

TOWN OF BAY HARBOR ISLANDS

October 17, 2016

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

1. **Consideration and Approval** to appoint Ms. Kamm Trumble to the Parks & Recreation Committee. Enclosed find a copy of Ms. Trumble resume.

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

2. **Approval** of the Regular Council Meeting held on August 8, 2016. Enclosed find the draft Minutes.
3. **Approval** of a proposal from Tri-County Pavement Markings in the amount of \$15,000 to re-stripe and re-number the parking spaces within the Town's parking garage. Enclosed find a copy of the cost estimate.
4. **Approval** of a charitable donation to the "Do The Right Thing of Miami" in the amount of \$500.00. Enclosed find a copy of the funding request form and supporting documents.

5. **Approval** of a **resolution** publishing a new building permit fee schedule as per Section 5-6(a) and 5-6(b) of the Town Code.
6. **Consideration** and **Approval** of a construction trailer to be located at 1150- 101 Street as required by Section 23-4(7) of the Town Code. Enclosed find the a copy of the supporting documents.

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

7. **Consideration** and **Approval** of an ordinance on **second** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed find a copy of the proposed ordinance.

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

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

8. **Consideration** and **Approval** of an ordinance on **second** reading amending Section 9-38(b) of the Town Code increasing the monthly solid waste fees. Enclosed find a copy of the proposed ordinance.

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

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** of an ordinance on first reading requested by Mayor Leonard amending Section 23 of the Town Code, to prohibit licensed professionals from engaging in counseling efforts, practices, or treatments with the goal to change a minor's sexual orientation or gender identity. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23 OF THE CODE OF THE TOWN OF BAY HARBOR ISLANDS, ENTITLED "USE REGULATIONS B-1 DISTRICT," BY CREATING SECTION 23-5.2, TO BE ENTITLED "SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS," TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR'S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

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

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

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

11. **Consideration** and **Approval** of an ordinance on first reading to amend Section 17-20(o) of the Town Code to allow religious institutions to have exterior signs. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 17-20(O) OF THE TOWN'S ADOPTED CODE OF ORDINANCES TO ALLOW RELIGIOUS INSTITUTIONS TO HAVE EXTERIOR SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

12. **Consideration** and **Approval** of an ordinance on **first** reading amending Section 23-5(8.1) of the Town Code to eliminate the requirement that religious institutions have a public hearing in connection with their approved use.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 23-5(8.1) OF THE TOWN'S ADOPTED CODE OF ORDINANCES TO ELIMINATE THE REQUIREMENT THAT RELIGIOUS INSTITUTIONS HAVE A PUBLIC HEARING IN CONNECTION WITH THEIR APPROVED USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

13. **Re-consideration** and **Approval** of a proposal submitted by Calvin, Giodano & Associates in the amount of \$9,670 for the design services for a Park to be located on Kane Concourse and West Broadview Drive. Enclosed find a the proposal submitted by Calvin, Giodano & Associates and the Park Sketch.

STAFF RECOMMENDATION: Council Discretion

14. **Discussion** regarding the message boards to be installed in the Town. The Town Council requested that this item be brought back at the recent Budget Hearing. Attached is a sample message sign to be placed on Kane Concourse with photographs provided by Assistant Manager JC Jimenez.

STAFF RECOMMENDATION: Council Discretion.

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

15. **Consideration** and **Approval** of a private TDR transaction of the transfer of seven (7) dwelling units from Royale Club Towers, LLC (9481 / 9461/ 9431 E. Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contact, site plans and other supporting documents.

STAFF RECOMMENDATION: Council Discretion

16. **Consideration and Approval** of a public Transfer of Development Rights (TDR) transaction for either thirteen (13) or twenty (20) dwelling units from the Town to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). The number of TDRs requested depends on the Council action on the previous agenda item. Enclosed find a copy of the application, contract, site plans, and supporting documents.

STAFF RECOMMENDATION: Council Discretion

17. **Approval** of Change Order # 23 in favor of M&J Construction of Pinellas County Inc., in the amount of \$324,999.87 for increased quantity of spall repairs and extension of contract time on the Intra-Coastal Water Bridge. Enclosed find a copy of the change order and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

DISCUSSION ITEMS:

18. **Discussion** requested by Council Member Tricoche with regard to the requirement for Council approval for construction trailers as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the Section 23-4 of the Town Code.

