.5%	0.0%	1.0%
Worked from home	10.6%	5.0%	16.4%
> PLACE OF WORK			
> Workers 16 years and over who did not work from home	2,438	1,320	1,118
> VEHICLE AVAILABLE			

Table Notes

COMMUTING CHARACTERISTICS BY SEX

Survey/Program: American Community Survey
Year: 2019
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: [Change to Means of Transportation](#).

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Attachment C

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8-9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right] - 1$$

where:

M = queue length which is exceeded p percent of the time

N = number of service channels (drive-in positions)

Q = service rate per channel (vehicles per hour)

$\rho = \frac{\text{demand rate}}{\text{service rate}} = \frac{q}{NQ}$ = utilization factor

q = demand rate on the system (vehicles per hour)

Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$$\rho = \frac{q}{NQ} = \frac{\text{arrival rate, total}}{(\text{number of channels})(\text{service rate per channel})}$$

N = number of channels (service positions)

Solution

Step 1: $Q = \frac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3 \text{ services per hour}$

Step 2: $q = (110 \text{ veh/45 min}) \times (60 \text{ min/hr}) = 146.7 \text{ vehicles per hour}$

Step 3: $\rho = \frac{q}{NQ} = \frac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M , being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956} \right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110} \right] - 1$$

$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$

U.S. Parking

Parking Management

June 15, 2022

To The Town of Bay Harbor Council Members:

U.S. Parking is a local company with over 40 years' experience in providing valet parking services to residential and commercial properties.

Currently we service sixty properties with over five hundred employees in the Miami-Dade area.

We have reviewed the attached Parking Layout Plan and based on our experience at several residential buildings in Miami we can confirm that it is a functional, viable plan.

Should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

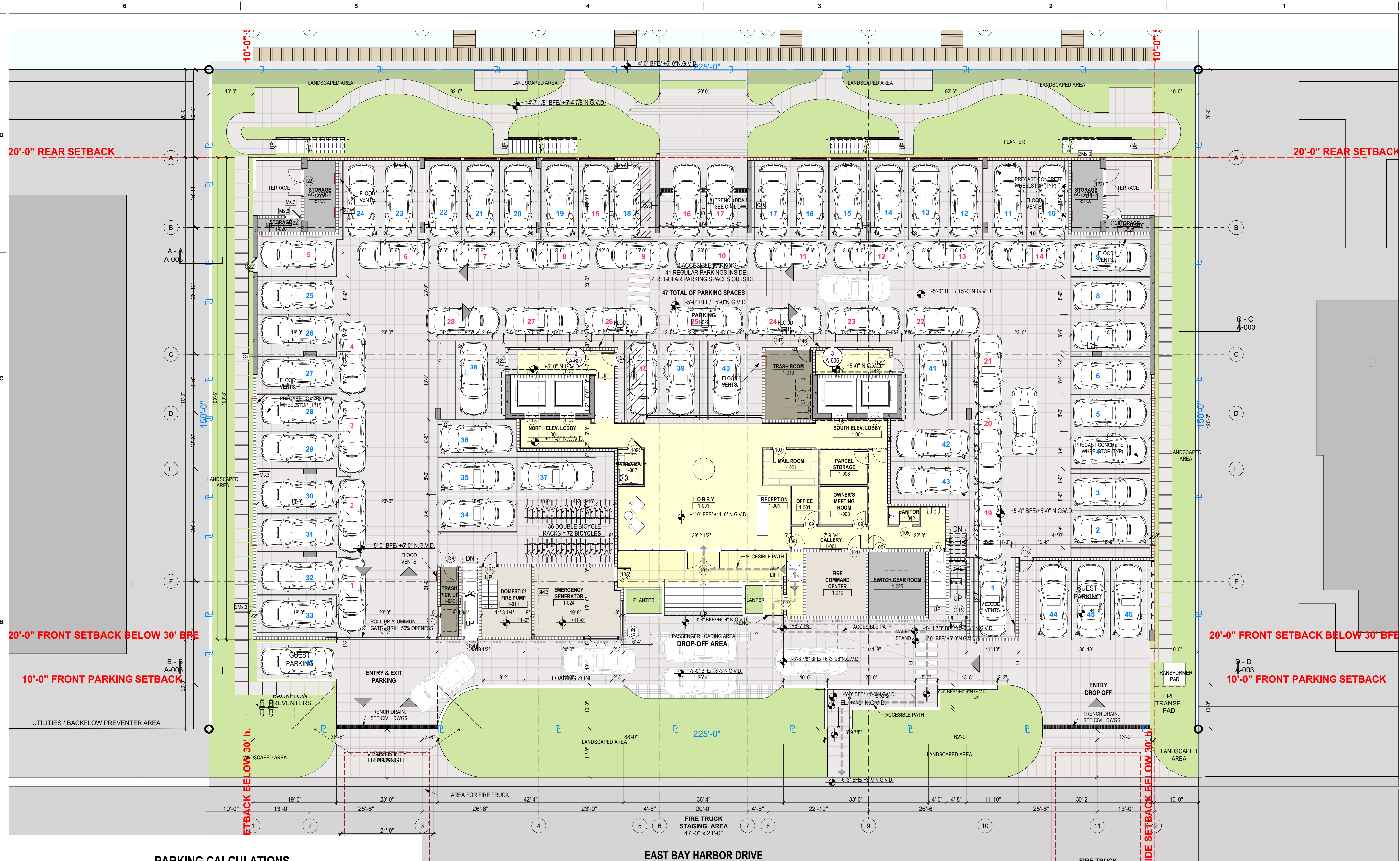


Arturo Evans
General Manager

Attachment: Parking Layout Royal House

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NOT FOR CONSTRUCTION



PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
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SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"



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Project

LA BAJA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant

Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
LOBBY LEVEL - FLOOR
PLAN

Sheet No.

A-601

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a Parking Trust Payment Agreement with Bay Harbor Islands Property Owner II for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed "La Baia North" project to be located at 9431, 9461 & 9481 East Bay Harbor Drive. Approval of alternative parking arrangements valet and tandem parking, to satisfy parking requirements per Code, Section 23-30 (f). Approval of conditions for alternative parking arrangements and use of Parking Trust pursuant to revised site plan application. Enclosed is a copy of the proposal setting forth the terms of the agreement and a copy of the related section of the Town Code.

DESCRIPTION:

Consideration and Approval of a Parking Trust Payment Agreement with Bay Harbor Islands Property Owner II for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed "La Baia North" project to be located at 9431, 9461, and 9481 East Bay Harbor Drive. Approval of alternate parking arrangement, including tandem and valet spaces, pursuant to Section 23-30 (f) of the Town Code.

On August 20, 2013, the Town's Design Review Board (formerly Planning & Zoning Board) approved a site plan in order to construct a 72-unit multi-family residential development with a partially subterranean parking garage. The Design Review Board is scheduled to hear a request for a site plan development modification on June 7th, which amended the project from 72 to 57 dwelling units, which would require 114 parking spaces on the site. The project is proposing 75 on-site parking spaces, including tandem and valet parking.

Due to FEMA and the Florida Building Code restrictions for residential projects, the previously approved underground parking garage that contained a majority of the required parking spaces cannot be built. The developer is seeking the Town Council's approval to pay the Parking Trust Fee for 39 required on-site parking spaces, at the time of the issuance of the Master Building Permit for the project.

Resolution No. 2005 Establishes the Parking Trust Fund Fees

- The payment for each required parking space shall be \$20,000
- Financing the Parking Trust Fees in annual installments, twenty-five percent (25%) of the Parking Trust Fees shall be paid as down payment within thirty (30) days of the Town Council's approval, the balance may be amortized over no more than fifteen (15) years, and the payments shall bear interest at 2.25%, per annum.
- Parking Trust Fees by annual lease payments - the annual lease payment for each required space shall be \$1,000.00.

The Parking Trust Fees are being re-evaluated under Item #2.

Enclosed is a copy of the proposal, staff report, and other supporting documents.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

There is a potential \$780,000 Parking Trust fee income to the Town of Bay Harbor Islands Parking Fund.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	Final Cover Letter 06.17.2022
2.	La Baia North Parking Trust LOI - Final
3.	Draft Parking Trust Fund Agreement - La Baia North 5.26.22 mh
4.	La Baia North - Traffic and Parking Statement
5.	La Baia North - Plans
6.	Section 23-29.1 Town Parking Trust (1)
7.	Section 23-30F (1)
8.	Resolution 2005 - Parking Trust Fees
9.	BHI La Baia North Parking Trust TC Staff Report May 31 2022



ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

June 17, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Parking Trust and Alternate Arrangements for Required
Parking Requests for Property Located at 9431, 9461 & 9481 East
Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner II, LLC (the "Applicant"). The Applicant owns the properties located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). Please accept this submittal in connection with the Applicant's appeal of the Design Review Board decision on June 7, 2022, regarding the site development plan modification for La Baia North at the Property. The plans for this parking trust and alternate arrangement request are the same as the companion item being considered in the appeal of the Design Review Board decision from June 7, 2022 regarding La Baia North.

Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,

Matthew Amster

cc: Michael Miller, Town Planner
Alba Chang, Town Clerk
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.



BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

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mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

June 1, 2022

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Parking Trust and Alternate Arrangements for Required
Parking Requests for Property Located at 9431, 9461 & 9481 East
Bay Harbor Drive, Bay Harbor Islands, FL

Dear Ms. Lasday,

Our law firm represents Bay Harbor Islands Property Owner II, LLC (the "Applicant"). The Applicant owns the properties located at 9431, 9461 & 9481 East Bay Harbor Drive, Bay Harbor Islands (collectively the "Property"). On June 7, 2022, the Design Review Board (DRB) will consider the Applicant's modification to the previously approved site plan on the Property, currently referred to as "La Baia North" (the "Project"). The purpose of this letter is to request:

- (1) Approval of alternate parking arrangements, including tandem and valet spaces, pursuant to Section 23-30(f) of the Bay Harbor Code of Ordinances (the "Code"), in order to comply with required parking; and
- (2) Approval of payment into the Town Parking Trust in lieu of providing 39 parking spaces for the Project, to ensure the Project satisfies off-street parking requirements.

The Project. The DRB approval is for a family-oriented condominium building composed of 57 residential units. The currently proposed units for the Project are a significant reduction from a previously approved site plan of 72 units, which also included basement level parking. Importantly, due to FEMA and Florida Building Code restrictions for residential buildings, the Applicant had to eliminate the basement parking level, and

through this substantial adjustment in the Project requests approval of alternate parking arrangements and payment into the Town Parking Trust.

Project Parking and Circulation. As previously discussed, due to FEMA restrictions for residential buildings, the Applicant must eliminate the previously approved basement parking level. The prior approval consisted of 2 levels of parking, including a basement, with 102 spaces (at -16' BFE / -6' NGVD), as well as an additional 43 parking spaces at the ground floor level. For appropriate resiliency and sustainability, the Applicant's current plan proposes all parking at the ground level above 5'-0" NGVD. The parking will include 43 standard interior parking spaces, 4 exterior spaces, and 28 valet parking spaces for efficient parking, with a total of 75 parking spaces. The valet operation will be 24/7 and access to the valet drop-off /pick-up area will be provided at the front entrance to the building on the private driveway. The proposed drop-off design includes an ADA compliant accessible walkway, which will connect the lobby with the right-of-way. The Applicant's proposed plan will also maintain 36 double bicycle racks which will accommodate 72 bicycles.

Parking Requirements. Based on the Applicant's proposed reduction to 57 residential units, the Applicant is required to provide 114 parking spaces. The Applicant's proposal accommodates 75 parking spaces. Pursuant to Section 23-29.1 of the Bay Harbor Code of Ordinances (the "Code"), which establishes a Town Parking Trust, subject to approval by the Town Council a property owner can pay a fee for each of the required on-site parking spaces that are not provided on-site.

In order to be eligible to pay the Parking Trust Fee in lieu of providing required parking, the property owner must provide a minimum of 40 percent of all required parking spaces and meet certain criteria. Specifically, the property owner must demonstrate that,

- (1) adequate off-street parking is available within 500 feet of the subject site;
- (2) the Council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
- (3) the Town Manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
- (4) appropriate mitigation is provided in the form of the Parking Trust Fee or other equivalent mitigation.

The proposed plan provides more than 40 percent of required parking. Particularly, the Project provides approximately 65 percent of required parking. The Project also meets the Code criteria. First, there is adequate off-street parking within 500 feet of the Property because there is a public parking lot located west of the Project on 95th Street. Second, the reduction of units is beneficial and reduces traffic. Moreover, the elimination of the subterranean basement parking avoids flooding impacts to the Property and the surrounding area and, therefore, allows for a more resilient Project. Third, there have been multiple discussions with the Town Administration to address the proposed reduction in parking and the Applicant's proposal has been met with support. Fourth, the Applicant is willing to pay the Parking Trust Fee for each of the remaining 39 required on-site parking spaces.

Additionally, the Applicant anticipates several mitigating factors above participation in the Town Parking Trust, such as greater than 50% seasonal occupancy and low expected turnover with no short-term rentals, the preference of ride-sharing services over driving, the convenience of nearby transit including Miami Dade Transit Route 107-G, and both the Property and the surrounding community's compatibility with walking and bicycling. The Applicant further mitigates required parking by providing for and ensuring the following:

- Electric carsharing platform allowing for on-demand guest/resident access and operation of 2 electronic vehicles with dedicated parking spots
- Only 1 guaranteed parking space for 1- and 2-bedroom units
- Additional 72 spaces for bicycle parking
- 24-hour Valet Parking System managing all 75 parking spaces
- Adequate drop-off/pick-up queuing space at the front of the building to ensure no spillover of vehicles onto the street

Notably, a parking generation analysis for the Project was conducted by David Plummer & Associates, Inc., a reputable consulting firm specializing in transportation and civil engineering, and included with the application materials. Overall, the analysis concluded that the 75 parking spaces provided by the Project would satisfy the parking demand and notes that the Town has a higher than average parking requirements for multifamily buildings compared to nearby municipalities. Additionally, a separate queuing analysis revealed that the proposed valet station will be able to accommodate up to five vehicles in the queue, and that during the worst-case scenario of the AM peak hour, the valet station would have an average of no vehicles on queue. Thus, the valet parking system proposed will ensure that the average queue at the valet station will not extend past the provided valet storage and Project entrance.

Summary. La Baia North is a well-designed project that is compatible with the surrounding development in both scale and appearance. The required parking for the Project can be accommodated through the proposed alternate arrangement of tandem and valet parking spaces and, since the Project meets the criteria for the Parking Trust Fund, through the payment of a Parking Trust Fee. Therefore, the Applicant respectfully requests approval of the alternate arrangements for required parking and approval to pay the Parking Trust Fee for the remaining 39 parking spaces.

We look forward to your favorable recommendation and the Town Council's approval of these requests. Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Michael Miller, Town Planner
Alba Chang, Town Clerk
Bruce Eichner
Maritza Haro, Esq.
Shakeyla Flores, Esq.

DAVID PLUMMER & ASSOCIATES

TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

April 27, 2022

Mr. Ian Bruce Eichner
Bay Harbour Islands Property Own I, LLC
c/o The Continuum Company LLC
49 West 23 Street, 4 Floor
New York, NY 10010

RE: La Baia North Traffic Statement - #21258

Dear Mr. Eichner,

The proposed project is located at 9461 E. Bay Harbor Drive in Bay Harbor Islands, Florida (See Attachment A for the site plan). The project is proposing a residential building with 57 units. The project is providing 43 interior parking spaces and four exterior parking spaces for a total of 47 spaces. The project parking will be all valet, therefore by utilizing all the available space in the parking area, the project can accommodate 28 additional spaces. Access to the valet drop-off / pick-up area will be provided along E. Bay Harbor Drive, just south of the valet parking entrance.

Parking Analysis

A parking analysis was conducted for the project to determine if the proposed number of parking spaces (75) is sufficient to satisfy the anticipated peak parking demand. To determine the required number of parking spaces, data from the Institute of Transportation Engineers (ITE), **Parking Generation, 5th Edition** was obtained. Parking requirement from several municipalities in South Florida were also researched to compare them against the requirements from the Town of Bay Harbor Islands.

A parking calculation for the proposed project was performed using the parking rates published by ITE, for the cities of North Miami Beach, North Bay Village, and Sunny Isles Beach. Exhibit 1 shows the results of the parking analysis.

Exhibit 1 Parking Analysis

Land Use	Units	Bay Harbor Islands		ITE		North Bay Village		North Miami Beach		Sunny Isles Beach	
		Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required
Residential (1 Bdr/Studio)	0 Dwelling Units	2	0	1.47	0	1.5	0	1.5	0	1.5	0
Residential (2 Bdr)	27 Dwelling Units	2	54	1.47	40	1.5	41	1.5	41	1.5	41
Residential (3 or more Bdr)	30 Dwelling Units	2	60	1.47	44	1.5	45	2	60	1.5	45
Residential - Visitors	57 Dwelling Units	0	0	0	0	0.1	6	0	0	0.05	3
Total		114		84		92		101		89	

The results of the parking analysis show that based on parking rates published by ITE, the project will require 84 parking spaces. The analysis also shows that the residential parking requirement from the Town of Bay Harbor Islands is on average 24% higher than those required by similar municipalities in South Florida. It should be noted that the ITE rates are based on actual parking demand by the individual land uses.

Parking rates assume 100% occupancy for all land uses. It is understood that an additional 10% - 20% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. This will reduce the parking requirement for the project to 91 parking spaces based on the Town's rate and 67 parking spaces based on ITE rates.

Parking Reduction Strategies

Ride-sharing - Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in

metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G). The use of transit is another effective way to reduce the need for off-street parking.

Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveway. (Trip generation worksheets are available in Attachment B.)

The US Census Bureau provides data on other means of transportation. Census survey data shows a 6.2% use of other modes of transportation (2.3% public transportation and 3.9% walking) for Census tract 38.01. A 6.2% reduction factor was used in the study to account for other modes of transportation. Trip generation calculations were performed for a typical weekday, as well as, AM

and PM peak hours of the adjacent street (see Attachment B). The proposed project trip generation calculations are summarized in Exhibit 2.

Exhibit 2
Project Trip Generation Summary

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

Valet Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the valet drop-off / pick-up area during the AM peak hour of the adjacent street (worst case scenario) so that the queue does not extend past the project entrance (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The potential queue was calculated based on the peak hour traffic published by the Institute of Transportation Engineers (ITE) trip generation rates and/or equations for the proposed land use. The peak of the adjacent street (worst case scenario) was used for the purpose of calculating the expected queue. The proposed AM and PM peak of generator trip generation is summarized in Exhibit 3. Support documentation is provided in Attachment C.

Exhibit 3
Project Peak Hour Trip Generation

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{\text{Average Demand Rate}}{\text{Average Service Rate}}$$

The average service rate corresponds to the time it will take a valet attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left\lceil \frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right\rceil - 1$$

In this equation, $P(x > M)$ is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the valet attendant to circulate to the parking space (**driving time**), the time it will take the valet to maneuver into the parking space (**park processing time**), and the time it will take the valet attendant to walk to/from the parking area (**walking time**).

A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated on a speed of 15 mph, and the walking time for the valet attendant was calculated on a jogging speed of 5 ft / sec. Since the distance from the valet drop-off / pick-up area differs for inbound and outbound trips, a weighted average was taken of the inbound / outbound valet processing times. The weighted average was based on the inbound / outbound trip distribution, which is 16% inbound and 84% outbound. The valet processing rate for the standard parking can be seen in Exhibit 4.

Exhibit 4

Standard Parking Processing Rate

Valet Drop-off / Pick-up

Valet Time (Inbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Valet Time (Outbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Weighted (Standard Parking) Valet Time

<i>16% Inbound:</i>	$0.16 * 3.14 \text{ min} = 0.50 \text{ min}$
<i>84% Outbound:</i>	$0.84 * 3.14 \text{ min} = 2.64 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

An iterative approach was used to determine the minimum number of valet attendants required during the AM peak hour of the adjacent street (worst case scenario) to serve both the entering and exiting vehicles that will ensure that the average queue at the valet station will not extend past the provided valet storage. Exhibit 5 shows the calculations for the inbound / outbound valet (drop-off / pick-up area) during the AM peak hour.

Exhibit 5

Valet Station Queuing Calculations

$$Q = \text{Processing rate} = \frac{60 \text{ min/hr}}{3.14 \text{ min/process}} = 19.11 \text{ process/hr}$$

$$q = \text{Demand Rate} = 19 \frac{\text{veh}}{\text{hr}}$$

$$N = \text{Service Positions} = 3 \text{ Attendants}$$

$$\rho = \text{Utilization factor} = \frac{q}{(NQ)} = \frac{19 \text{ veh/hr}}{3 \times 19.11 \text{ process/hr}} = 0.3314$$

$$Q_m = \text{Table Value} = 0.0923$$

$$M = \text{queue length which is exceeded 5\% of the time } [P(x > M)]$$

$$M = \frac{\ln P(x > M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0923)}{\ln(0.3314)} - 1 = -0.44 \text{ say, no vehicles on queue}$$

The results of the analysis show that a total of 3 valet attendants would be able to handle the demand during the AM peak hour of the adjacent street (worst case scenario) at the valet station with an average of no vehicles on queue. Based on the site plan, the valet station has approximately 110 feet of storage; this distance is enough to accommodate five vehicles in the queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hours to make sure that the queue does not spill onto the public right-of-way or interferes with site operations. Once operational, the development can assess the actual need for valet attendants at different times of the day.

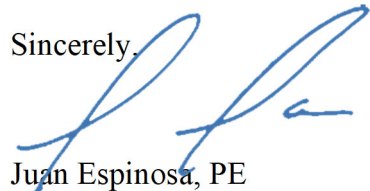
Conclusions

Based on the parking generation analysis, comparison of parking rates from other municipalities, seasonal vacancies, transit availability, and walking/bicycling opportunities it is our professional opinion that the 75 parking spaces provided by the project should satisfy their parking demand.

The results of the valet analysis show that a total of 3 valet attendants would be able to handle the demand at the drop-off / pick-up area during the AM peak of the adjacent street (worst case scenario) with an average of no vehicles on queue. It is also our professional opinion that the operations of the valet station, will not have an adverse impact on the operations of E Bay Harbor Drive.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Espinosa', is written over the word 'Sincerely,'.

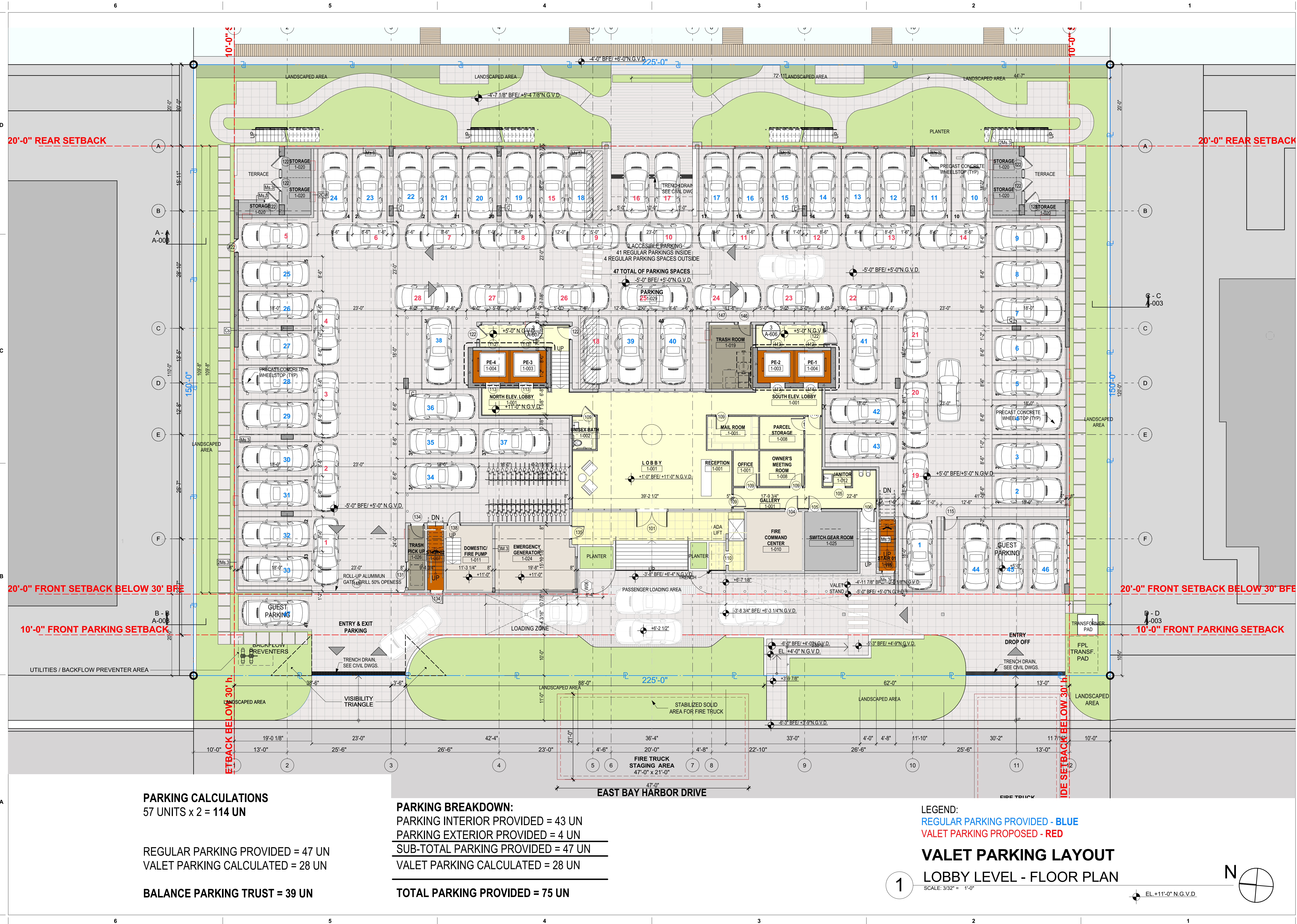
Juan Espinosa, PE
Vice-President – Transportation

w:\21\21258\la baia north\la baia north traffic letter_april 2022.docx

Attachment A

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NOT FOR CONSTRUCTION



Attachment B

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

COMMUTING CHARACTERISTICS BY SEX

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 38.01, Miami-Dade County, Florida			
	Total	Male	Female
Label	Estimate	Estimate	Estimate
✓ Workers 16 years and over	2,726	1,389	1,337
✓ MEANS OF TRANSPORTATION TO WORK			
✓ Car, truck, or van	82.8%	89.7%	75.6%
Drove alone	71.5%	85.6%	56.9%
✓ Carpooled	11.3%	4.1%	18.7%
In 2-person carpool	11.3%	4.1%	18.7%
In 3-person carpool	0.0%	0.0%	0.0%
In 4-or-more person carpool	0.0%	0.0%	0.0%
Workers per car, truck, or van	1.07	1.02	1.14
Public transportation (excluding taxicab)	2.3%	3.4%	1.1%
Walked	3.9%	1.9%	5.9%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or other means	0.5%	0.0%	1.0%
Worked from home	10.6%	5.0%	16.4%
> PLACE OF WORK			
> Workers 16 years and over who did not work from home	2,438	1,320	1,118
> VEHICLE AVAILABLE			

Table Notes

COMMUTING CHARACTERISTICS BY SEX

Survey/Program: American Community Survey
Year: 2019
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: [Change to Means of Transportation](#).

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Attachment C

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
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Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
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221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8-9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right] - 1$$

where:

M = queue length which is exceeded p percent of the time

N = number of service channels (drive-in positions)

Q = service rate per channel (vehicles per hour)

$\rho = \frac{\text{demand rate}}{\text{service rate}} = \frac{q}{NQ}$ = utilization factor

q = demand rate on the system (vehicles per hour)

Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$$\rho = \frac{q}{NQ} = \frac{\text{arrival rate, total}}{(\text{number of channels})(\text{service rate per channel})}$$

N = number of channels (service positions)

Solution

Step 1: $Q = \frac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3 \text{ services per hour}$

Step 2: $q = (110 \text{ veh/45 min}) \times (60 \text{ min/hr}) = 146.7 \text{ vehicles per hour}$

Step 3: $\rho = \frac{q}{NQ} = \frac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M , being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956} \right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110} \right] - 1$$

$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$

U.S. Parking

Parking Management

June 15, 2022

To The Town of Bay Harbor Council Members:

U.S. Parking is a local company with over 40 years' experience in providing valet parking services to residential and commercial properties.

Currently we service sixty properties with over five hundred employees in the Miami-Dade area.

We have reviewed the attached Parking Layout Plan and based on our experience at several residential buildings in Miami we can confirm that it is a functional, viable plan.

Should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,



Arturo Evans
General Manager

Attachment: Parking Layout Royal House

BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information

ONTINUUM LLC

9201 East Bay Harbour Dr
 Bay Harbour Islands, FL 33154
 305.861.8181

Consultant

is O. Revuelta

R-0007972

SITE PLAN REVISION

Date
1.22

Scale
S SHOWN

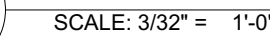
Project No.

Sheet Name

LOBBY LEVEL - FLOOR
PLAN

Sheet No.

A-601



PARKING TRUST PAYMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town") and BAY HARBOR ISLANDS PROPERTY OWNER II, LLC, (the "Developer"). Town and Developer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. Developer submitted an application (the "Application") to the Town for the approval of a multifamily development at the property located at 9431, 9461 & 9481 East Bay Harbor Drive, (the "Project" and the "Property").
- B. The Application was approved by Resolution Nos. _____, subject to, among other things, satisfying the on-site parking requirements for the Project (collectively the "Resolution").
- C. The Project is required to have 114 on-site parking spaces.
- D. The Project will have 75 on-site parking spaces, including tandem and valet parking spaces.
- E. The Developer proposes to provide the remaining required 39 on-site parking spaces through payment into the Town's Parking Trust Fund, pursuant to Section 23-29.1 of the Town's Code of Ordinances (the "Code").
- F. The Developer submitted an application to the Town requesting that the Town Council approve payment into the Town's Parking Trust Fund for 39 parking spaces, so that the Project may satisfy its on-site parking requirements.
- G. On _____, at a public meeting, the Town Council found that the Developer's request for satisfying its on-site parking requirement will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses and, therefore, agreed to allow the Developer to pay a fee to the Town's Parking Trust pursuant Section 23-29.1(6) of the Town's Code of Ordinances, applicable to 39 parking spaces in lieu of the Developer providing all of the Project's required parking spaces on-site, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1) Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2) Parking Trust Payments. The Parking Trust Fee (for each of the 39 required parking spaces) is twenty thousand dollars \$20,000 (the "Parking Trust Fee"). Developer shall pay the Town a total sum of \$780,000 for the 39 parking spaces (the "Parking Trust Fee"). The Parking Trust Fee payment shall be paid at the time of issuance of the Master Building Permit for the Project.
- 3) Valet. Valet service will be provided at the Property 24 hours a day, 7 days a week. Valet operator will not park vehicles on-street along East Bay Harbor Drive or other off-site residents' spaces.
- 4) Representations, Warranties, Covenants, and Agreements of Developer. Developer hereby represents, warrants, covenants, agrees and states to and with the Town as follows:
 - a) Developer 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. Developer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Developer 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 (ii) perform any of its obligations under this Agreement. The person executing this Agreement on behalf of Developer is duly authorized to execute and bind Developer to this Agreement, and upon such execution and delivery, this Agreement shall be valid, binding and enforceable against Developer.
 - 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 Developer of (A) any agreement, document or instrument to which Developer is a party or by which Developer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Developer; 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 Developer.
 - c) Developer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

- d) Developer understands and agrees that it is not purchasing or renting parking spaces from the Town. Rather, Developer is paying a fee for the impact that the Project will have upon the Town and for the Town, in conjunction with other such fees paid into its parking trust, to improve and/or expand its existing parking or to add new municipal parking in the Town. As such, should Developer wish to rent parking spaces from the Town, such parking space rentals would be the subject of a separate agreement between the Developer and the Town.
- e) The Parties agree that any Parking Trust Payments made by Developer to Town shall be non-refundable.
- 5) 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 a attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Developer:

BAY HARBOR ISLANDS PROPERTY OWNER I LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

Attn: Ian Bruce Eichner
E-mail: ibe@continuumllc.net
Together with copy to Matthew Amster, Esq.
E-Mail: mamster@brzoninglaw.com

Notices to Town:

TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace,
Bay Harbor Islands, Florida 33154

Attn: Maria Lasday, Town Manager
E-mail: mlasday@bayharborislands-fl.gov
Together with copy to Joseph Geller, Esq.
E-Mail: Joseph.Geller@gmlaw.com

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.

6) 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.
- b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.
- c) This Agreement 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.
- 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) This Agreement is neither transferrable nor assignable prior to issuance of the Certificate of Occupancy for the Project; however, the Developer may establish a condominium form of ownership for the Project without need to amend this Agreement.
- f) 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.
- g) 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.

[Remainder of Agreement is Intentionally Left Blank. Signature Page Follows]

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

Witnesses:

Print Name of Witness

Print Name of Witness

DEVELOPER:

**BAY HARBOR ISLANDS PROPERTY
OWNER II LLC**, a Delaware Limited
Liability
Company

By: _____

Ian Bruce Eichner, Manager
49 West 23rd Street, 4th Floor
New York, New York 10010

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] on this ____ day of _____, 2022, by _____, as Manager of BAY HARBOR ISLANDS PROPERTY OWNER II LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or _____ produced _____ as identification.

Notary Public, State of Florida

Print Name

Approved as to Legal Form and Correctness:

By: _____

Greenspoon Marder, LLP, Town Attorney

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

TOWN:

TOWN OF BAY HARBOR ISLANDS

By: _____

Print Name: Maria Lasday, Town Manager

Attest:

By: _____

Yvonne Hamilton, Town Clerk

April 27, 2022

Mr. Ian Bruce Eichner
Bay Harbour Islands Property Own I, LLC
c/o The Continuum Company LLC
49 West 23 Street, 4 Floor
New York, NY 10010

RE: La Baia North Traffic Statement - #21258

Dear Mr. Eichner,

The proposed project is located at 9461 E. Bay Harbor Drive in Bay Harbor Islands, Florida (See Attachment A for the site plan). The project is proposing a residential building with 57 units. The project is providing 43 interior parking spaces and four exterior parking spaces for a total of 47 spaces. The project parking will be all valet, therefore by utilizing all the available space in the parking area, the project can accommodate 28 additional spaces. Access to the valet drop-off / pick-up area will be provided along E. Bay Harbor Drive, just south of the valet parking entrance.

Parking Analysis

A parking analysis was conducted for the project to determine if the proposed number of parking spaces (75) is sufficient to satisfy the anticipated peak parking demand. To determine the required number of parking spaces, data from the Institute of Transportation Engineers (ITE), **Parking Generation, 5th Edition** was obtained. Parking requirement from several municipalities in South Florida were also researched to compare them against the requirements from the Town of Bay Harbor Islands.

A parking calculation for the proposed project was performed using the parking rates published by ITE, for the cities of North Miami Beach, North Bay Village, and Sunny Isles Beach. Exhibit 1 shows the results of the parking analysis.

Exhibit 1 Parking Analysis

Land Use	Units	Bay Harbor Islands		ITE		North Bay Village		North Miami Beach		Sunny Isles Beach	
		Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required	Rate	Parking Required
Residential (1 Bdr/Studio)	0 Dwelling Units	2	0	1.47	0	1.5	0	1.5	0	1.5	0
Residential (2 Bdr)	27 Dwelling Units	2	54	1.47	40	1.5	41	1.5	41	1.5	41
Residential (3 or more Bdr)	30 Dwelling Units	2	60	1.47	44	1.5	45	2	60	1.5	45
Residential - Visitors	57 Dwelling Units	0	0	0	0	0.1	6	0	0	0.05	3
Total		114		84		92		101		89	

The results of the parking analysis show that based on parking rates published by ITE, the project will require 84 parking spaces. The analysis also shows that the residential parking requirement from the Town of Bay Harbor Islands is on average 24% higher than those required by similar municipalities in South Florida. It should be noted that the ITE rates are based on actual parking demand by the individual land uses.

Parking rates assume 100% occupancy for all land uses. It is understood that an additional 10% - 20% vacancy rate reduction may apply to residential utilization as a factor of seasonal occupancy and expected turnover. This will reduce the parking requirement for the project to 91 parking spaces based on the Town's rate and 67 parking spaces based on ITE rates.

Parking Reduction Strategies

Ride-sharing - Digital ridesharing services, such as Uber and Lyft, are part of a broader suite of innovations that constitute what is sometimes referred to as the sharing economy. Research shows that 21% of adults personally use ride-sharing services; an additional 9% use ride-sharing with friends, but have not installed the app themselves. Nearly a quarter (24%) of ride-sharing users in

metropolitan areas use ride-sharing on a weekly or daily basis. Parking represents the top reason (37%) that ride-sharing users substitute a ride-sharing service in place of driving themselves.

Ace Parking — one of the largest parking companies in North America has reported that overnight parking at hotels has declined 5% to 10% due to ride-sharing services. At restaurant valet stands, business is down 25% and nightclub valets are seeing a 50% reduction in demand. Although there is not enough data to quantify the effect of ride-sharing services on parking, there is evidence that ride-sharing services have created an alternative for consumers who would otherwise drive and park.

Pedestrian / Bicyclist - The project is located in an area conducive to pedestrian and bicycle activities. The area surrounding the proposed project has a comprehensive sidewalk network, signalized intersections with clearly marked crosswalks, and pedestrian signals. This environment promotes walking and bicycling as a means of transportation and further reduces the need for off-street parking.

Transit - The area surrounding the project is served by transit (Miami Dade Transit Route 107-G). The use of transit is another effective way to reduce the need for off-street parking.

Trip Generation

The proposed project trip generation was calculated based on the rates / equations published by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveway. (Trip generation worksheets are available in Attachment B.)

The US Census Bureau provides data on other means of transportation. Census survey data shows a 6.2% use of other modes of transportation (2.3% public transportation and 3.9% walking) for Census tract 38.01. A 6.2% reduction factor was used in the study to account for other modes of transportation. Trip generation calculations were performed for a typical weekday, as well as, AM

and PM peak hours of the adjacent street (see Attachment B). The proposed project trip generation calculations are summarized in Exhibit 2.

Exhibit 2
Project Trip Generation Summary

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

Valet Queuing Analysis

A queuing analysis was performed to determine if there is sufficient storage to accommodate the anticipated queue at the valet drop-off / pick-up area during the AM peak hour of the adjacent street (worst case scenario) so that the queue does not extend past the project entrance (95% confidence level analysis). The queuing analysis was performed based on the methodology outlined in the *Institute of Transportation Engineers (ITE) Transportation and Land Development*. The potential queue was calculated based on the peak hour traffic published by the Institute of Transportation Engineers (ITE) trip generation rates and/or equations for the proposed land use. The peak of the adjacent street (worst case scenario) was used for the purpose of calculating the expected queue. The proposed AM and PM peak of generator trip generation is summarized in Exhibit 3. Support documentation is provided in Attachment C.

Exhibit 3
Project Peak Hour Trip Generation

Proposed ITE Land Use Designation ¹	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) <i>Land Use Code: 221</i>	57 DU	168	3	17	20	7	3	10
Total Gross Trips		168	3	17	20	7	3	10
Other Modes of Transportation ²		6.2%	0	-1	-1	0	0	0
Net Proposed Trips			3	16	19	7	3	10

¹ Based on ITE Trip Generation Manual, 11th Edition.

² Based on US Census Tract 38.01 and local characteristics.

The queuing analysis used the single-channel waiting line model with Poisson arrivals and exponential service times. The analysis is based on the coefficient of utilization (ρ) which is the ratio of the average arrival rate of vehicles to the average service rate.

$$\rho = \frac{\text{Average Demand Rate}}{\text{Average Service Rate}}$$

The average service rate corresponds to the time it will take a valet attendant to park or retrieve a vehicle. If the coefficient of utilization is greater than 1, then the calculation will yield an infinite queue length.

The required queue storage (M) is determined using the following equation:

$$M = \left\lceil \frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right\rceil - 1$$

In this equation, $P(x > M)$ is set at 5% to yield a 95% confidence that the queue will not back-up onto the adjacent street.

The processing rates were calculated by adding the time it will take a valet attendant to process the vehicles (**processing time**), the time it will take the valet attendant to circulate to the parking space (**driving time**), the time it will take the valet to maneuver into the parking space (**park processing time**), and the time it will take the valet attendant to walk to/from the parking area (**walking time**).

A processing time of 60 seconds per vehicle was used in the analysis. The driving time for the valet attendant was calculated on a speed of 15 mph, and the walking time for the valet attendant was calculated on a jogging speed of 5 ft / sec. Since the distance from the valet drop-off / pick-up area differs for inbound and outbound trips, a weighted average was taken of the inbound / outbound valet processing times. The weighted average was based on the inbound / outbound trip distribution, which is 16% inbound and 84% outbound. The valet processing rate for the standard parking can be seen in Exhibit 4.

Exhibit 4

Standard Parking Processing Rate

Valet Drop-off / Pick-up

Valet Time (Inbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Valet Time (Outbound)

<i>Processing time:</i>	$60 \text{ sec} / 60 \text{ sec} / 1 \text{ min} = 1 \text{ min}$
<i>Driving time:</i>	$360 \text{ ft} * 1 \text{ mile} / 5280 \text{ ft} * 1 \text{ hr} / 15 \text{ miles} * 60 \text{ min} / \text{hr} = 0.27 \text{ min}$
<i>Park Processing Time:</i>	$= 1.05 \text{ min}$
<i>Walking time:</i>	$245 \text{ ft} / 5 \text{ ft} / \text{sec} / 60 \text{ sec} / \text{min} = 0.82 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

Weighted (Standard Parking) Valet Time

<i>16% Inbound:</i>	$0.16 * 3.14 \text{ min} = 0.50 \text{ min}$
<i>84% Outbound:</i>	$0.84 * 3.14 \text{ min} = 2.64 \text{ min}$
Total	<u>$= 3.14 \text{ min}$</u>

An iterative approach was used to determine the minimum number of valet attendants required during the AM peak hour of the adjacent street (worst case scenario) to serve both the entering and exiting vehicles that will ensure that the average queue at the valet station will not extend past the provided valet storage. Exhibit 5 shows the calculations for the inbound / outbound valet (drop-off / pick-up area) during the AM peak hour.

Exhibit 5

Valet Station Queuing Calculations

$$Q = \text{Processing rate} = \frac{60 \text{ min/hr}}{3.14 \text{ min/process}} = 19.11 \text{ process/hr}$$

$$q = \text{Demand Rate} = 19 \frac{\text{veh}}{\text{hr}}$$

$$N = \text{Service Positions} = 3 \text{ Attendants}$$

$$\rho = \text{Utilization factor} = \frac{q}{(NQ)} = \frac{19 \text{ veh/hr}}{3 \times 19.11 \text{ process/hr}} = 0.3314$$

$$Q_m = \text{Table Value} = 0.0923$$

$$M = \text{queue length which is exceeded 5\% of the time } [P(x > M)]$$

$$M = \frac{\ln P(x > M) - \ln(Q_m)}{\ln(\rho)} - 1 = \frac{\ln(0.05) - \ln(0.0923)}{\ln(0.3314)} - 1 = -0.44 \text{ say, no vehicles on queue}$$

The results of the analysis show that a total of 3 valet attendants would be able to handle the demand during the AM peak hour of the adjacent street (worst case scenario) at the valet station with an average of no vehicles on queue. Based on the site plan, the valet station has approximately 110 feet of storage; this distance is enough to accommodate five vehicles in the queue. It should be noted that the queuing analysis considers the worst-case scenario during the peak hours to make sure that the queue does not spill onto the public right-of-way or interferes with site operations. Once operational, the development can assess the actual need for valet attendants at different times of the day.

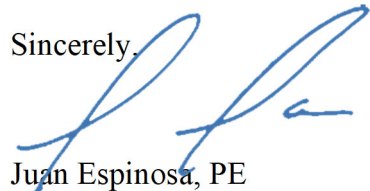
Conclusions

Based on the parking generation analysis, comparison of parking rates from other municipalities, seasonal vacancies, transit availability, and walking/bicycling opportunities it is our professional opinion that the 75 parking spaces provided by the project should satisfy their parking demand.

The results of the valet analysis show that a total of 3 valet attendants would be able to handle the demand at the drop-off / pick-up area during the AM peak of the adjacent street (worst case scenario) with an average of no vehicles on queue. It is also our professional opinion that the operations of the valet station, will not have an adverse impact on the operations of E Bay Harbor Drive.

We stand ready to provide any support needed for this project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Espinosa', is written over the word 'Sincerely,'.