STAFF RECOMMENDATION: Council Discretion

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

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

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 1.

ITEM: Consideration and Approval to appoint Ms. Kamm Trumble to the Parks & Recreation Committee. Enclosed find a copy of Ms. Trumble resume.

DESCRIPTION:

The Town Clerk's office received an updated resume from Ms. Trumble for consideration to be appointed to the Parks & Recreation Committee.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Kamm Trumble	Kamm Trumble Resume.pdf
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KAMM TRUMBLE
10300 West Bay Harbor Drive, 10-C
Bay Harbor Islands, FL 33154
(305) 316-3472

WORK EXPERIENCE:

- 2011 – CURRENT
- | | |
|---------------------------------|----------------------------------|
| Dr. Meryl Cohen, BHI, FL | Ellen Joy & Ray Fleming, BHI, FL |
| Patty & Viviane Blente, BHI, FL | Alice Shapiro, BHI, FL |
| Dorie & Andy Grizzard, BHI, FL | |
- House-Sitter, Dog-Sitter
 - Care Giver, House Keeper
 - Event Planner & Event Server
 - Miscellaneous Tasks & Errands
- 1994 – 2011
- Caroline Gaynor, Retired, Investments
Shorecrest, FL
- Administrative/Personal Assistant
- 1988 – 1994
- Video Jukebox Network, Inc. ("THE BOX")
Miami, FL
- Administrative Assistant, President
 - Acting Office Manager
 - Supervisor, Front Desk & Copy Room Staff
- 1980 – 1988
- Medical Aid Training Schools, Inc. ("MATS")
North Miami, FL
- Regional Manager

EDUCATION:

- 1976 – 1980
- Barry University
Miami Shores, FL
- Bachelor of Science Degree – Marketing

OTHER TID-BITS:

- Home-Owner
- Safe Driver Status
- Conversational Spanish
- Polite and Patient
- Self-Starter and Resourceful

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 2.

ITEM: Approval of the Regular Council Meeting held on August 8, 2016. Enclosed find the draft Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	8-8-16 Minutes	8-8-16 reg DRAFT.pdf
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**MINUTES OF A PUBLIC HEARING
TOWN OF BAY HARBOR ISLANDS**

A Quasi-Judicial Public Hearing was held on Monday August 8th, 2016 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

Item 1. Student of the Year Award

Miami Beach Senior High School - Alex Radick

Nautilus Middle School - David Frankel

Ruth K. Broad K-8 Center - Katherine Garcia

Mayor Leonard presented Alex Radick with the Student of the Year Award and a \$1,000 check.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Reid pulled item #6 for discussion.

TOWN MANAGER'S REPORT:

Town Manager Wasson reported that the 98th Street Park underwent renovations for the field turf and have contact the vendor regarding an all organic turf; the Community Center, the County would be adding a 60 inch television for gaming; and lastly on the Zika outbreak, the Town took additional precautionary steps and contacted Miami Dade County for them to evaluate the Town and also contracted a private vendor to spray the local parks.

Town Attorney Sherman advised the Town Council he would be bringing an ordinance for first reading next month to amend the sign ordinance to comply with RLUPA.

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

Council Member Fuller reported he attended the Police Accreditation Conference in Orlando and the monthly meeting with Miami Dade County League of Cities (MDCLC).

Council Member Yaffe reported he too attended the MDCLC Meeting.

Vice Mayor Bruder reported that the Ruth K. Broad Bay Harbor K-8 Center was once again graded an “A” school. She thanked the Police Explorers group for the school clean up event.

Council Member Tricoche congratulated the Police Force and the Parks and Recreation Program. The Summer Program was a success.

Council Member Reid reported she attended the MDCLC Meeting; the local National Night out Event and congratulated the Police Department on the running men challenge video.

Council Member Salver stated that he loved the running men challenge from the Bay Harbor Police Department and also reported he too attended the MDCLC monthly meeting.

Mayor Leonard reported he attended the MDCLC Meeting; the National Night out event and the Police Force Accreditation Conference in Orlando.

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

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and suggested hanging baskets for Kane Concourse; a welcome sign for Town and asked for a \$25,000 donation to the Dallas Police families.

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the religious institution being proposed on the Business District. She felt that the Town was ignoring the BDS movement to boycott Israeli products.

Sales Director for Bijou project, Liza Hernandez, 1175 101 St, came forward and asked if she could advertised on the Town Newsletter and add more signage for the upcoming Farmer’s Market.

Consensus was to move forward with the request to advertise on the newsletter for the upcoming Farmer’s Market and the applicant would provide flyers to be distributed at school.

COMMITTEE REPORTS:

Item 2. Re-consideration of a request for an appointment to fill a vacancy to the Planning & Zoning Board by residents Terri D'Amico and Robert Saland. Enclosed find copies of the applicants resumes.

Town Clerk Siegel stated that the two (2) candidates were advised to attend the meeting for any questions and presented Mr. Robert Saland.

Robert Saland came forward and asked for the Town Council consideration for him to fill the Planning & Zoning Board vacancy. He also added that he had been a resident of Bay Harbor Islands since 2008.

ACTION: Council Member Fuller made a motion to appoint Robert Saland to the Planning & Zoning Board. Council Member Yaffe seconded the motion and it passed unanimously.

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

At this time Item #6 was taken out of the Consent Agenda for discussion.

Item 3. Approval of the following Meeting Minutes:

a. May 5, 2016 - Special Council Meeting

b. May 9, 2016 - Regular Council Meeting

Item 4. Approval of an expenditure in the amount of \$35,498.28, for emergency repairs to water main /fire hydrant supply, at the corner of East Broadview Drive and 99th Street.

Item 5. Approval of a proposal from Plant Professionals in the amount of \$49,087 for this year's holiday decoration display.

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

Item 6. Approval of a resolution opposing the passage of the Miami Dade County ordinance creating a mandatory Work Force Housing Development Program.

Mayor Leonard stated together with Miami Dade County League of Cities they were working together on legislation for the workforce housing Program in the area. He explained that Miami Dade County Commissioner Jordan was proposing an amendment to the ordinance that would allow for home rule and the option to opt out.

There was a brief discussion on the proposed language and the option to opt out.

PUBLIC COMMENT

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward to address the Council. She asked the Town Attorney, if there were any federal laws that would protect affordable housing. Town Attorney Sherman responded the proposed resolution was to oppose to the passage of the proposed ordinance that was drafted by Miami Dade County that would mandate work force program.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She felt that the Town was not dumping ground and felt that there was already affordable housing in Town.

Robert Saland, came forward to address the Council. He stated that affordable housing was his business and that would never happen in Town because of the financial numbers.

CLOSED PUBLIC COMMENT

ACTION: Council Member Reid made a motion to approve the proposed resolution as proposed. Mayor Leonard seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 7. Approval of an ordinance on second reading amending section 23-12 entitled general provisions to modify sub-section 23-12(6)(a) related to the allowable height of docks.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-12 ENTITLED GENERAL PROVISIONS TO MODIFY SUB-SECTION 23-12(6)(a) RELATED TO THE ALLOWABLE HEIGHT OF DOCKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 9920 W Broadview Drive, came forward and was opposed to the proposed ordinance felt that Town was not looking at the matter closely and asked if the Army Corps of Engineers approved the amendment.

CLOSED PUBLIC COMMENT

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

Item 8. Approval of an ordinance on second reading amending Section 24-16 entitled minimum landscape standards, to modify the landscape requirements for compliance by nonconforming properties.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S CODE OF ORDINANCES ENTITLED PROPERTY MAINTENANCE STANDARDS; AMENDING SECTION 24-16 ENTITLED MINIMUM LANDSCAPE STANDARDS, TO MODIFY THE LANDSCAPE REQUIREMENTS FOR COMPLIANCE BY NONCONFORMING PROPERTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the reduction of green space.