Juan Espinosa, PE
Vice-President – Transportation

w:\21\21258\la baia north\la baia north traffic letter_april 2022.docx

Attachment A

BAY HARBOR ISLANDS, FLORIDA 33154

Sheet No.



Attachment B

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

COMMUTING CHARACTERISTICS BY SEX

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 38.01, Miami-Dade County, Florida			
	Total	Male	Female
Label	Estimate	Estimate	Estimate
✓ Workers 16 years and over	2,726	1,389	1,337
✓ MEANS OF TRANSPORTATION TO WORK			
✓ Car, truck, or van	82.8%	89.7%	75.6%
Drove alone	71.5%	85.6%	56.9%
✓ Carpooled	11.3%	4.1%	18.7%
In 2-person carpool	11.3%	4.1%	18.7%
In 3-person carpool	0.0%	0.0%	0.0%
In 4-or-more person carpool	0.0%	0.0%	0.0%
Workers per car, truck, or van	1.07	1.02	1.14
Public transportation (excluding taxicab)	2.3%	3.4%	1.1%
Walked	3.9%	1.9%	5.9%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or other means	0.5%	0.0%	1.0%
Worked from home	10.6%	5.0%	16.4%
> PLACE OF WORK			
> Workers 16 years and over who did not work from home	2,438	1,320	1,118
> VEHICLE AVAILABLE			

Table Notes

COMMUTING CHARACTERISTICS BY SEX

Survey/Program: American Community Survey
Year: 2019
Estimates: 5-Year
Table ID: S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: [Change to Means of Transportation](#).

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

The 12 selected states are Connecticut, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Wisconsin.

Workers include members of the Armed Forces and civilians who were at work last week.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Attachment C

Scenario - 3

Scenario Name: Proposed North

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic :

Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
221 - Multifamily Housing (Mid-Rise) - Not Close	Dense Multi-Use Urban	Dwelling Units	57	Weekday	Average	84	84	168
Data Source: Trip Generation Manual, 11th Ed					2.93	50%	50%	
221(1) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	3	17	20
Data Source: Trip Generation Manual, 11th Ed					$T = 0.25(X) + 5.35$	15%	85%	
221(2) - Multifamily Housing (Mid-Rise) - Not	Dense Multi-Use Urban	Dwelling Units	57	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed					$T = 0.29(X) - 6.26$	73%	27%	

location, a 5% probability of back-up onto the adjacent street is judged to be acceptable. Demand on the system for design is expected to be 110 vehicles in a 45-minute period. Average service time was expected to be 2.2 minutes. Is the queue storage adequate?

Such problems can be quickly solved using Equation (8-9b) given in Table 8-10 and repeated below for convenience.

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right] - 1$$

where:

M = queue length which is exceeded p percent of the time

N = number of service channels (drive-in positions)

Q = service rate per channel (vehicles per hour)

$\rho = \frac{\text{demand rate}}{\text{service rate}} = \frac{q}{NQ}$ = utilization factor

q = demand rate on the system (vehicles per hour)

Q_M = tabled values of the relationship between queue length, number of channels, and utilization factor (see Table 8.11)

TABLE 8-11
Table of Q_M Values

ρ	$N = 1$	2	3	4	6	8	10
0.0	0.0000	0.0000	0.0000	0.0000			
0.1	.1000	.0182	.0037	.0008	.0000	0.0000	0.0000
.2	.2000	.0666	.0247	.0096	.0015	.0002	.0000
.3	.3000	.1385	.0700	.0370	.0111	.0036	.0011
.4	.4000	.2286	.1411	.0907	.0400	.0185	.0088
.5	.5000	.3333	.2368	.1739	.0991	.0591	.0360
.6	.6000	.4501	.3548	.2870	.1965	.1395	.1013
.7	.7000	.5766	.4923	.4286	.3359	.2706	.2218
.8	.8000	.7111	.6472	.5964	.5178	.4576	.4093
.9	.9000	.8526	.8172	.7878	.7401	.7014	.6687
1.0	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

$$\rho = \frac{q}{NQ} = \frac{\text{arrival rate, total}}{(\text{number of channels})(\text{service rate per channel})}$$

N = number of channels (service positions)

Solution

Step 1: $Q = \frac{60 \text{ min/hr}}{2.2 \text{ min/service}} = 27.3 \text{ services per hour}$

Step 2: $q = (110 \text{ veh/45 min}) \times (60 \text{ min/hr}) = 146.7 \text{ vehicles per hour}$

Step 3: $\rho = \frac{q}{NQ} = \frac{146.7}{(6)(27.3)} = 0.8956$

Step 4: $Q_M = 0.7303$ by interpolation between 0.8 and 0.9 for $N = 6$ from the table of Q_M values (see Table 8-11).

Step 5: The acceptable probability of the queue, M , being longer than the storage, 18 spaces in this example, was stated to be 5%. $P(x > M) = 0.05$, and:

$$M = \left[\frac{\ln 0.05 - \ln 0.7303}{\ln 0.8956} \right] - 1 = \left[\frac{-2.996 - (-0.314)}{-0.110} \right] - 1$$

$$= 24.38 - 1 = 23.38, \text{ say } 23 \text{ vehicles.}$$

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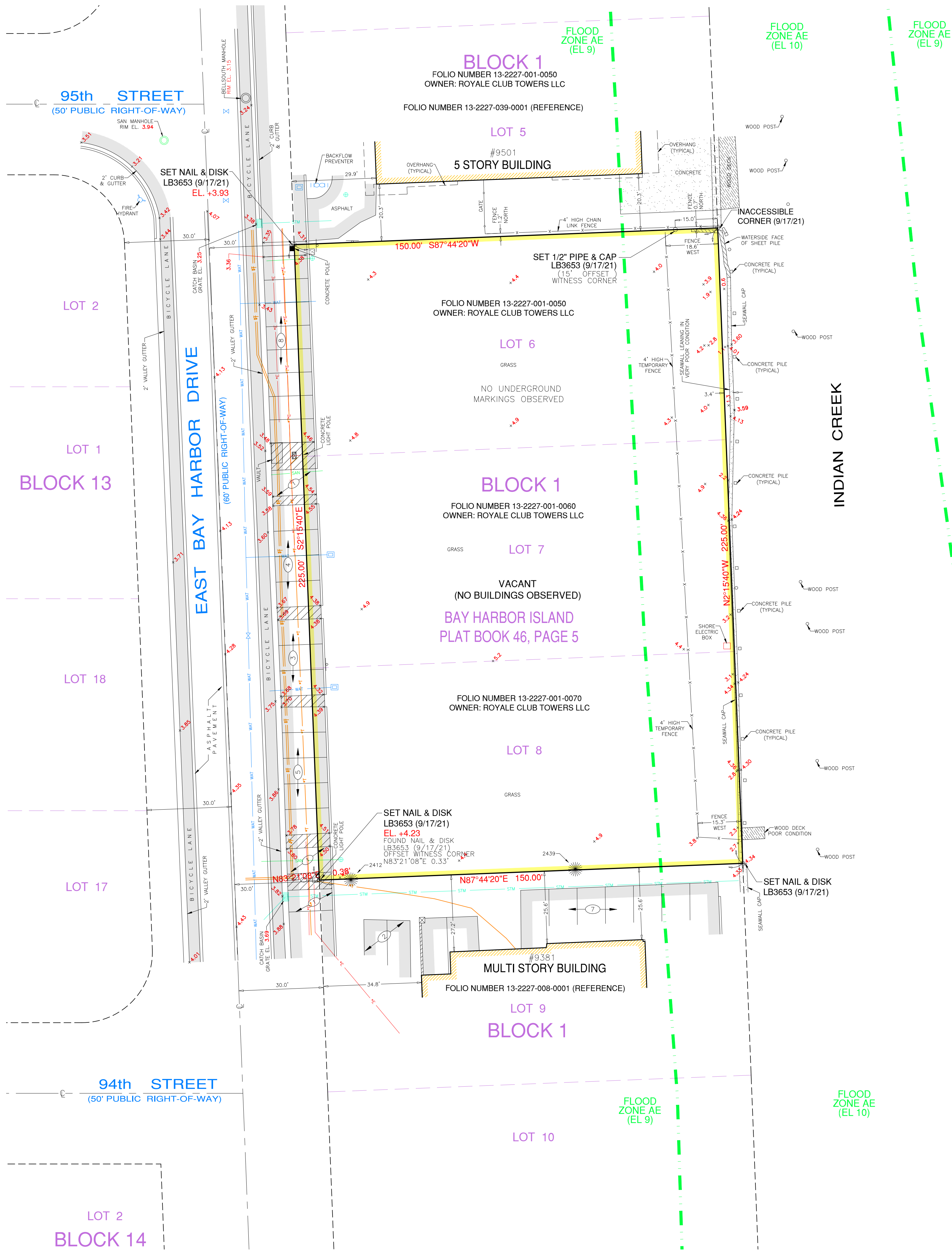
LA BAIA NORTH

DEVELOPED BY
CONTINUUM LLC
9201 EAST BAY HARBOUR DR.
BAY HARBOUR ISLANDS, FL. 33154

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

REVISION TO CURRENTLY APPROVED SITE PLAN
APRIL 28, 2022

9461 EAST BAY HARBOR DR.



LEGAL DESCRIPTION:

FOLIO NUMBER 13-2227-001-0050

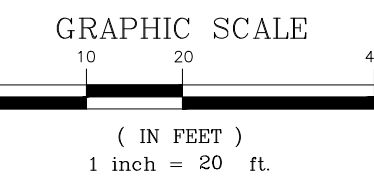
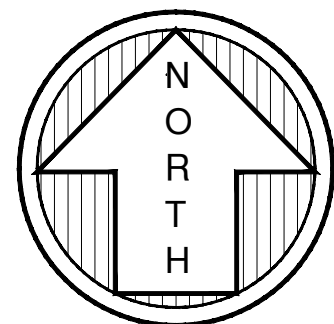
Lot 6, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0060

Lot 7, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0070

Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.



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TREE TABLE

TREE NUMBER	COMMON NAME	D.B.H. (INCHES)	HEIGHT (FEET)	SPREAD (FEET)
2412	CABBAGE PALM	15	30	18
2439	CABBAGE PALM	22	20	12

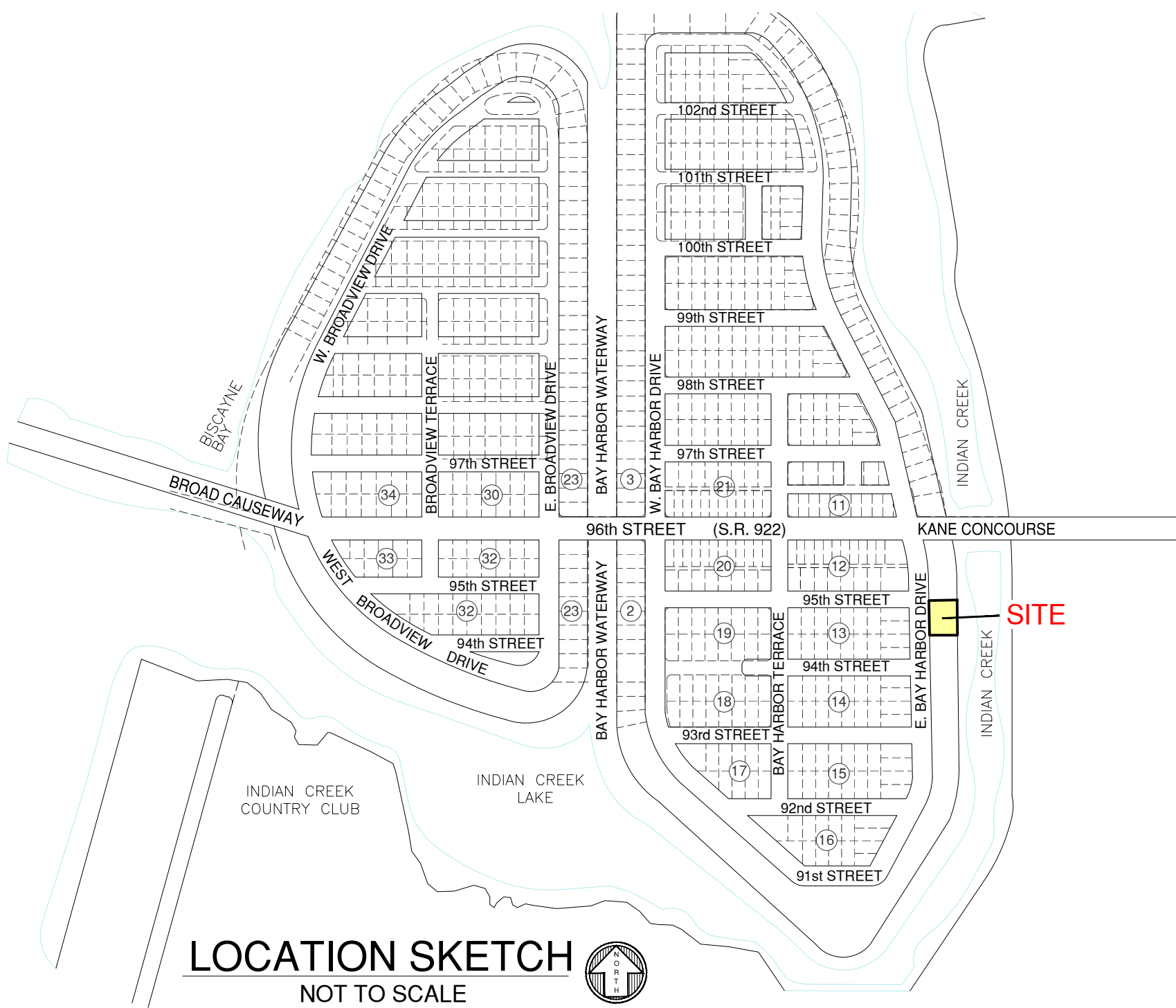
LEGEND

	= CATCH BASIN		= OVERHEAD UTILITY WIRE
	= CATCH BASIN INLET		= CHAIN LINK FENCE
	= MANHOLE		= LIMITED ACCESS RIGHT-OF-WAY LINE
	= LIGHT POLE		= 0.5' CURB
	= WATER METER		= 2.0' CURB & GUTTER
	= WATER VALVE		= WALL
	= UTILITY POLE		= ELEVATION
	= RISER		= INVERT
	= FIRE HYDRANT		= BOTTOM OF STRUCTURE
	= HANDHOLE		= TOP OF BAFFLE
	= SEWER/GAS VALVE		= PLAT BOOK PG. = PAGE
	= CLEANOUT		= CONCRETE
	= WELL		= ASPHALT PAVEMENT
	= DRAIN		= RIGHT-OF-WAY
	= GRADE ELEVATION		= CENTER LINE
	= BOLLARD		= MONUMENT LINE
			= SIGN

UNDERGROUND UTILITY LEGEND

	= ELECTRIC LINES
	= COMMUNICATION LINES
	= SANITARY LINES
	= WATER LINES
	= STORM SEWER LINES

LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S NOTES:

- This site lies in Section 27, Township 52 South, Range 42 East, Town of Bay Harbor Islands, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S02°15'40"E for the East Right of Way line of East Bay Harbor Drive.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Benchmark No. S-243, Elevation +11.77 Located in at 96th Street and Bal Bay Drive.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 9 & 10) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12086C0144L, for Community No. 120637, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 33,750 square feet, or 0.775 acres, more or less.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- Trees shown are surveyed for their horizontal location and/or size. Identification and/or name verification of all trees should be confirmed by the Division of Forestry, a certified Arborist or a professional in that field.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. Except for where accessible at sanitary and/or storm sewer structures, the surveyor has not physically located the underground utilities. This firm recommends that the underground utilities should be field verified prior to any new construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.
- Location of utilities existing on or serving the surveyed property as determined by: observed evidence collected pursuant to Section 5.E.iv. PER ALTA/NSPS.
- There is no visible observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
- There is no visible evidence or knowledge of any location of wetlands, as delineated by the proper authorities.

SURVEYOR'S CERTIFICATION:

This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on August 17, 2021, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. The fieldwork was completed on September 16, 2021.

Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below

FORTIN, LEAVY, SKILES, INC., LB3653

By: Daniel C. Fortin Jr., For The Firm
Surveyor and Mapper, LS6435

Digitally signed by Daniel C Fortin
DN: c=US, o=Unaffiliated,
ou=A01410D0000017402A28F4200042958,
cn=Daniel C Fortin
Date: 2021.10.11 16:11:11 -04'00'

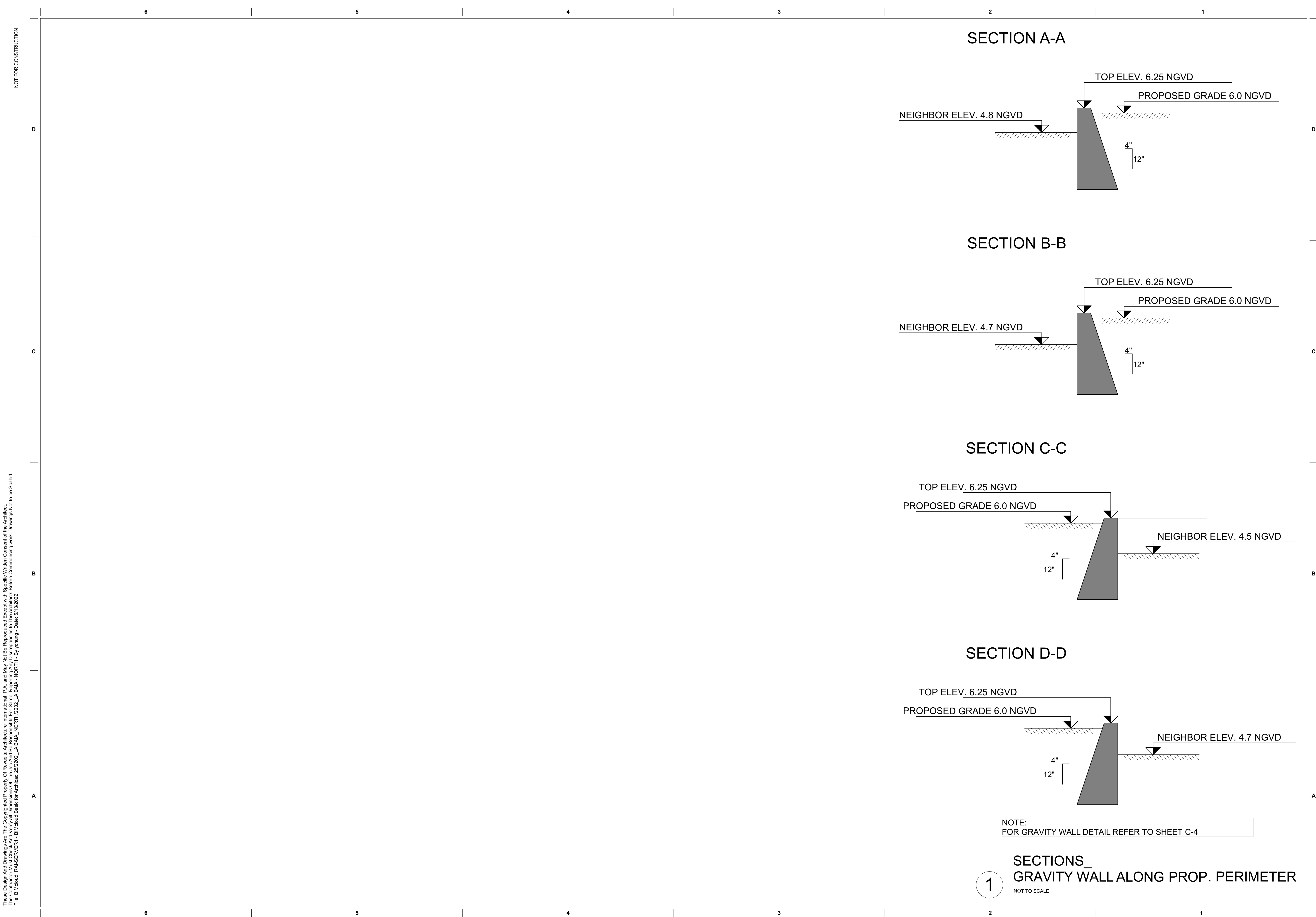
ALTA/NSPS LAND TITLE SURVEY
9431, 9461 & 9481 EAST BAY HARBOR DRIVE
TOWN OF BAY HARBOR ISLANDS, MIAMI-DADE, FLORIDA

Original Date	8/17/21
Scale	1" = 20'
Drawn By	KTF
CAD No.	210611
Plotted	8/23/21 1:27p
Ref. Dwg.	2021-036
Field Book	FLD. SHEET-RLI
Job No.	210611
Dwg. No.	2021-088

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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1 LAND USE PLAN DESIGNATION



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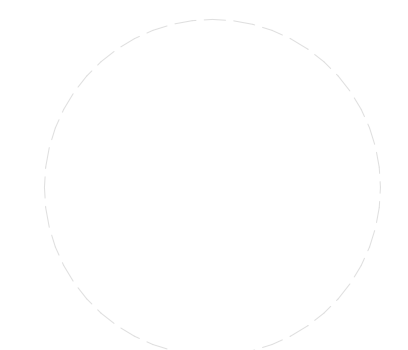
Project

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BAY HARBOR ISLANDS, FLORIDA 33154

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9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
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Consultant



Luis O. Revuelta
AR-0007972

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Date
04.21.22

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Sheet Name

PERIMETER SECTIONS

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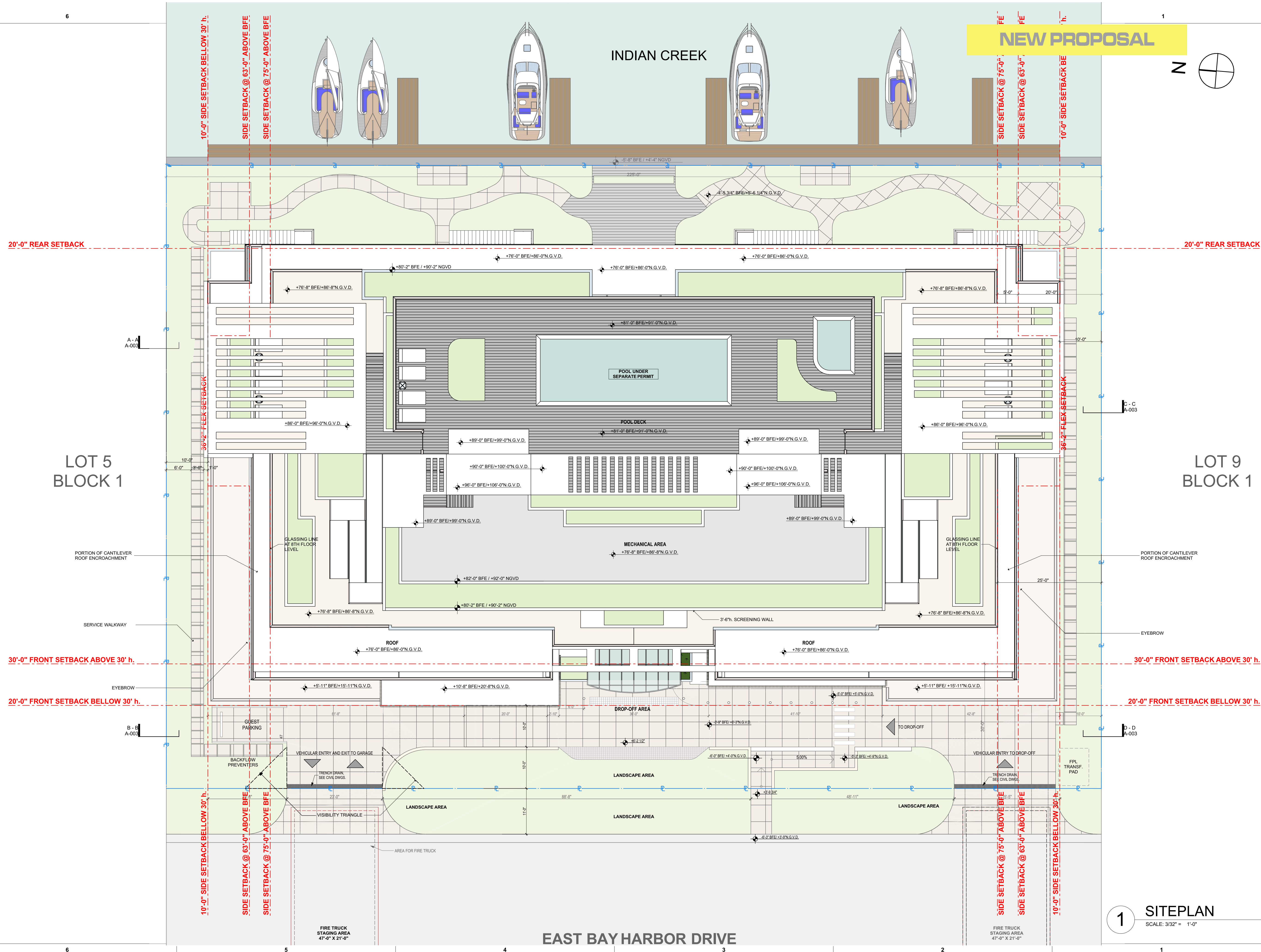
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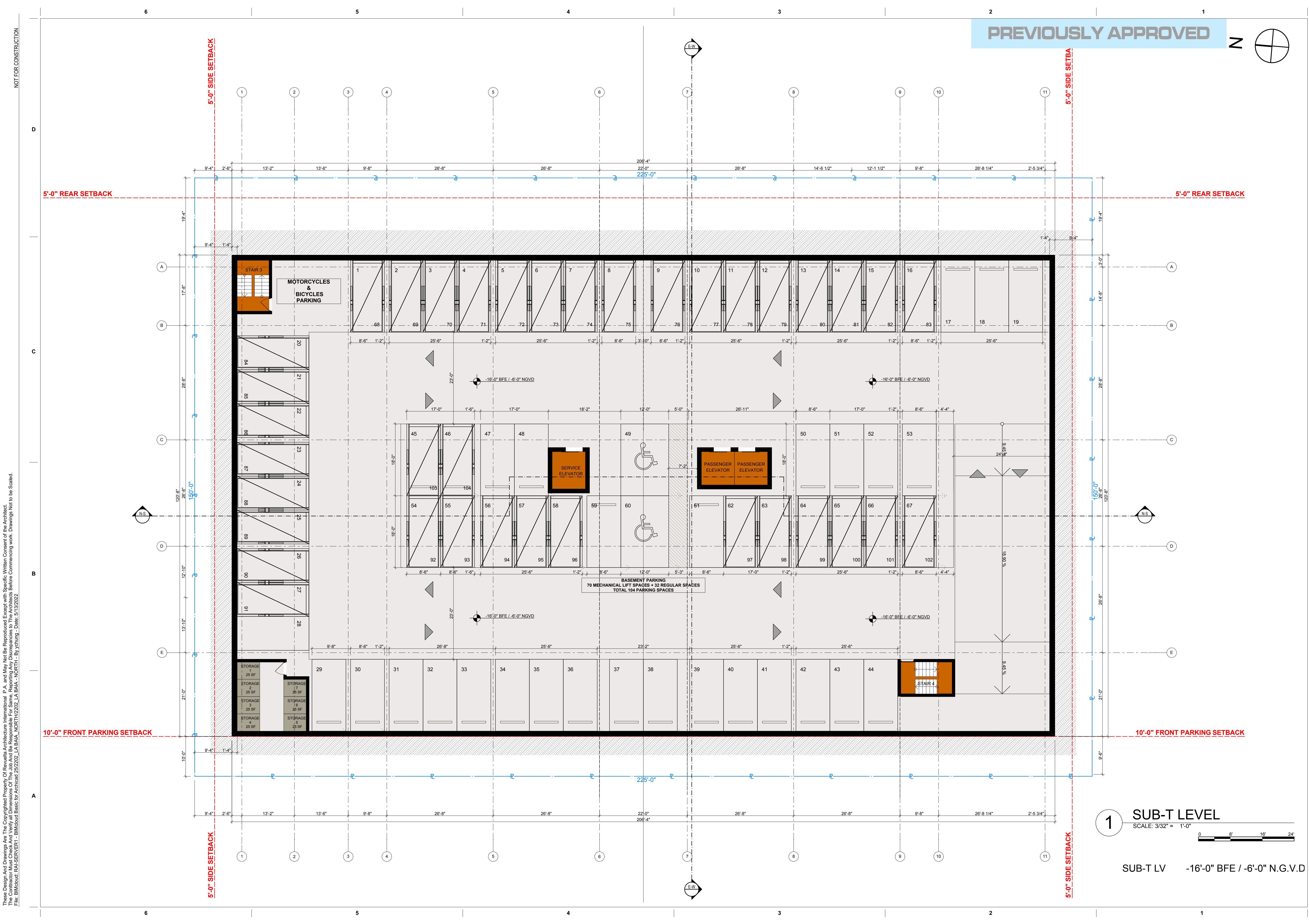
SITE PLAN

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A-101.2



1 SITEPLAN
SCALE: 3/32" = 1'-0"



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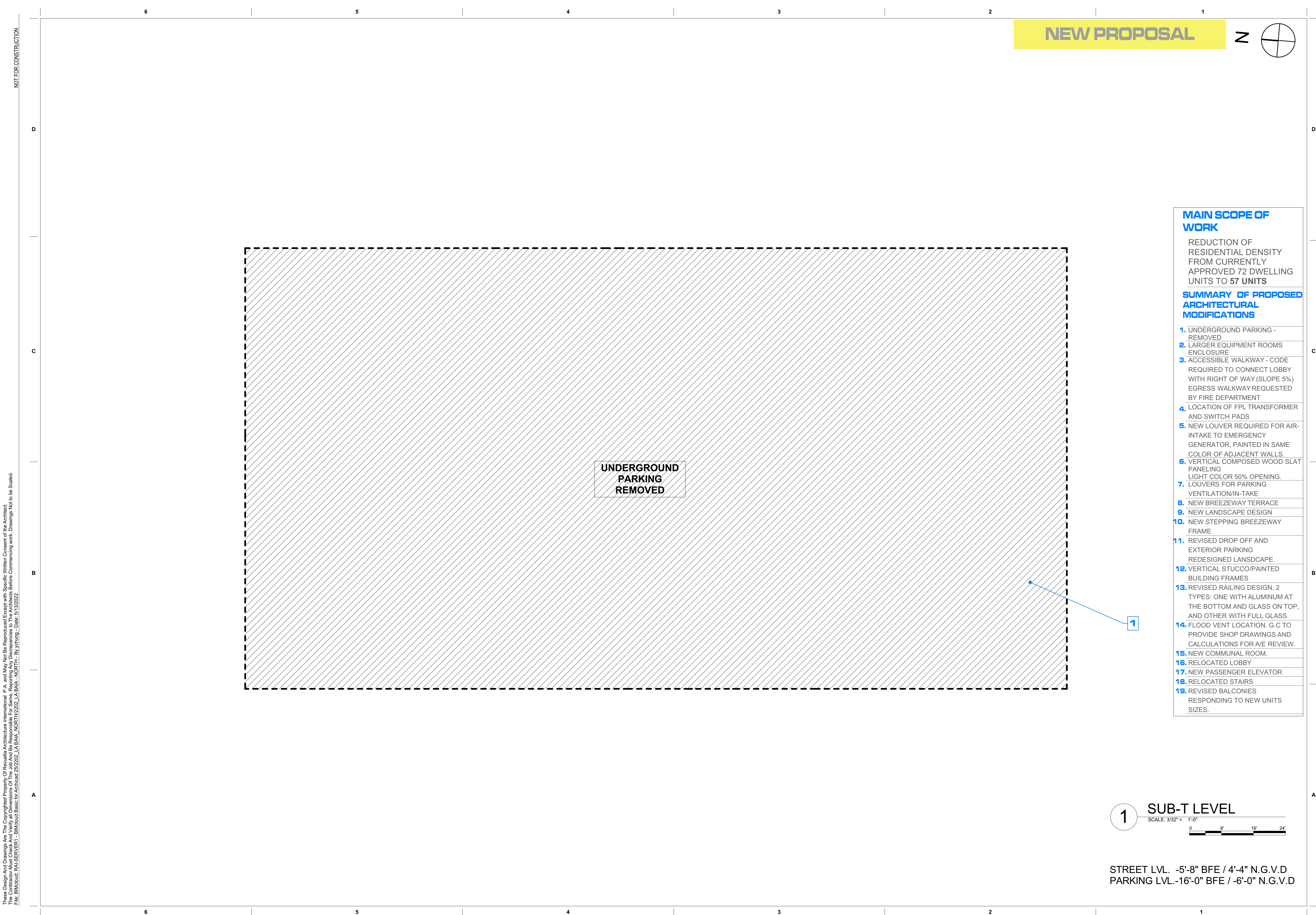
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Sheet Name

SUB-T LEVEL

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SUB-T LEVEL_ NEW
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A-102.2

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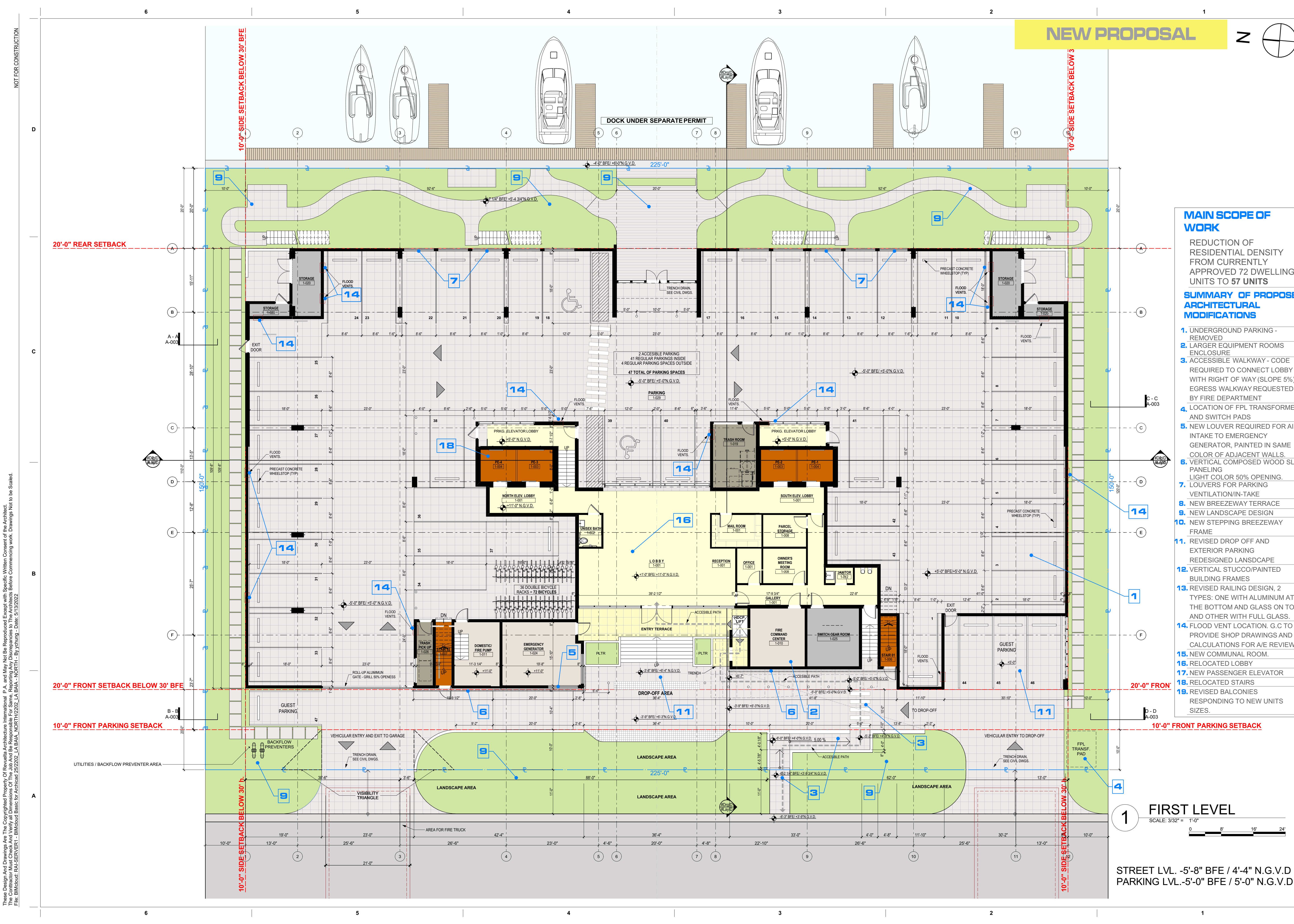
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Sheet No.

A-103.1



- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
1. UNDERGROUND PARKING - REMOVED
 2. LARGER EQUIPMENT ROOMS ENCLOSURE
 3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
 4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
 5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
 6. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
 7. LOUVERS FOR PARKING VENTILATION/IN-TAKE
 8. NEW BREEZEWAY TERRACE
 9. NEW LANDSCAPE DESIGN
 10. NEW STEPPING BREEZEWAY FRAME
 11. REVISED DROP OFF AND EXTERIOR PARKING REDESIGNED LANDSCAPE
 12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
 13. REVISED RAILING DESIGN, 2 TYPES: ONE WITH ALUMINUM AT THE BOTTOM AND GLASS ON TOP, AND OTHER WITH FULL GLASS.
 14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
 15. NEW COMMUNAL ROOM.
 16. RELOCATED LOBBY
 17. NEW PASSENGER ELEVATOR
 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

1 FIRST LEVEL

SCALE: 3/32" = 1'-0"

STREET LVL. -5'-8" BFE / 4'-4" N.G.V.D
PARKING LVL. -5'-0" BFE / 5'-0" N.G.V.D

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Consultant

Luis O. Revuelta
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SITE PLAN REVISION

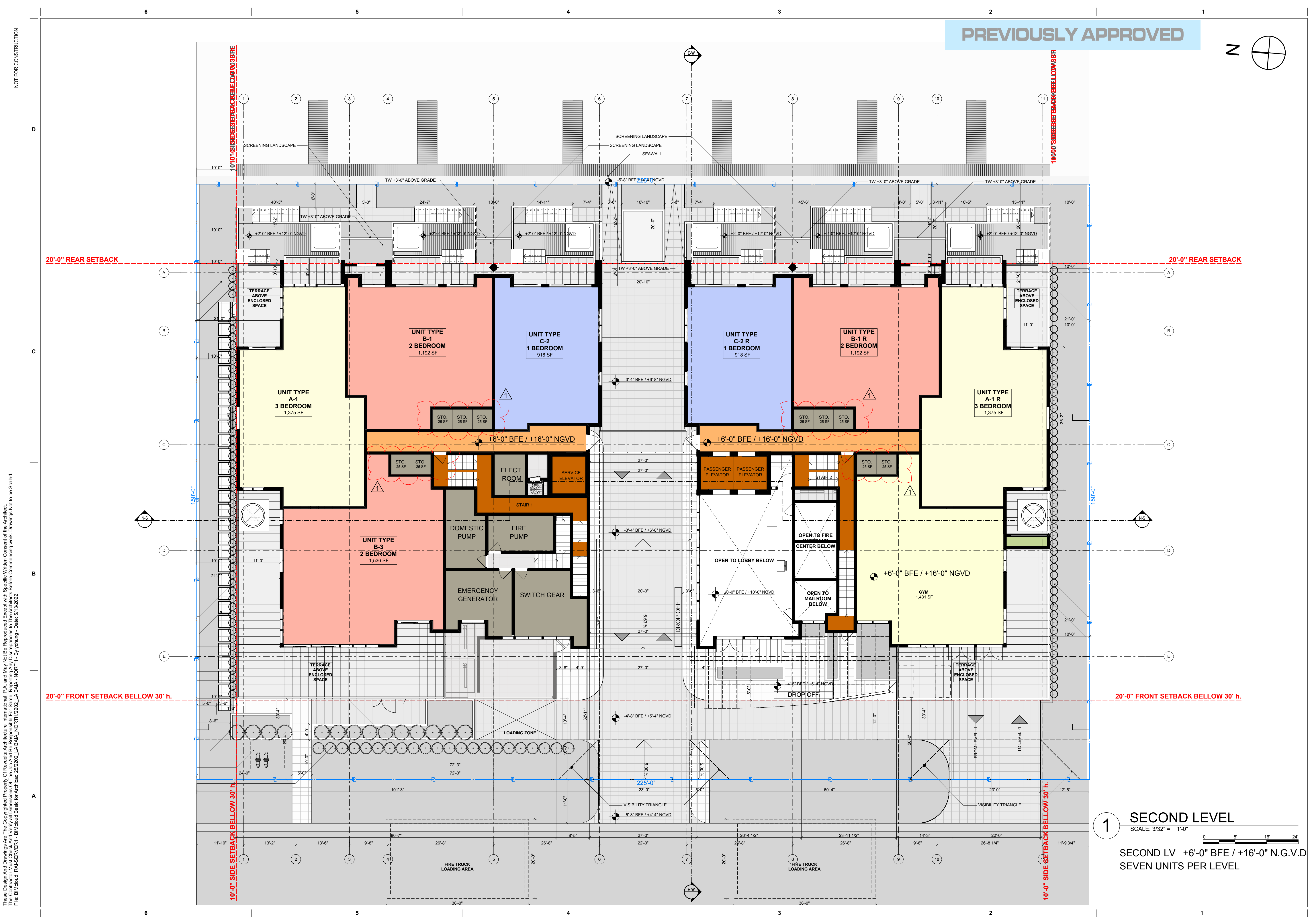
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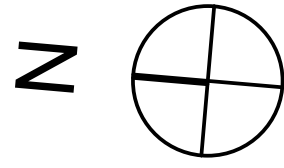
Project No.
2202

Sheet Name
FIRST LEVEL, NEW PROPOSAL

Sheet No.
A-103.2



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SITE PLAN REVISION

Date
04.21.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

SECOND LEVEL

Sheet No.