CLOSED PUBLIC COMMENT

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

Item 9. Approval of an ordinance on second reading amending Chapter 16 of the Town Code, providing for a renewed eligibility window for the participation of the Town Manager to the Employees Retirement System.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR A RENEWED ELIGIBILITY WINDOW FOR THE PARTICIPATION OF THE TOWN MANAGER IN THE RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

Item 10. Approval of an ordinance on second reading amending Chapter 16, of the Town Code entitled Employees Retirement System providing for compliance requirements for prior military and police service.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR THE USE OF PREMIUM TAX REVENUES PURSUANT TO CHAPTER 185, FLORIDA STATUTES; PROVIDING FOR CONTINUED COMPLIANCE WITH THE REQUIREMENTS FOR QUALIFIED PLANS UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE; PROVIDING FOR PURCHASE OF CREDITED SERVICE FOR PRIOR MILITARY AND POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

ORDINANCES ON FIRST READING:

Item 11. Approval of an ordinance on first reading amending Chapter 16, the Employees Retirement System to implement the recommendations of the Board of Trustees (Retirement Board) regarding enhancements to the General Employees benefits under the retirement plan.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR AN INCREASED BENEFIT MULTIPLIER FOR GENERAL EMPLOYEES; PROVIDING FOR AN INCREASE IN THE RETIREMENT SUBSIDY FOR GENERAL EMPLOYEES; PROVIDING FOR A PARTIAL LUMP SUM PAYMENT OPTION FOR GENERAL EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

Item 12. Approval of an ordinance on first reading authorizing the Town's participation in a Florida Municipal Loan Council (Florida League of Cities) Bond Issue to refund the remaining bonds from the 2003 Community Enhancements bonds issue.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$3,250,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO REFUND A PRIOR LOAN, AS DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

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

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

At this time Council Member Salver returned to the dias.

Item 13. Approval of an ordinance on first reading requested by Council Member Reid amending Section 23 of the Town Code entitled zoning and planning to regulate vacation rentals on the East Island.

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

Council Member Reid stated that she would like more time to research to compare the changes with other cities and asked for the Council feedback on the topic.

There was a brief discussion on rental options; the proposed fines, if sexual predators were to rent the premises.

Consensus was to defer the item to a later date for more research.

DEFERRED ITEMS:

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

Item 14. Request for extension to close on a agreement for the sale and purchase of a Transfer of Development Rights (TDR) between the Town and Global Reach Investments, LLC. The Town approved the TDR transaction on August 10, 2015 for the transfer of two (2) TDR's to property located at 9290 W. Bay Harbor Drive.

At this time Council Member Reid left the meeting.

Christopher Langen, came forward and stated that the applicant was requesting a 90 day extension to close on a TDR agreement.

Council Member Fuller stated that he would support the extension, if the applicant paid for the current TDR value to be paid in escrow immediately.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the TDR program effected the parking added she had not seem a recorded deed for the transaction.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve a 6 month extension with the condition that the applicant pay the current TDR value resulting in a \$45,000 different due immediately to escrow. Vice Mayor Bruder seconded the motion and it passed unanimously.

Item 15. Approval of Change Order in favor of FXP Corporation in the amount of \$38,750 to replace the condensers that are associated with project number BHI-171 for the installation of a new A/C chiller for Town Hall.

Town Manager Wasson stated that the a/c condensers were contaminated and need to be replaced.

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

Item 16. Approval of Change Order 21 in favor of M&J Construction of Pinellas County Inc., in the amount of \$16,502.59 for steel reinforcement to the bent caps & plinths of the Broad Causeway Bridge.

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

Item 17. Discussion and possible approval of the attached Gift Agreement between the Town of Bay Harbor Islands and Shirley Martinelli Restated Revocable Trust (the donor) for a donation in the amount of \$5,000 to be used for new computers at the Town's new community center.

There was a brief discussion on the proposed gift agreement; the Town's policy for accepting gifts; other possible options on how to honor the proposed donation and an invitation to the family to attend the Community Center Grand Opening.

PUBLIC COMMENT

Kathleen Kennedy, 9900 W. Bay Harbor Drive, came forward and thanked Mr. Macy for the great idea and asked the Town Council to consider other possible venues and to increase the price.

CLOSED PUBLIC COMMENT

ACTION: Vice Mayor Bruder made a motion to accept the gift donation and to honor Ms. Martinelly gift by having a dedication in the Town's Newsletter. Council Member Tricoche seconded the motion and it passed unanimously.