A-104.1

1

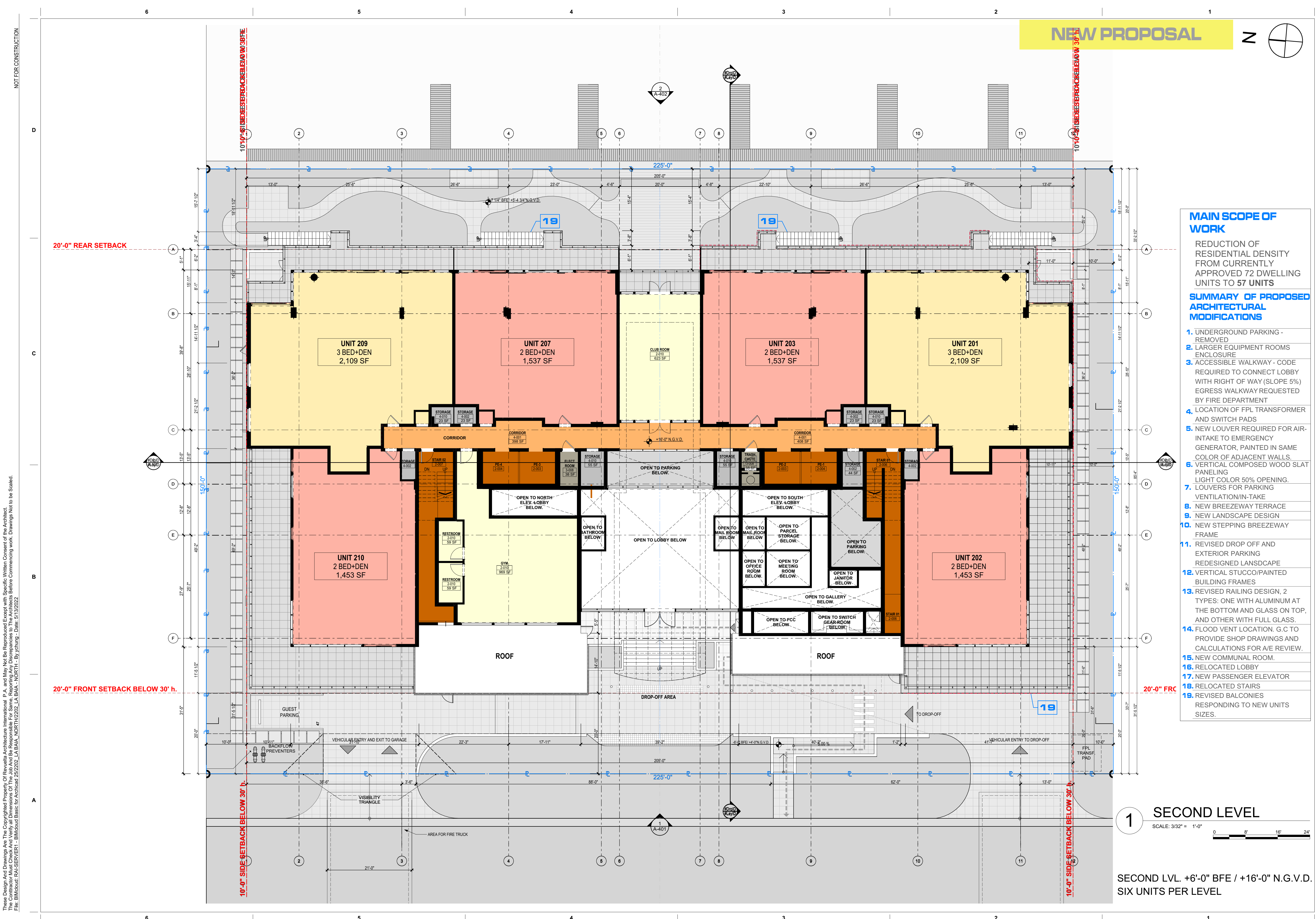
SECOND LEVEL

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

SECOND LV +6'-0" BFE / +16'-0" N.G.V.D.
SEVEN UNITS PER LEVEL

NOT FOR CONSTRUCTION



- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
1. UNDERGROUND PARKING - REMOVED
 2. LARGER EQUIPMENT ROOMS ENCLOSURE
 3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
 4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
 5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS.
 6. VERTICAL COMPOSED WOOD SLAT PANELING
 7. LOUVERS FOR PARKING VENTILATION/IN-TAKE
 8. NEW BREEZEWAY TERRACE
 9. NEW LANDSCAPE DESIGN
 10. NEW STEPPING BREEZEWAY FRAME
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 12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
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 14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
 15. NEW COMMUNAL ROOM.
 16. RELOCATED LOBBY
 17. NEW PASSENGER ELEVATOR
 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

1 SECOND LEVEL

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

SECOND LVL. +6'-0" BFE / +16'-0" N.G.V.D.
SIX UNITS PER LEVEL

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Date
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Project No.
2202

Sheet Name

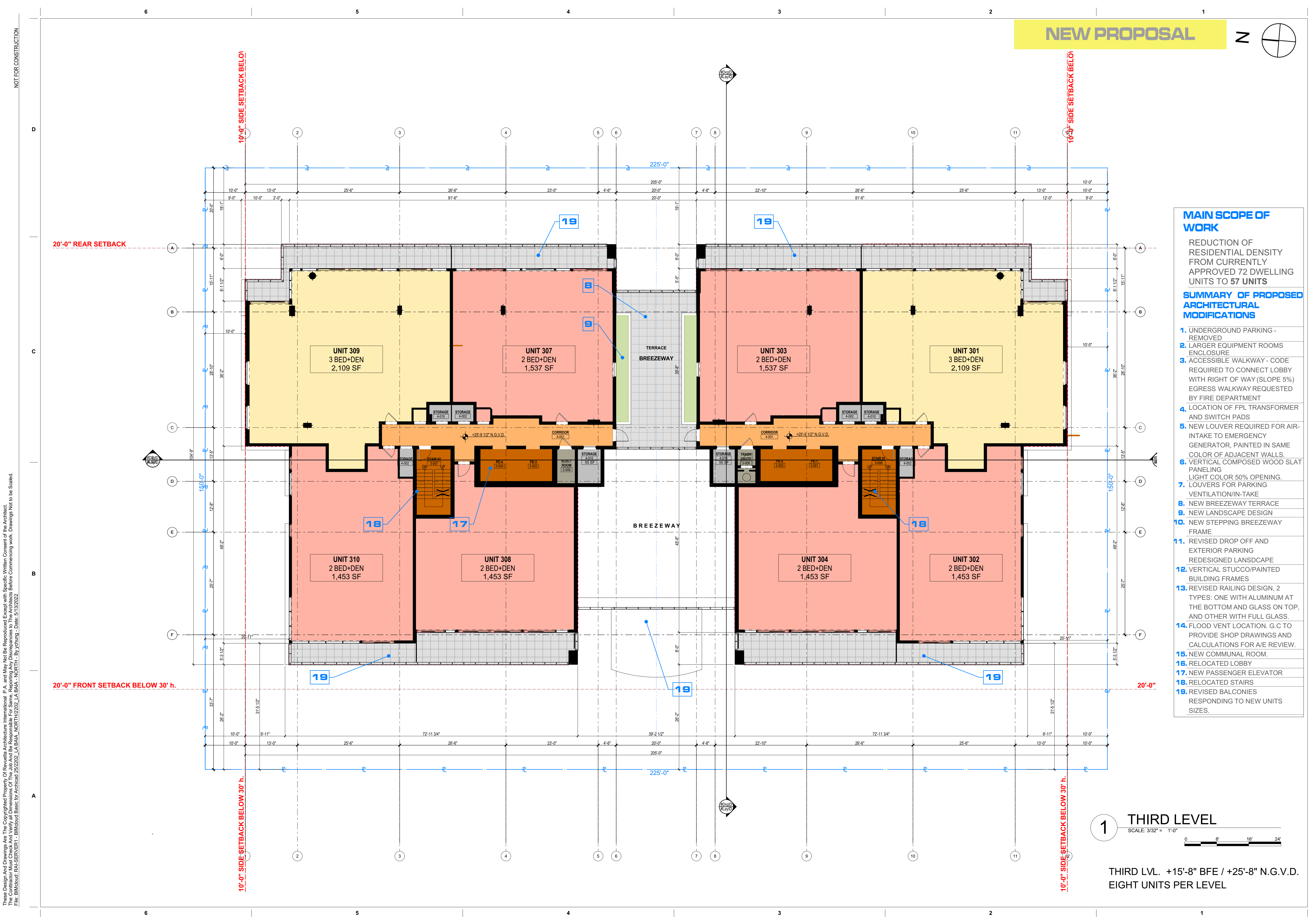
SECOND LEVEL, NEW
PROPOSAL

Sheet No.

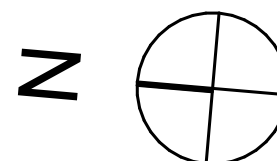
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NEW PROPOSAL



MAIN SCOPE OF WORK

REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

1. UNDERGROUND PARKING - REMOVED
2. LARGER EQUIPMENT ROOMS ENCLOSURE
3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
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1

THIRD LEVEL

SCALE: 3/32" = 1'-0"



THIRD LVL. +15'-8" BFE / +25'-8" N.G.V.D.
EIGHT UNITS PER LEVEL

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Consultant

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SITE PLAN REVISION

Date

04.21.22

Scale

AS SHOWN

Project No.

2202

Sheet Name

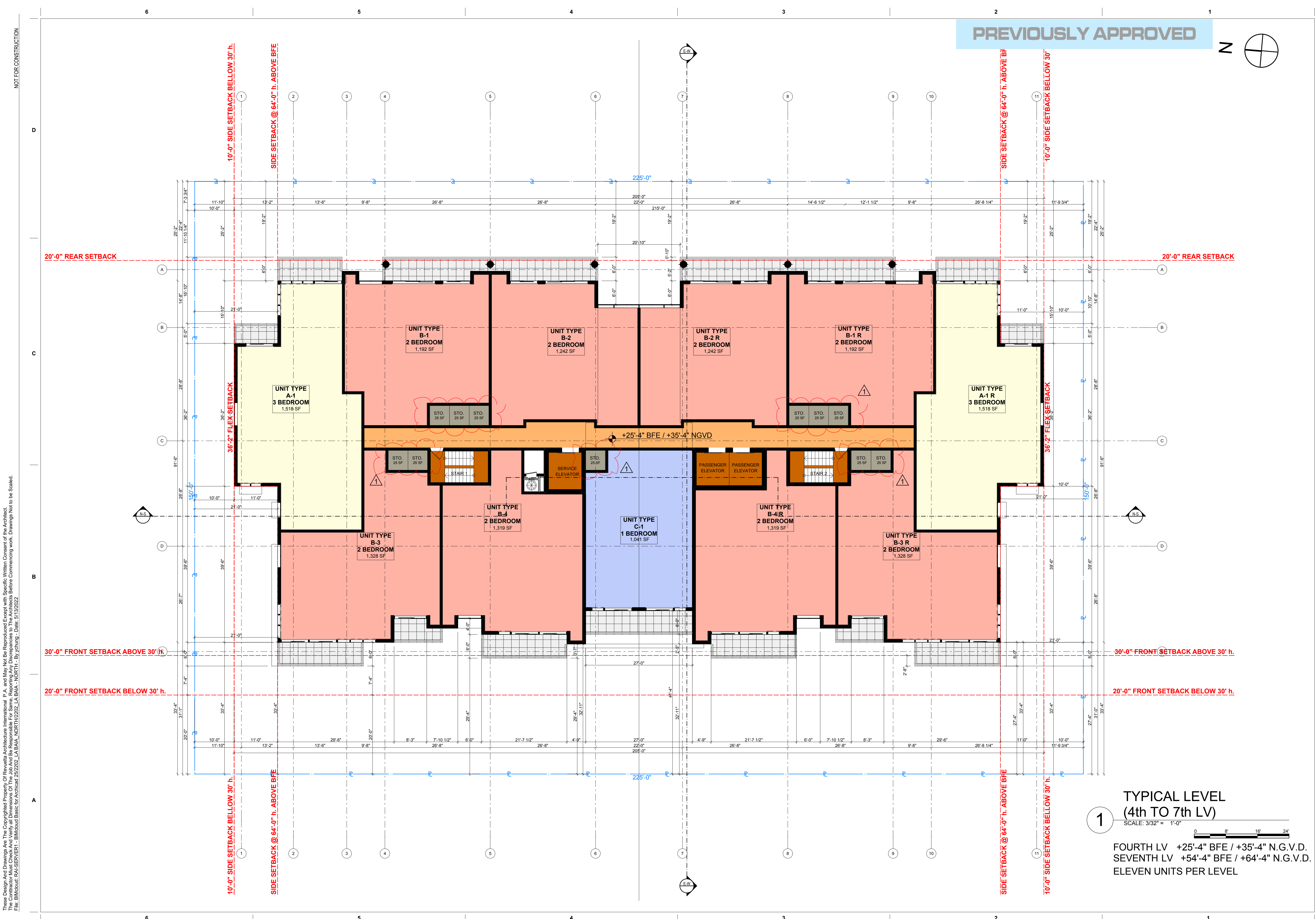
THIRD LEVEL_ NEW
PROPOSAL

Sheet No.

A-105.2

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1 TYPICAL LEVEL
(4th TO 7th LV)
SCALE: 3/32" = 1'-0"
FOURTH LV +25'-4" BFE / +35'-4" N.G.V.D.
SEVENTH LV +54'-4" BFE / +64'-4" N.G.V.D.
ELEVEN UNITS PER LEVEL

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SITE PLAN REVISION

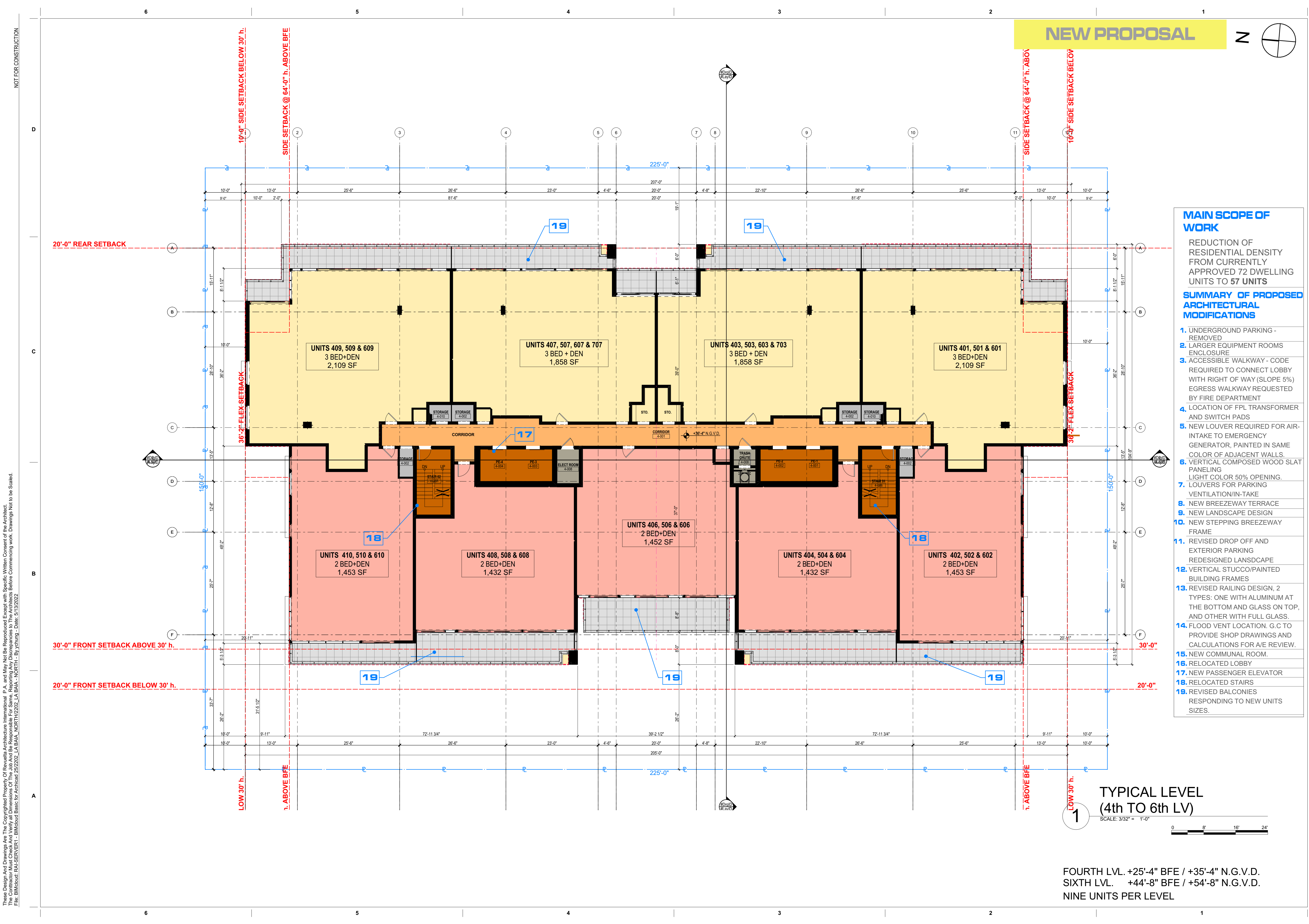
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Project No.
2202

Sheet Name
TYPICAL LEVEL (4th to 7th LV)

Sheet No.
A-106.1



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- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
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 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

TYPICAL LEVEL
(4th TO 6th LV)
SCALE: 3/32" = 1'-0"

FOURTH LVL. +25'-4" BFE / +35'-4" N.G.V.D.
SIXTH LVL. +44'-8" BFE / +54'-8" N.G.V.D.
NINE UNITS PER LEVEL

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SITE PLAN REVISION

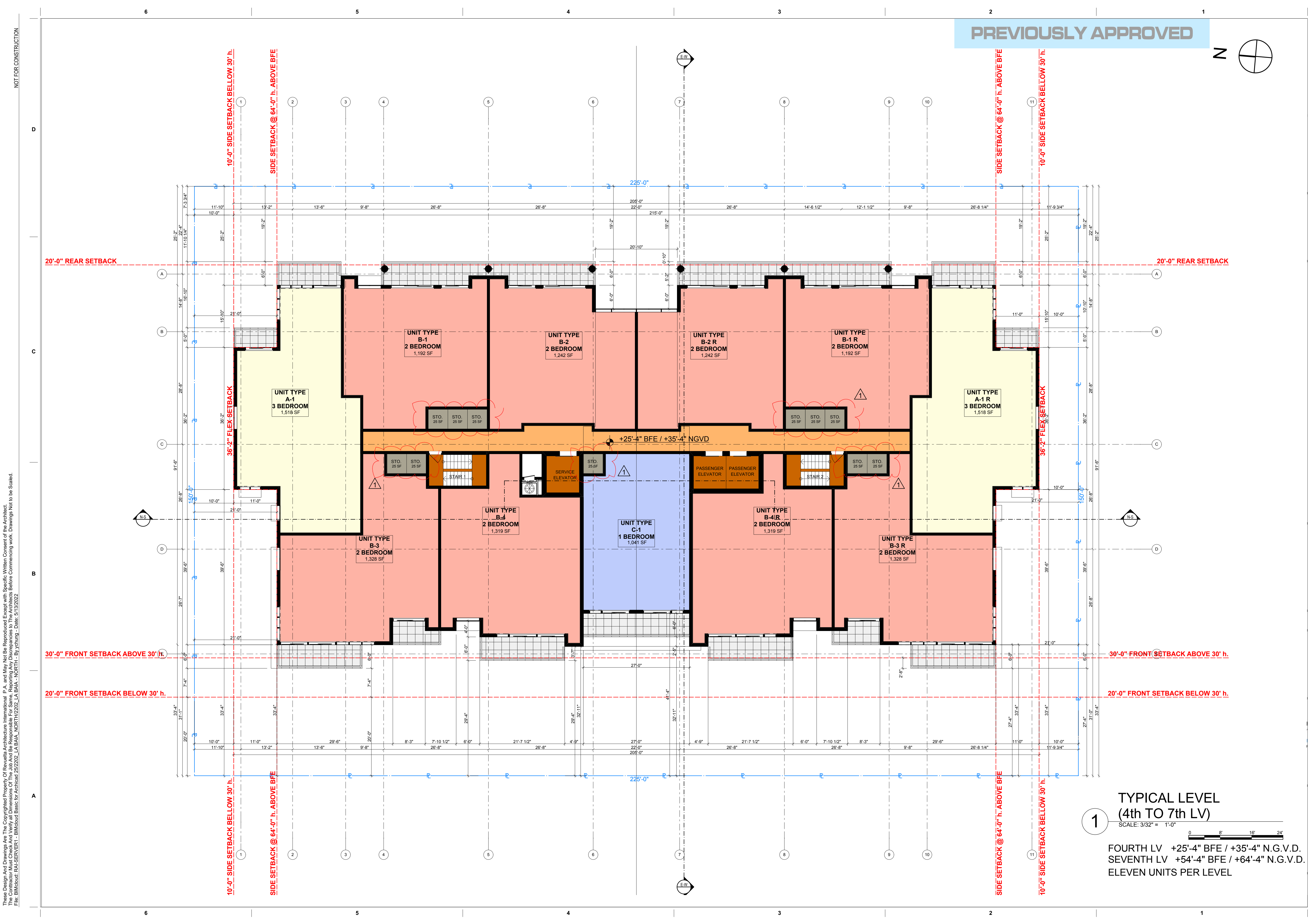
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Project No.
2202

Sheet Name
TYPICAL LEVEL (4th to 6th LV)_NEW PROPOSAL

Sheet No.
A-106.2



1

TYPICAL LEVEL
(4th TO 7th LV)

SCALE: 3/32" = 1'-0"

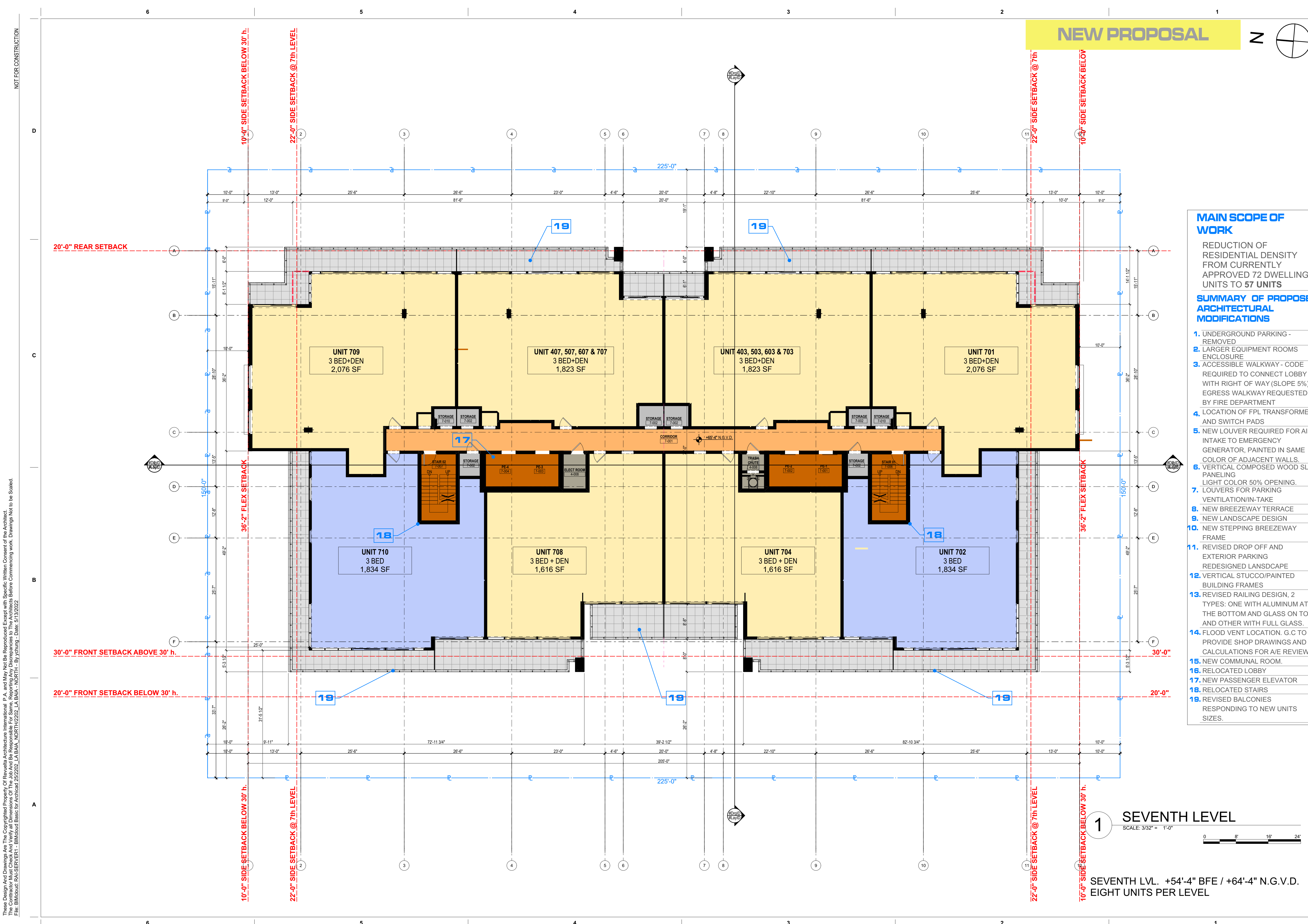
FOURTH LV +25'-4" BFE / +35'-4" N.G.V.D.
SEVENTH LV +54'-4" BFE / +64'-4" N.G.V.D.
ELEVEN UNITS PER LEVEL

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1 SEVENTH LEVEL
SCALE: 3/32" = 1'-0"

SEVENTH LVL. +54'-4" BFE / +64'-4" N.G.V.D.
EIGHT UNITS PER LEVEL

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Date
04.21.22

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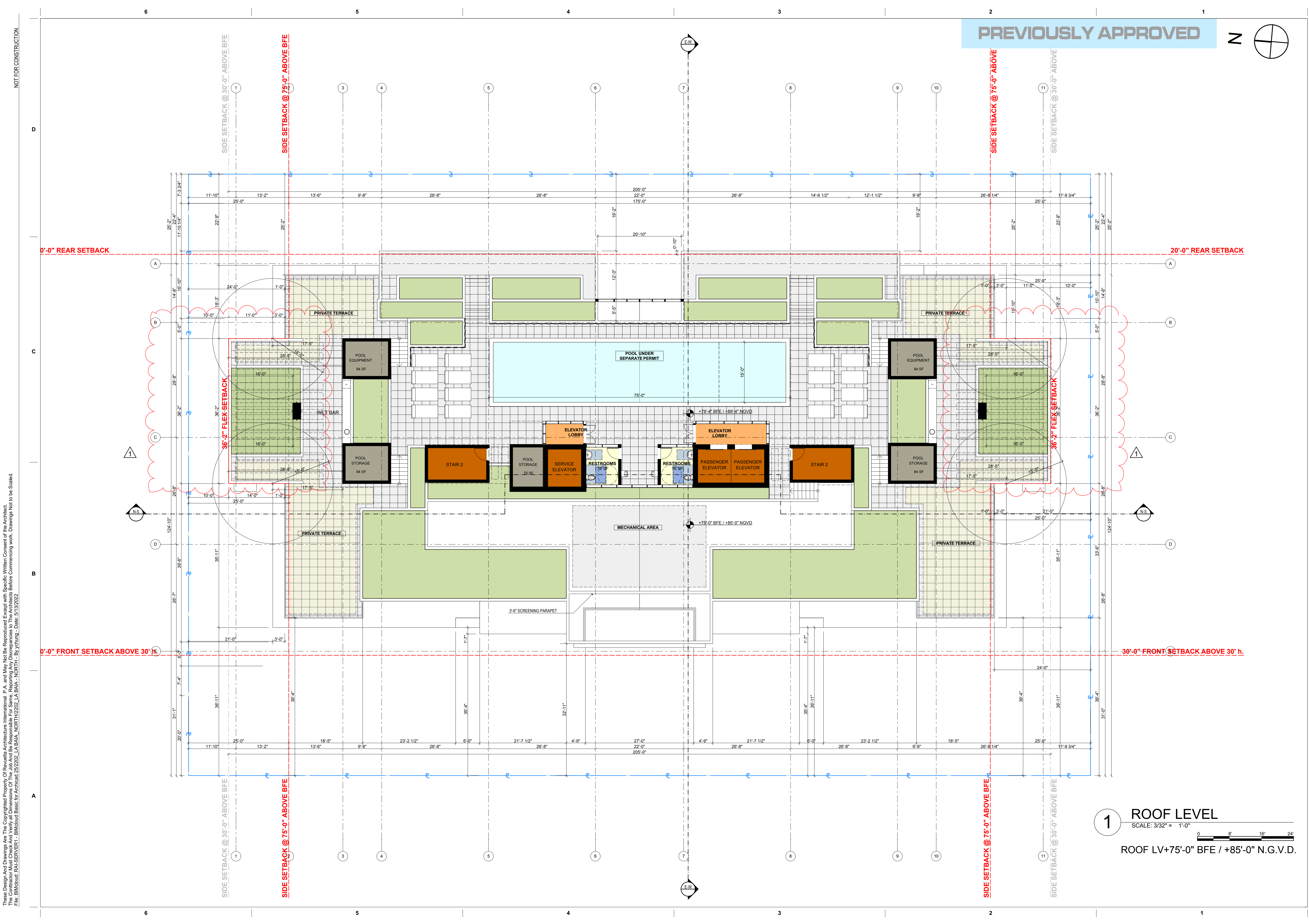
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2202

Sheet Name
SEVENTH LEVEL, NEW PROPOSAL

Sheet No.
A-107.2

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EIGHTH LVL. +64'-0" BFE / +74'-0" N.G.V.D.
EIGHT UNITS PER LEVEL



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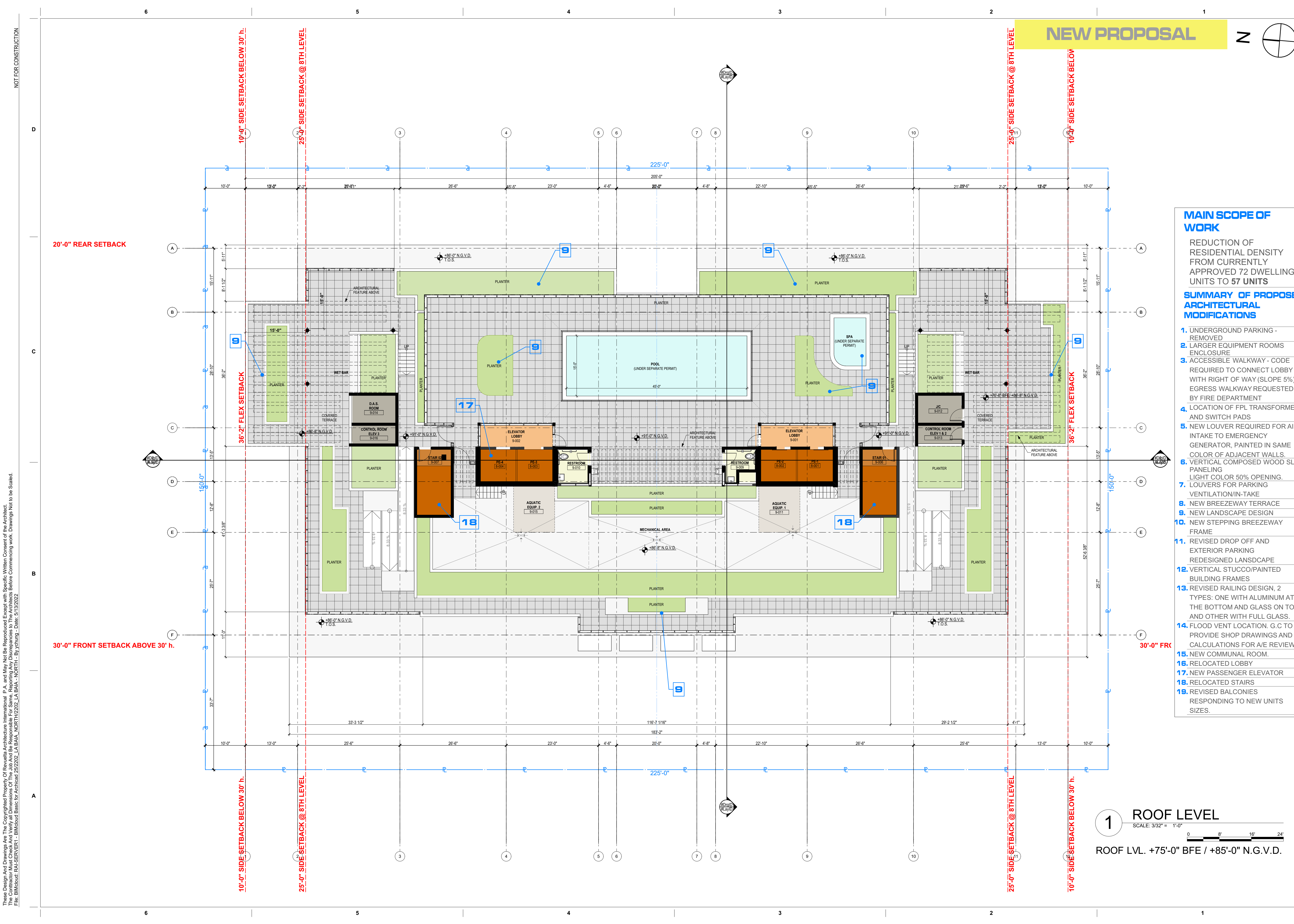
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Project No.
2202

Sheet Name
ROOF LEVEL

Sheet No.
A-109.1



- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
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 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.

1 ROOF LEVEL
SCALE: 3/32" = 1'-0"
ROOF LVL. +75'-0" BFE / +85'-0" N.G.V.D.

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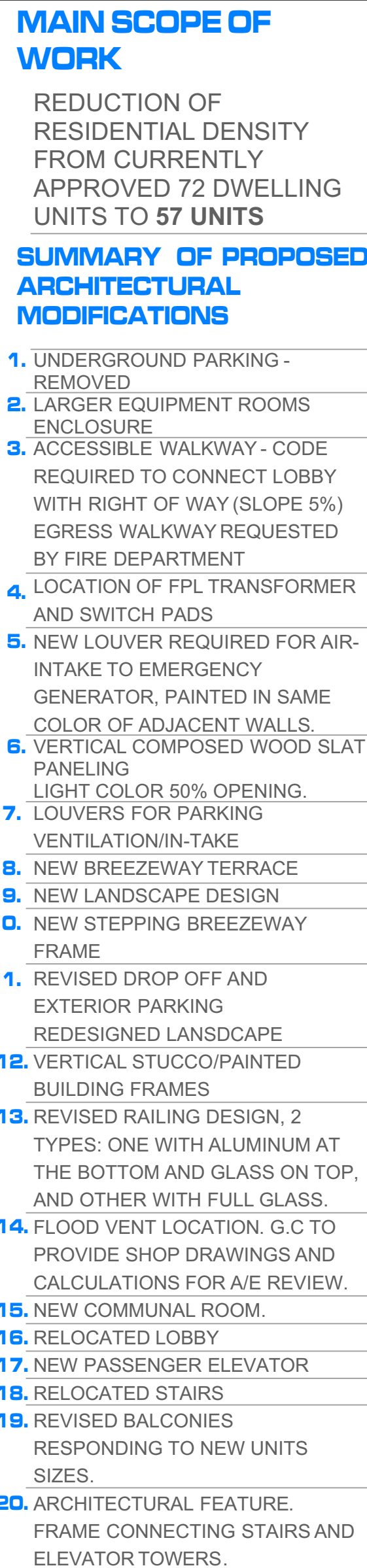
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AR-0007972

SITE PLAN REVISION

Date	04.21.22
Scale	AS SHOWN
Project No.	2202
Sheet Name	ROOF LEVEL_ NEW PROPOSAL
Sheet No.	A-109.2



WEST ELEVATION

SCALE: 1/16" = 1'-0"

NEW PROPOSAL

WEST ELEVATION

SCALE: 1/16" = 1'-0"

REDUCTION OF
RESIDENTIAL DENSITY
FROM CURRENTLY
APPROVED 72 DWELLING
UNITS TO **57 UNITS**

1. UNDERGROUND PARKING - REMOVED
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6. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
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18. RELOCATED STAIRS
19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.
20. ARCHITECTURAL FEATURE. FRAME CONNECTING STAIRS AND ELEVATOR TOWERS.



EAST ELEVATION

2 EAST ELEVATION

SCALE: 1/16" = 1'-0"

EAST ELEVATION

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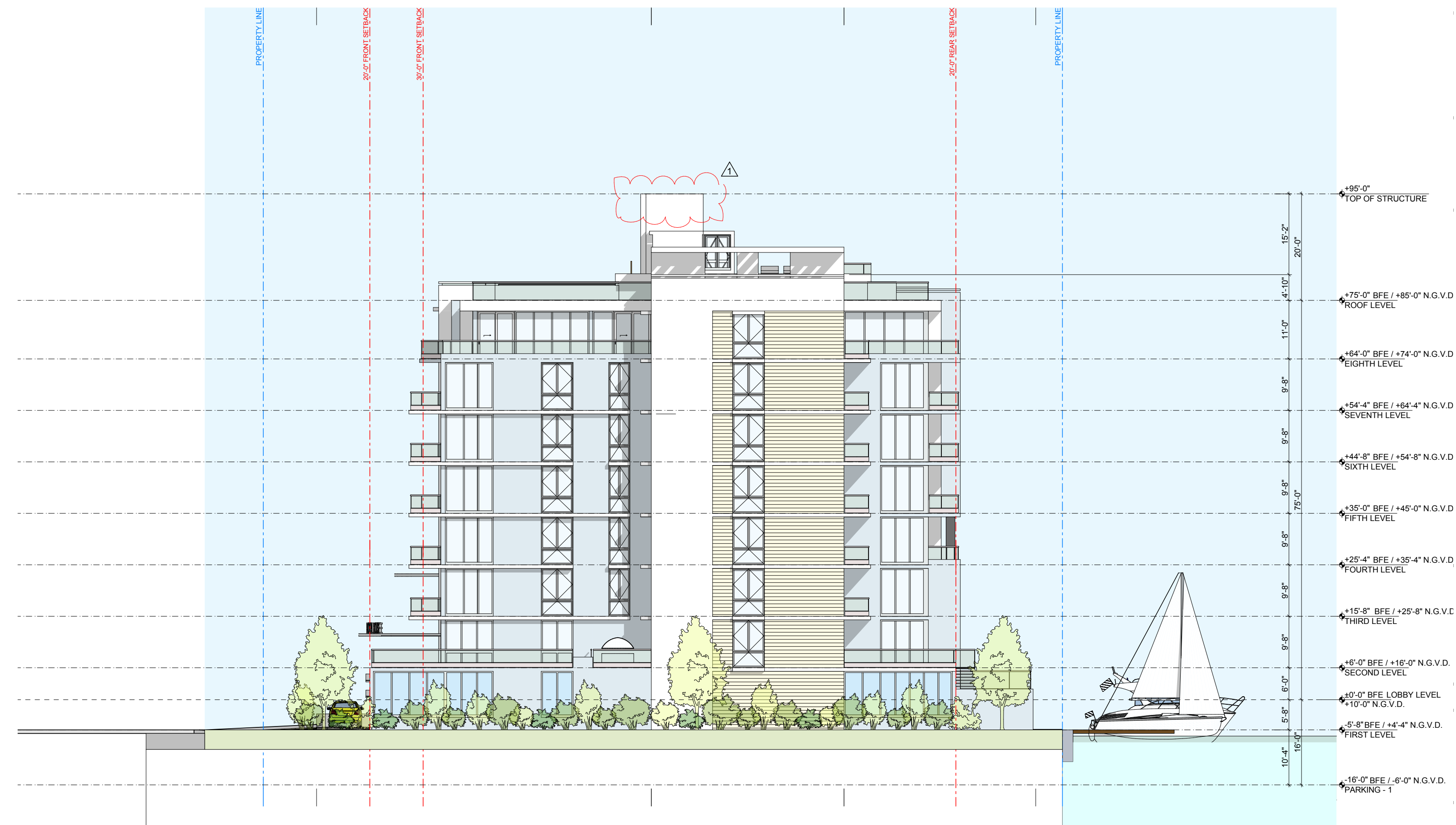
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MAIN SCOPE OF WORK

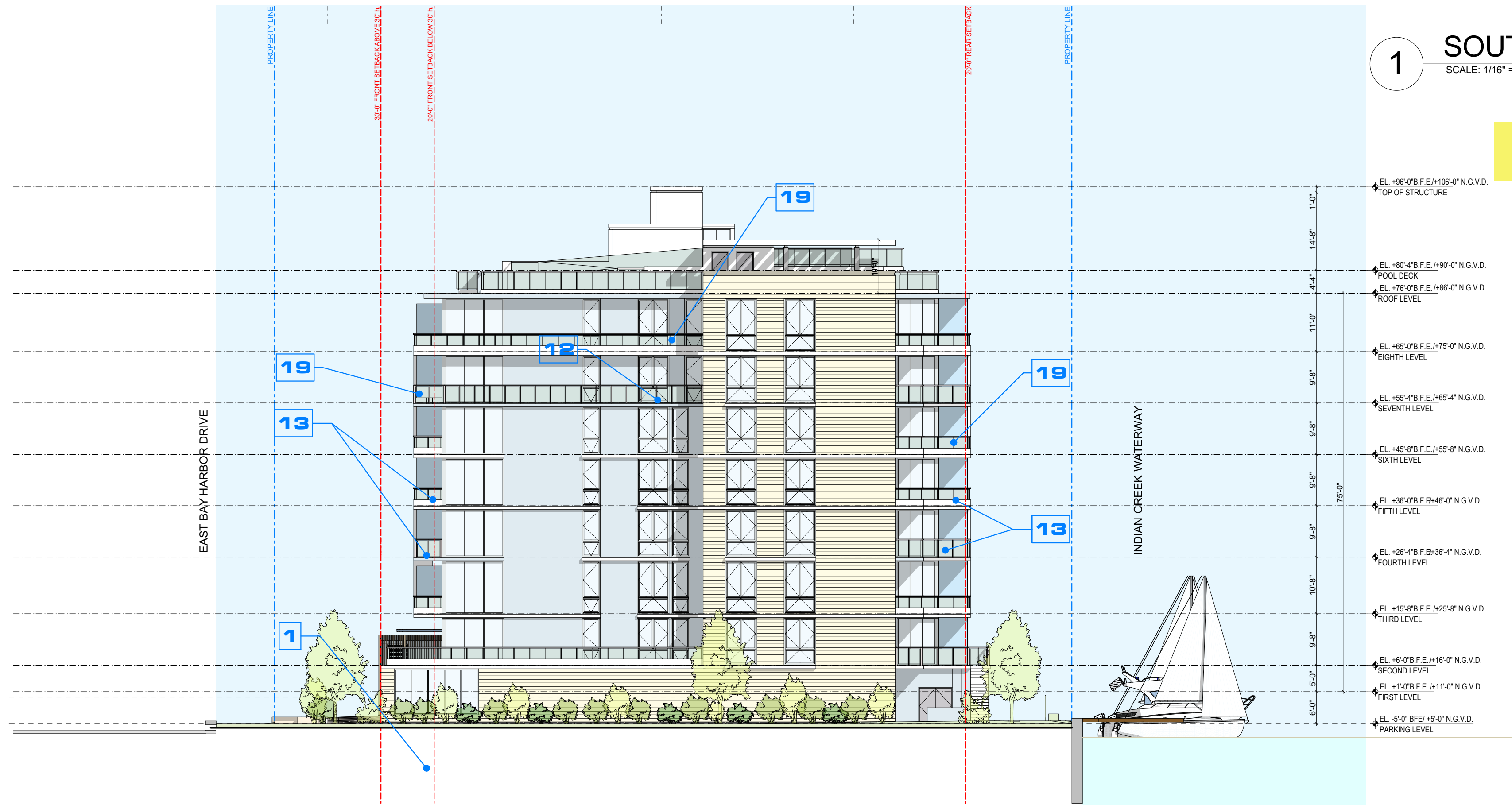
REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS

SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS

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PREVIOUSLY APPROVED



1 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

NEW PROPOSAL

2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

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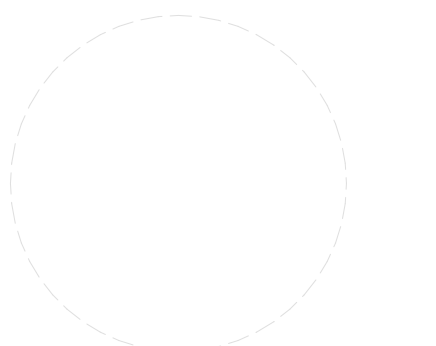
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LA BAJA NORTH
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SITE PLAN REVISION

Date
04.21.22

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Project No.
2202

Sheet Name

SOUTH ELEVATION

Sheet No.

A-403

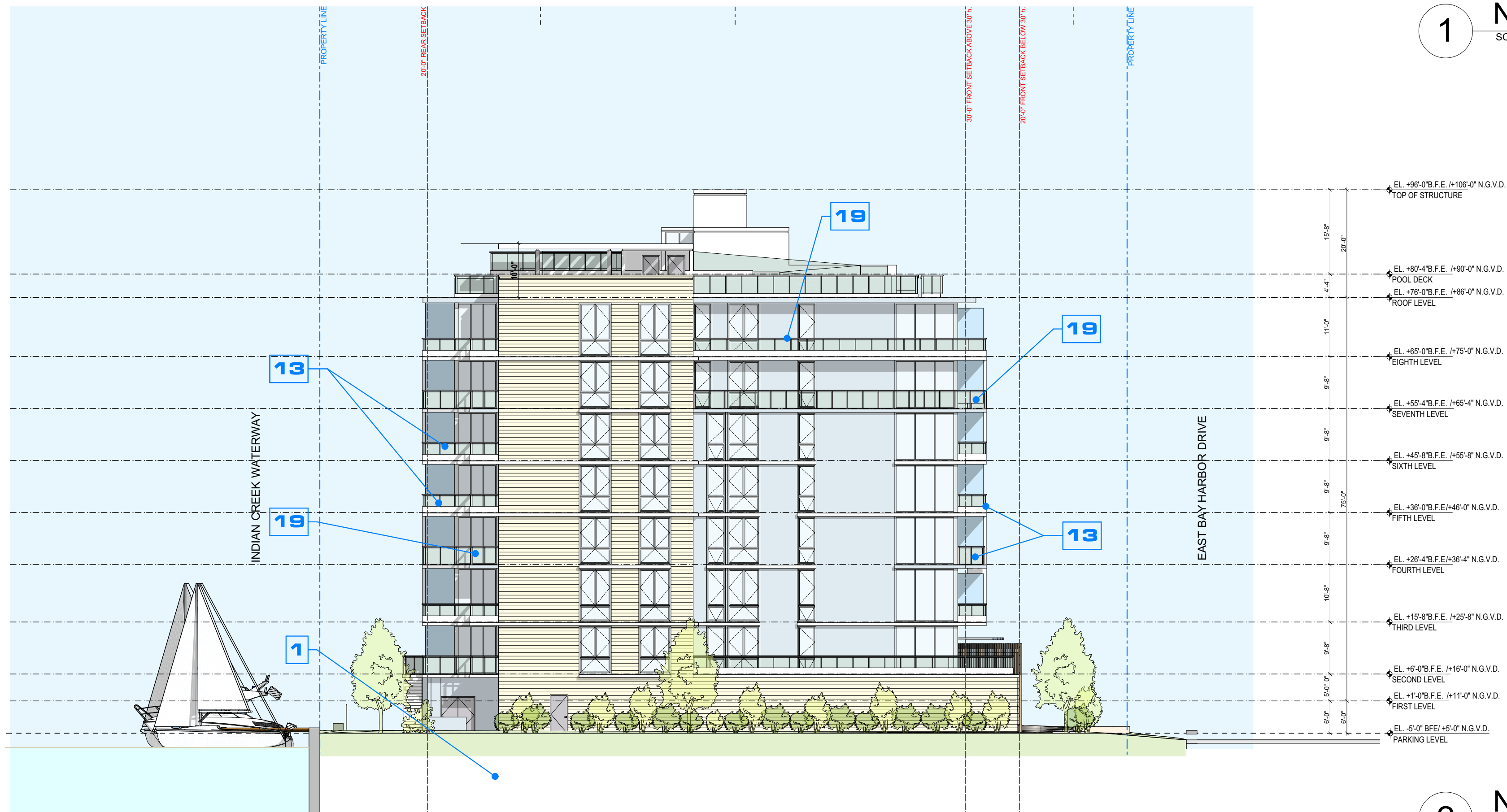
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- MAIN SCOPE OF WORK**
- REDUCTION OF RESIDENTIAL DENSITY FROM CURRENTLY APPROVED 72 DWELLING UNITS TO 57 UNITS
- SUMMARY OF PROPOSED ARCHITECTURAL MODIFICATIONS**
1. UNDERGROUND PARKING - REMOVED
 2. LARGER EQUIPMENT ROOMS ENCLOSURE
 3. ACCESSIBLE WALKWAY - CODE REQUIRED TO CONNECT LOBBY WITH RIGHT OF WAY (SLOPE 5%) EGRESS WALKWAY REQUESTED BY FIRE DEPARTMENT
 4. LOCATION OF FPL TRANSFORMER AND SWITCH PADS
 5. NEW LOUVER REQUIRED FOR AIR-INTAKE TO EMERGENCY GENERATOR, PAINTED IN SAME COLOR OF ADJACENT WALLS
 6. VERTICAL COMPOSED WOOD SLAT PANELING LIGHT COLOR 50% OPENING.
 7. LOUVERS FOR PARKING VENTILATION/IN-TAKE
 8. NEW BREEZEWAY TERRACE
 9. NEW LANDSCAPE DESIGN
 10. NEW STEPPING BREEZEWAY FRAME
 11. REVISED DROP OFF AND EXTERIOR PARKING REDESIGNED LANDSCAPE
 12. VERTICAL STUCCO/PAINTED BUILDING FRAMES
 13. REVISED RAILING DESIGN, 2 TYPES: ONE WITH ALUMINUM AT THE BOTTOM AND GLASS ON TOP, AND OTHER WITH FULL GLASS.
 14. FLOOD VENT LOCATION. G.C TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR A/E REVIEW.
 15. NEW COMMUNAL ROOM.
 16. RELOCATED LOBBY
 17. NEW PASSENGER ELEVATOR
 18. RELOCATED STAIRS
 19. REVISED BALCONIES RESPONDING TO NEW UNITS SIZES.



1 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

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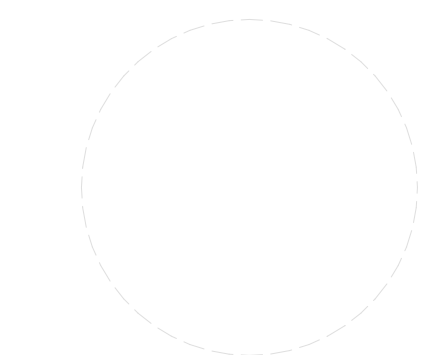
Project

LA BAJA NORTH
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Revisions

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Consultant



Luis O. Revuelta
AR-0007972

SITE PLAN REVISION

Date
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NORTH ELEVATION

Sheet No.

A-404



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3D VIEW - STREET FRONT

Sheet No.
A-405

1 3D VIEW - STREET FRONT

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1 3D VIEW - WATER FRONT

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Sheet Name

3D VIEW - WATER FRONT

Sheet No.

A-406

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Project No.
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Sheet Name

S SECTION

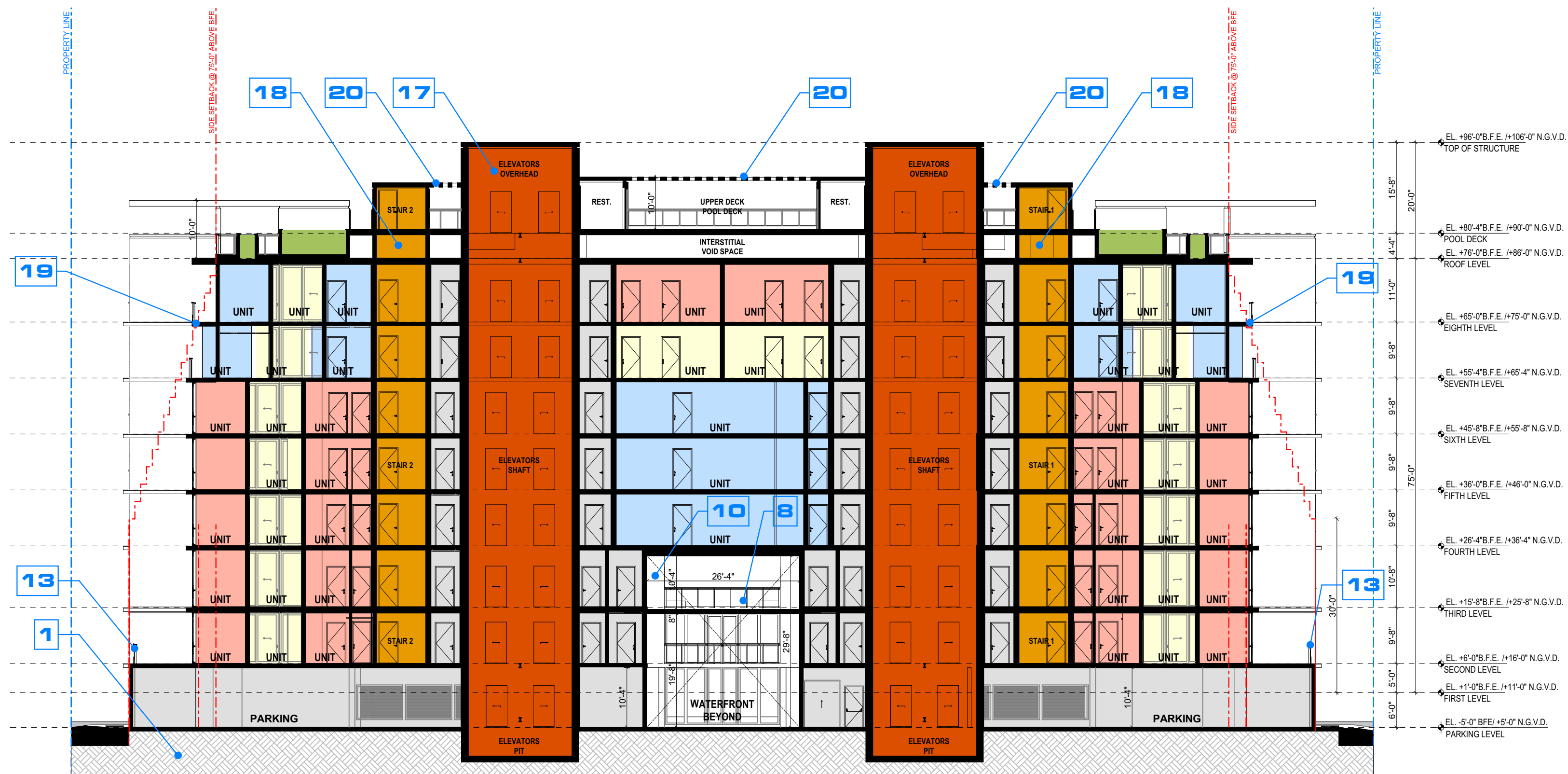
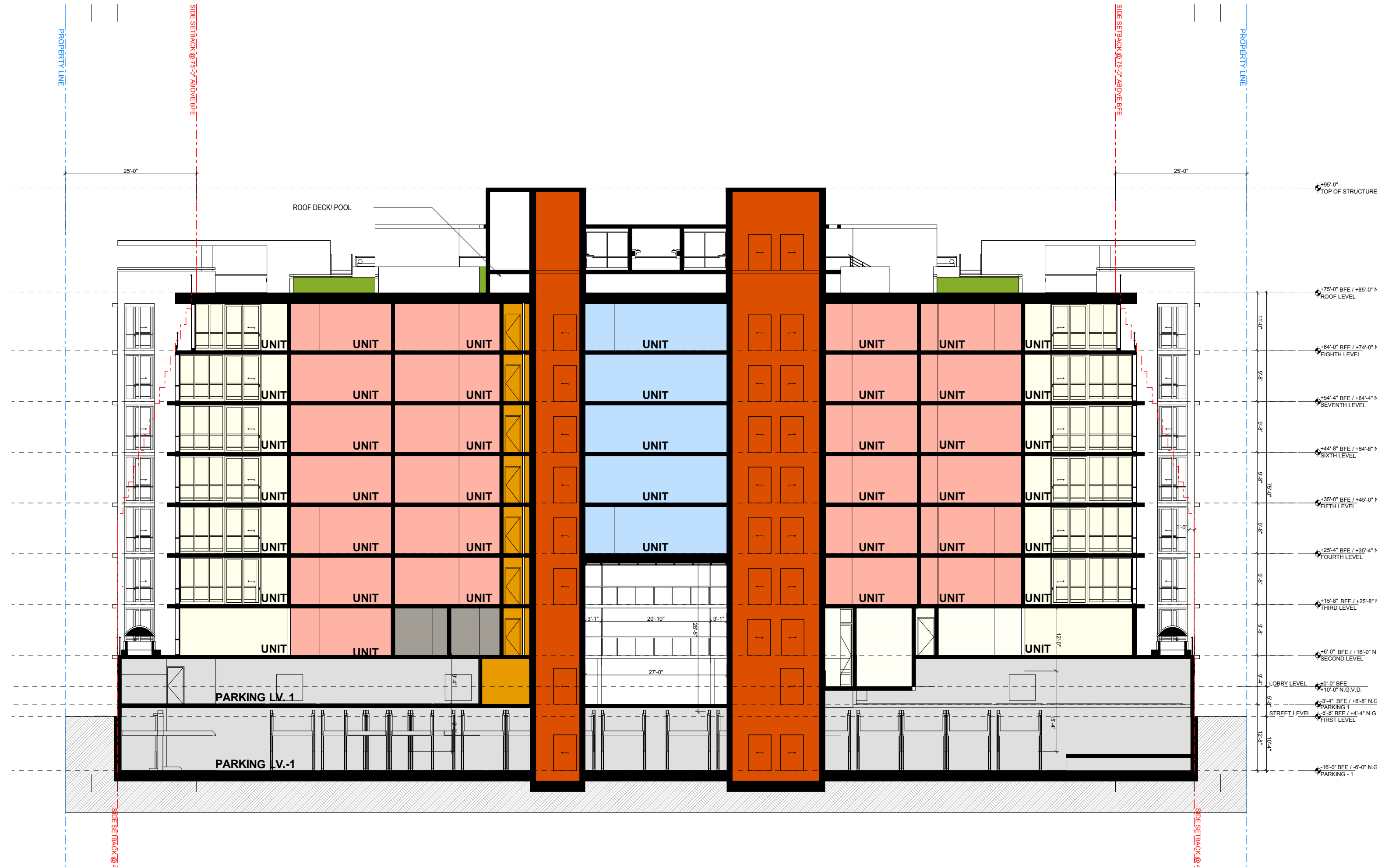
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A-501

NEW PROPOSAL

SCALE: 1/16" = 1'-0"

SCALE: 1/16" = 1'-0"



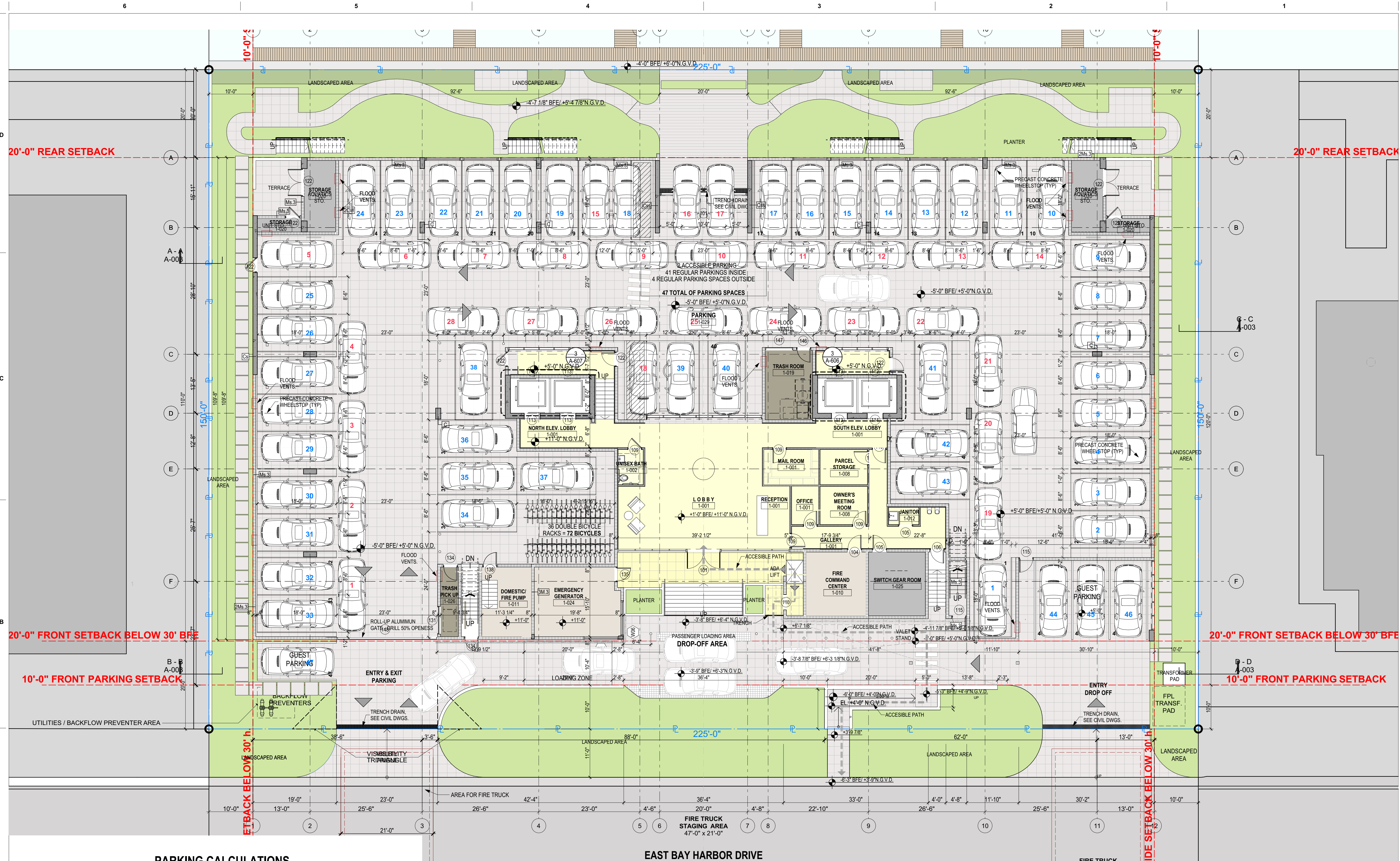
LA BAIA NORTH

APPENDIX A - VALET PARKING LAYOUT

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PARKING CALCULATIONS
57 UNITS x 2 = 114 UN

REGULAR PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

BALANCE PARKING TRUST = 39 UN

PARKING BREAKDOWN:
PARKING INTERIOR PROVIDED = 43 UN
PARKING EXTERIOR PROVIDED = 4 UN
SUB-TOTAL PARKING PROVIDED = 47 UN
VALET PARKING CALCULATED = 28 UN

TOTAL PARKING PROVIDED = 75 UN

LEGEND:
REGULAR PARKING PROVIDED - BLUE
VALET PARKING PROPOSED - RED

VALET PARKING LAYOUT
LOBBY LEVEL - FLOOR PLAN

SCALE: 3/32" = 1'-0"

EL. +11'-0" N.G.V.D.



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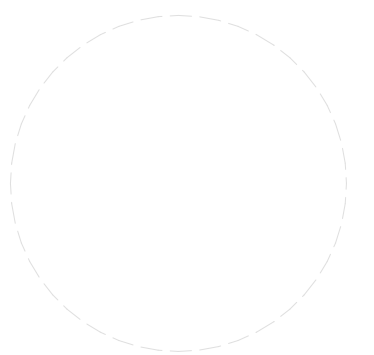
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Sheet Name
LOBBY LEVEL - FLOOR
PLAN

Sheet No.
A-601

LEGAL DESCRIPTION:

FOLIO NUMBER 13-2227-001-0050

Lot 6, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0060

Lot 7, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

FOLIO NUMBER 13-2227-001-0070

Lot 8, Block 1, BAY HARBOR ISLAND, a subdivision according to the map or Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

NOTES:

1. EXISTING GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELL.
5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE AND IRRIGATION PIPES.
6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8 INCH/FT) SLOPE.
9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS AND CONDENSATE LINES.

GENERAL NOTES:

1. ALL EXISTING VALLEY GUTTER SHALL BE REPLACED WITH F-CURB EXCEPT WHERE VEHICULAR & PEDESTRIAN ACCESS IS ALLOWED. EXISTING VALLEY GUTTER SHALL BE COMPLETELY DEMOLISHED & REPLACED; MODIFICATION OF THE EXISTING VALLEY GUTTER IS NOT ALLOWED.
2. ALL WORK WITHIN THE BUILDING MUST BE PERFORMED BY A LICENSED CONTRACTOR PER THE FLORIDA BUILDING CODE. ALL MATERIALS MUST MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.
3. REFER TO SHEET C-2 FOR LOCATION OF FIRE DEPARTMENT STAGING AREA.
4. DRAINAGE TO BE RETAINED ON-SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY.
5. ONLY ROOF DRAINS AND CONDENSATE LINES CAN GO TO THE WELL. ALL OTHER DRAINS TO EXFILTRATION TRENCH.
6. RESTORATION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

FLOOD INFORMATION:

Control panel number: 12086C0144L
Flood zone: "AE"
Base flood elevation: 8.00' NGVD

REFER TO LANDSCAPE PLANS FOR WALKWAY AND DRIVEWAY MATERIALS AND FINISHES

ALL STORMWATER IS TO BE RETAINED ONSITE

NEW PROPOSAL



LOCATION MAP

N.T.S.

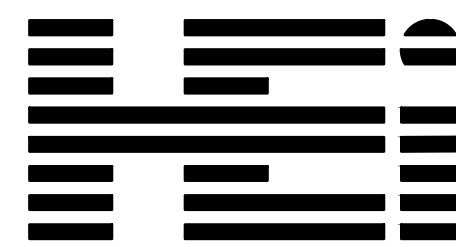
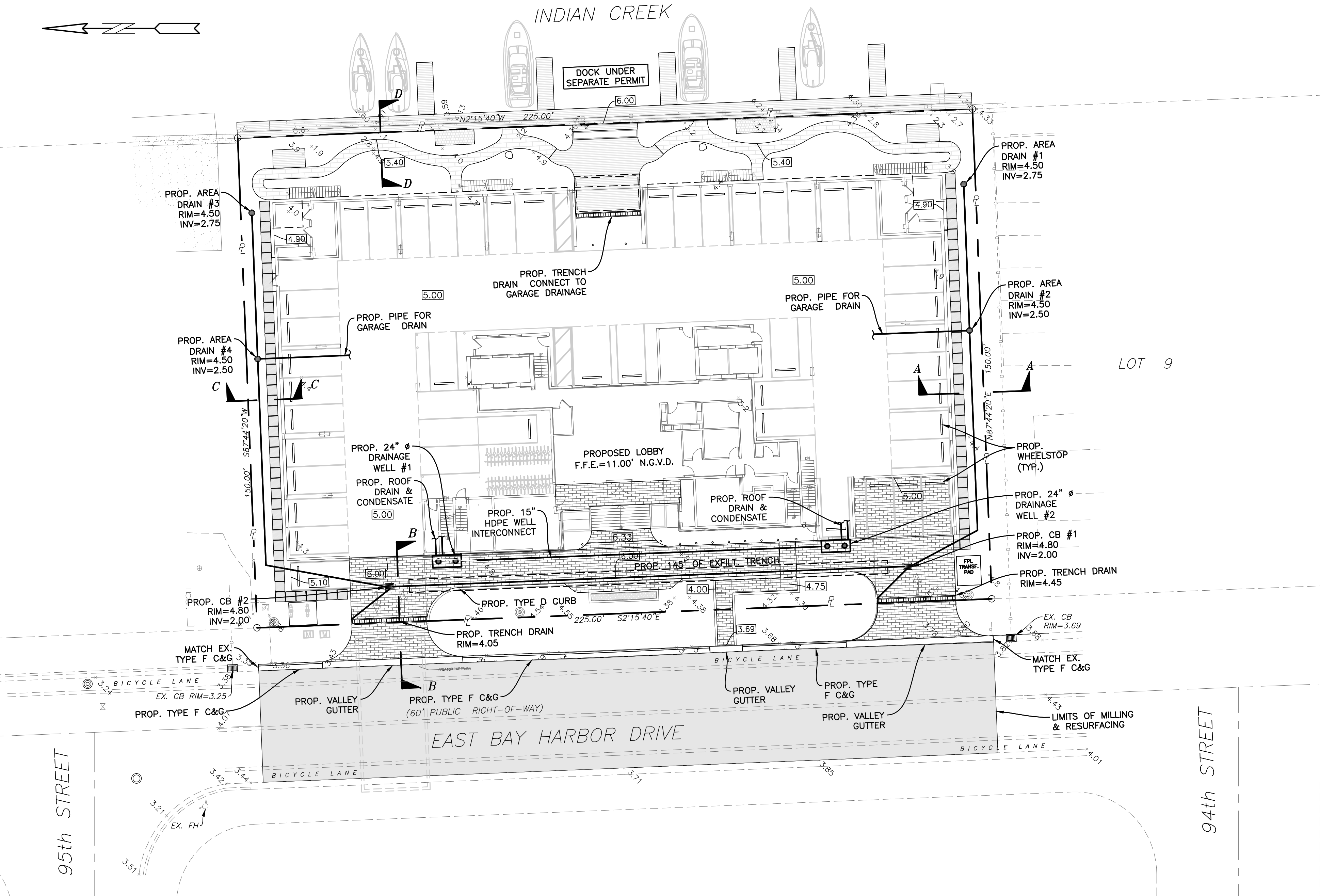
SEC 35, TWSP 52S, RNG 42E

NOTE:

ALL ELEVATIONS ARE REFERENCED TO N.G.V.D. 1929

LEGEND

- PROPOSED CONCRETE
- PAVEMENT RESTORATION
- PROPOSED PAVERS
- PROPOSED MILL & RESURFACE
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING CONCRETE
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE



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PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=20'

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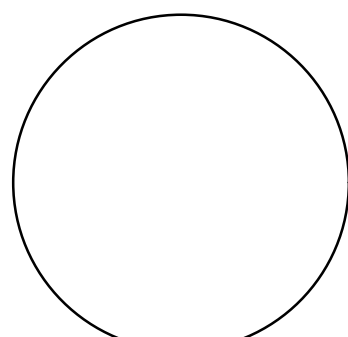
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Consultant



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AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name

PAVING, GRADING &
DRAINAGE PLAN

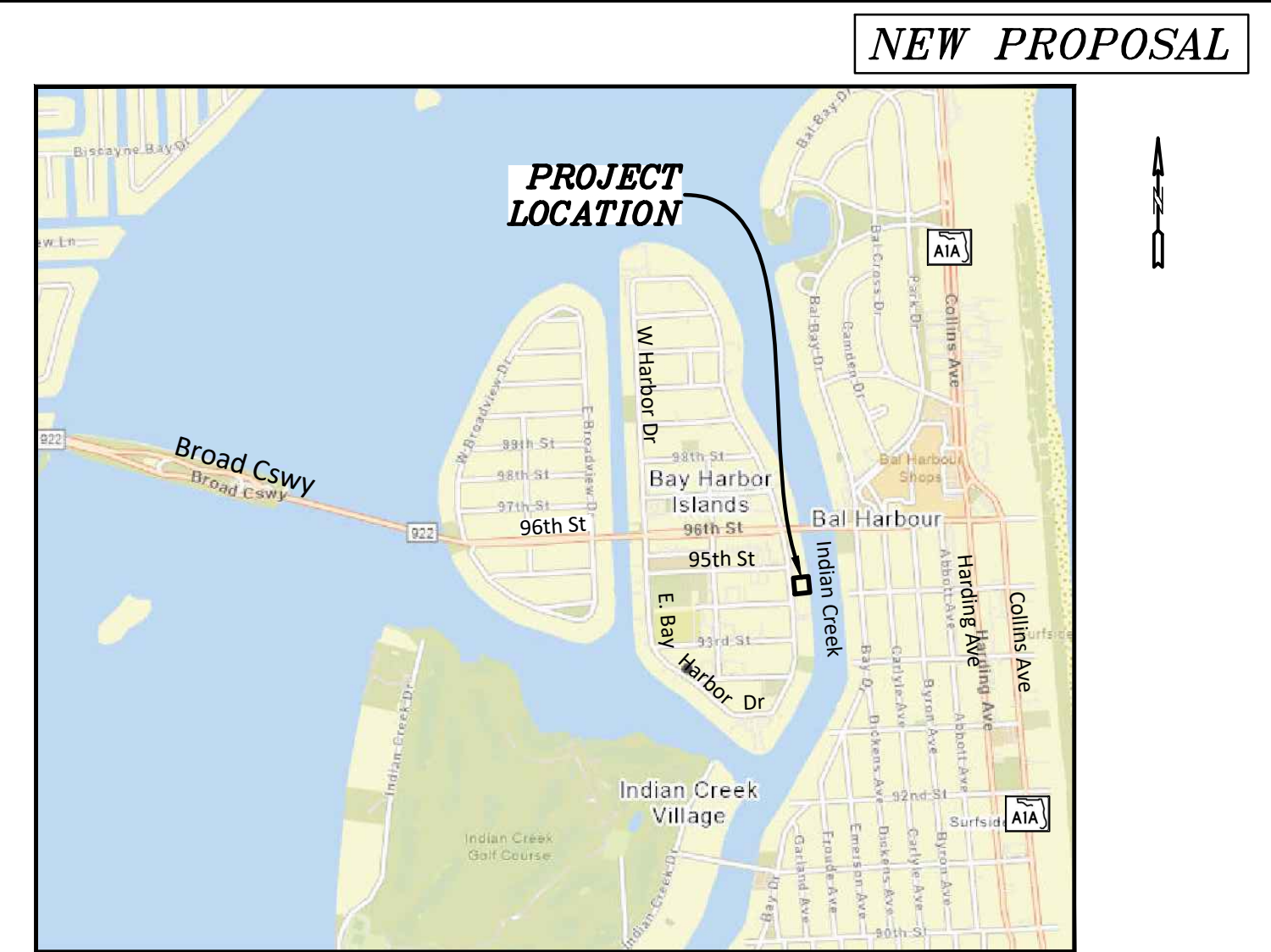
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C-1

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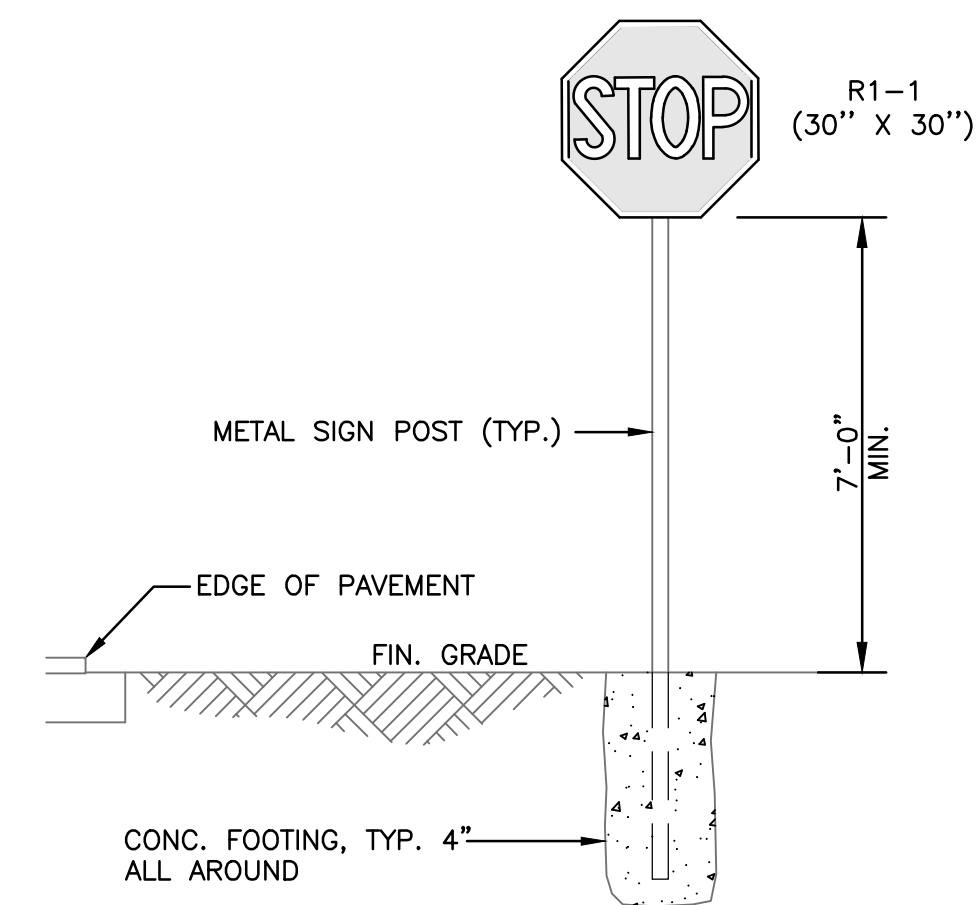
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

Control panel number: 12086C0144L
Flood zone: "AE"
Base flood elevation: 8.00' NGVD

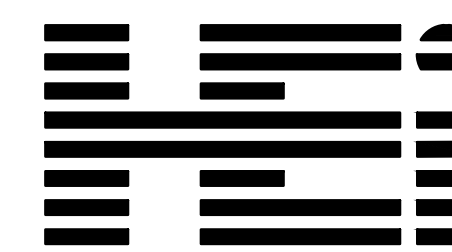
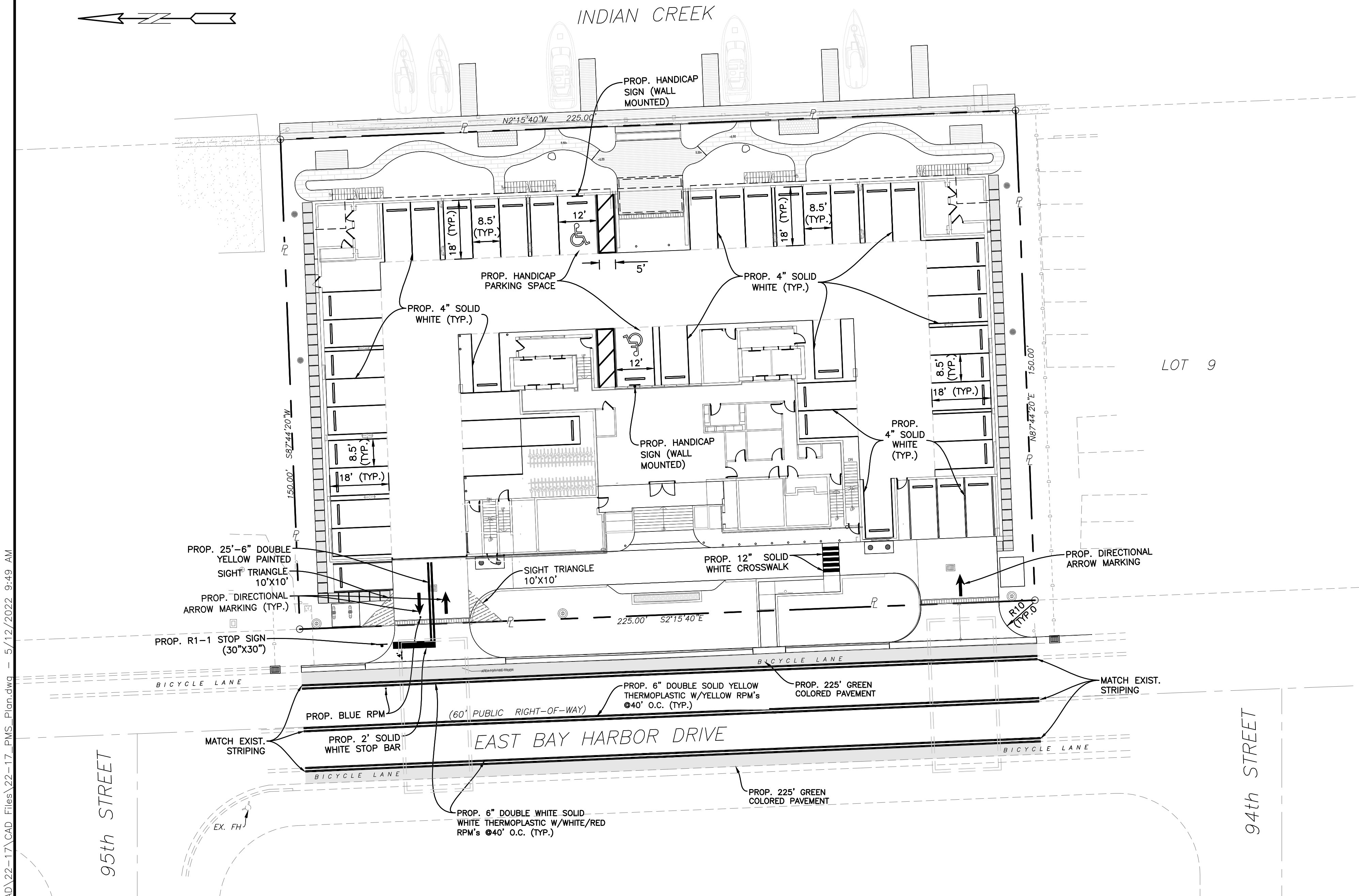


LOCATION MAP
SEC 35, TWP 52S, RNG 42E
N.T.S.

	PROPOSED CONCRETE
	PAVEMENT RESTORATION
	PROPOSED PAVERS
	PROPOSED GREEN COLORED PAVEMENT
	PROPOSED ELEVATION
	PROPOSED SURFACE FLOW
	PROPOSED WATER METER
	PROPOSED CATCH BASIN
	PROPOSED SIGN (AS INDICATED)
	PROPOSED CLEANOUT
	PROPOSED RPP BACKFLOW PREVENTER
	PROPOSED PIPING
	EXISTING CONCRETE
	EXISTING PIPING AND APPURTENANCES
	EXISTING CATCH BASIN
	EXISTING ELEVATION
	EXISTING POWER POLE
	EXISTING MANHOLE (AS DESIGNATED)
	EXISTING WATER METER
	EXISTING FENCE



STOP SIGN DETAIL
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PAVEMENT MARKING & SIGNAGE PLAN

SCALE: 1"=20'

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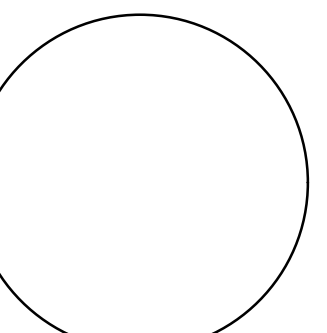
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1"=20'

Project No.

2202

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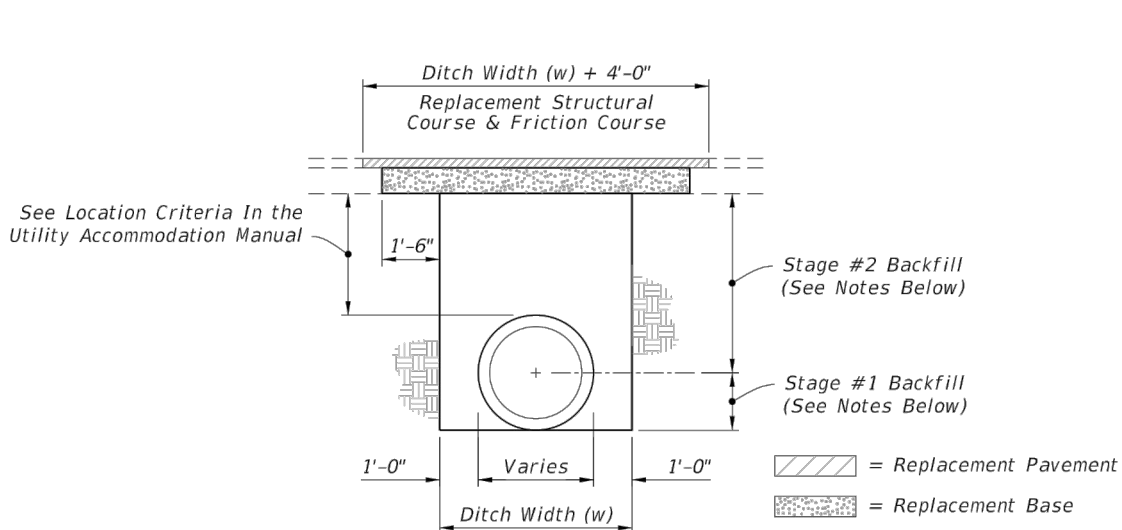
IMPROVEMENT MARKING SIGNAGE PLAN

Sheet No.

C-3

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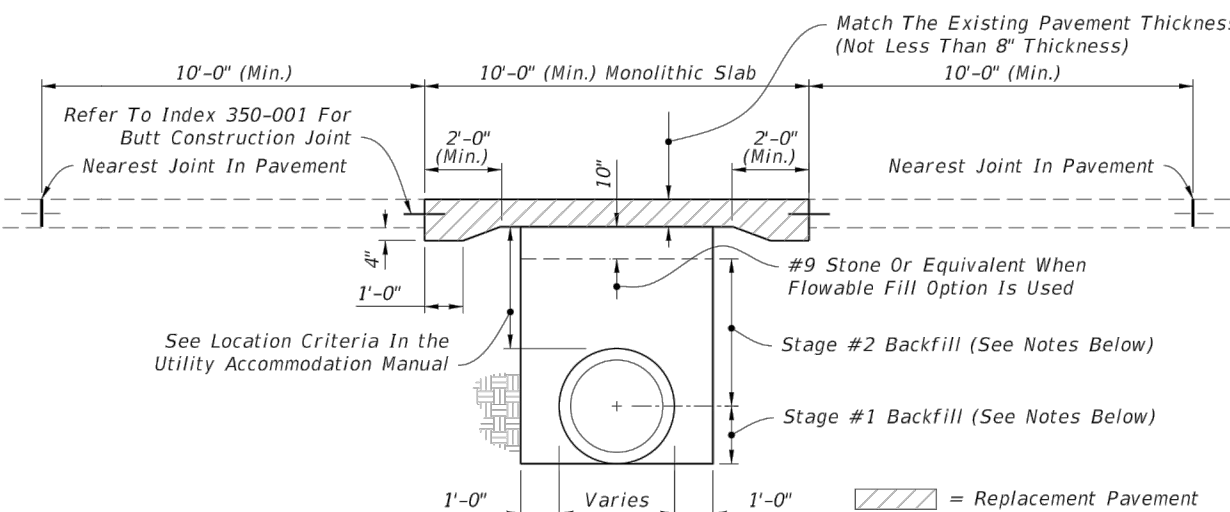
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- NOTES:**
PAVEMENT REMOVAL AND REPLACEMENT
- Pavement shall be mechanically sawed.
 - The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications.
 - The new base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy.

- BACKFILL OPTION**
- COMPACTED AND STABILIZED FILL**
 - Place backfill material in accordance with Specification 125.
 - In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical lamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 - In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the base, with the upper 12" receiving Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Group 3.
 - FLOWABLE FILL**
 - If compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 - Flowable fill is to be placed in accordance with Specification 121, as approved by the Engineer.
 - Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.
 - In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.
 - In Stage #2, place flowable fill to the bottom of the existing base course.

FLEXIBLE PAVEMENT CUT



- NOTES:**
PAVEMENT REMOVAL AND REPLACEMENT
- High early strength cement concrete (3000 psi) meeting the requirements of Specification 346 shall be used for rigid pavement replacement.
 - Pavement shall be mechanically sawed and restored to conform with existing pavement joints within 12 hours. (See Index 350-001)

- BACKFILL OPTION**
- GRANULAR BACKFILL**
 - Any edgedrain system that is removed shall be replaced with the same type materials. Any edgedrain system that is damaged shall be repaired with methods approved by the Engineer.
 - Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be special select soil in accordance with Index 350-001.
 - In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical lamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 - In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement.
 - FLOWABLE FILL**
 - If mechanical compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 - Flowable fill is to be placed in accordance with Specification 121, as approved by the Engineer.
 - Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.
 - In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.
 - In Stage #2, place flowable fill to the bottom of the stone layer.

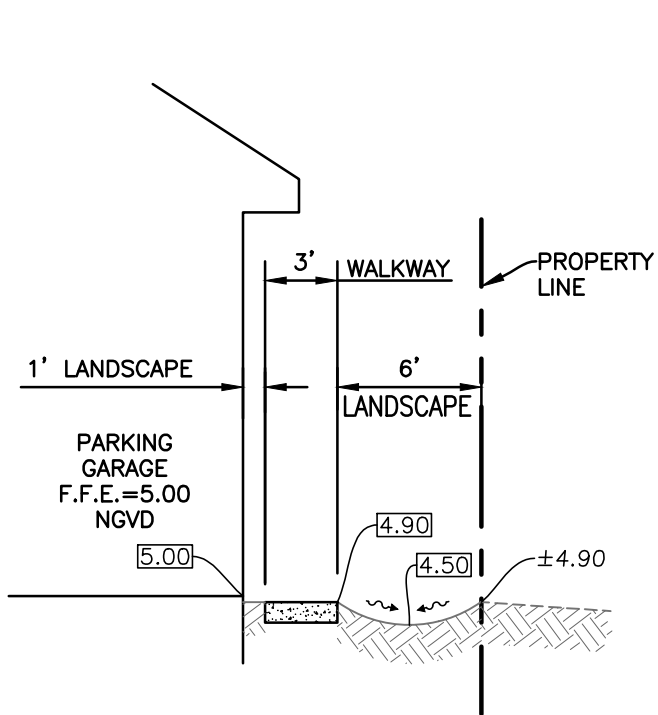
RIGID PAVEMENT CUT

- GENERAL NOTES**
- The details provided in this Index apply to cases in which jack and bore or directional boring methods are not required by the Engineer.
 - Flowable fill shall not be placed directly over loose, or high plastic, or muck material (see Index 120-001) which will cause settlement due to fill weight. Where highly compressible material exists, the amount, shape and depth of flowable fill must be engineered to prevent pavement settlement.
 - These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geotextiles, special bedding and backfill, or other special requirements.
 - Method of construction must be approved by the Engineer.
 - Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material.