Item 18. Town Manager Wasson requests authorization to negotiate the possibility of acquiring a waterfront lot on the corner of W. Bay Harbor Drive and Kane Concourse.

Town Manager Wasson stated that he has been contacted by several people with regards to the vacant lot located on the corner of west Bay Harbor Drive and Kane Concourse. He asked if the Town Council would be interested in the purchase of the waterfront lot.

There was a brief discussion on the property appraisal; support for the possible purchase; property was located on a residential district; proposed price was too high; and to seek other appraisal company to re-evaluate the property.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the Town purchasing the waterfront lot since it was located on a residential district.

CLOSED PUBLIC COMMENT

Consensus was for staff to obtain another appraisal on the property from another appraisal company.

DISCUSSION ITEMS:

Item 19. Discussion and possible action requested by Mayor Leonard to obtain cost estimates for the painting and striping of dedicated bike lanes.

Mayor Leonard asked the Council consideration on the proposed item and added that it would be a community enhancement that would slow down the passing cars for pedestrians. Similar work has been performed at the City of Miami Beach and the City of Aventura.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the proposed bike lane. She Felt it was too dangerous for walking pedestrians.

CLOSED PUBLIC COMMENT

There was a brief discussion on the other cities that have adopted similar work; other colors; a possible test patch; the maintenance required; prices and sample materials.

Consensus was for Staff to bring back a sample material of the colors and price estimate.

Item 20. Discussion and possible action requested by Mayor Leonard regarding the purchase of three (3) Soofa Core solar powered stand-alone phone charging stations at a total cost of \$7,875.

ACTION: Council Member Tricoche made a motion to approve the proposed Soofa. There being no seconded motion died.

Item 21. Discussion requested by Council Member Yaffe regarding the adoption of a Town policy on expenditure of Town funds on projects outside of Bay Harbor Islands.

Council Member Yaffe stated that the Town did not have a policy on how Town expenditures are spend outside of Bay Harbor Islands. He asked that any future funds that were spent outside of Bay Harbor Islands come to the Town Council under consent Agenda.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was disappointed that the tax payers were paying for a library.

CLOSED PUBLIC COMMENT

Consensus was that any future funds that were spent for outside sources be brought to the Town Council for approval.

There being no further business to discuss meeting was adjourned at 9:09 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 3.

ITEM: Approval of a proposal from Tri-County Pavement Markings in the amount of \$15,000 to re-stripe and re-number the parking spaces within the Town's parking garage. Enclosed find a copy of the cost estimate.

DESCRIPTION:

Approval of \$15,000 to pressure clean, re-stripe/re-number parking spaces within the parking garage by Tri-County Pavement Markings.

Three vendors were solicited to provide proposals for this work; Tri-County Pavement Markings; A1 Maintenance; and All-Pro Striping. Tri-County Pavement Markings was the only responsive bidder.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director

ATTACHMENTS

1.	Parking Garage Re-Stripe/Re-Number Cost Proposal	Parking Garage Striping Numbering Estimate 29AUG2016.pdf
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TRI-COUNTY PAVEMENT MARKINGS
1250 SW 27 AVE . SUITE # 501
MIAMI, FL 33135
PH: 786-412-5037
FAX:786-536-6334

Estimate

Date	Estimate #
8/29/2016	1481

Name / Address
BAY HARBOR ISLANDS 9665 BAY HARBOUR TERRACE BAY HARBOR ISLANDS, FL. 33154

Job Site
PARKING GARAGE

Project		Attention		Estimator	
PARKING GARAGE		ESTIMATING		IC	
Item	Unit	Description	Qty	Unit Price	Total
1	SF	PRESSURE CLEANING (8 CONCRETE DECKS WITH 3500 PSI PRESSURE CLEANER...TRI-COUNTY MAINTENANCE DOES NOT UTILIZE ANY CHEMICALS DURING OUR SERVICES UNLESS SPECIFIED BY OUR CLIENTS.	141,032		0.00
2	EA	4" PARALLEL STALL LINE PAINT & NUMBERING OF THEM (PARKING SPACE) WITH S.WILLIAMS DOT APPROVED	422		0.00
3	EA	STANDARD YELLOW TRAFFIC ARROW PAINT WITH S.WILLIAMS DOT APPROVED	22		0.00
4	EA	4" PARALLEL STALL LINE PAINT (PARKING SPACE) STENCILED WITH S.WILLIAMS DOT APPROVED	442		0.00
5	EA	4" BLUE HANDICAP STALL LINE PAINT (PARKING SPACE)	9		0.00
6	EA	STRIPING OF YELLOW CROSS HATCH WITH S.WILLIAMS DOT APPROVED	1		0.00
				Total	