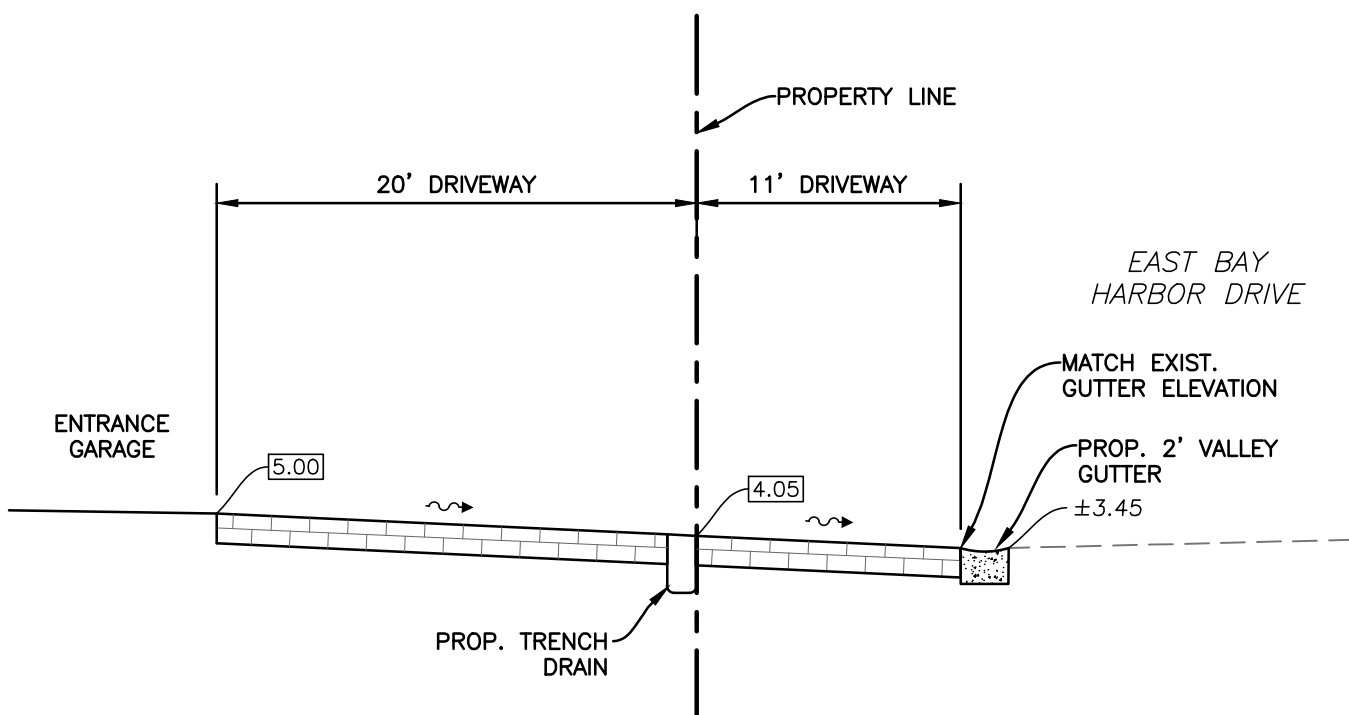
- Where asphalt concrete overlays exist over full slab concrete pavement, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course, except structural course may be used in lieu of dense graded friction course.
- All shoulder pavement, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.
- The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement crossings, whether straight or diagonal, and shall not be installed for significant depths or lengths. The maximum length shall be fifty (50) feet and a maximum depth of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes in soils engineering. The engineering document shall address the evaluation of local groundwater flow interruption and settlement potential.
- Excavatable flowable fill is to be used when the Flowable fill option is selected.

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

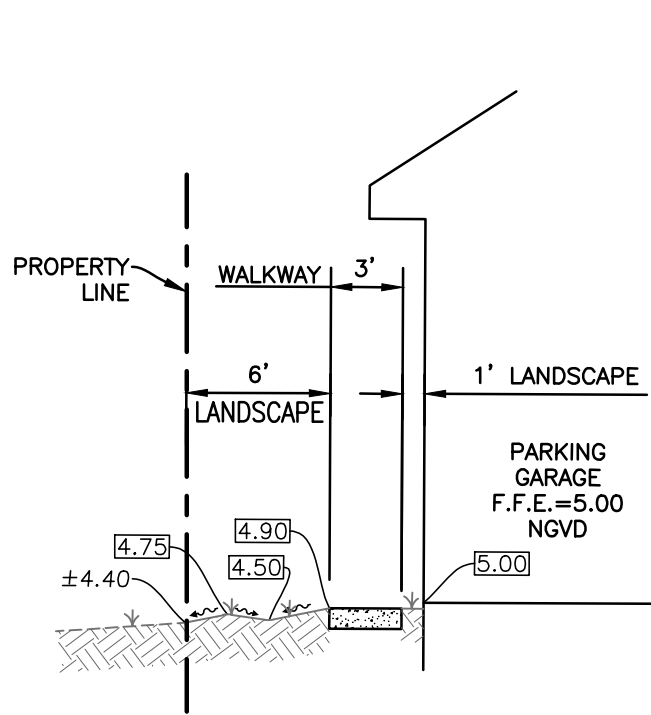
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11/01/17				125-001	1 of 2



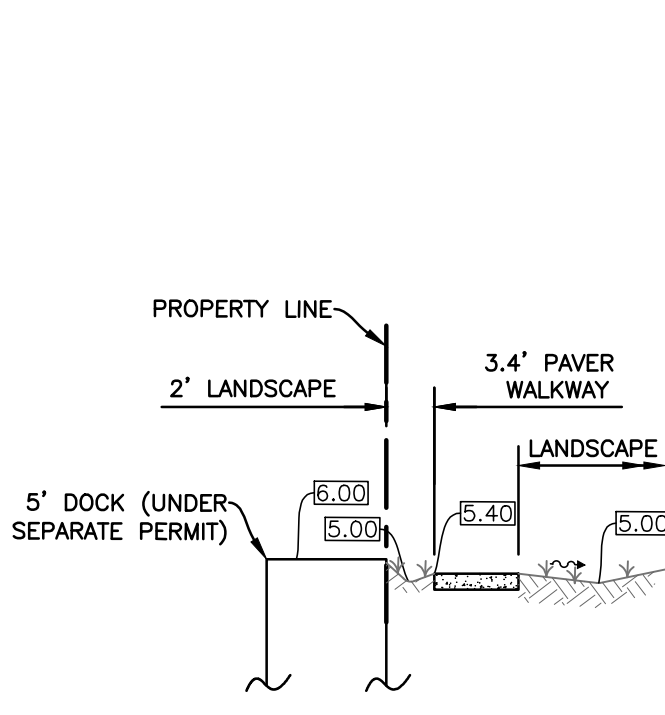
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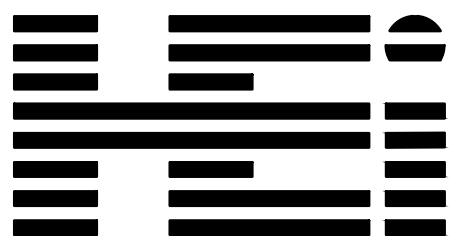
SECTION B-B
N.T.S.



SECTION C-C
N.T.S.



SECTION D-D
N.T.S.



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SECTIONS & DETAILS

SCALE: N.T.S.

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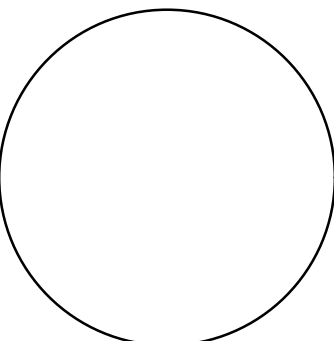
Project

LA BAIA NORTH
9461 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
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Consultant



Luis O. Revuelta
AR-0007972

NEW PROPOSAL

Date
04.21.22

Scale
1"=20'

Project No.
2202

Sheet Name
SECTIONS & DETAILS

Sheet No.

C-4

22-17

GENERAL CONDITION NOTES :

1. THE LOCATION OF EXISTING UTILITIES AND TOPOGRAPHY HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION.
2. PRIOR TO CONSTRUCTION THE CONTRACTOR IS TO NOTIFY THE FOLLOWING COMPANIES & AGENCIES AND ANY OTHERS SERVING THE AREA:

FLORIDA POWER & LIGHT CO., CONSTRUCTION
SOUTHERN BELL TELEPHONE & TEL. CO.
CABLE CONSTRUCTION BUREAU
LOCAL CITY / COUNTY ENGINEERING & UTILITY DEPARTMENTS
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AS APPLICABLE
UNDERGROUND UTILITIES NOIFICATION CENTER OF FLORIDA
(S.U.N.S.H.I.N.E.)

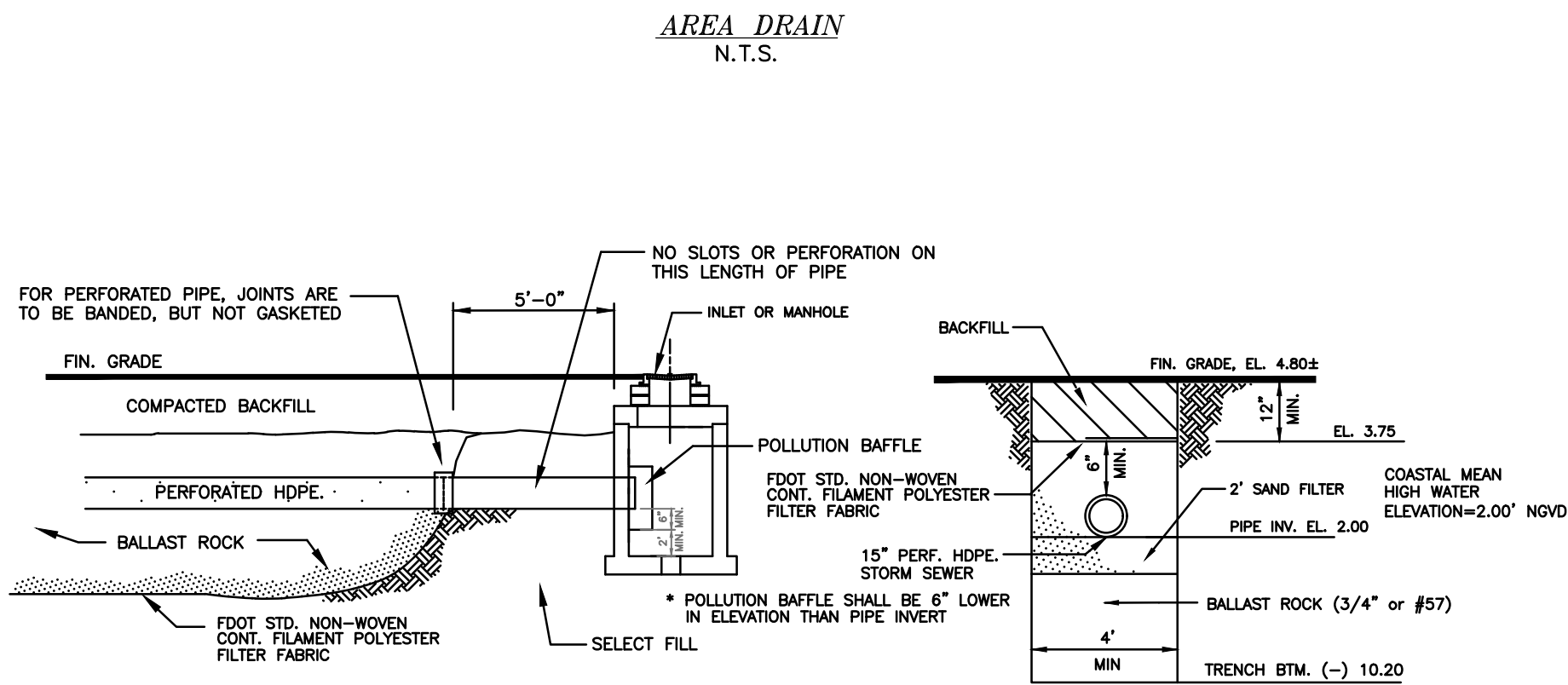
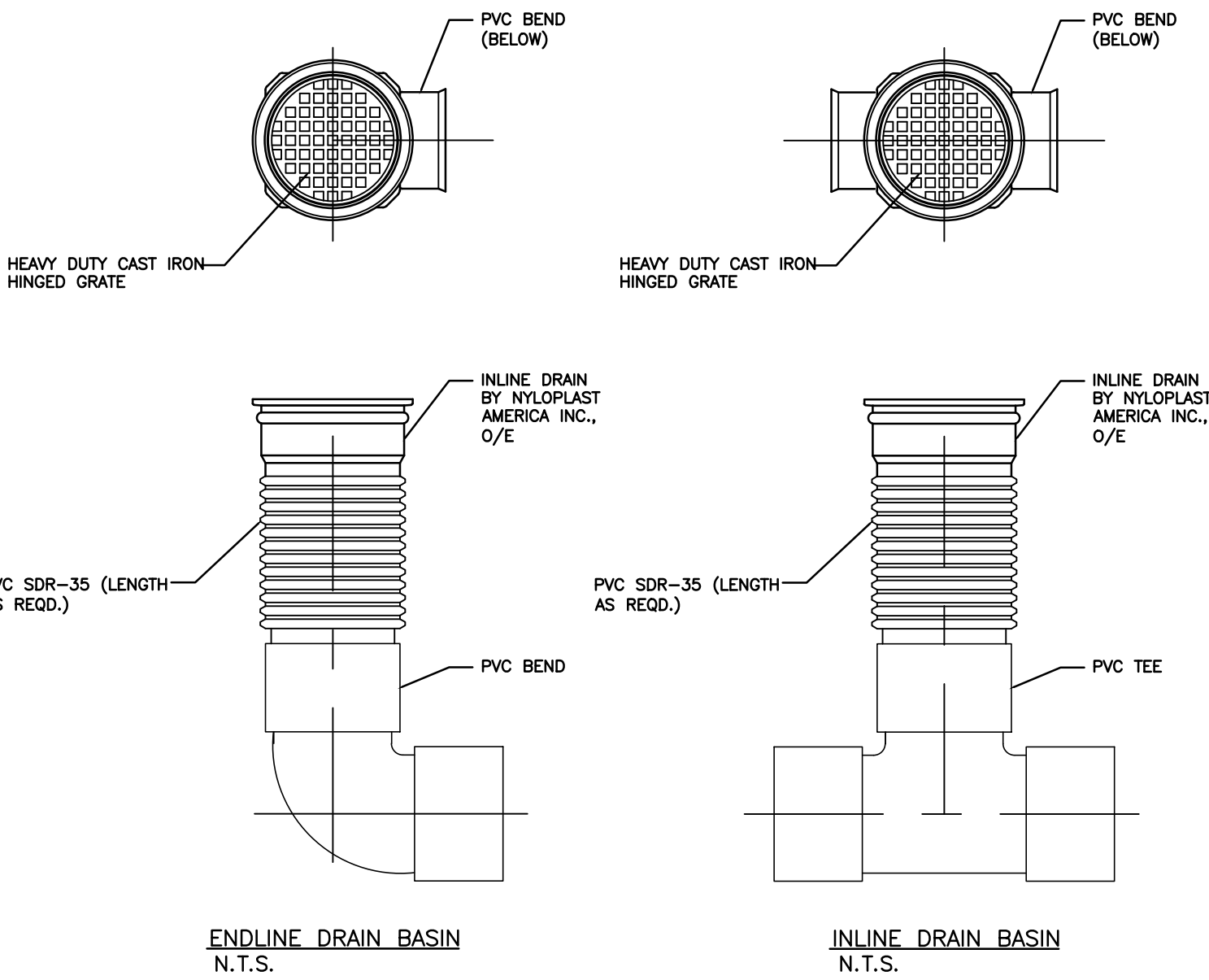
PAVING, GRADING & DRAINAGE NOTES:

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, HARDPAN, ORGANIC MATERIAL & OTHER DELETERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND WITHIN THE ROAD & PARKING LOT AREAS SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, & REPLACED W/ THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS COMPACTED TO NOT LESS THAN 100% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE W/AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED PROVIDED THE EQUIPMENT & METHODS USED ARE PROVEN BY FIELD DENSITY TESTING TO BE CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED & GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL & DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH & ALL OTHER OBSTRUCTION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXIST. GROUND TO A DEPTH OF 12". ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR ADJUSTED SHALL BE SO DESIGNATED ON THE DWGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-2.4 IN ACCORDANCE W/ AASHTO M-145 & SHALL BE FREE FROM VEGETATION & ORGANIC MATERIAL. NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENG. TEST RESULTS MUST INCLUDE BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE & LIME ROCK, UTILITIES, EXCAVATION, ASPHALT GRADIATION REPORTS, CONC. CYLINDERS, ETC.
5. ALL INLETS & PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS & PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEM TO BE CLEAN OF DEBRIS PRIOR TO FINAL ACCEPTANCE.
6. WHERE NEW ASPHALT MEETS OR ABUTS EXIST. ASPHALT, THE EXIST. ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL ALSO BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.
7. SITE GRADING SHALL BE W/IN 0.1' OF THE REQUIRED ELEVATION & ALL AREAS SHALL BE GRADED TO DRAIN.
8. ALL SUBGRADE SHALL HAVE AN LBR OF 40 UNLESS OTHERWISE NOTED & SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY PER AASHTO T-180.
9. ALL LIMEROCK SHALL BE COMPACTED TO 98% PER AASHTO T-180 & HAVE NOT LESS THAN 60% OF CARBONATES OF CALCIUM & MAGNESIUM UNLESS OTHERWISE DESIGNATED. ALL LIMEROCK SHALL BE PRIMED.
10. CONCRETE & ASPHALT THICKNESS SHALL BE OF TYPE DESIGNATED ON DWGS.
11. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL CONFORMING TO SECTION 985 OF THE FDOT STANDARD SPECIFICATIONS.
12. CONC. SIDEWALKS SHALL BE 4" THICK ON COMPACTED SUBGRADE, W/ 1/2" EXPANSION JOINTS PLACED AT A MAXIMUM OF 75'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTER. THE BACK OF SIDEWALK ELEVATION SHALL EQUAL THE CROWN OF ROADWAY, UNLESS SPECIFIED OTHERWISE BY LOCAL CODES OR INDICATED ON DWGS. ALL CONC. SIDEWALKS THAT CROSS DRIVEWAYS SHALL BE 6" THICK.
13. PIPE SPECIFICATIONS : THE MATERIAL TYPE IS SHOWN ON THE DRAWINGS BY ONE OF THE FOLLOWING DESIGNATIONS -

RCP = REINFORCED CONC. PIPE, ASTM DESIGNATION C-76, TABLE III
CMP = CORRUGATED METAL (ALUM.) PIPE, TM DESIGNATION M-196
CMP = (SMOOTH LINED) CORRUGATED METAL (ALUM.) PIPE, ASTM DESIGNATION M-196
SCP = SLOTTED CONC. PIPE, FDOT SECTIONS 941 & 942
PVC = POLYVINYLCHLORIDE PIPE
PCMP = PERFORATED CMP, FDOT SECTION 945
DIP = DUCTILE IRON PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE.

PAVEMENT MARKING & SIGNING STANDARD NOTES :

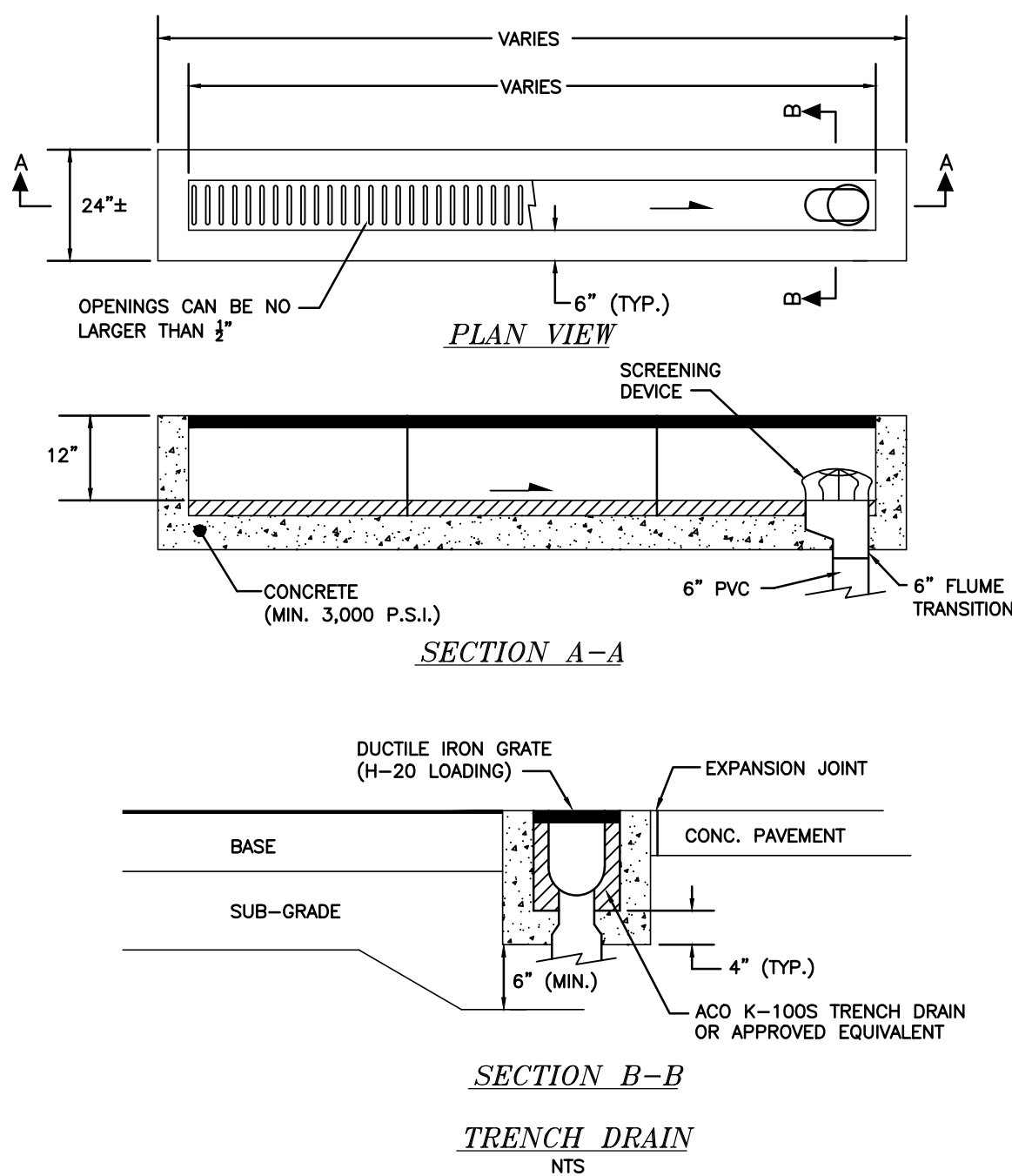
1. STOP SIGNS SHALL BE 30"x30" (R1-1), HIGH INTENSITY.
2. ALL SIGNS SHALL BE PLACED AT A HEIGHT NOT LESS THAN 5' & NOT GREATER THAN 7', THE HEIGHT IS MEASURED FROM THE BOTTOM OF THE SIGN TO THE EDGE OF NEAREST PAVEMENT. THE SIGN POST SHALL BE PLACED A MINIMUM OF 6' TO A MAXIMUM OF 12' FROM THE ADJACENT PAVEMENT, & A MINIMUM OF 6' FROM THE CROSS TRAFFIC PAVEMENT.
3. STOP BARS SHALL BE 24" WHITE.
4. ALL SITE PAVEMENT MARKINGS SHALL BE PAINT. (UNLESS INDICATED OTHERWISE)
5. ALL PAVEMENT MARKINGS IN THE ROAD RIGHT-OF-WAY SHALL BE THERMOPLASTIC & SHALL CONFORM TO FDOT OR LOCAL CITY/COUNTY STANDARDS.



EXFILTRATION NOTES:

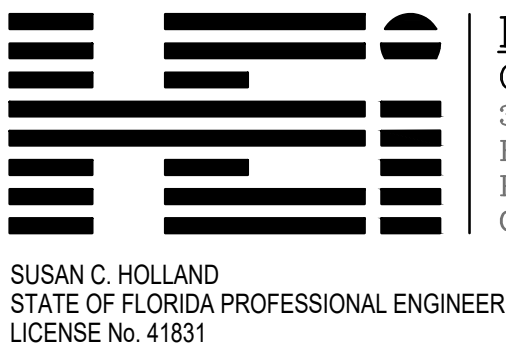
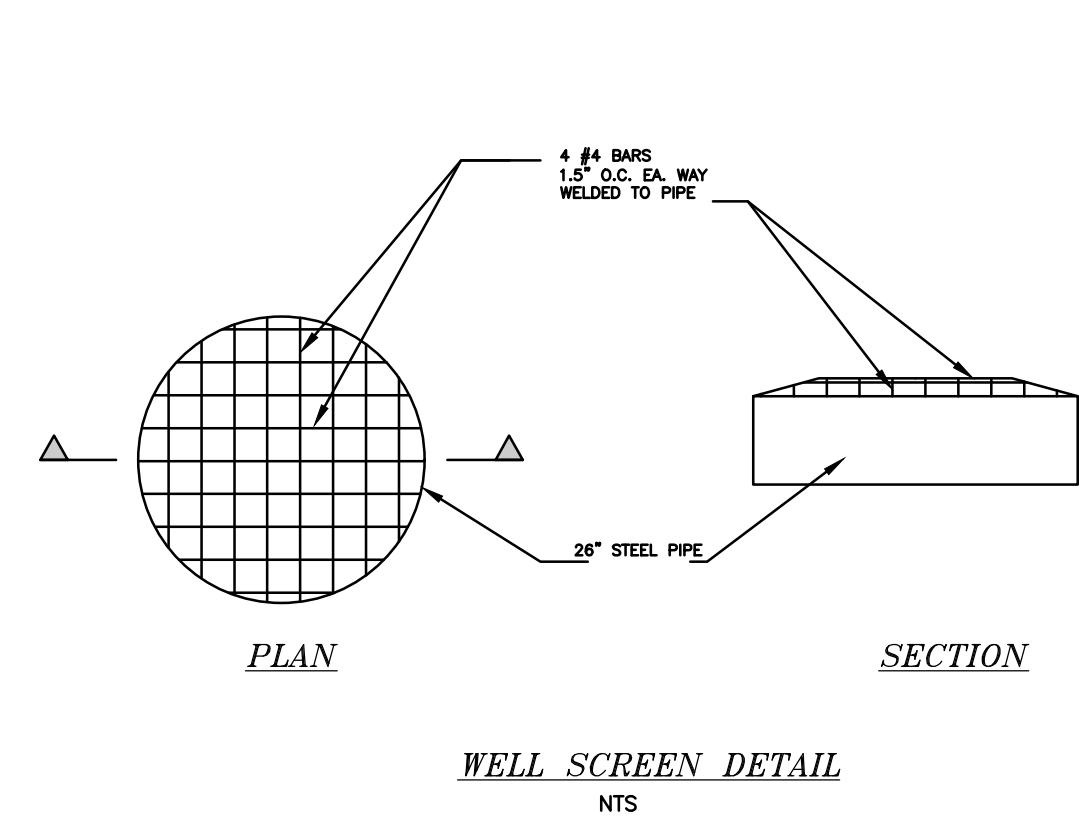
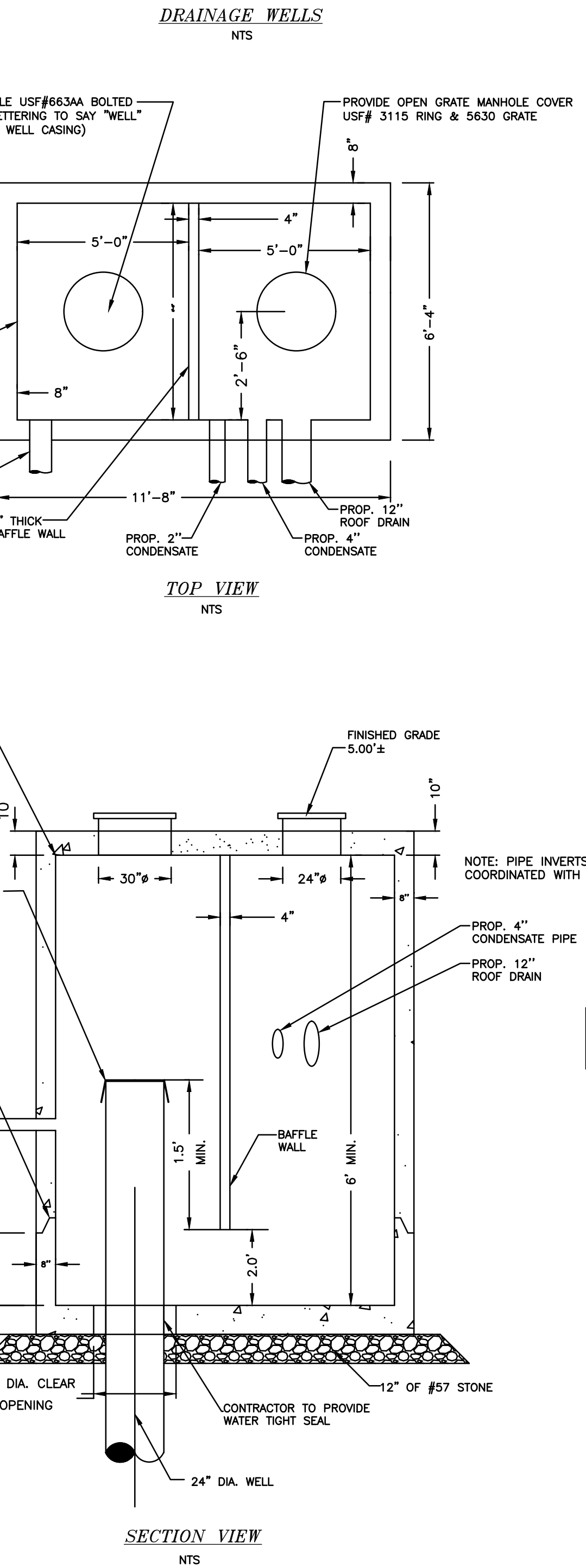
1. PLASTIC FILTER FABRIC (AT EACH SIDE, TOP & BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS AND/OR DIRECTED BY THE ENGINEER.
2. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. (BALLAST ROCK - 3/4" or #57)

EXFILTRATION TRENCH WITH SAND FILTER



NOTES:

1. WELL DRILLER RESPONSIBLE FOR OBTAINING WELL CONSTRUCTION PERMIT.
2. NEOPRENE GASKETS TO BE INSTALLED UNDER LIDS AND AROUND PIPES.
3. VENT PIPES NOT TO BE INSTALLED DIRECTLY ACROSS FROM INLET PIPE.
4. WELL COVERS TO BE SECURELY ATTACHED TO STRUCTURE WITH NO MORTAR OR BRICKS.
5. CONTRACTOR SHALL GROUT BETWEEN 4" CONC. BAFFLE AND LID OF STRUCTURE TO ENSURE WATER PROOF SEAL.
6. WELL BOX REINFORCEMENT SHALL BE DESIGNED BY PRE-CASTER TO MEET F-DOT STANDARDS AND SPECIFICATIONS



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STATE OF FLORIDA PROFESSIONAL ENGINEER
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DRAINAGE DETAILS

SCALE: N.T.S.

NEW PROPOSAL

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Project

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Project No.
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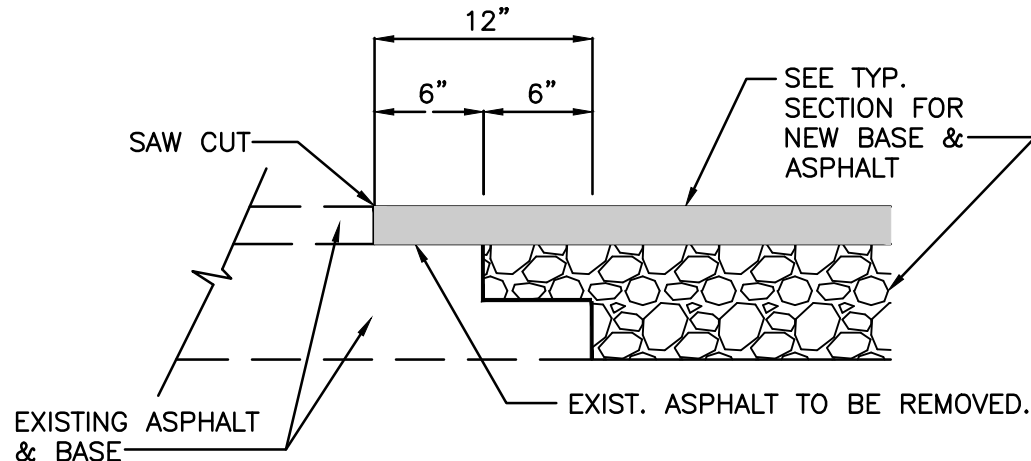
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SECTIONS & DETAILS

Sheet No.

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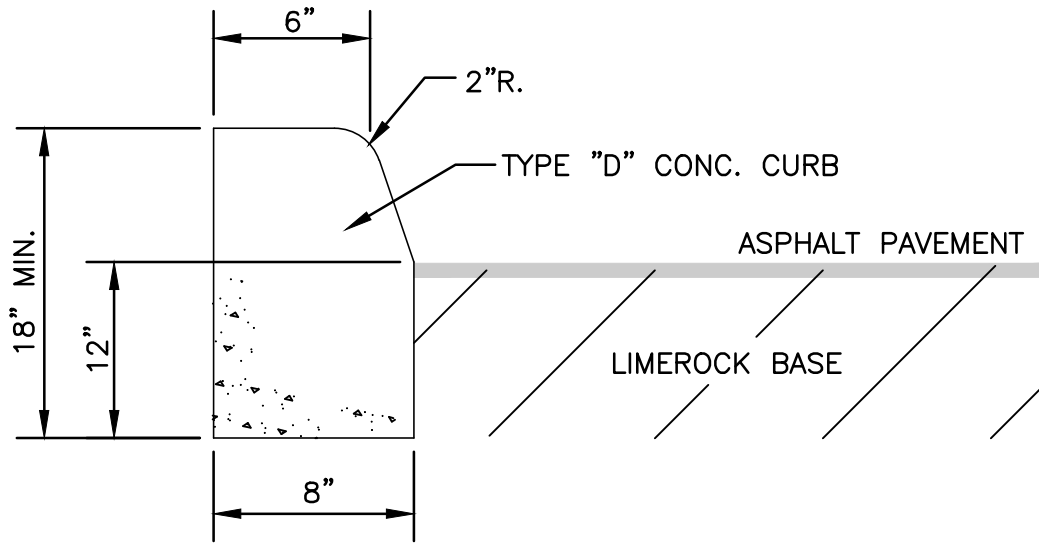
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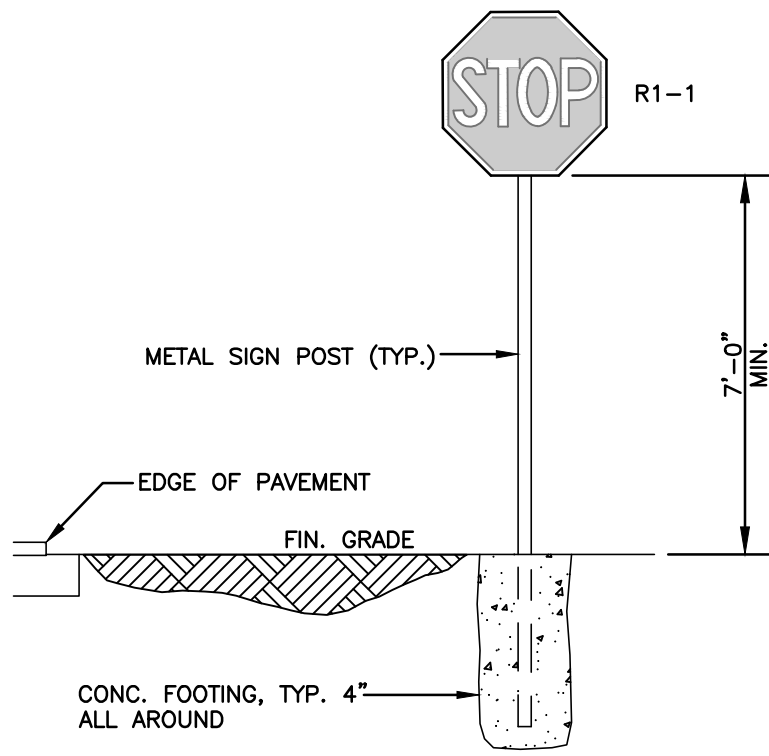
NOTE:

THIS METHOD OF PAVEMENT JOINT SHALL BE USED FOR ANY APPLICATION OR CONSTRUCTION WHERE PROPOSED PAVEMENT AND BASE WILL BE CONNECTED TO EXISTING PAVEMENT AND BASE.

PAVEMENT JOINT DETAIL
NTS



TYPE "D" CONCRETE CURB
NTS



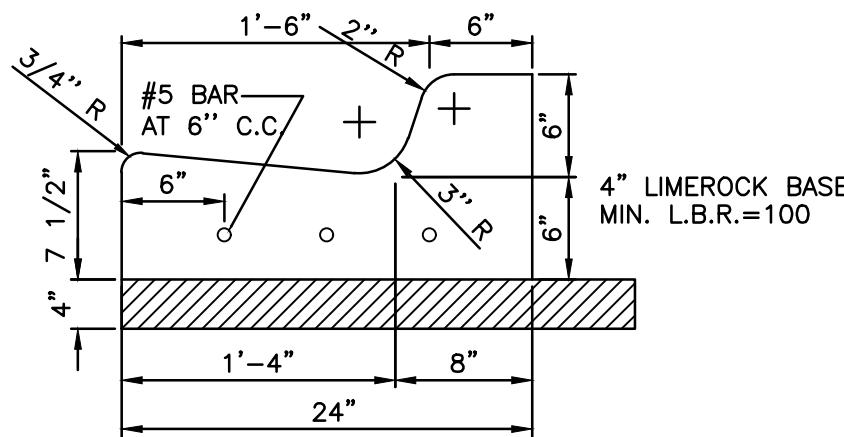
TYPICAL SIGN INSTALLATION
NTS

CURB NOTE:

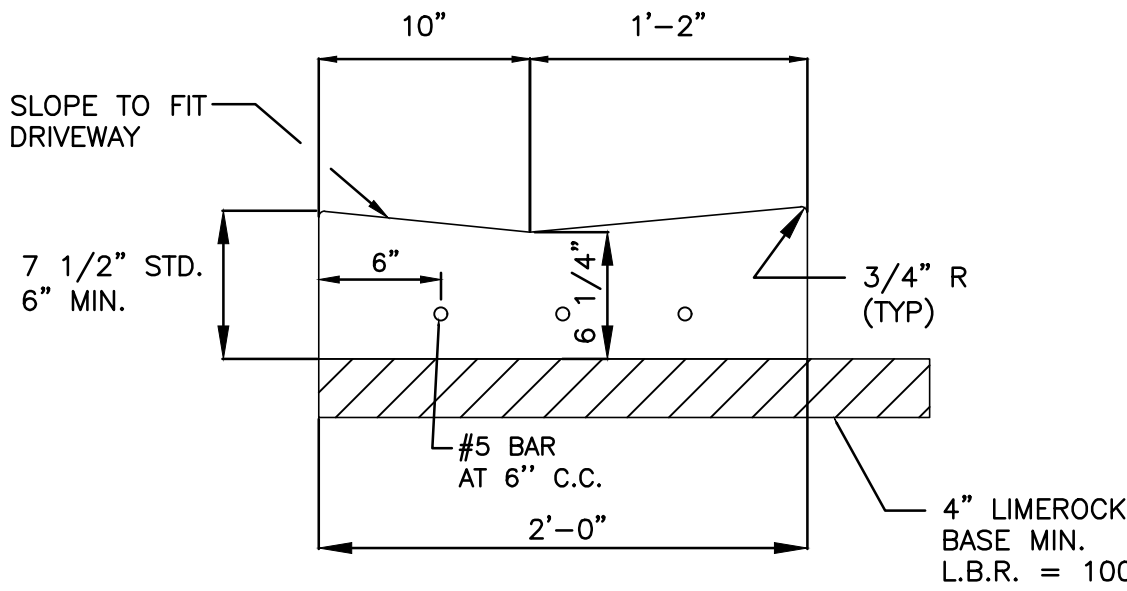
1. DOWELS SHALL BE DRILLED & EXPOXIED INTO EXISTING VALLEY GUTTER & "F" CURB TO RESIST SHEAR FORCES BETWEEN THE OLD STRUCTURES & THE NEW STRUCTURES.
2. ALL DAMAGED VALLEY GUTTER AND F-CURB SHALL BE REMOVED WITHOUT DAMAGING ADJACENT ROADWAY.
3. THE FINISH ON THE NEW VALLEY GUTTER AND F-CURB SECTIONS SHALL MATCH EXISTING.

CURB NOTE:

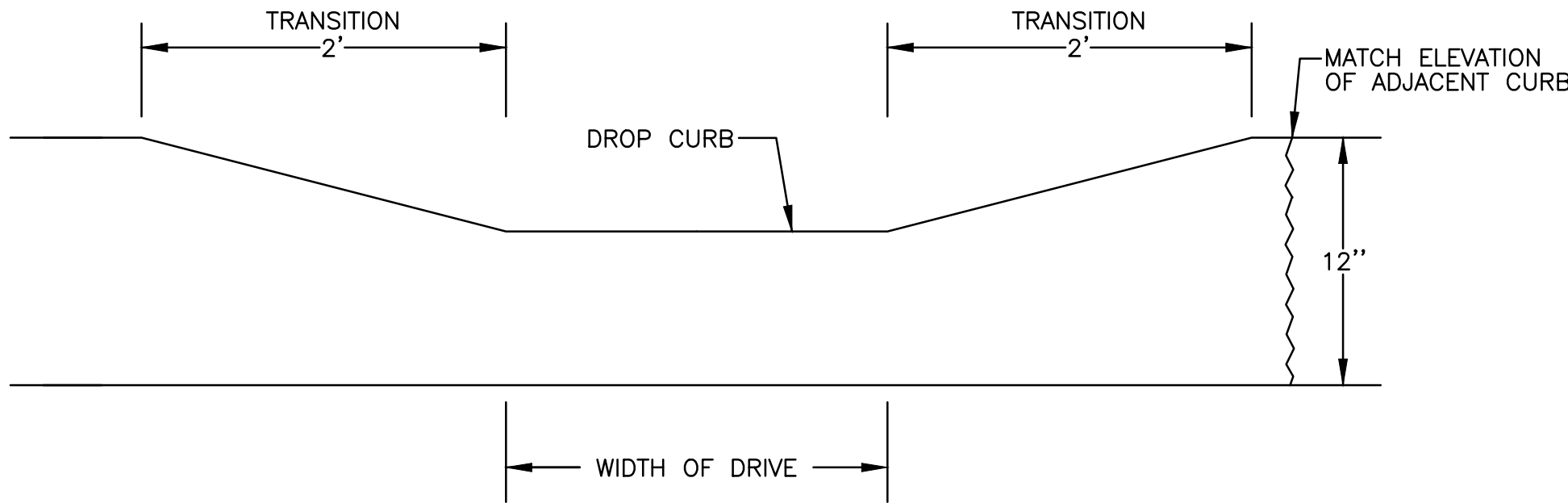
PROVIDE 1/2" X 18" SMOOTH DOWELS AT 12" C.C. TO CONNECT NEW CURB TO EXISTING CURB.



TYPE "F" CONCRETE CURB AND GUTTER
PER FDOT STANDARD INDEX 300
DETAIL
NTS

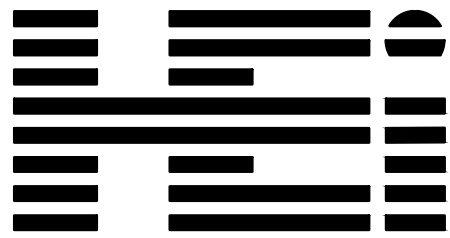


STANDARD DROP CURB (VALLEY GUTTER)
PER FDOT STANDARD INDEX 300
DETAIL
NTS



TRANSITION FROM DROP CURB
TO TYPE "F" CURB DETAIL
NTS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



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CIVIL DETAILS

SCALE: N.T.S.

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Project

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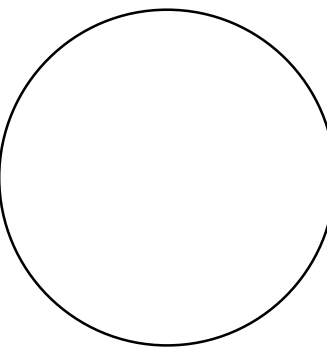
Revisions

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Consultant



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AR-0007972

NEW PROPOSAL

Date

04.21.22

Scale

1"=20'

Project No.

2202

Sheet Name

SECTIONS & DETAILS

Sheet No.

C-7

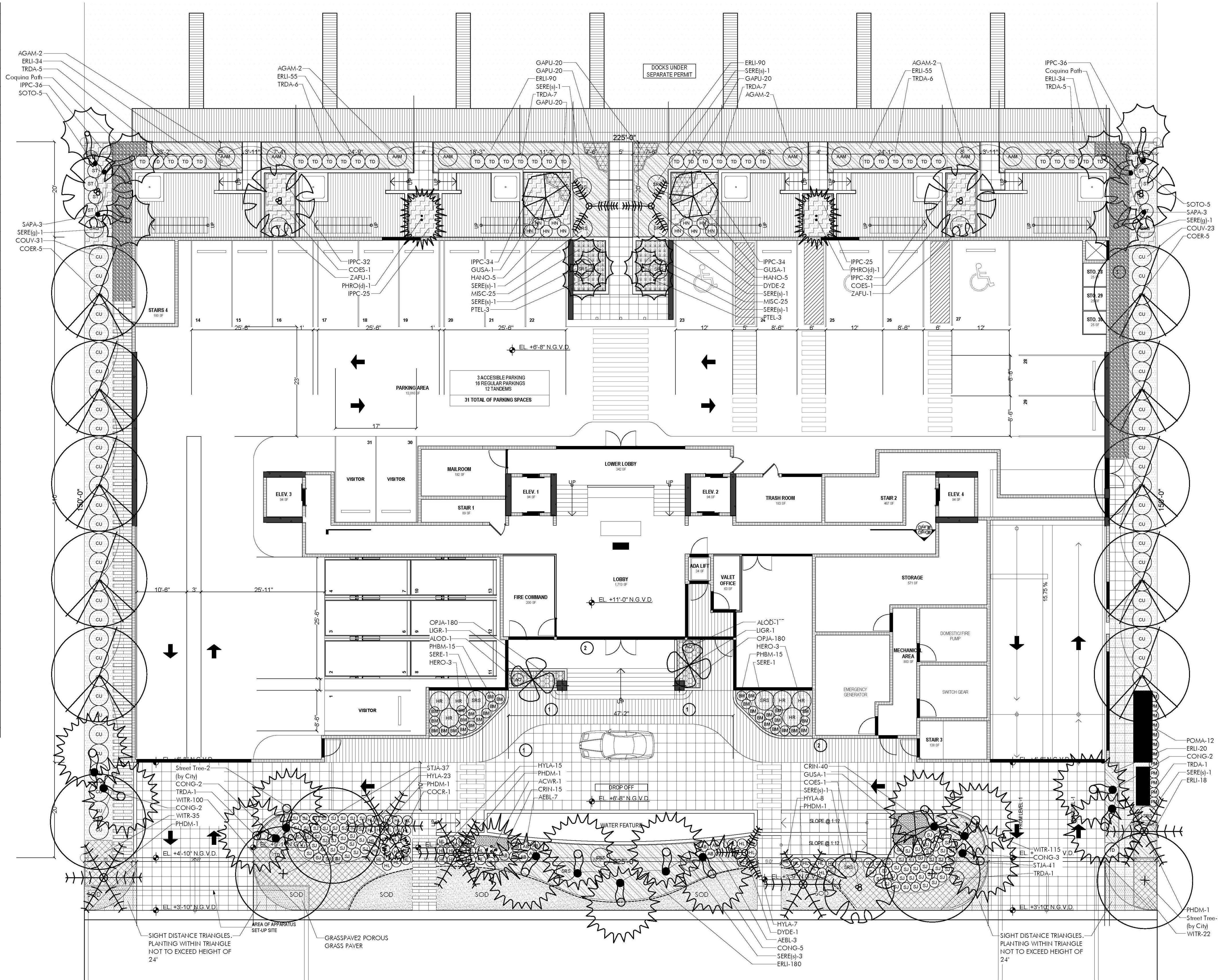
22-17

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previously approved

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PLANT LIST - GROUND FLOOR				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
COER	Conocarpus erectus ...Green Buttonwood	10	ea.	14' tall x 5' spread, 3' cal, 5' cl
COES	Conocarpus erectus 'Sericeus' ...Silver Buttonwood	5	ea.	12' tall OA, multi-trunk, lifted to tree form 4' CT min.
GUSA	Goussium vandum ...Lignum Vitae	3	ea.	8' tall x 8' spread, 2" DBH. Min
STREET TREES (Species to be selected by the Village)				
		5	ea.	16'-18' tall x 7' spread, 6 cl, 4" cal
PALMS				
KEY	PLANT NAME	QTY.	UT.	SIZE
ACVR	Acrocalymma wrightii ...Pavane Palm	1	ea.	10' tall OA, 6 trunks min.
COCR	Coccothrinax clinita ...Old Man Palm	1	ea.	5' Tall OA
CONG	Coccothrinax clinita ...Coconut Palm	14	ea.	30' tall OA, curved trunks, lean 5" where shown on plans
DYDE	Dypsis decaryi ...Triangle Palm	3	ea.	16' tall OA
UGR	Urolophora grandis ...Ruffled Fan Palm	2	ea.	5' Tall OA
PHDM	Phoenix dactyloides 'Medjool' ...Medjool Date Palm	5	ea.	15' GW, classic cut
PHRO(j)	Phoenix roebelinii ...Pygmy Date Palm	2	ea.	8' tall OA, double trunk
PTEL	Phycosperma elegans ...Solitaire Palm	6	ea.	22' tall OA
SAPA	Sabal palmetto ...Sabal Palm	6	ea.	24' tall OA, character trunks, leaning where shown on plans
SHRUBS AND GROUNDCOVERS				
KEY	PLANT NAME	QTY.	UT.	SIZE
AEBL	Aechmea blanchetiana ...Orange Bromeliad	10	ea.	24"x24", orange color
AGAM	Agave americana ...Blue Agave	8	ea.	48"x48"
ALOD	Alcantarea odorata ...Fragrant Bromeliad	2	ea.	24" x 24"
COUV	Coccoloba uvifera ...Seagrape	54	ea.	36"x36", install 48" o.c.
CRIN	Crotona indica/induratus ...Orange Marmalade	55	ea.	1 gal cans, install 12" o.c.
ERU	Erasmia littoralis ...Golden Creeper	576	ea.	3 gallon cans, 18" o.c.
GAPU	Gallardia pulchella ...Blanket Flower	80	ea.	1 gal cans, install 12" o.c.
HANO	Hamelia nodosa ...Dwarf Firebush	10	ea.	18" x 18"
HERO	Heliconia rostrata ...Hanging Lobster Claw	6	ea.	5' Tall OA
HYLA	Hymenocallis latifolia ...Spider Lily	53	ea.	3 gallon cans, full
IPPC	Ipomoea pes-caprae ...Railroad Vine	254	ea.	3 gal cans, full, install 18" o.c.
MISC	Microsorium scolopendria ...Wart Fern	50	ea.	3 gal cans, full, install 18" o.c.
OPJA	Ophiopogon japonicus ...Mondo Grass	360	ea.	6" pots, install 6" o.c.
PHBM	Philodendron 'Burle Marx' ...Burle Marx Philodendron	30	ea.	18"x18"
PCMA	Podocarpus macrophyllus ...Podocarpus	12	ea.	30"x18"
SERE(j)	Serenoa repens ...Saw Palmetto	2	ea.	24" x 24", Green color
SERE(s)	Serenoa repens 'Silver' ...Saw Palmetto	13	ea.	24" x 24", Silver color
SOTO	Sophora tomentosa ...Necklace Pod	10	ea.	24" x 24"
STJA	Stachytarpheta jamaicensis ...Blue Portweed NATIVE VARIETY	78	ea.	18"x18", creeping NATIVE VARIETY
TRDA	Tripsacum dactyloides ...Fakahachee Grass	39	ea.	3 gallon cans, full
WITR	Widalia trilobata ...Widalia	272	ea.	1 gal cans, 18" o.c.
ZAFU	Zamia furfuracea ...Cardboard Palm	2	ea.	36" x 36"
MISCELLANEOUS				
sod	Celebration Bermuda Sod	650	s.f.	solid sod
	Planting Soil 80% Silver Sand 20% Florida Peat	410	c.y.	excavate and backfill 12" in all sod areas, 18" in all shrub areas, and 24" in tree pits
	Shredded Mulch	40	c.y.	2" layer in all shrub beds



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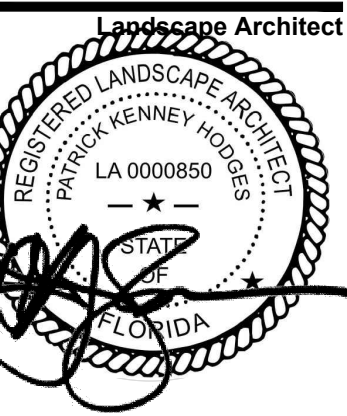
Project

LA BAIA NORTH
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LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Previously Approved
Ground Landscape Plan

Sheet No.

L-101-PA

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new proposal



PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
2	QV	Quercus virginiana	Live Oak
2	CR	Clusia rosea	Autograph Tree
6	CS	Cordia sebestena	Orange Gieger Tree
13	EF	Myrcianthes fragrans	Simpson's Stopper
8	CD	Coccoloba diversifolia	Pigeon Plum
6	MC	Mynca cerifera	Florida Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
2	TC	Tabebuia chrysotricha	Golden Trumpet Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
14	SP	Sabal palmetto	Sabal Palm
12	VM	Veitchia montgomeryana	Montgomery Palm



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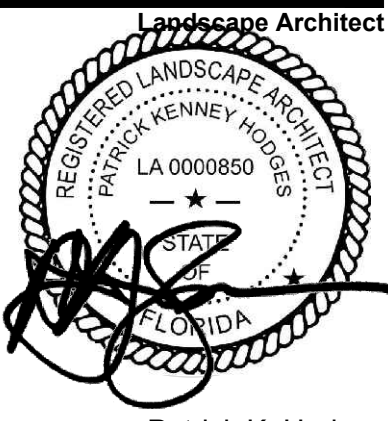
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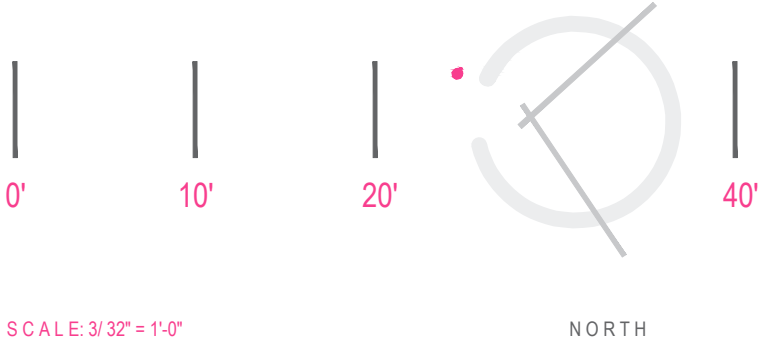
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2202

Sheet Name
First Floor Canopy
Planting Plan

Sheet No.

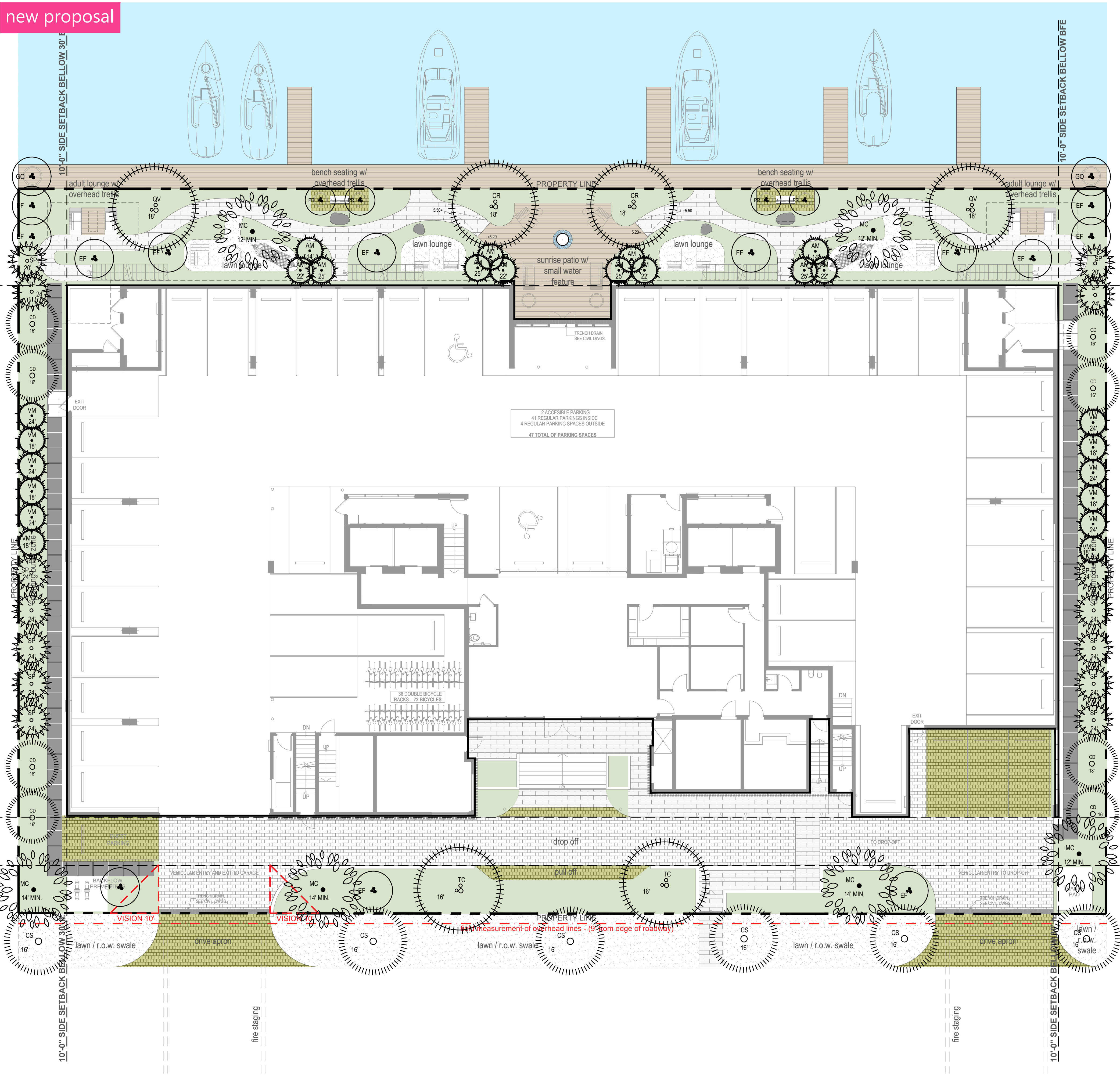
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DRAWING SCALE AND NORTH ARROW:



NOT FOR CONSTRUCTION

new proposal



PLANT SCHEDULE

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QTY	SYM	Botanical Name	Common Name
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2	TC	Tabebuia chrysotricha	Golden Trumpet Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonia Merrillii	Christmas Palm
14	SP	Sabal palmetto	Sabal Palm
12	VM	Veitchia montgomeryana	Montgomery Palm

20'-0" REAR SETBACK

NOTES: REFER TO SHEET L-103 FOR FULL SPECIFICATIONS AND SHEET L-104 FOR LANDSCAPE LEGEND AND PLANT CALCULATIONS

Per town code; 22 required trees, requires 6 variable tree species on site which is provided above and in plan. Street trees shall have 3" diameter of mulch around base of tree. No sod shall be allowed over tree roots until the roots have been established as to maximize growth rate and ensure survival for guarantee period

SHRUBS

REFER TO SHEETS L-102 AND L-104

IRRIGATION

REFER TO PERFORMANCE SPECIFICATIONS REQUIRED BY LANDSCAPE ARCHITECT ON PLANTING SCHEDULE, NOTES AND DETAILS SHEET WITHIN THIS SET

NOTE: refer to L103 for complete tree specifications and L104 for comparison to previously approved submission.



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Scale
AS SHOWN

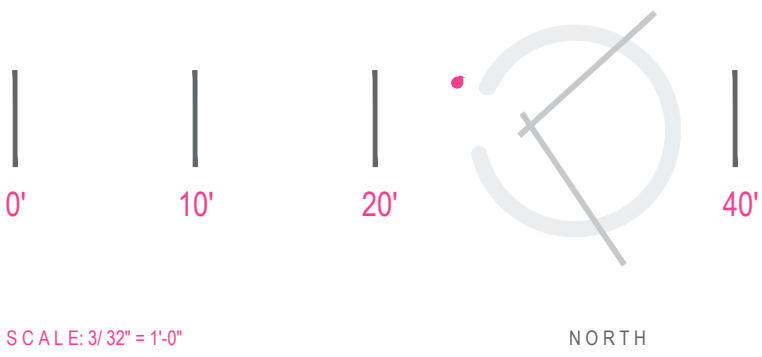
Project No.
2202

Sheet Name
First Floor Canopy
Planting Plan

Sheet No.

L-101

DRAWING SCALE AND NORTH ARROW:



new proposal



pigeon plum



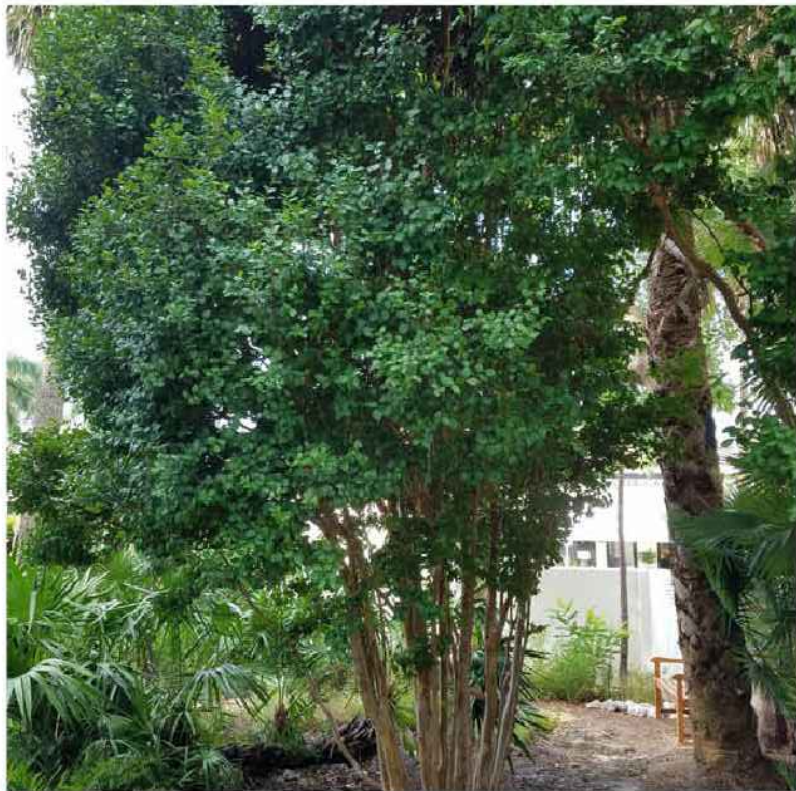
live oak



autograph tree (leaf , fruit)



autograph tree



simpson stopper



southern wax myrtle



pink plumeria (flower)



pink plumeria



pink trumpet tree



christmas palm



sabal palm



montgomery palm



lignum vitae (GO) - potential potted plant



orange geiger (street tree)

NOT FOR CONSTRUCTION

new proposal

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PLANT SCHEDULE



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Project

LA BAIA NORTH
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Revisions

Owner Information
CONTINUUM LLC
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Bay Harbour Islands, FL 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

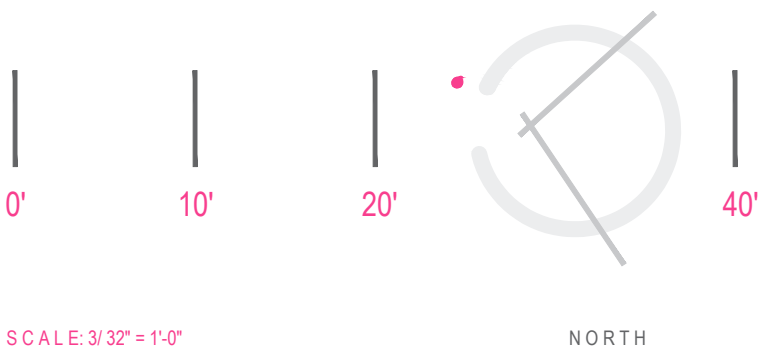
Sheet Name
First Floor Understory
Planting Plan

Sheet No.

L-102 i

SHRUBS			
QTY	SYM	Botanical Name	Common Name
245	FM	Ficus microcarpa	Green Island Ficus
37	NB	Nephrolepis biserrata	Sword Fern
99	GL	Gymnanthes lucida	Crabwood
9	SRC	Serenoa repens 'silver'	Silver Saw Palmetto
13	SRS	Serenoa repens	Green Saw Palmetto
53	ZP	Zamia pumila	Coontie
ACCENTS, VINES and GRASSES			
QTY	SYM	Botanical Name	Common Name
14	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea
29	MC	Muhlenbergia capillaris	Pink Muhly Grass
107	SP	Spartina patens	Saltmeadow Cordgrass
83	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris
GROUNDCOVERS			
QTY	SYM	Botanical Name	Common Name
64	LM	Liriope muscari	Big Blue Lilyturf
73	LN	Lysimachia nummularia	Creeping Jenny
42	PB	Philodendron Burle Marx	Burle Marx Philodendron
125	TA	Trachelospermum asiaticum	Asiatic Jasmine
500	SOD	Stenotaphrum secundatum	St. Augustine
1,780	SOD	Stenotaphrum secundatum	St. Augustine

DRAWING SCALE AND NORTH ARROW:



The site plan illustrates a proposed building layout within a rectangular plot. The building footprint is centrally located, featuring a main entrance with a canopy, multiple interior courtyards, and a central atrium. Surrounding the building are various parking areas, including a large lot to the north and a smaller lot to the south. Landscaping is indicated by numerous circular symbols representing trees and shrubs, with specific plant codes (e.g., SRS, MC, ZP, LN) provided. The plan also shows setbacks from the property lines, with a 10'-0" side setback noted on the left and right. A north arrow is located in the upper right corner. The overall design emphasizes a mix of built and natural space.

DRAWING SCALE AND NORTH ARROW:



project

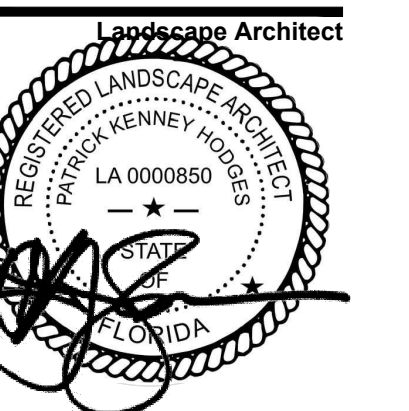
9401 EAST BAY HARBOR DR.
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LA-0000850

SITE PLAN REVISION

Date
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Scale
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Project No.
2202

Sheet Name
First Floor Understory
Planting Plan

Sheet No.

L-102

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NOT FOR CONSTRUCTION

new proposal



green island ficus



sword fern



crabwood (hedge)



silver saw palmetto



green saw palmetto



coontie



bougainvillea



pink muhly grass



saltmeadow cordgrass



giant iris



big blue liriopse



creeping jenny



philodendron burle marx



asiatic jasmine

right studios

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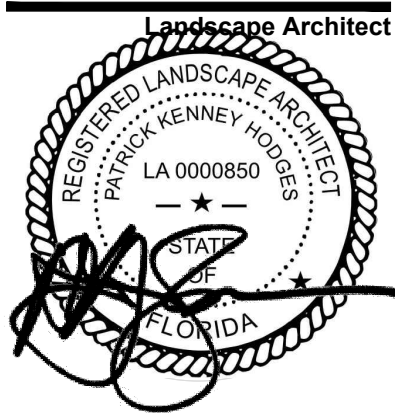
Project

LA BAIA NORTH
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Patrick K. Hodges
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SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
First Floor Understory
Plant Image Board

Sheet No.

L-102 p

GENERAL NOTES AND REQUIREMENTS

- The contractor is responsible for obtaining any permits or approvals from the federal, state or local government required for the work included in this contract and on these drawings.
- Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, etc., prior to landscape or irrigation installation
- Stake out all tree & large shrub locations for la and owner review and approval prior to excavation or planting. Plan locations are subject to field adjustment by the la.
- The contractor shall install an irrigation system as needed to provide a complete working system and as required to ensure 100% coverage of all new planting and sodded lawn areas. See irrigation plan by the landscape architect.
- Install only plants graded florida no.1 or better as set forth in the florida department of agriculture 'grades and standards for nursery plants" second edition feb. 1998 including revisions and which meet or exceed the sizes indicated in the planting schedule and details.
- Plant shrubs in circular pits with a diameter 16" greater than rootball or container. Plant trees in circular pits with a diameter 36" greater than rootball or container,. Place plants with best "face" forward.
- Fertilize all trees with agriform 21 gram tablets, slow-release 20-10-5 analysis with one tablet per 1/2" of trunk diameter.
- Backfill all planting pits with the following mixture ; 1/2 onsite soil, 1/2 clean friable topsoil. Submit topsoil sample and soil test analysis for approval by landscape architect, (see planting details). Remove excess soil excavated from plant pit from the site or distribute on-site as directed by l.a.
- Apply "diehard transplant" mycorrhizal inoculant and 100% organic starter fertilizer to each new tree planted and shrub/groundcover beds in accordance with the manufacturer's recommendations i.e. 8 oz. Per 2" caliper, 3 lbs/100 s.f. area, etc... Contact horticultural alliance, inc. Sarasota, fl. 34277 800-628-6373
- Fertilize all planting beds with osmocote 14-14-14 slow-release fertilizer at the rate of 16 pounds per 1,000 square feet. Furnish receipts for material used.
- Treat all planting beds with pre-emergent and post-emergent herbicides according to the manufacturer's specifications. Submit receipts for materials used.
- Mulch planting beds to a minimum 2 1/2" compacted thickness with pine straw, free of weeds.
- Sod all disturbed areas which do not have shrub or groundcover plantings indicated with solid sod laid with closely abutting joints. Fertilize after installation with a slow-release formula.
- Contractor shall verify all plant quantities based on the quantities in place as indicated on the plans and provide composite unit prices for each plant including all costs for materials and installation; i.e., labor, mulch, fertilizer, watering, staking, herbicides, mowing, weeding, site preparation, etc.
- Fertilize palms with palmgain 8-2-12 formula as manufactured by bgi www.bgi-usa.com per manufacturer recommened rate.
- Notify the owner and landscape architect of any unforeseen conditions, i.e., compacted soil / subgrade, poor drainage, unconsolidated soil, erosion, utility conflicts, excessive sun or shade, etc., prior to proceeding with landscape installation.
- Guarantee all plants for one year.
- All plants, materials and workmanship are subject to the approval of the landscape architect and owner.
- Do not make substitutions or revisions, any revision or modifications to the landscape plan must have prior approval by the landscape architect & owner
- Maintain all planting including watering, mowing, mulching, weed, pest control, etc. Until final acceptance by the owner.
- Non-woven geo-textile product installation per manufacturers specifications. Any alternates to the specified products shall be submitted to landscape architect for approval prior to procurement.

IRRIGATION

IRRIGATION SYSTEM NOTES AND REQUIREMENTS:

the contractor shall install an automatic underground irrigation system with a minimum of two bubblers or drip emitters at each new tree and palm location and with sprayheads to ensure 100% coverage of all planting bed areas and rotors for complete coverage of all sodded lawn areas within the limits of work for this project (refer to plan provided by landscape architect).

the contractor shall submit shop drawings of the irrigation system for review and approval by the landscape architect and owner prior to the award of the landscape and irrigation contract.

the shop drawings for the irrigation system shall include a backflow preventer, lightning protection, a "smart" controller, moisture-sensing devices, piping, heads, valves and all other equipment required by local codes and as necessary for a complete working system.

the contractor shall provide an operations manual to the owner and landscape architect prior to completion of the irrigation system installation and shall demonstrate and instruct the owner's maintenance provider in the complete operation of the system.

PLANT SCHEDULE

TREES				
QTY	SYM	Botanical Name	Common Name	Specifications
2	QV	Quercus virginiana	Live Oak	FG, 8" min. cal, 18' ht min. 12' sp min. 6' min. CT
2	CR	Clusia rosea	Autograph Tree	FG, 8" min. cal, 18' ht min. 12' sp min. 6' min. CT
6	CS	Cordia sebestena	Orange Gieger Tree	FG, 3" min. cal, 12'-14' ht min. 6' min. sp, 6' min. CT (street tree)
13	EF	Myrcianthes fragrans	Simpson's Stopper	45 gal, Multi-trunk, 8-10 ft ht, 4'-6' sp (accent non-tree count)
8	CD	Coccoloba diversifolia	Pigeon Plum	FG, 4" min. cal, (2) 18' ht min. 8' sp (6) 14'-16'ht 6' sp, 6' min. CT
6	MC	Myrica cerifera	Florida Privet	FG, Multi-trunk, 12'-14' ht min. 12' sp 6' min CT
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree	65 gal, 8' ht, 6' spr (accent non-tree count)
2	TC	Tabebuia chrysotricha	Golden Trumpet Tree	FG, Grade #1, 5" min. cal, 16'-18' ht x 6'-8' sp, 6' min. CT
PALMS				
QTY	SYM	Botanical Name	Common Name	Specification
12	AM	Adonidia Merrillii	Christmas Palm	FG, singles 14'-20' hts (see plan) 4" min. cal
14	SP	Sabal palmetto	Sabal Palm	FG, 14'-24' hts (see plan) 12" min. cal (booted)
12	VM	Veitchia montgomeryana	Montgomery Palm	FG, singles 18'-24' hts (see plan) 4" min. cal
SHRUBS				
QTY	SYM	Botanical Name	Common Name	Specification
245	FM	Ficus microcarpa	Green Island Ficus	7 gal 24"x24" full
37	NB	Nephrolepis biserrata	Sword Fern	7 gal 30"x 30" full
99	GL	Gymnanthes lucida	Crabwood	15 gal, 5'-6' ht, 24" min. spr (36" o.c. spacing max.)
9	SRC	Serenoa repens 'silver'	Silver Saw Palmetto	25 gal, 3'x3' full
13	SRS	Serenoa repens	Green Saw Palmetto	25 gal, 3'x3' full
53	ZP	Zamia pumila	Coontie	7 gal, 30"x30" full
ACCENTS, VINES and GRASSES				
QTY	SYM	Botanical Name	Common Name	Specifications
14	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea	15 gal, 7'-8' ht trellis
29	MC	Muhlenbergia capillaris	Pink Muhly Grass	7 gal 30"x30" full
107	SP	Spartina patens	Saltmeadow Cordgrass	7 gal 24" x 24"
83	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris	7 gal 24"x24" full
GROUNDCOVERS				
QTY	SYM	Botanical Name	Common Name	Specifications
64	LM	Liriope muscari	Big Blue Lilyturf	7 gal 24"x24" full
73	LN	Lysimachia nummularia	Creeping Jenny	1 gal 12"x12" full
42	PB	Philodendron Burle Marx	Burle Marx Philodendron	7 gal 24"x24" full
125	TA	Trachelospermum asiaticum	Asiatic Jasmine	1 gal 12"x12" full
500	SOD	Stenotaphrum secundatum	St. Augustine	REAR LOT - solid sod, butt jointed, no gaps
1,780	SOD	Stenotaphrum secundatum	St. Augustine	ROW - solid sod, butt jointed, no gaps, not within 3' dia of tree trunks

N = Native Species



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Project

LA BAIA NORTH

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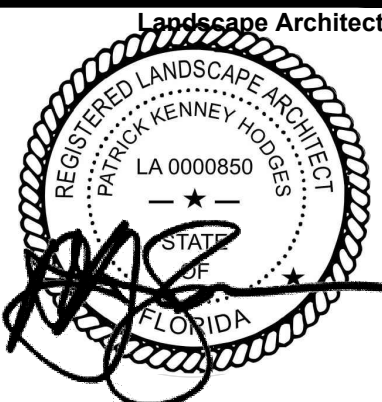
Revisions

Owner Information

CONTINUUM LLC

9201 East Bay Harbour Dr
Bay Harbour Islands, FI 33154
305.861.8181

Consultant



Patrick K. Hodges

LA-0000850

SITE PLAN REVISION

Date

05.17.22

Scale

AS SHOWN

Project No.

2202

Sheet Name

Planting Schedule, Notes &
Specifications

Sheet No.

L-103

previously approved

LANDSCAPE LEGEND
CITY OF BAY HARBOR

INFORMATION REQUIRED TO BE PERMANENTLY AFFIXED TO PLANS
Zoning District RM-1 Lot Area 33,750 SF

Acres .77

OPEN SPACE

- A. Square feet of required Open Space as indicated on site plan:
Lot Area = 33,750 s.f.x 20 % = 6,750 s.f.
- B. Square feet of parking lot open space required as indicated on site plan:
Number of parking spaces N/A x 10 s.f. parking space =
- C. Total square feet of landscaped open space required: A+B=

REQUIRED	PROVIDED
<u>6,750 SF</u>	<u>8,494 SF</u>
<u>N/A</u>	<u>N/A</u>
<u>6,750 SF</u>	<u>9,716 SF</u>

LAWN AREA CALCULATION

- A. Total Square feet of landscaped open space required by Chapter 33
- B. Maximum lawn area (sod) permitted= 20% % = 1,350 s.f.

<u>6,750 SF</u>	<u>8,494 SF</u>
<u>1,350 SF</u>	<u>650</u>

TREES

- A. Number of trees required per lot or net lot acre, less existing number of trees meeting minimum requirements=
28 trees x .77 net lot acres - number of existing trees=
- B. Street Trees (maximum average spacing of 35' o.c.)
225 linear feet along street divided by 35'=
- Palms allowed as street trees (3:1 ratio)
- Street tree species allowed directly beneath power lines:
(maximum average spacing of 25' o.c.):
225 linear feet along street divided by 25'=

<u>22</u>	<u>23</u>
<u>7</u>	<u>6</u>
<u>6</u>	<u>6</u>
<u>N/A</u>	<u>N/A</u>

TOTAL STREET TREES REQUIRED

<u>7</u>	<u>7</u>
----------	----------

TOTAL TREES REQUIRED

<u>29</u>	<u>44</u>
-----------	-----------

TOTAL NEW TREES REQUIRED

<u>29</u>	<u>44</u>
-----------	-----------

- C. 25% Palm species allowed (three palms = one tree) Palms provided:
- D. % Natives required: Number of trees provided x 50% =
- E. % Low maintenance / drought and salt tolerant required:
Number of trees provided x 50%=

<u>15 max.</u>	<u>15</u>
<u>15</u>	<u>25</u>
<u>15</u>	<u>34</u>

SHRUBS

- A. Total number of trees required x 10 = the number of shrubs required:
- B. The total number of shrubs required x 30% = the number of native shrubs required:
- C. The total number of shrubs required x 50% = the number of drought shrubs required:

<u>346</u>	<u>379</u>
<u>104</u>	<u>267</u>
<u>not provided</u>	<u>not provided</u>

IRRIGATION

AUTOMATIC IRRIGATION REQUIRED

<u>YES</u>	<u>YES</u>
------------	------------

REQUIRED TREE SIZES FOR 5+ STORY BUILDING

25% Trees @ 18'-20' x 7' or Palms @ 22'-28':

<u>10</u>	<u>15</u>
-----------	-----------

50% Trees @ 16'-18' x 7' or Palms @ 22'-28':

<u>19</u>	<u>16</u>
-----------	-----------

25% Trees @ 12'-5' (min. req.) or Palms @ 14'-18':

<u>10</u>	<u>31</u>
-----------	-----------

new proposal

LANDSCAPE LEGEND
TOWN OF BAY HARBOR ISLAND

LANDSCAPE CODE (SEC. 24-16) REQUIREMENTS LEGEND (WORKSHEET)
Multi-Family Residential - Townhouse Sites (RM-1, RM-2, RM-3)

Site Address 9461 East Bay Harbor Drive

Net Lot Area 33,750 SF Acres .77

A. Open Space Requirement:

Lot Area = 33,750 SF sf x 20 % = 6,750 sf

REQUIRED	PROVIDED
<u>6,750 SF</u>	<u>8,851 SF</u>

B. Maximum Lawn Area Allowed

allowed open space _____ sf x 60%= _____ sf

<u>5,310 SF</u>	<u>500 SF</u>
-----------------	---------------

C. Shade Trees Required

1. 28 trees / acre x .77 acers = 22
2. Native Species Required - 50%
of Trees req. 22 x 50% = 11
3. Drought Tolerant and Low Maintenance Species Required - 50%
of Trees req. 22 x 50% = 11

<u>22</u>	<u>12 palms = (4 trees) + 20 trees (24 total)</u>
<u>11</u>	<u>20</u>
<u>11</u>	<u>20</u>

D. Street Trees Required

Measured @ 1:35 lineal feet of frontage
Width of lot 225 / 35' = 6
Note: Street trees do not count towards required on-site lot trees
Note: Street tree species determined by Town Street Tree Master Plan.

<u>6</u>	<u>6</u>
----------	----------

E. Shrubs Required

1. 10 shrubs x required trees
2. Native Species Required - 30%
3. Drought Tolerant and Low Maintenance Species Required - 50%

<u>220</u>	<u>456</u>
<u>66</u>	<u>211</u>
<u>110</u>	<u>456</u>

F. Parking Lot Landscaping (N/A)

REQUIRED TREE SIZES FOR 5+ STORY BUILDING

25% Trees @ 18'-20' x 7' or Palms @ 22'-28':

<u>6</u>	<u>6</u>
----------	----------

50% Trees @ 16'-18' x 7' or Palms @ 22'-28':

<u>12</u>	<u>12</u>
-----------	-----------

25% Trees @ 12'-5' (min. req.) or Palms @ 14'-18':

<u>6</u>	<u>6</u>
----------	----------

(per provided trees required above in C-1)



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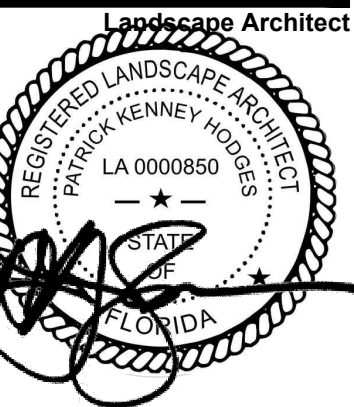
Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
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SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Plant Legend Comparison

Sheet No.

L-104

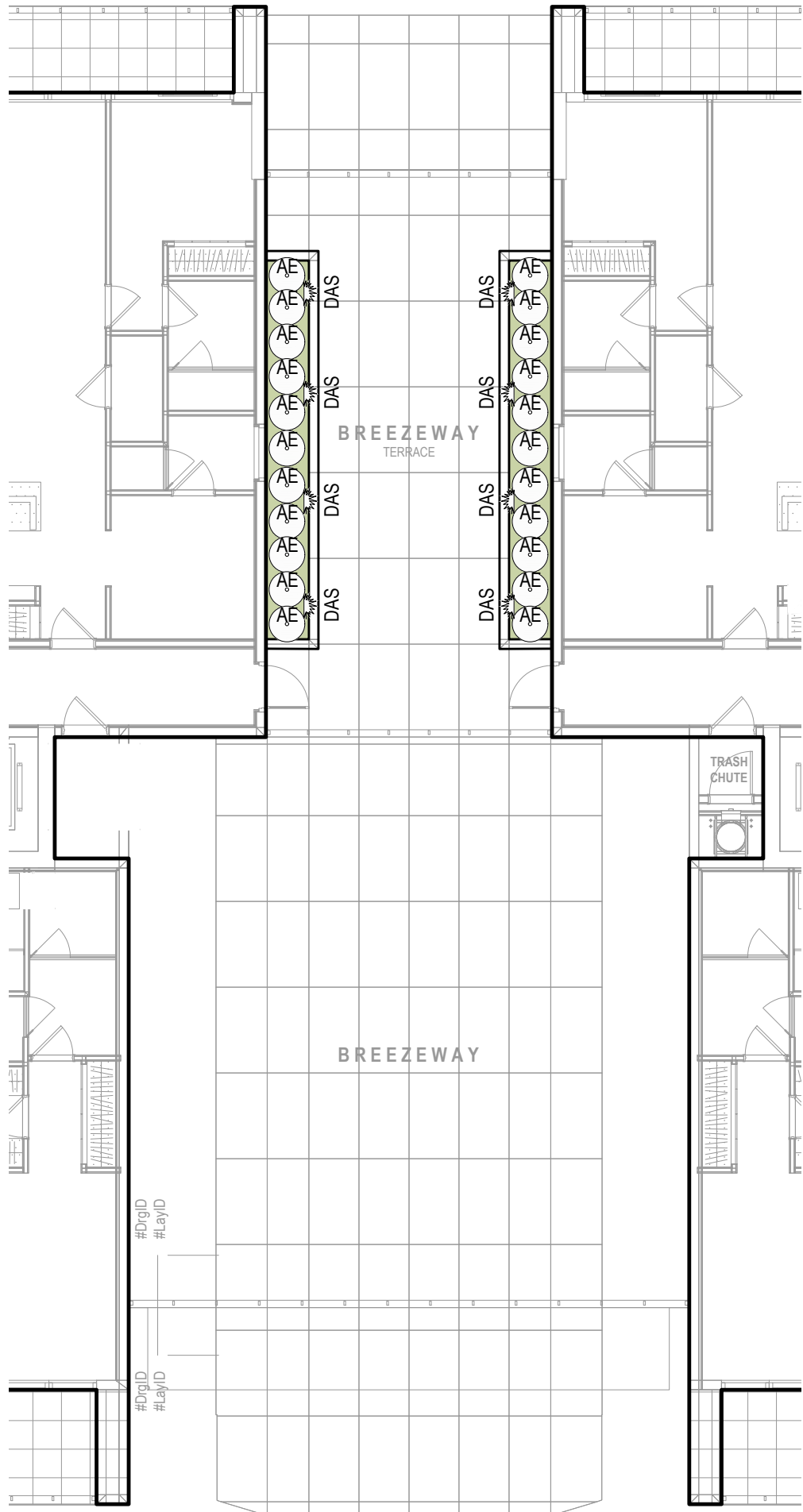
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NOT FOR CONSTRUCTION

previously approved

N/A

new proposal



PLANT SCHEDULE



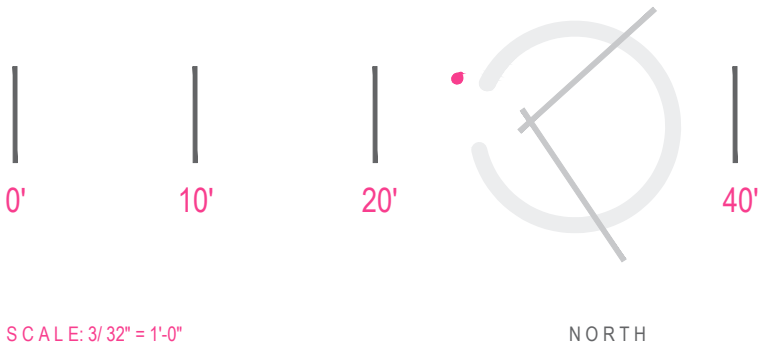
DAS / 8 - dichondra silver falls



AE / 22 - cast iron plant

NOTE: refer to plant specifications, notes and details on sheet L-XXX

DRAWING SCALE AND NORTH ARROW:



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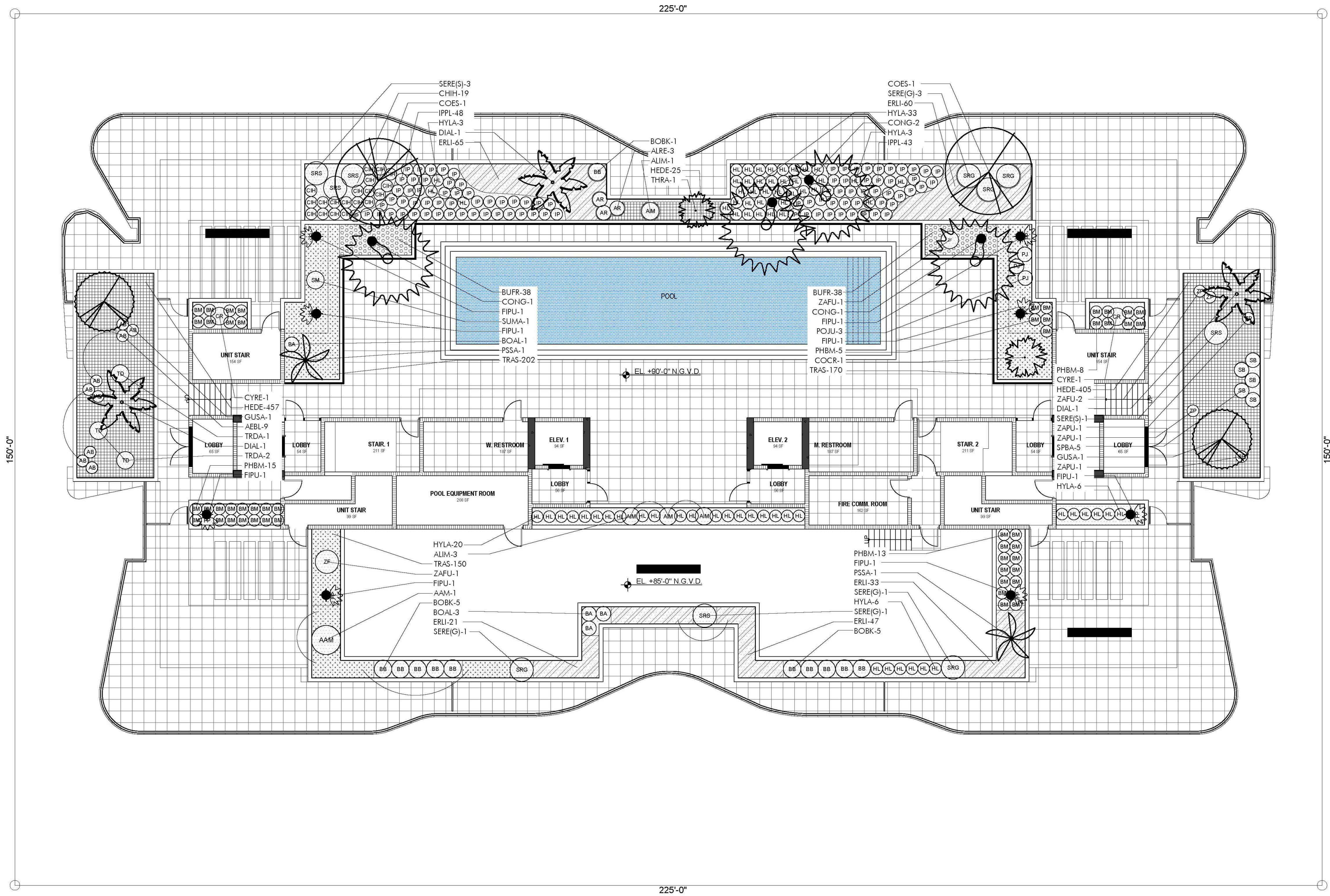
Sheet Name
Third Floor Understory
Planting Plan

Sheet No.