1. THE PRICES MAY BE SUBJECT TO CHANGE IF THE PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS.
2. FINAL PAYMENT BASED ON NET 30 UPON COMPLETION AND USACE ACCEPTANCE.
3. UNIT PRICES WILL ONLY APPLY AFTER A MINIMUM CHARGE OF \$750 FOR PAINT AND \$1200 FOR THERMOPLASTIC HAS BEEN SATISFIED. ONE MOB. INCLUDED UNLESS NOTED OTHERWISE. ANY ADDITIONAL MOBILIZATION DUE TO FAULT OF OWNER OR CONTRACTOR WILL RESULT IN A \$650 CHARGE.
4. ESTIMATE DOES NOT INCLUDE ANY SPECIAL PROVISION TO CONTRACT.
5. IT IS RECOMMENDED TO ALLOW 30 DAYS FOR NEW ASPHALT TO CURE. WE WILL NOT BE HELD LIABLE FOR GATORING IF STRIPED BEFORE.
6. BACK-CHARGES, ANY SITUATION THAT COULD RESULT IN POSSIBLE BACK-CHARGES MUST BE BROUGHT TO THE ATTENTION OF TRI COUNTY MAINTENANCE SERVICES, INC. WITHIN 48 HOURS OF WHEN THE INCIDENT OCCURED. TRI COUNTY MAINTENANCE SERVICE, INC WILL BE GIVEN THE OPPORTUNITY TO FIX/REPAIR THE DAMAGE BEFORE ANY BACK-CHARGES WILL BE INCURRED

IF THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED, TRI COUNTY MAINTENANCE SERVICES, INC., IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINES ABOVE. A MONTHLY SERVICE CHARGE OF 1.5% WILL BE ADDED IF JOB IS NOT PAID WITHIN 30 DAYS OF START DATE.

ACCEPTED BY: _____ SIGNATURE: _____ TITLE: _____ DATE: _____

TRI-COUNTY PAVEMENT MARKINGS
 1250 SW 27 AVE . SUITE # 501
 MIAMI, FL 33135
 PH: 786-412-5037
 FAX:786-536-6334

Estimate

Date	Estimate #
8/29/2016	1481

Name / Address
BAY HARBOR ISLANDS 9665 BAY HARBOUR TERRACE BAY HARBOR ISLANDS, FL. 33154

Job Site
PARKING GARAGE

Project			Attention		Estimator	
PARKING GARAGE			ESTIMATING		IC	
Item	Unit	Description	Qty	Unit Price	Total	
7	LS	LUMP SUMP	1	15,000.00	15,000.00	
				Total	\$15,000.00	

1. THE PRICES MAY BE SUBJECT TO CHANGE IF THE PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS.
 2. FINAL PAYMENT BASED ON NET 30 UPON COMPLETION AND USACE ACCEPTANCE.
 3. UNIT PRICES WILL ONLY APPLY AFTER A MINIMUM CHARGE OF \$750 FOR PAINT AND \$1200 FOR THERMOPLASTIC HAS BEEN SATISFIED. ONE MOB. INCLUDED UNLESS NOTED OTHERWISE. ANY ADDITIONAL MOBILIZATION DUE TO FAULT OF OWNER OR CONTRACTOR WILL RESULT IN A \$650 CHARGE.
 4. ESTIMATE DOES NOT INCLUDE ANY SPECIAL PROVISION TO CONTRACT.
 5. IT IS RECOMENDED TO ALLOW 30 DAYS FOR NEW ASPHALT TO CURE. WE WILL NOT BE HELD LIABLE FOR GATORING IF STRIPED BEFORE.
 6. BACK-CHARGES, ANY SITUATION THAT COULD RESULT IN POSSIBLE BACK-CHARGES MUST BE BROUGHT TO THE ATTENTION OF TRI COUNTY MAINTENANCE SREVICES, INC. WITHIN 48 HOURS OF WHEN THE INCIDENT OCCURED. TRI COUNTY MAINTENANACE SERVICE, INC WILL BE GIVEN THE OPPORTUNITY TO FIX/REPAIR THE DAMAGE BEFORE ANY BACK-CHARGES WILL BE INCURRED