L-105

previously approved

PLANT LIST - ROOF LEVEL				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
COES	Conocarpus erectus 'Sericous'	2	ea.	8' x 6', multi-trunk, lifted to tree form
GUSA	Guaiacum sanctum ...Ugrium vitae	2	ea.	7' tall x 5' spread
PALMS				
KEY	PLANT NAME	QTY.	UT.	SIZE
COING	Cocos nucifera 'Maypan'	5	ea.	6' GVW, curved trunks, lean 5° where shown on plan
COCR	Coccothrinax ornata ...Old Man Palm	1	ea.	5' tall OIA
DIAL	Dichaspermum album ...Hurricane Palm	3	ea.	6-7' tall overall
PSSA	Pseudophoenix sargentii ...Buccanier Palm	2	ea.	6' Tall OIA
THRA	Thrinax radiata ...Green Thatch Palm	1	ea.	6-7' tall overall
SHRUBS AND GROUNDCOVERS				
KEY	PLANT NAME	QTY.	UT.	SIZE
AEBL	Aschmea blanchetiana 'Orange Form'	9	ea.	24'x24', Orange Color
AGAM	Agave americana ...Blue Agave	1	ea.	36'x36'
ALIM	Alcantarea imperialis ...Imperial Bromeliad	4	ea.	30" x 30"
ALRE	Alcantarea reginae ...Bromeliad	3	ea.	24" x 24"
BOAS	Bougainvillea 'Alabama Sunset'	4	ea.	24'x24"
BOBK	Bougainvillea 'Barbara Kant'	11	ea.	24" x 24"
BUFR	Bulbine frutescens 'Hallmark'	76	ea.	1 gallon cans, 12" o.c.
CHIH	Chrysobalanus icaya 'Horizontal'	19	ea.	12" x 18"
ERU	Erinacea littoralis ...Golden Creeper	226	ea.	3 gallon cans, 18" o.c.
FIPU	Ficus pumila ...Creeping Fig	8	ea.	3 gal cans, full, install against columns
HEDE	Heliopsis scabra ...Beach Sunflower	887	ea.	1 gallon cans, 12" o.c.
HYLA	Hymenocallis latifolia ...Spider Lily	70	ea.	3 gallon cans, full
IPPC	Ipomoea pes-caprae ...Railroad Vine	91	ea.	3 gallon cans, 18" o.c.
PHBM	Philodendron 'Burlie Marx'	49	ea.	18'x18"
POJU	Purpurea 'Jungle'	3	ea.	24'x24"
SERE(G)	Serenia repens 'Green'	5	ea.	24" x 24", Green color
SERE(S)	Serenia repens 'Silver'	5	ea.	24" x 24", Silver color
SPBA	Spartina bakeri ...Card Grass	5	ea.	3 gallon cans, full
SUMA	Suriana maritima ...Bay cedar	1	ea.	30" x 30"
TRAS	Trachelospermum asiaticum ...Asiatic Jasmine	522	ea.	1 gal cans, full, install 12" o.c.
TRDA	Tripsacum dactyloides ...Falschbitcher Grass	3	ea.	3 gallon cans, full
ZAFU	Zamia furfuracea ...Cardboard Palm	2	ea.	36'x36'
ZAPU	Zamia pumila ...Coastal	5	ea.	24'x24"
MISCELLANEOUS				
	GSA Roof Planter Soil Mix	395	c.y.	
	25% Coarse Sand			
	25% Medium Sand			
	20% River Rock			
	30% Florida Peat			
	Shredded Mulch	21	c.y.	2" layer in all shrub beds



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LANDSCAPE ARCHITECT:
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patrick@phlandstudio.com

Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FL 33154
305.861.8181

Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

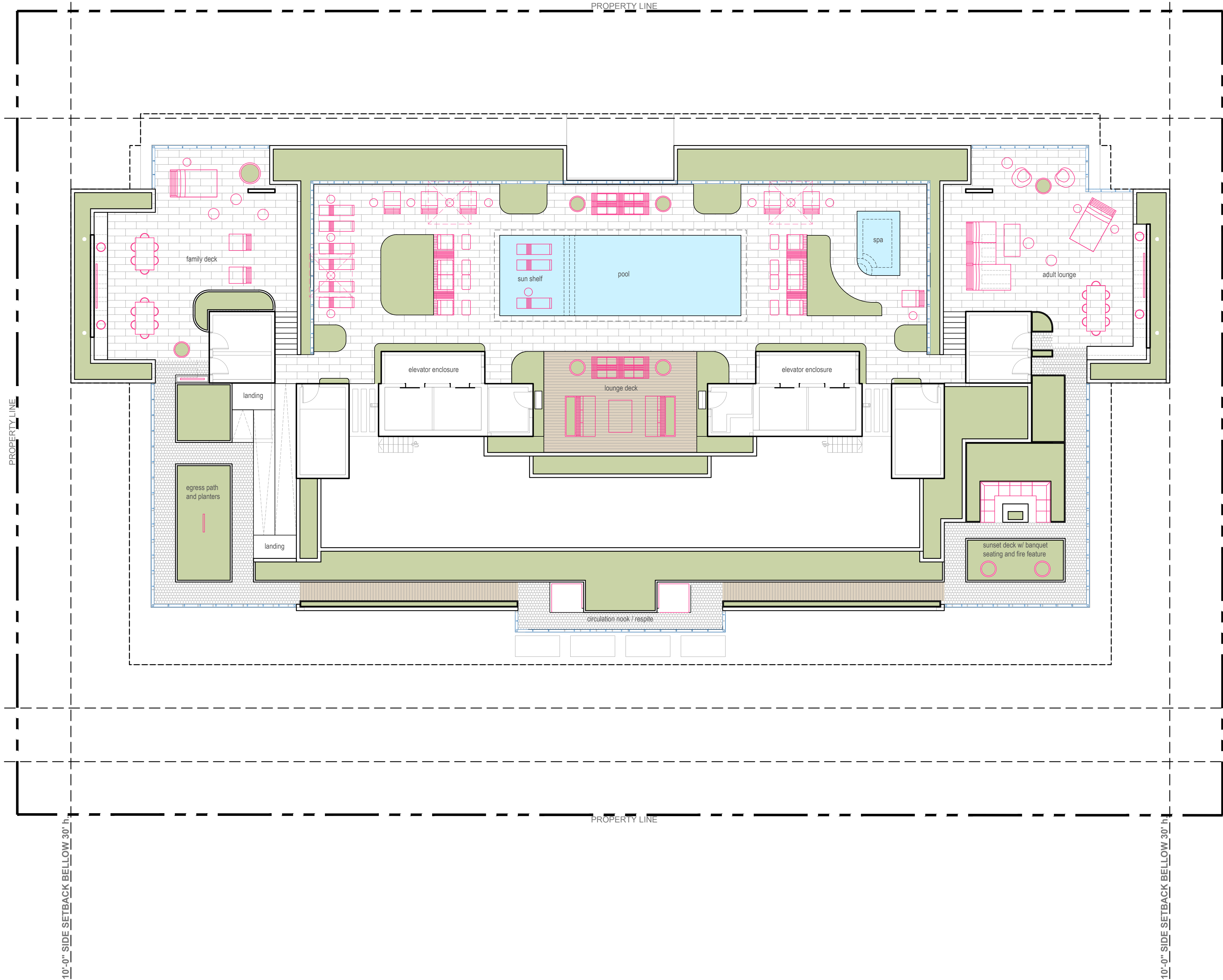
Sheet Name
Previously Approved
Roof Landscape Plan

Sheet No.

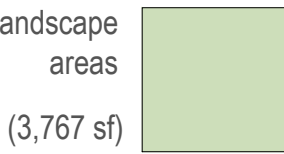
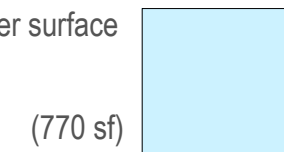
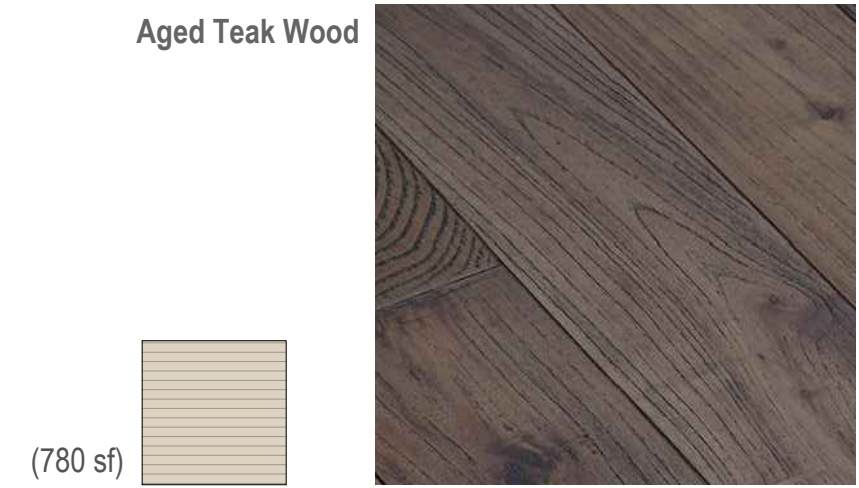
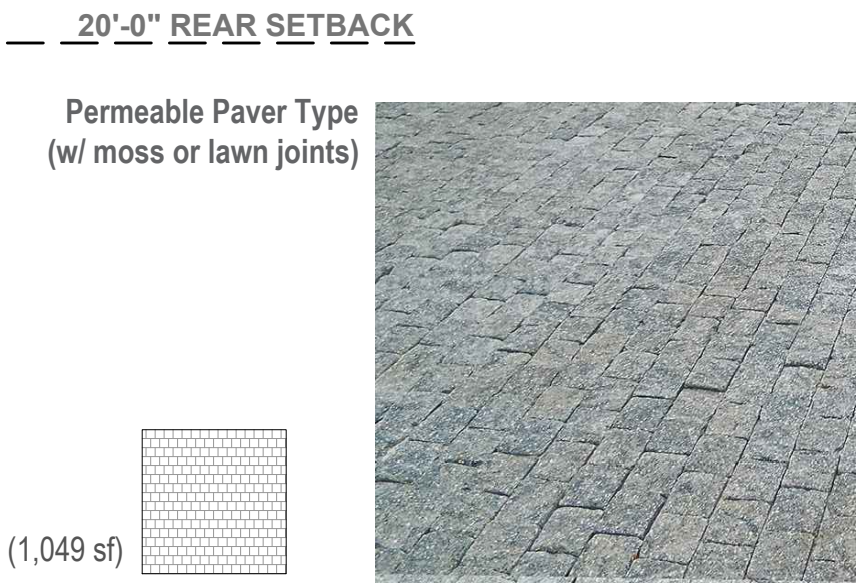
L-107-PA

new proposal

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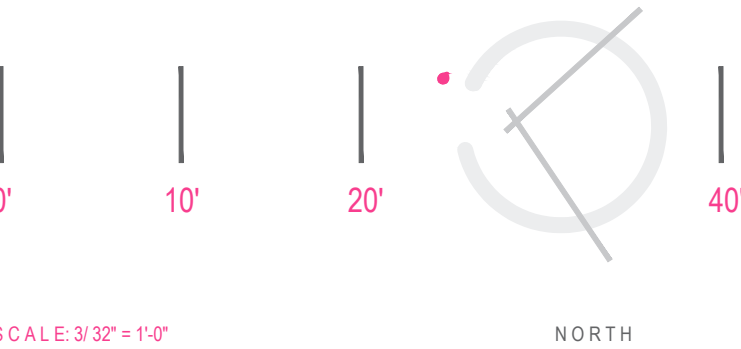
MATERIAL LEGEND



LANDSCAPE SITE CALCULATIONS:

total roof	16,125 sf	
required landscape area	2,419 sf	15%
provided landscape area	3,767 sf	23.3%

DRAWING SCALE AND NORTH ARROW:



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Consultant

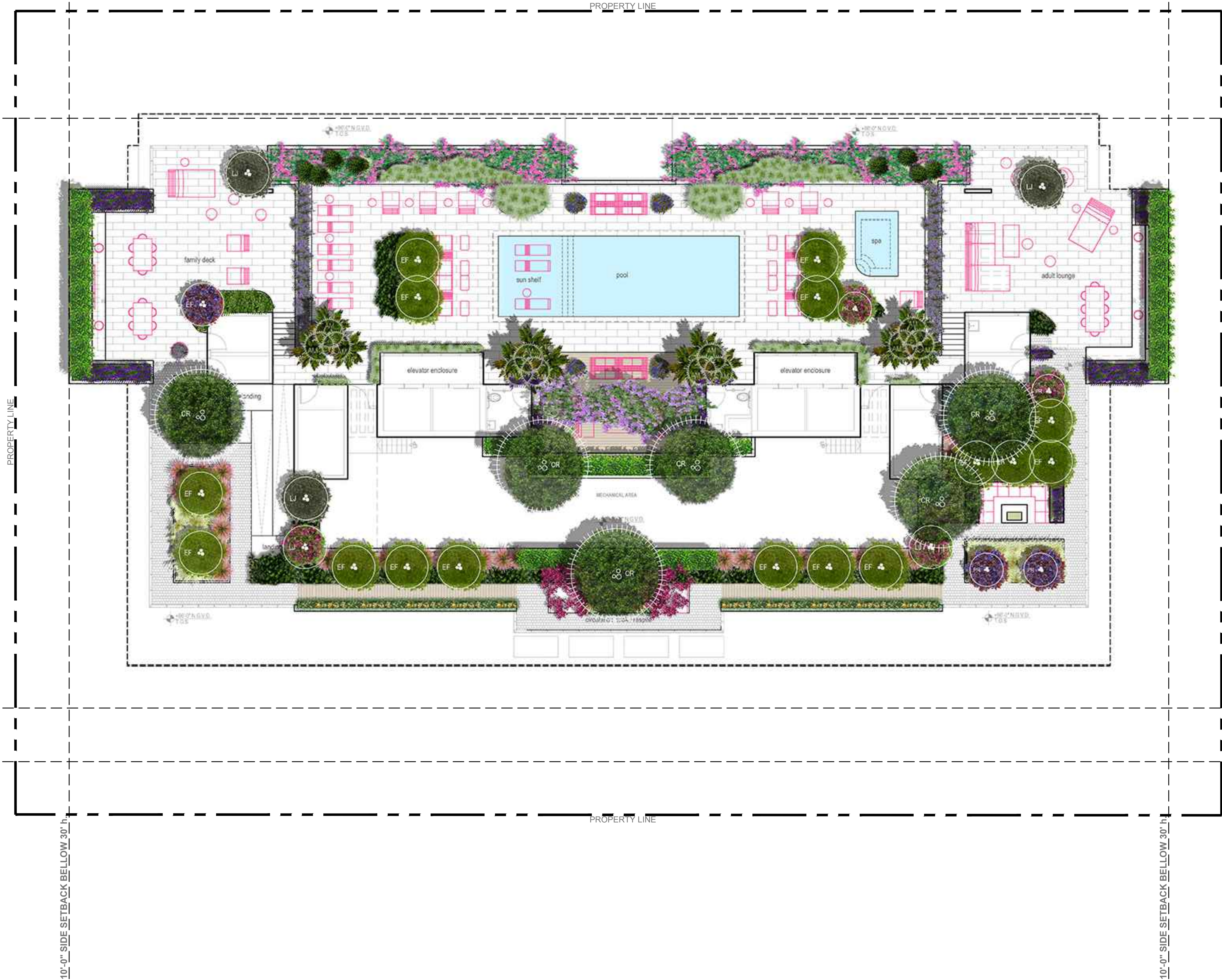


Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date	05.17.22
Scale	AS SHOWN
Project No.	2202
Sheet Name	Roof Site & Hardscape Plan
Sheet No.	

L-106

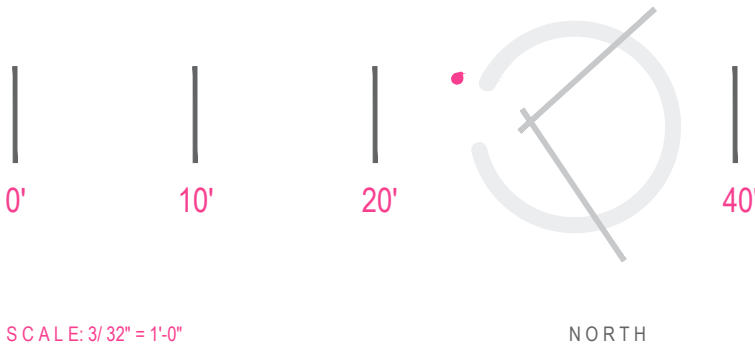


PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
6	CR	Clusia rosea	Autograph Tree
17	EF	Myrcianthes fragrans	Simpson's Stopper
5	U	Ligustrum japonicum	Japanese Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
TREE and PALMS ALTERNATES			
QTY	SYM	Botanical Name	Common Name
12	VM	Veitchia Montgomeriana	Montgomery Palm
TBD	GO	Gualacum officinale	Lignum Vitae (option)

Alternate suggestions shall be approved by city of Bay Harbor prior to permit and installation. Alternate symbols above are placed next to options for alternates with corresponding letter tag

DRAWING SCALE AND NORTH ARROW:



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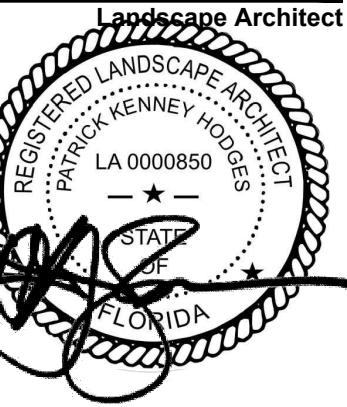
Project

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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Roof Level Canopy
Planting Plan

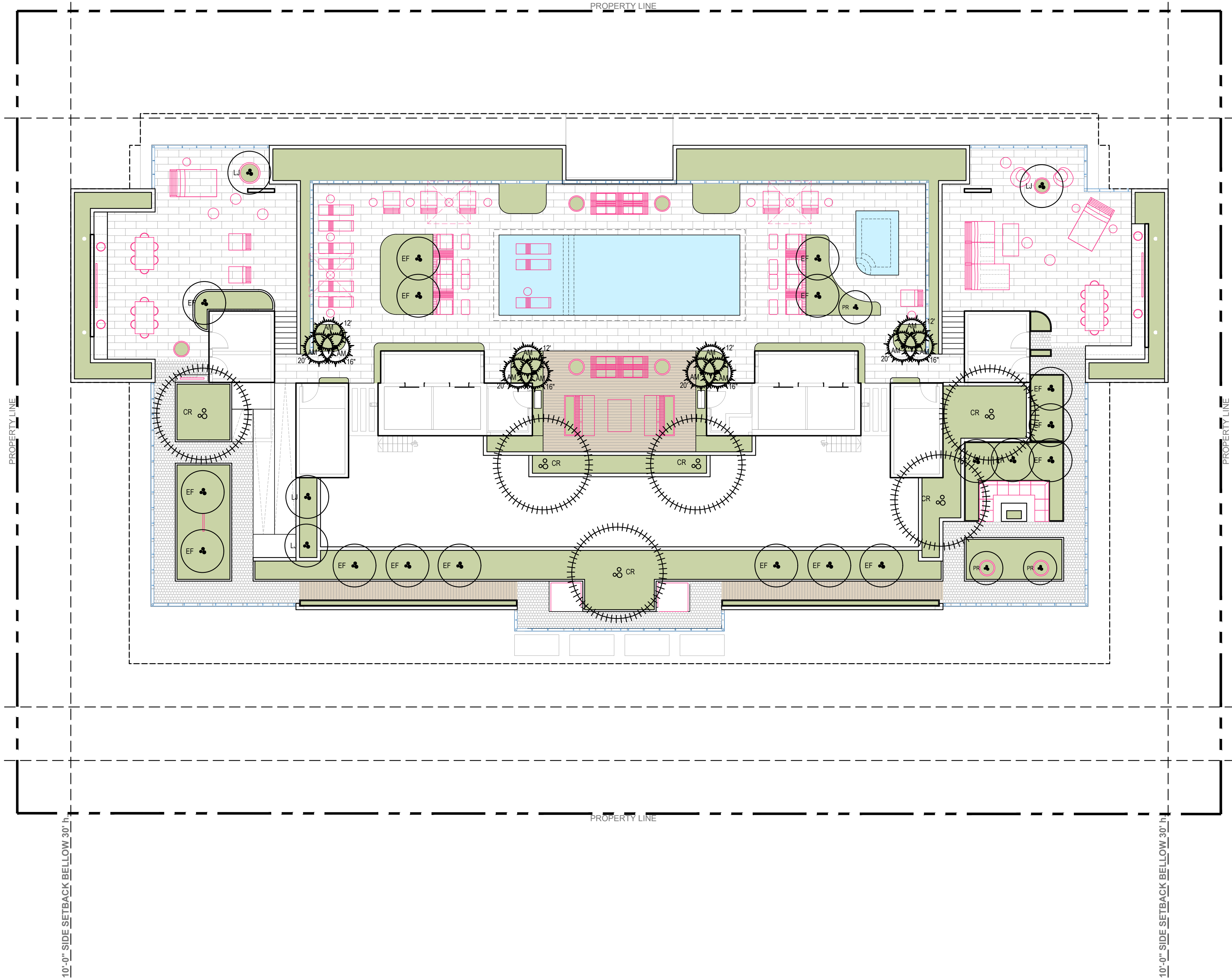
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L-107 i

NOT FOR CONSTRUCTION

new proposal

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PLANT SCHEDULE

TREES			
QTY	SYM	Botanical Name	Common Name
6	CR	Clusia rosea	Autograph Tree
17	EF	Myrcianthes fragrans	Simpson's Stopper
5	U	Ligustrum japonicum	Japanese Privet
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree
PALMS			
QTY	SYM	Botanical Name	Common Name
12	AM	Adonidia Merrillii	Christmas Palm
TREE and PALMS ALTERNATES			
QTY	SYM	Botanical Name	Common Name
12	VM	Veitchia Montgomeriana	Montgomery Palm
TBD	GO	Gualacum officinale	Lignum Vitae (option)

right studios

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Revisions

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Consultant

Landscape Architect
REGISTERED LANDSCAPE ARCHITECT
PATRICK KENNEY HODGES
LA 0000850
FLORIDA

Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

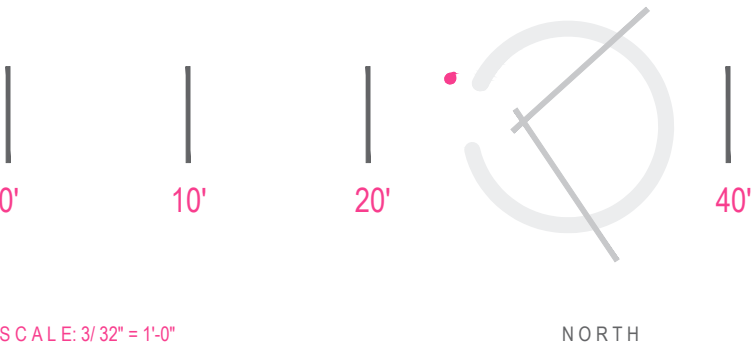
Project No.
2202

Sheet Name
Roof Level Canopy
Planting Plan

Sheet No.

L-107

DRAWING SCALE AND NORTH ARROW:



SCALE: 3/32" = 1'-0"

NORTH

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autograph tree (leaf , fruit)



autograph tree



simpson stopper



lignum vitae



ligustrum



pink plumeria (flower)



pink plumeria



christmas palm



montgomery palm

right studios

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Consultant

Landscape Architect

REGISTERED LANDSCAPE ARCHITECT
PATRICK KENNEY HODGES
LA 0000850
FLORIDA

Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

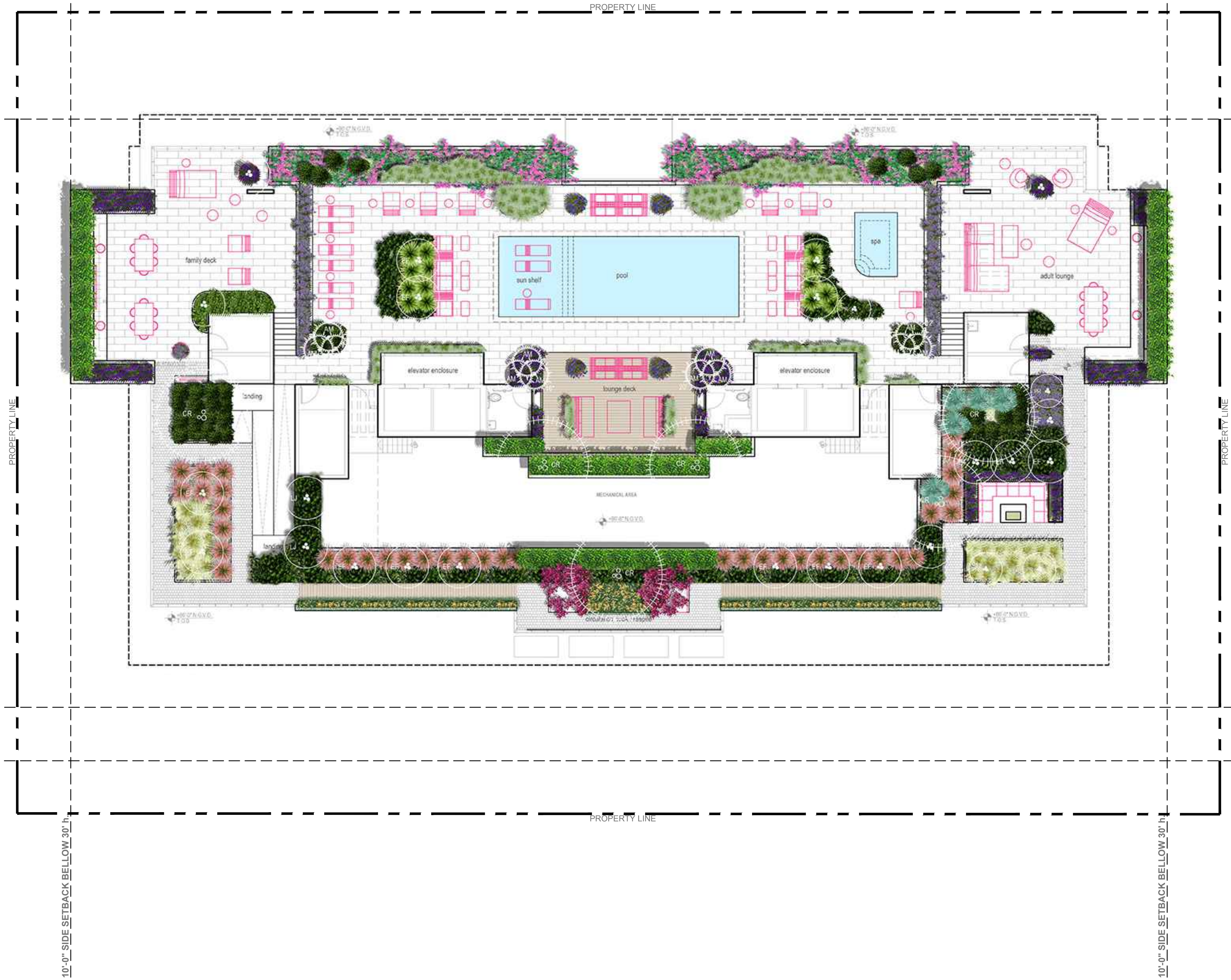
Scale
AS SHOWN

Project No.
2202

Sheet Name
Roof Level Canopy
Plant Image Board

Sheet No.

L-107 p



PLANT SCHEDULE

SHRUBS			
QTY	SYM	Botanical Name	Common Name
56	CG	Clusia Guttifera	Clusia hedge
164	FM	Ficus microcarpa	Green Island Ficus
5	SRS	Serenoa repens 'silver'	Silver Saw Palmetto
43	ZP	Zamia pumila	Coontie
ACCENTS, VINES and GRASSES			
QTY	SYM	Botanical Name	Common Name
4	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea
500	IP	Ipomoea Pes-caprae	Rail Road Vine
49	MC	Muhlenbergia capillaris	Pink Muhly Grass
6	SL	Salvia leucantha	Mexican Sage
41	SP	Spartina patens	Saltmeadow Cordgrass
13	TD	Tripsacum dactyloides	Fakahatchee Grass
GROUNDCOVERS			
QTY	SYM	Botanical Name	Common Name
135	BF	Bulbine frutescens 'orange'	Orange Bulbine
92	LM	Liriope muscari	Big Blue Lilyturf
20	LN	Lysimachia nummularia	Creeping Jenny
39	NC	Neomarica caerulea 'Regina'	Giant Agostie Iris
334	OJ	Ophiopogon japonicus	Mondo Grass
17	PB	Philodendron Burle Marx	Burle Marx Philodendron

right studios

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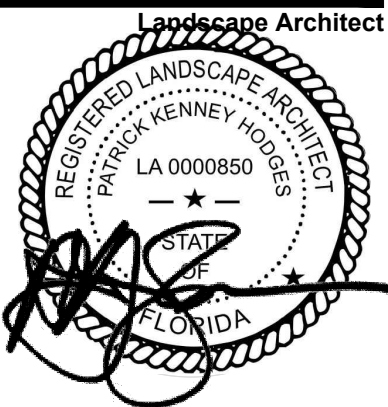
Project

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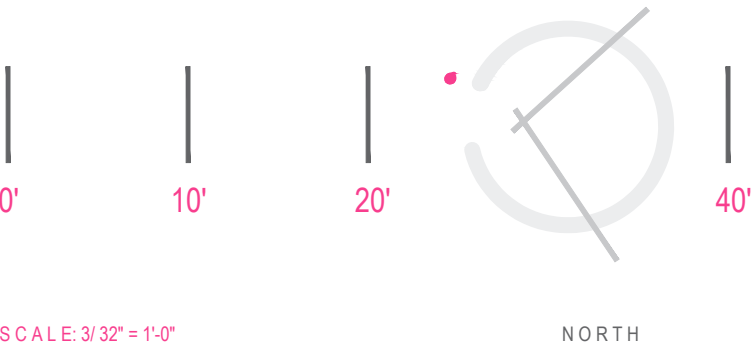
Project No.
2202

Sheet Name
Roof Level Understory
Planting Plan

Sheet No.

L-108 i

DRAWING SCALE AND NORTH ARROW:





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Project

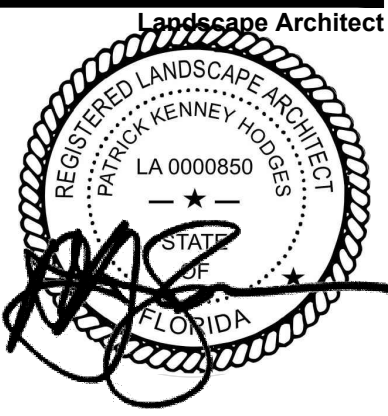
LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

SHRUBS		
QTY	SYM	Botanical Name
56	CG	Clusia Guttifera
164	FM	Ficus microcarpa
5	SRS	Serenoa repens 'silver'
43	ZP	Zamia pumila
COMMON NAME		
		Clusia hedge
		Green Island Ficus
		Silver Saw Palmetto
		Coontie
ACCENTS, VINES and GRASSES		
QTY	SYM	Botanical Name
4	BA	Bougainvillea 'Afterglow'
500	IP	Ipomoea Pes-caprae
49	MC	Muhlenbergia capillaris
6	SL	Salvia leucantha
41	SP	Spartina patens
13	TD	Tripsacum dactyloides
COMMON NAME		
		After Glow Bougainvillea
		Rail Road Vine
		Pink Muhly Grass
		Mexican Sage
		Saltmeadow Cordgrass
		Fakahatchee Grass
GROUNDCOVERS		
QTY	SYM	Botanical Name
135	BF	Bulbine frutescens 'orange'
92	LM	Liriope muscari
10	LN	Lysimachia nummularia
39	NC	Neomarcia oerulesa 'Regina'
334	OJ	Ophiopogon japonicus
17	PB	Philodendron Burle Marx
COMMON NAME		
		Orange Bulbine
		Big Blue Lilyturf
		Creeping Jenny
		Giant Apostle Iris
		Mondo Grass
		Burle Marx Philodendron

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
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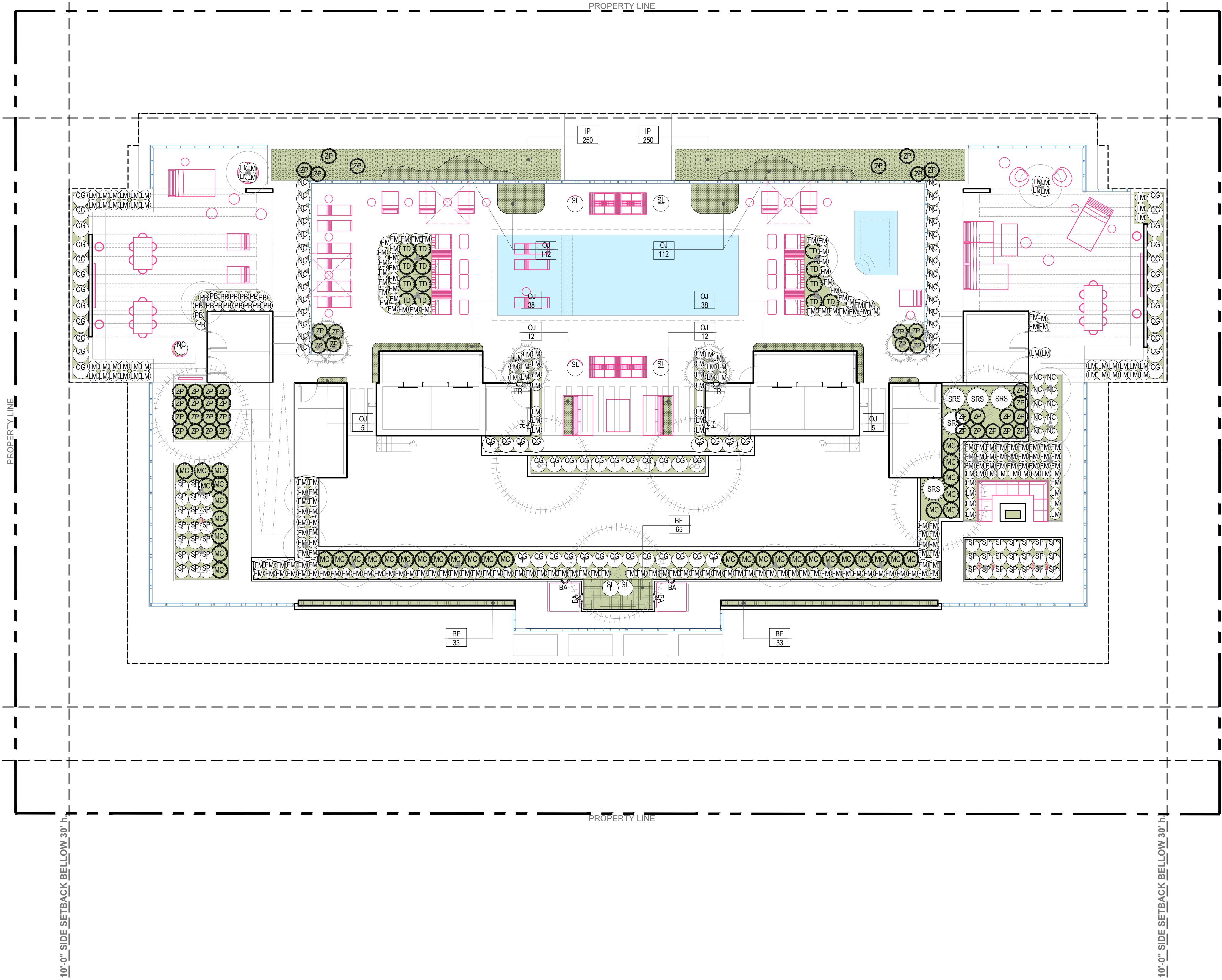
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Sheet Name
Roof Level Understory
Planting Plan

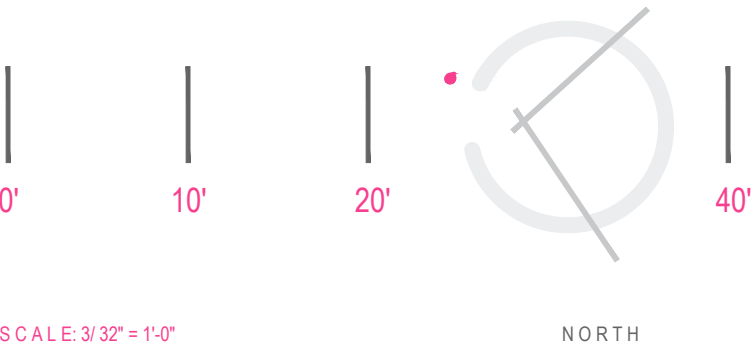
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NOT FOR CONSTRUCTION

new proposal



green island ficus



silver saw palmetto



coontie



bougainvillea



pink muhly grass



mexican sage



saltmeadow cordgrass



fakahatchee grass



liriope



purple iris



orange bulbine



mondo grass



variegated mondo grass (tbd option)



philodendron burly marx



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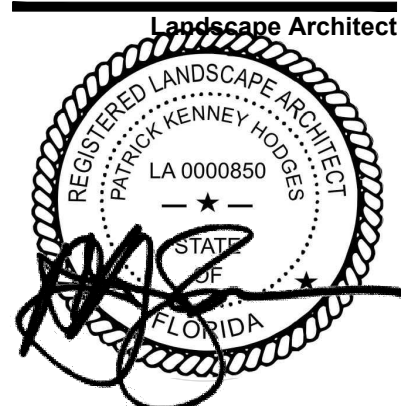
Project

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Revisions

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SITE PLAN REVISION

Date
05.17.22

Scale
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Project No.
2202

Sheet Name

Roof Level Understory
Plant Image Board

Sheet No.

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NOT FOR CONSTRUCTION

new proposal

GENERAL NOTES AND REQUIREMENTS

- The contractor is responsible for obtaining any permits or approvals from the federal, state or local government required for the work included in this contract and on these drawings.
- Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, etc., prior to landscape or irrigation installation
- Stake out all tree & large shrub locations for la and owner review and approval prior to excavation or planting. Plan locations are subject to field adjustment by the la.
- The contractor shall install an irrigation system as needed to provide a complete working system and as required to ensure 100% coverage of all new planting and sodded lawn areas. See irrigation plan by the landscape architect.
- Install only plants graded florida no.1 or better as set forth in the florida department of agriculture 'grades and standards for nursery plants" second edition feb. 1998 including revisions and which meet or exceed the sizes indicated in the planting schedule and details.
- Plant shrubs in circular pits with a diameter 16" greater than rootball or container. Plant trees in circular pits with a diameter 36" greater than rootball or container,. Place plants with best "face" forward.
- Fertilize all trees with agriform 21 gram tablets, slow-release 20-10-5 analysis with one tablet per 1/2" of trunk diameter.
- Backfill all planting pits with the following mixture ; 1/2 onsite soil, 1/2 clean friable topsoil. Submit topsoil sample and soil test analysis for approval by landscape architect, (see planting details). Remove excess soil excavated from plant pit from the site or distribute on-site as directed by l.a.
- Apply "diehard transplant" mycorrhizal inoculant and 100% organic starter fertilizer to each new tree planted and shrub/groundcover beds in accordance with the manufacturer's recommendations i.e. 8 oz. Per 2" caliper, 3 lbs/100 s.f. area, etc... Contact horticultural alliance, inc. Sarasota, fl. 34277 800-628-6373
- Fertilize all planting beds with osmocote 14-14-14 slow-release fertilizer at the rate of 16 pounds per 1,000 square feet. Furnish receipts for material used.
- Treat all planting beds with pre-emergent and post-emergent herbicides according to the manufacturer's specifications. Submit receipts for materials used.
- Mulch planting beds to a minimum 2 1/2" compacted thickness with pine straw, free of weeds.
- Sod all disturbed areas which do not have shrub or groundcover plantings indicated with solid sod laid with closely abutting joints. Fertilize after installation with a slow-release formula.
- Contractor shall verify all plant quantities based on the quantities in place as indicated on the plans and provide composite unit prices for each plant including all costs for materials and installation; i.e., labor, mulch, fertilizer, watering, staking, herbicides, mowing, weeding, site preparation, etc.
- Fertilize palms with palmgain 8-2-12 formula as manufactured by bgi www.bgi-usa.com per manufacturer recommened rate.
- Notify the owner and landscape architect of any unforeseen conditions, i.e., compacted soil / subgrade, poor drainage, unconsolidated soil, erosion, utility conflicts, excessive sun or shade, etc., prior to proceeding with landscape installation.
- Guarantee all plants for one year.
- All plants, materials and workmanship are subject to the approval of the landscape architect and owner.
- Do not make substitutions or revisions, any revision or modifications to the landscape plan must have prior approval by the landscape architect & owner
- Maintain all planting including watering, mowing, mulching, weed, pest control, etc. Until final acceptance by the owner.
- Non-woven geo-textile product installation per manufacturers specifications. Any alternates to the specified products shall be submitted to landscape architect for approval prior to procurement.

IRRIGATION

IRRIGATION SYSTEM NOTES AND REQUIREMENTS:

the contractor shall install an automatic underground irrigation system with a minimum of two bubblers or drip emitters at each new tree and palm location and with sprayheads to ensure 100% coverage of all planting bed areas and rotors for complete coverage of all sodded lawn areas within the limits of work for this project (refer to plan provided by landscape architect).

the contractor shall submit shop drawings of the irrigation system for review and approval by the landscape architect and owner prior to the award of the landscape and irrigation contract.

the shop drawings for the irrigation system shall include a backflow preventer, lightning protection, a "smart" controller, moisture-sensing devices, piping, heads, valves and all other equipment required by local codes and as necessary for a complete working system.

the contractor shall provide an operations manual to the owner and landscape architect prior to completion of the irrigation system installation and shall demonstrate and instruct the owner's maintenance provider in the complete operation of the system.

PLANT SCHEDULE

TREES				
QTY	SYM	Botanical Name	Common Name	Specifications
6	CR	Clusia rosea	Autograph Tree	100 gal, 14'-16' ht, 10' sp, 4" min. cal
17	EF	Myrcianthes fragrans	Simpson's Stopper	30 gal, Multi-trunk, 6-8 ft ht, 4'-6' sp
5	LJ	Ligustrum japonicum	Japanese Privet	65 gal, 8' ht, 6' spr
4	PP	Plumeria 'Pink' frangipani	Pink Frangipani Tree	65 gal, 8' ht, 6' spr
PALMS				
QTY	SYM	Botanical Name	Common Name	Specification
12	AM	Adonidia Merrillii	Christmas Palm	FG, singles 12'-20' hts (see plan) 4" min. cal
TREE and PALMS ALTERNATES				
QTY	SYM	Botanical Name	Common Name	Specification
12	VM	Veitchia Montgomeryana	Montgomery Palm	FG, singles 12'-20' hts (see plan) 4" min. cal
TBD	GO	Guaiaacum officinale	Lignum Vitae (option)	30 gal, 4'-6' ht x 4'-6' sp
SHRUBS				
QTY	SYM	Botanical Name	Common Name	Specification
56	CG	Clusia Guttifera	Clusia hedge	15 gal 3x3 full
164	FM	Ficus microcarpa	Green Island Ficus	15 gal 3x3 full
5	SRS	Sereinoa repens 'silver'	Silver Saw Palmetto	25 gal, 3x3 full
43	ZP	Zamia pumila	Coontie	3 gal, 2x2
ACCENTS, VINES and GRASSES				
QTY	SYM	Botanical Name	Common Name	Specifications
4	BA	Bougainvillea 'Afterglow'	After Glow Bougainvillea	15 gal, 7'-8' ht trellis
500	IP	Ipomoea Pes-caprae	Rail Road Vine	1 gal
49	MC	Muhlenbergia capillaris	Pink Muhly Grass	3 gal
6	SL	Salvia leucantha	Mexican Sage	7 gal
41	SP	Spartina patens	Saltmeadow Cordgrass	3 gal
13	TD	Tripsacum dactyloides	Fakahatchee Grass	
GROUNDCOVERS				
QTY	SYM	Botanical Name	Common Name	Specifications
135	BF	Bulbine frutescens 'orange'	Orange Bulbine	1 gal
92	LM	Liriope muscari	Big Blue Lilyturf	3 gal
10	LN	Lysimachia nummularia	Creeping Jenny	1 gal
39	NC	Neomarica caerulea 'Regina'	Giant Apostle Iris	7 gal
334	OJ	Ophiopogon japonicus	Mondo Grass	3 gal
17	PB	Philodendron Burle Marx	Burle Marx Philodendron	7 gal

Alternate suggestions shall be approved by city of Bay Harbor prior to permit and installation. Alternate symbols above are placed next to options for alternates with corresponding letter tag

SB = Street Tree designation and quantity



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954.591.6864
corey@crightstudios.com

LANDSCAPE ARCHITECT:
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Rosemary Beach
FL 32461
850.528.1925
patrick@phlandstudio.com

Project

LA BAIA NORTH
9461 EAST BAY HARBOR DR.
BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

Owner Information
CONTINUUM LLC
9201 East Bay Harbour Dr
Bay Harbour Islands, FI 33154
305.861.8181

Consultant



Patrick K. Hodges

LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Roof Level Plant Schedule,
Notes and Specifications

Sheet No.

L-109

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NOT FOR CONSTRUCTION

new proposal

FRONT ELEVATION



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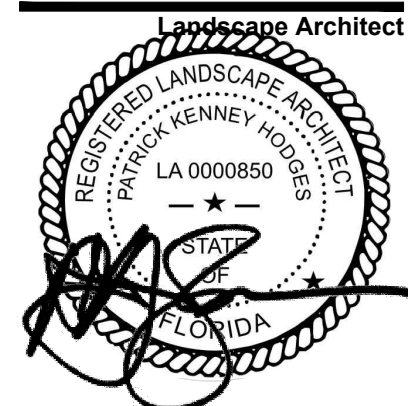
Project

LA BAIA NORTH
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Consultant



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SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Illustrative
Elevation West

Sheet No.

L-110

NOT FOR CONSTRUCTION

new proposal

REAR ELEVATION



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SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name
Illustrative
East Elevation

Sheet No.

L-111

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new proposal



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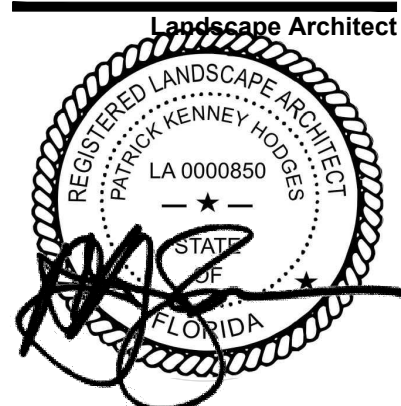
Project

LA BAIA NORTH
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BAY HARBOR ISLANDS, FLORIDA 33154

Revisions

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Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-01

new proposal



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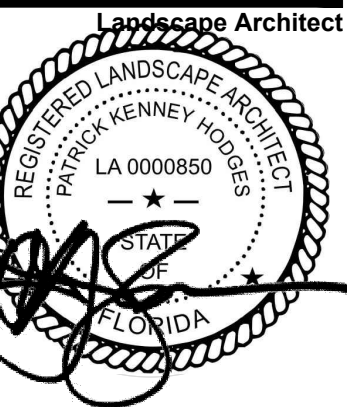
Project

LA BAIA NORTH
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Revisions

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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-02

new proposal



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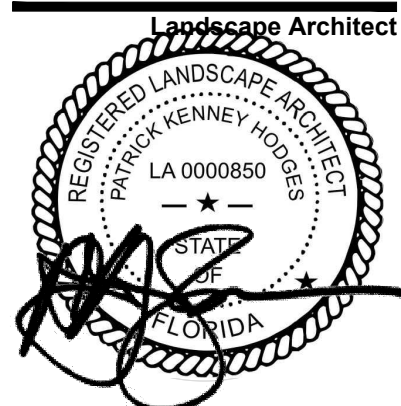
Project

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Revisions

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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-03

new proposal



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Project

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Consultant



Patrick K. Hodges
LA-0000850

SITE PLAN REVISION

Date
05.17.22

Scale
AS SHOWN

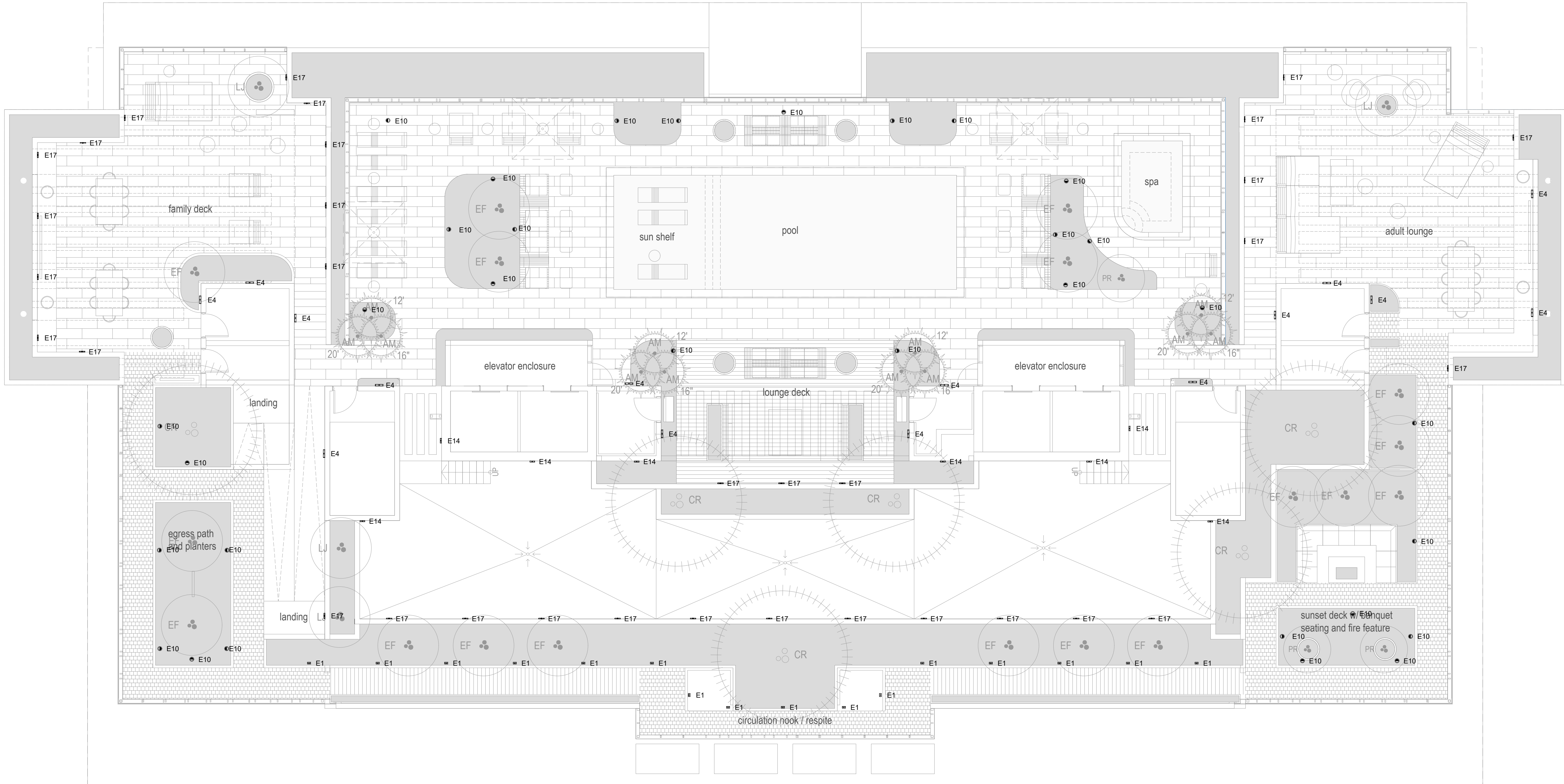
Project No.
2202

Sheet Name

Rendering

Sheet No.

LR-04

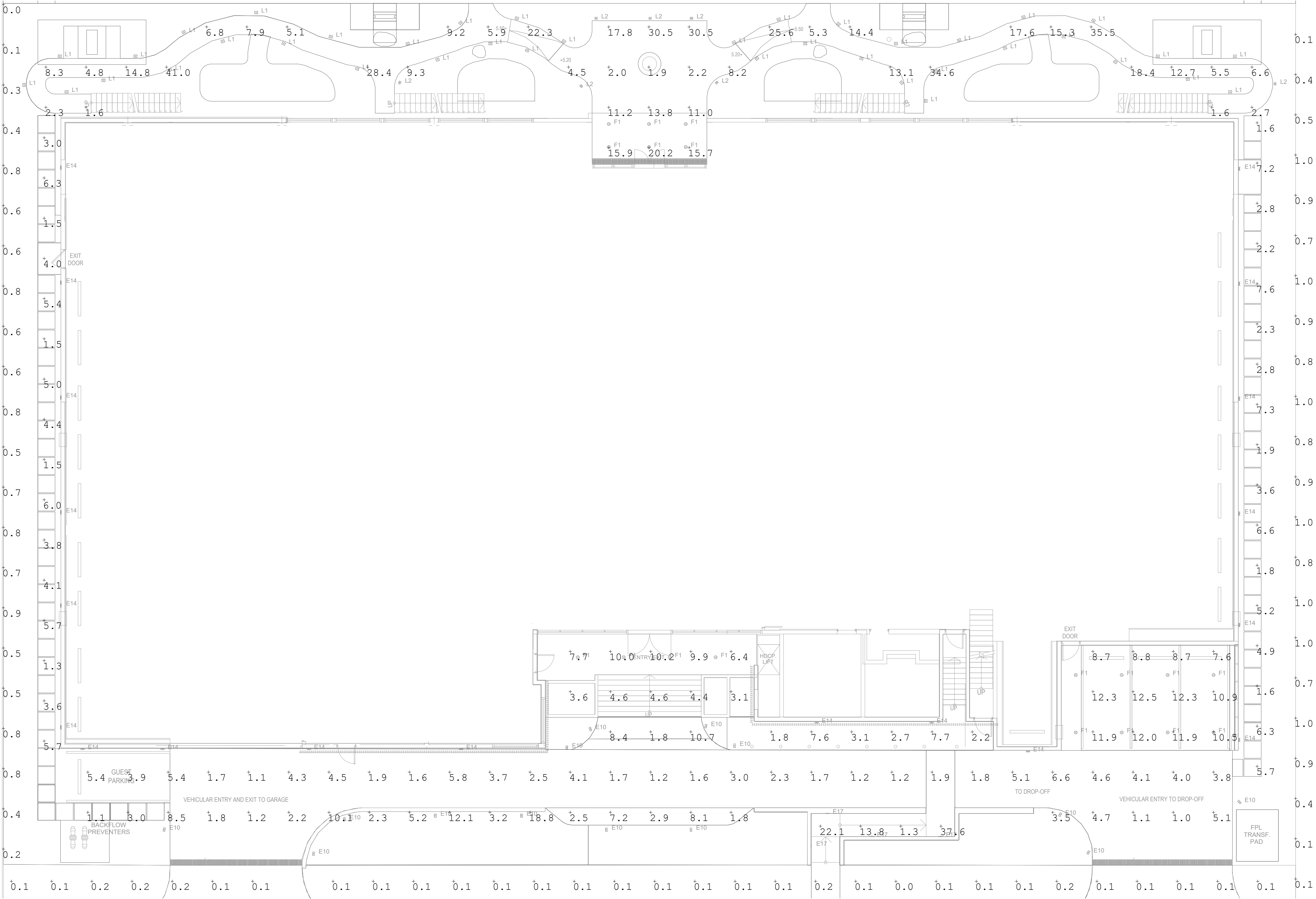


LANDSCAPE LIGHTING PLAN ROOF LEVEL

SCALE: NTS

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Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	14	E10	Single	US_Light_Measurement_FLINDT_B		0.980	579	15	210
	4	E17	Single	33046_BEGA_IES		1.000	463	8	32
	19	E14	Single	7075-08-C13-35K		0.980	1207	12.0199	228.378
	18	F1	Single	DRD2M10930-DRD2TR6SWH		1.000	1046	13.5	243
	7	L2	Single	303-P1-LEDB1-3000-UNV-T4-DIM10		0.980	636	8.2	57.4
	39	L1	Single	303-P1-LEDB1-3000-UNV-T2-DIM10		0.980	642	8.2	319.8

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
EAST PATH WAY	Illuminance	Fc	13.38	41.0	1.6	8.36
NORTH PATHWAY	Illuminance	Fc	3.93	6.3	1.3	3.02
PROPERTY LINE	Illuminance	Fc	0.39	1.0	0.0	N.A.
SOUTH PATHWAY	Illuminance	Fc	4.20	7.6	1.6	2.63
WEST RAMP	Illuminance	Fc	18.70	37.6	1.3	14.38
WEST SIDE	Illuminance	Fc	5.44	18.8	1.0	5.44

LANDSCAPE EMERGENCY PHOTOMETRICS LEVEL 1

SCALE: NTS

revuelta

architecture international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27th, AVE
SUITE 110
MIAMI, FL 33133

T. 305.590.5000

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Lighting Consultant

MIAMI LIGHTING DESIGN

2550 South Bayshore Dr
Suite 206
Miami, FL 33178
P: 305.443.2004

Luis O. Revuelta

AR-0007972

SITE PLAN REVISION

Date

04.21.22

Scale

AS SHOWN

Project No.

2202

Sheet Name

LEVEL 1_

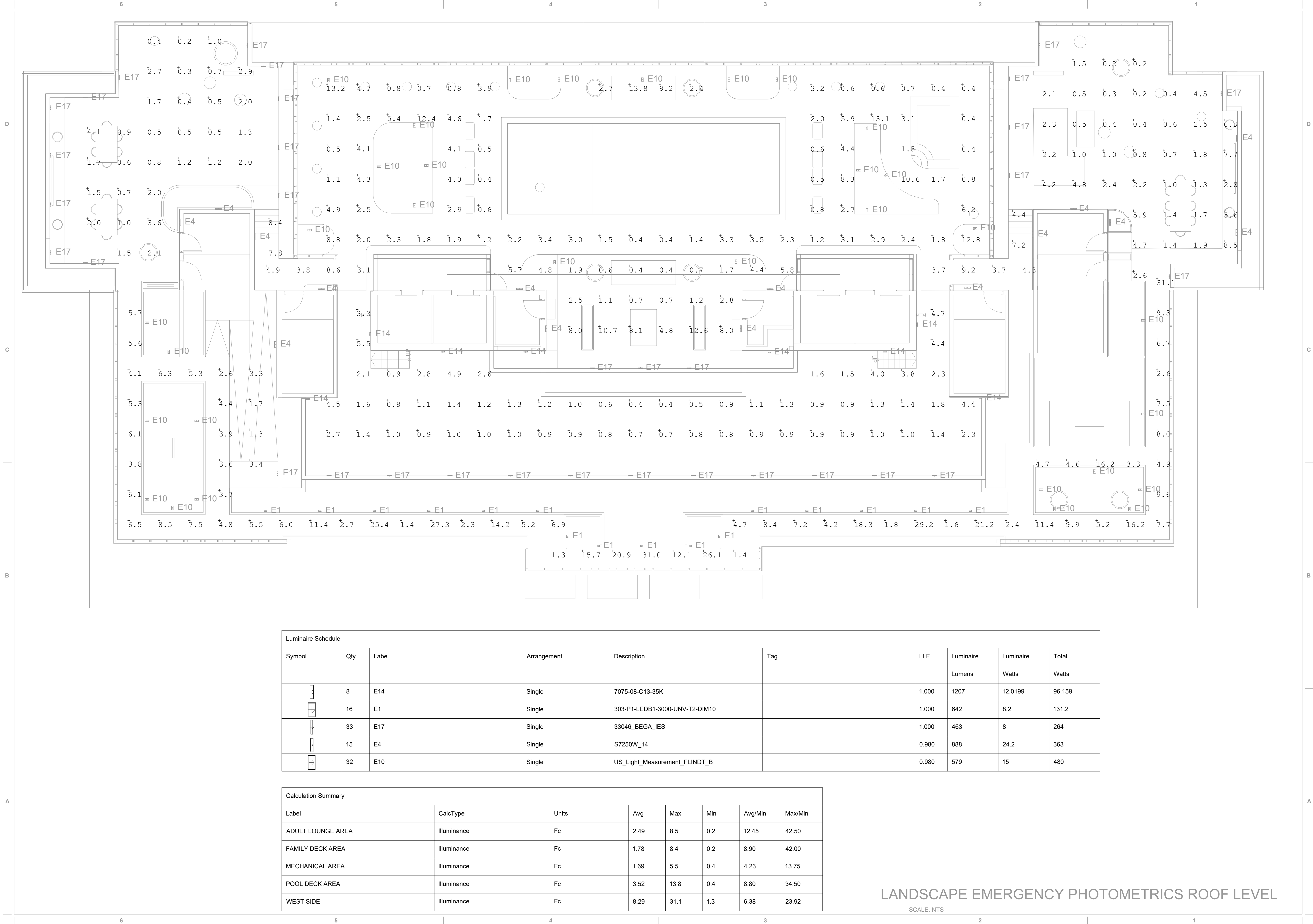
Landscape Emergency Photometrics

Sheet No.

LD-407

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Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	8	E14	Single	7075-08-C13-35K		1.000	1207	12.0199	96.159
	16	E1	Single	303-P1-LEDB1-3000-UNV-T2-DIM10		1.000	642	8.2	131.2
	33	E17	Single	33046_BEGA_IES		1.000	463	8	264
	15	E4	Single	S7250W_14		0.980	888	24.2	363
	32	E10	Single	US_Light_Measurement_FLINDT_B		0.980	579	15	480

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ADULT LOUNGE AREA	Illuminance	Fc	2.49	8.5	0.2	12.45	42.50
FAMILY DECK AREA	Illuminance	Fc	1.78	8.4	0.2	8.90	42.00
MECHANICAL AREA	Illuminance	Fc	1.69	5.5	0.4	4.23	13.75
POOL DECK AREA	Illuminance	Fc	3.52	13.8	0.4	8.80	34.50
WEST SIDE	Illuminance	Fc	8.29	31.1	1.3	6.38	23.92

LANDSCAPE EMERGENCY PHOTOMETRICS ROOF LEVEL

SCALE: NTS

revuelta

architecture international

Miami Santiago, Chile

revuelta—architecture.com

2950 SW 27th, AVE SUITE 110 MIAMI, FL 33133

T. 305.590.5000

Project

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Lighting Consultant

MIAMI LIGHTING DESIGN

2550 South Bayshore Dr Suite 206 Miami, FL 33178 P: 305.443.2004

Luis O. Revuelta

AR-0007972

SITE PLAN REVISION

Date 04.21.22

Scale AS SHOWN

Project No. 2202

Sheet Name ROOF LEVEL_ Landscape Emergency Photometrics

Sheet No. LD-408

Sec. 23-29.1. - Town parking trust

- (1) A town parking trust is hereby established to receive payments from property owners and/or developers in the town, when as a result of expansion or new growth, all required parking cannot be provided in part or total, onsite;
- (2) Payments made into the town parking trust shall be used to improve and/or expand existing or proposed town owned on and off-street parking facilities and to secure other sites where additional parking may be established for the public.
- (3) If the required number of parking spaces cannot or will not be provided onsite, a property owner and/or developer may meet his/her/its on-site parking requirements by payment into the town parking trust a fee for each of the required on-site parking spaces that cannot or will not be provided on-site (hereinafter the "parking trust fee"), subject to approval by the town council upon a finding that the parking trust fee, in lieu of providing the required on-site parking will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses. The parking trust fee shall be established by resolution. Notwithstanding the above, a minimum of 40 percent of all required parking spaces must be provided on-site. The town reserves the right to grant deviations from the provisions of this section upon a demonstration from the applicant of the following:
 - (a) Adequate off-street parking is available within 500 feet of the subject site;
 - (b) The council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
 - (c) The town manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
 - (d) The applicant demonstrates appropriate mitigation in the form of the Parking Trust Fee or other equivalent mitigation.

This section may be waived for municipal, state or federal uses only.

- (4) Additional parking spaces created by the town parking trust shall be made available to the public on a first-come first-served basis. The town may elect to issue a parking certificate for reserved parking spaces created by the town parking trust.
- (5) Parking trust fees. The parking trust fee (for each required parking space) shall be set by resolution. The town council shall periodically re-evaluate the parking trust fee on at least a semi-annual basis.
- (6) Payment of parking trust fees. The parking trust fee payment shall be ratified via a written parking trust payment agreement prior to the issuance of building permits for a principal structure. The parking trust fee payment may be made:
 - (a) In full;

(b) Financed in annual installments; or

(c) By annual payments.

- (7) Failure to make payment. Failure to make any parking trust fee payment required by the parking trust payment agreement or any other breach of the parking trust payment agreement may result in the imposition of late fees (as established by resolution and/or the parking trust payment agreement) and revocation of the town council's approval of the parking trust payment agreement. Any such revocation of the town council's approval of the parking trust payment agreement shall be approved by the town council at a public meeting after receiving a report from the town manager, and after posting the property and notifying the affected property owner in writing at least 30 days prior to the town council meeting date. If arrangements for payment are not made or alternative parking arrangements approved, the town reserves the right to declare the parking trust payment agreement as void and the revoke occupancy permits, including but not limited to business tax receipts and/or certificates of use until adequate parking is provided, as determined by the town and the property owner shall forfeit and any all rights there under, and any previous funds paid into the parking trust. The administrative costs of any enforcement actions, including staff time, notification and posting, postage, etc. shall be invoiced to the property owner and must be paid in full prior to the town approving construction or reinstating occupancy permits.
- (8) Notwithstanding the above, the town council may consider other alternative arrangements from those specified herein, upon receiving a recommendation from the town manager, based upon the submission of a written demonstration by an applicant that the alternative costs/terms will not be detrimental to properties in proximity to the subject site or to the town in general. Justifications may include, but are not limited to, economic hardship, economic incentives, cost changes, or practical application.

(Ord. No. 742, § 1(Exh. A), 5-10-04; Ord. No. 814, § 1(Exh. A), 2-12-07; Ord. No. 935, § 1(Exh. A), 7-9-2012; Ord. No. 962, § 1(Exh. A), 4-7-14)

Sec. 23-30. - Determining amount of parking spaces.

In determining the amount of space required to be set aside for the parking of vehicles, the following shall be used:

- (a) Where frontage is used in accordance with the provisions of section 23-27, all frontage parking will be at an angle of 90 degrees to the property line. A minimum width of eight and one-half feet measured at right angles to the parking space sidelines and a minimum length of 18 feet shall be paved as a basis for each parking space. Each parking space shall be permanently marked by white painted stripes four inches in width, which stripes will also delineate an area of 20 inches (included within the eight and one-half feet) to separate the cars. Toward the front end of each such parking space a car stop or bumper shall be provided which shall be six feet in length and made of materials which have been approved by the planning and zoning board for use in the town and placed on a line two feet from the end of the parking space furthest from the centerline of the street. The placing of the car stop is illustrated by the drawing attached and made a part hereof. A minimum width of 12 feet measured along said frontage shall be entirely clear of streetfront parking for each driveway access to offstreet parking. All parking shall be in accordance with the diagram attached.
- (b) All plans submitted for a building permit shall include a dimensioned plan showing all parking spaces, driveways and landscaping. All offstreet parking shall be so planned that each car can turn and exit forward.
- (c) For each off-street parking space, adequate ingress, egress and turning space of at least 23 clear feet shall be provided, and each parking space shall be directly accessible to a street, alley or driveway. Two-way driveways shall be a minimum of 23 feet in width unless otherwise approved by the town during the site plan approval process. One-way driveways shall be not less than 12 feet in width. At the intersection of a driveway with a public street, adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line.
- (d) The minimum parking space for off-street parking shall be eight and one-half feet by 18 feet with striping as specified in subsection (a) and in accordance with the diagram attached.
 - (1) In the BAA-Business district, for 90-degree angle parking and 60-degree angle parking or less, each parking space shall not be less than eight and one-half feet in width and 18 feet in length. For parallel parking, each space shall be eight and one-half feet in width and 25 feet in length.
- (e) No part of any off-street parking or driveway area shall be permitted on a five-foot-wide continuous planting strip measured in from the side and rear property line and ten feet from a front (street) property line in accordance with the minimum Miami-Dade County Landscape

Code.

- (f) Notwithstanding the above provisions, due the limited land areas in the town, changes in parking requirements over the years and current off-street parking arrangements (including roadway swale parking), the town encourages innovative solutions to provide required parking spaces within lot areas. To that end, required parking spaces may be provided in alternate arrangements other than surface parking, if approved by the town council. This shall include, but is not limited to, tandem parking and mechanically stacked parking. This criteria shall apply in both residential and nonresidential developments.

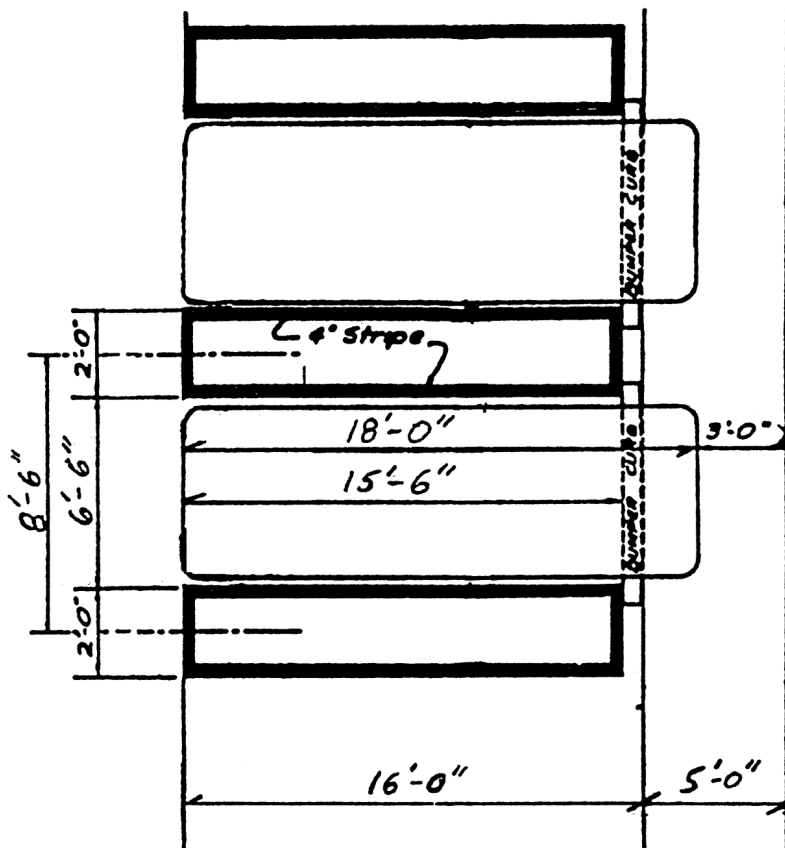


Illustration Following Sec. 23-30(e)

(Ord. No. 130, § 10, 6-8-59; Ord. No. 323, §§ 1—3, 8-8-77; Ord. No. 351, § 1, 4-9-79; Ord. No. 352, §§ 1, 3, 4-9-79; Ord. No. 386, §§ 1, 2, 2-9-81; Ord. No. 592, § 8, 7-8-96; Ord. No. 701, § 1, 4-8-02; Ord. No. 770, § 1(Exh. A), 5-9-05; Ord. No. 813, § 1(Exh. A), 1-8-07)

RESOLUTION NO. 2005

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF BAY HARBOR ISLANDS
ESTABLISHING THE TOWN PARKING TRUST
FEES PURSUANT TO SECTION 23-29 OF THE
TOWN'S CODE OF ORDINANCES.**

WHEREAS, Section 23-29 of the Town's Code of Ordinances ("Code") permits a property owner to make Payment(s) of Parking Trust Fees when all of the required parking cannot or will not be provided on site, subject to approval by the Town Council; and

WHEREAS, Section 23-29 of the Code requires the Town to establish certain costs and fees for the Parking Trust Fees, as such costs and fees may vary through the years.

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

1. In the event that an owner or developer desires to make the payment of Parking Trust Fees in full (as permitted by Section 23-29(6)(a) of the Code), the payment for each required space shall be \$20,000.00. Provided that payment is received by the Town, in full, within sixty (60) days of the Town Council's approval, this amount shall be reduced by ten percent (10%).
2. In the event that an owner or developer desires to finance the Parking Trust Fees in annual installment payments (as permitted by Section 23-29(6)(b) of the Code), the payment for each required space shall be \$20,000.00. Twenty five percent (25%) of the Parking Trust Fees shall be paid as a down payment within thirty (30) days of the Town Council's approval, the balance may be amortized over no more than fifteen (15) years, and the payments shall bear interest at 2.25%, per annum.
3. In the event that an owner or developer desires to make the payment of Parking Trust Fees by annual lease payments (as permitted by Section 23-29(6)(b) of the Code), the annual lease payment for each required space shall be \$1,000.00.
4. Any payment not timely made shall bear late fees as set forth in parties' Parking Trust Payment Agreement. In the event that the Parking Trust Payment Agreement fails to set forth late fees, the late fees shall be as follows:
 - a. A late fee for each parking space equal to 5% of the Parking Trust Fee is required if payment is not received within fifteen (15) days of the due date.
 - b. A late fee for each parking space equal to 10% of the Parking Trust Fee is required if payment is not received within thirty (30) days of the due date.
 - c. Payments not received within thirty (30) days of the due date shall be charged an interest rate of 10% per annum calculated monthly on the unpaid balance, including applicable late fees.

- d. If any payment is returned due to insufficient or uncollectable funds in addition to any other fee or charge due, the property owner shall be liable for a returned check charge in the amount of 5% of the amount of the check. In that event the Town may require future payments to be made by cashier's check or automatic electronic debit.
5. The instant Resolution shall supersede and replace Resolution Number 999.

PASSED AND ADOPTED this 7th day of April, 2014.

TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR

ATTEST:


TOWN CLERK

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Joseph S. Geller, Esq. - Town Attorney
Alba Chang, CMC – Town Clerk

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: May 31st, 2022

Subject: Request to Purchase Town Parking Trust Parking Spaces
La Baia North (formerly Royal House) Multi-Family Residential (57 DU)
9131 / 9461 / 9481 E. Bay Harbor Drive
Bay Harbor Islands Acct. No.: SPR22-000010
MMPA Acct. No. 01-0702-0961B

ISSUE

On December 18th, 2012, an initial Site Development Plan approval was granted by the Town's Planning and Zoning Board (now Design Review Board (DRB)) for a 72 DU multiple-family complex (Res. No 1147-B). Over the summer of 2013 the developer at that time requested several modifications to the initial Site Development Plan. On August 20th, 2013, a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board (now DRB) also for a 72 DU multiple-family complex (Res. No. 1175). The project has received a number of Development Order / Permit approval timeframe extensions over the years (Town Code allowances up to 18 months / various state allowances due to COVID & natural disasters / FBC for BP) to timely submit / obtain building permits / begin construction. The 2013 Site Development Plan contained 72 DU which would have required at least 144 parking spaces – 145 parking spaces were proposed - including 102 parking spaces in a fully underground parking garage – the balance was proposed above grade. On May 17th, 2021, this development site was sold to a new developer (The Continuum Co.). The new developer revisited the original design plans with the project architect (Revuelta International) over the winter of 2022 and filed for a Site Development Plan revision for a number of Site Development Plan revisions to construct a 57 DU condo complex that is more family-oriented / luxurious (original complex was intended as a rental complex). Based on the 57 DU concept the developer needs to provide at least 114 parking spaces.

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The Design Review Board (DRB) is scheduled to meet & consider approval of a revised Site Development Plan on June 7th, 2022, subject to a number of staff / DRB added conditions. Due to the Town Council's summer schedule (no meetings during July) the developer is seeking to have the Council consider an application to acquire 39 parking spaces in the Town's Parking Trust at their June 9th, 2022 monthly meeting (rescheduled meeting date). One of the major site redesign issues / conditions relates to the quantity of parking spaces that can be physically provided on the site.

The same project architect, Revuelta Architecture International, as agent for the current property owner, Bay Harbor Property Owner 1, LLC, has submitted a revised Site Development Plan application to allow for the construction of a proposed fifty-seven (57) unit mid-rise residential development located at 9431 / 9461 / 9481 E. Bay Harbor Drive. The proposed now enlarged dwelling units range from 1,434 to 2,109 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned north / south on top of a one-story grade level parking garage structure. Two (2) driveway connections to E. Bay Harbor Drive are proposed. The southerly driveway is primarily an inbound driveway that forms a looped "drop-off area" in front of the building and connects internally to other driveways. This driveway connects to a two-way driveway located at the north end of the building that serves as the entry to the parking garage. Four (4) exterior guest / loading spaces are provided in the revised site design. On the building rooftop is a recreational facility with a swimming pool and expansive sundeck areas. The proposed new building is 8-stories in height (7 floors of residential over 1st floor lobby / common areas / parking garage @ max. 75-feet above BFE +1' FBC freeboard). The updated survey submitted indicates the lands are now vacant and cleared.

As mentioned above the original 2013 Site Development Plan included a fully enclosed underground parking garage with 102 parking spaces (regular / tandem / vehicle lifts) – the balance above grade. This comprised a majority of the project's required parking spaces. The Town Code allows underground parking garages subject to design criteria – but all construction is subject to the Florida Building Code (FBC) / other governmental agencies such as FEMA. FEMA and the FBC still allows "parking / storage / access to the building (lobby) below the established FIRM Base Flood Elevation (BFE). However, if a parking garage is enclosed and the floor of the garage is below "grade" the current rules do not allow an underground parking garage under "residential" buildings. However, underground parking garages are acceptable to FEMA / FBC under Commercial or Mixed-Use developments (some mixture of residential / commercial / office / hotel etc.).

Since 2019-20 the Town's new Bldg. Officials have realized / commented that this project (and several others) could not be built as originally designed, as it included an underground parking garage that is not permitted by either FEMA or the Florida Building Code, as it is deemed a "basement" that is prohibited in purely residential projects. The Town Code requires all required parking spaces to be constructed on the actual development site, but also allows parking to be constructed on nearby sites held under a Unity of Title, and the Town Code also allows payment into the Town's Parking Trust (last resort as the parking demand is at the site). Based on 57 DU a total of 114 parking spaces are now required per the Town's Off-Street Parking Code (2 per DU), which includes guest / ADA spaces. This loss of required parking spaces in the previous underground (basement) parking garage is very substantial to this development.

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The new developer is proposing that all parking at this site be via a 24/7 valet service. The new developer / Town staff have been working together in an attempt to avoid confrontation, provide sufficient on-site parking spaces, and provide for additional off-site parking accommodations to meet the Town Code minimum criteria and demand. Without removing additional DUs above the ground level (example - converting all or part of Level 2 to a parking garage) the project architect has redesigned the project to remove the underground parking garage completely and reconfigure the grade level (Level 1) parking facilities (garage / outside) to provide 47 permanent designated parking spaces. The developer hired a noted Transportation Engineering firm (David Plummer) to examine the revised development plan to study expected parking demand (# of spaces needed), their location, valet parking options, off-site parking options, and drop-off queuing (vehicle stacking) analysis to avoid negative impacts to the future residents and neighboring sites. The study indicates that 75 parking spaces should be adequate to serve this development, provided the recommended number of valet attendants (3) occurs at peak times. A valet parking plan was provided (Sheet A-601) indicating that up to 75 parking spaces could be provided at the site (parking garage / front yard guest). The Town Code does not specifically allow parking reductions for valet / ridesharing / Uber / etc. alternatives; therefore, MMPA believes the Code required total quantity of parking spaces may be still required. The developer is aware of this and despite the engineer's analysis anticipates participating in the Town's Parking Trust. A question arose if only 39 Parking Trust parking spaces are required (counting the 28 valet spaces) or if 67 Parking Trust parking spaces are required (count only the 47 permanent spaces). The DRB will consider this issue as part of their Site Development Plan revision at their June 7th, 2022 meeting, including the revised parking arrangement (permanent / valet) totaling 75 parking spaces. The DRB members clearly understand the unique changed parking situation (loss of underground garage) that has occurred in the Town due to the FEMA / FBC flood code changes and expressed concerns with potential parking congestion for the proposed La Baia (formerly Island House) project, despite the applicant's Traffic Engineer's findings that 75 parking spaces (66% on site) should be sufficient and valet stacking can be handled on the site without affecting traffic flows on EBHD / parking at nearby complexes.

As with the initial La Baia (former Island House) development site, the DRB will be requested to find that the 38 valet parking spaces should count as part of the total available on-site parking spaces under Zoning Code Sec. 23-30(f), which allows for the Town's DRB to approve innovative solutions to providing parking / parking designs due to the Town's limited land area, small lots, changing technology, etc. Based on the DRB's approval of 47 permanent spaces (2 per DU @ 8.5' x 18' specifically designated) and 28 undesignated valet spaces totaling 75 available on-site parking spaces this developer is seeking to purchase 39 parking spaces from the Town Parking Trust, as there is no reasonable opportunity to add more parking spaces within the site without the loss on DU areas, and there appears to be no opportunity to acquire additional land nearby for more off-site parking. Per Town Code Sec. 23-29.1 only the Town Council may approve participation in the Town's Parking Trust, subject to the criteria set forth.

Town Zoning Code Sec. 23-29.1 established the Town Parking Trust system in 2004. The intent of the Town Code is for private landowners to provide all of their required quantity of parking spaces on the development site itself. Many of the earlier developments in the Town provided little or no parking on their lots and the Town suffers from a lack of parking. The Town subsequently allowed for the construction of head-in swale parking along its streets so as to provide some limited parking near the multifamily complexes. The Town even acquired several sites on the East Island and

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constructed Town-owned surface parking lots. In recent times nearly all new development has provided their required parking spaces on their lots. As of May 2022 only the hotel developments (Grand Beach Hotel (21) / Altair Hotel (44)) have purchased some parking spaces from the Parking Trust. The 1177 Kane Concourse mixed-use project approval documents (Developer Agreement) includes a provision that if parking becomes a problem at the complex in the future once operational (after engineering analysis) they must acquire additional parking spaces in the Town's Parking Trust. As stated above, only the similar loss of parking that has affected the proposed La Baia "South" site (formerly Island House) has participated in the Parking Trust program (39 spaces acquired), as this is discouraged in general. At a minimum the Code requires at least 40% of the required number of parking spaces must be built on a development site. In this instance the 47 permanent parking spaces constitutes about 41% of the required parking spaces. Adding the 28 valet parking spaces increases the total number of on-site parking spaces to 75 (66%). However, given the unique circumstance of this particular site (and probably a few others in the same situation) due to the current FEMA / FBC flood rules that prohibit underground parking garages there are limited options at this point. The Town staff has been trying to work with the developer to adjust for the loss on the underground parking garage and preserve the DU count and provide adequate parking. It is noted a Town-owned parking lot (26 spaces) is nearby but used by others, as well as several parallel parking spaces along the streets (95th Street / others). This affords some nearby parking backup.

SUMMARY

If the Town Council agrees with the DRB determination that both the permanent parking spaces (47) and valet spaces (28) constitute the total available on-site parking spaces at the site (75 total) an additional 39 parking spaces must be provided elsewhere or purchased from the Town Parking Trust to meet the minimum Code requirements (39 spaces x \$20,000 = \$780,000). If the Town Council feels the valet spaces should not be counted (in total or in part), this would result in the need to purchase up to 67 additional permanent parking spaces (67 spaces x \$20,000 = \$1,340,000). There is no mandate that the Town must approve a request to purchase parking spaces from the Town's Parking Trust. The Town must be comfortable that sufficient parking spaces will be available for this development. The DRB approval of the Site Development Plan will include safeguards for overflow parking / vehicle stacking that may affect nearby sites. See the DRB staff report / applicant docs.

AGENDA ITEM REPORT

June 29, 2022

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a resolution establishing the Town Clerk's annual compensation. Enclosed is a copy of the proposed Resolution.

DESCRIPTION:

Consideration and Approval of a resolution establishing the Town Clerk's annual compensation. Enclosed is a copy of the proposed resolution and other supporting documents.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

The Town Clerk's salary range was approved in FY 2022.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	Memo - Salary Survey
2.	2022 Resolution - Establishing Town Clerk Salary



Date: June 20, 2022

To: Maria Lasday, Town Manager

From: Shaun S. Gelvez, Human Resources Director

RE: Clerk Salary Survey & Other Information

Former Bay Harbor Islands Town Clerk Salaries:

- Alba Chang \$112,200
- Marlene Marante \$143,308

Salary Survey of Neighboring Municipalities

Average salary of the following neighboring municipalities is \$126,842.

Aventura, City

\$148,990.07 / Annual

Salary Range: N/A

Bal Harbour, Village

\$149,000 / Annual

Miami Beach, City

\$231,430 / Annual

Salary Range: Min: \$178,075 | Mid: \$251,247 | Max: \$324,419

North Bay Village, Village

\$85,000 / Annual

Salary Range: N/A

North Miami, City

\$59,910.00 / Annual

Note: North Miami's clerk works part-time and receives monthly allowances

Salary Range: N/A

Surfside, Town

\$118,566.00 / Annual

Salary Range: Min: \$76,800 | Mid: \$101,760 | Max: \$126,720

Sunny Isles Beach, City

\$95,000.00 / Annual

Salary Range: Mid: \$95,000 | Mid: \$135,375 | Max: \$175,750

Other Information to Take Into Consideration:

Ms. Yvonne Hamilton is a Certified Municipal Clerk (CMC) and has over sixteen (16) years of working experience at North Bay Village. She also has earned an Associate of Science (Legal Assisting) from Miami Dade College.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA ESTABLISHING THE TOWN CLERK'S ANNUAL COMPENSATION; SETTING AN EFFECTIVE DATE.

WHEREAS, on June 9th, 2022, via a 4-1 poll vote, the Town Council approved Yvonne Hamilton's appointment as Town Clerk;

WHEREAS, pursuant to Section 3.02 (d) of the Town Charter - The compensation of the Town Clerk shall be fixed by the Council; and

WHEREAS, appropriations for the Town Clerk's compensation have been provided for in the Operation's Budget.

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

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. Effective June 29, **2022**, Town Clerk Yvonne Hamilton's salary shall be \$ _____, as established at the June 29th, 2022, Town Council meeting and shall be retroactive to the June 9th, 2022 Town Clerk's appointment.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED at the meeting of the Town Council of the Town of Bay Harbor Islands on the 29th day of June 2022.

ATTEST:

TOWN MANAGER

MAYOR

Approved as to form and legality:

**GREENSPOON MARDER LLP
TOWN ATTORNEY
BY: JOSEPH S. GELLER, ESQ.**