IF THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE HEREBY ACCEPTED, TRI COUNTY MAINTENANCE SERVICES, INC., IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINES ABOVE. A MONTHLY SERVICE CHARGE OF 1.5% WILL BE ADDED IF JOB IS NOT PAID WITHIN 30 DAYS OF START DATE.

ACCEPTED BY: _____ SIGNATURE: _____ TITLE: _____ DATE: _____

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 4.

ITEM: Approval of a charitable donation to the "Do The Right Thing of Miami" in the amount of \$500.00. Enclosed find a copy of the funding request form and supporting documents.

DESCRIPTION:

The purpose of Do The Right Thing of Miami, Inc. (DTRT) is to recognize and reward Miami youths for their exemplary behavior, accomplishments, and good deeds through a unique partnership with the City of Miami Police Department, the Miami-Dade Schools Police Department, and other participating law enforcement agencies in Miami-Dade. There is a total of 18 municipalities that contribute as sponsors.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Analily Perez
 Sean Hemingway, Chief of Police

ATTACHMENTS

1.	Funding Request Form	DOC092816.pdf
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TOWN OF BAY HARBOR ISLANDS

FUNDING REQUEST FORM

1. Name of Organization: Miami Police Department 2. Amount Requested: \$500.00

Address: 400 N.W. 2nd Ave. #201-S Miami, FL 33128 Phone: 305-603-6957
(city / state / zip code)

3. Mission Statement: Do the Right Thing

4. Tax Status: 4013C 5. Employer Identification # _____

6. Purpose of Request (Name of the Project this request will fund): _____

7. Anticipated Project Start Date: _____ Anticipated Project Completion Date: _____

8. Total Cost of the Project (A detailed budget must be attached): \$ _____

9. Have any other cities or private entities donated money to this project? YES / NO

9 b. If yes, please list those cities or entities with the amounts donated by each: 18 municipalities
in Miami Dade County

10. Will this request have a direct impact on the Town of Bay Harbor Islands? YES / NO

10 b. If yes, how? _____

11. Will this be a reoccurring request (Is a future donation request likely)? YES / NO

11 b. If yes, please explain why? This is our third year making
a donation

Captain Lindsley Noel
Name and Title of Individual Filing Request
(please print)

[Signature]
Signature

9/22/16
Date

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

**RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS
ESTABLISHING A POLICY FOR CHARITABLE
DONATIONS AND CONTRIBUTIONS.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and protecting the public health, safety, and welfare of its citizens; and

WHEREAS, establishing a policy for charitable donations and contributions is essential to preserving and protecting the health, safety, and welfare of the citizens of the Town of Bay Harbor Islands; and

WHEREAS, the Town receives numerous requests from various sources for donations and contributions; and

WHEREAS, it is desirable to have an established policy to provide guidance to the Town and to those seeking charitable donations and contributions; and

WHEREAS, the granting of charitable donations and contributions pursuant to an established policy is a benefit to the citizens of Bay Harbor Islands and to the public at large;

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

Section 1. The Town of Bay Harbor Islands hereby establishes a policy that charitable donations and contributions shall be made from time to time at the discretion of the Town Council; provided however, any such charitable donations and contributions (except for those relating to major catastrophes and acts of God such as a tsunami or hurricane) shall be to entities and causes which provide a direct impact and direct benefit to the Town of Bay Harbor Islands and its citizens.

Section 2. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 11th day of April, 2005.

TOWN OF BAY HARBOR ISLANDS

BY: 

MAYOR

ATTEST:


TOWN CLERK
H:\A-TOWN CLERK\Resolutions\policy for donations.wpd

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 5.

ITEM:

Approval of a **resolution** publishing a new building permit fee schedule as per Section 5-6(a) and 5-6(b) of the Town Code.

DESCRIPTION:

Enclosed is the proposed resolution. Also enclosed is the resolution adopted in 2004 which is the current fees being charged. An illustration showing current fees being charges to a new multi-family development for building, plumbing, electrical, mechanical and structural inspections and other fees is included for information purposes.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed Resolution	building permit fee schedule.pdf
2.	Res. 967 - Permit fee schedule	967 Permit Fee Schedule.pdf
3.	Current Fee Sample	Sample fees charged to new multifamily development.pdf

RESOLUTION NO. ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA; PUBLISHING A NEW
SCHEDULE FOR PERMITS AND BUILDING DEPARTMENT
ACTIVITIES, AS PROVIDED IN SECTIONS 5-6(a) AND 5-6(b).**

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 imposition and collection of permitting fees, and uniformity in the scheduling, itemization and revision of such fees is essential for the public health, safety and welfare and to the preservation of high quality standards within the Town,

WHEREAS, pursuant to Section 5-6(b), a fee schedule shall be established from time to time by administrative order which shall not become effective until approved by resolution of the Town Council;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that attached hereto and incorporated herein is a permit fee schedule adopted pursuant to Section 5-6(b). Any other fees not listed on the attached fee schedule or specifically established by ordinance shall be subject to the minimum permit fee set on the schedule.

PASSED and ADOPTED this ____ day of _____.

MAYOR

ATTEST:

TOWN CLERK

EXHIBIT A - RESOLUTION NO. _____

BUILDING DEPARTMENT-PERMIT FEE SCHEDULE

Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs. A verified contract figure including all systems may be used to determine the construction value or the estimated construction cost including all systems may be computed per the latest edition of R.S. Means Square Foot Costs as published by R.S. Means Co., Inc. whichever is greater. The estimated construction value will be then used to determine the master permit fee.	Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.
DESCRIPTION	FEE
PROCESSING FEE	\$25.00 MIN. \$5,001 OR MORE \$5/\$1,000 = JOB COST
UP FRONT PROCESSING FEES - NEW CONSTRUCTION	SINGLE FAMILY - \$250.00 MULTI FAMILY / COMMERCIAL - \$1,000.00
BUILDING PERMITS	
NEW CONSTRUCTION	\$150.00 MINIMUM OR 3% OF JOB COST **COPY OF CONTRACT REQUIRED
ADDITION AND OR ALTERATION TO EXISTING STRUCTURE	\$150.00 MINIMUM OR 2% OF JOB COST **COPY OF CONTRACT REQUIRED
ROLL-OFF WASTE CONTAINER	\$65.00/CONTAINER
DEMOLITION OF BUILDINGS	
SINGLE FAMILY	\$500.00
MULTI FAMILY / COMMERCIAL	\$1,500.00
SIGN PERMIT FEES MINIMUM SIGN FEE (ILLUMINATED SIGN REQUIRES AN ELECTRICAL PERMIT) For detailed sign fees see Town Code Chapter 17	\$75.00
REVIEW OF 40- YEAR RE-CERTIFICATION	\$250.00
STRUCTURAL	\$100.00/HOUR
PLAN REVIEW REVISIONS PER PAGE	\$25.00 RESIDENTIAL \$50.00 COMMERCIAL
PLUMBING PERMIT FEES	\$150.00 MINIMUM OR 3% OF JOB COST (sub-trade value) **COPY OF CONTRACT REQUIRED
MINIMUM PLUMBING OR GAS FEE PER PERMIT	
ELECTRICAL PERMIT FEES	\$150.00 MINIMUM OR 3% OF JOB COST -(sub-trade value) **COPY OF CONTRACT REQUIRED
MECHANICAL PERMIT FEES	\$150.00 MINIMUM OR 3% OF JOB COST-(sub-trade value) **COPY OF CONTRACT REQUIRED
BUILDING INFORMATION LETTERS	\$25.00
CHANGE OF CONTRACTOR	50% OF ORIGINAL PERMIT FEE
LOST PLAN FEE	\$6.00 PER PAGE

DESCRIPTION	FEE
PERMIT CARD REPLACEMENT	\$5.00
ANY CHARGE NOT SPECIFICALLY COVERED PAYROLL RATE PLUS 50%	\$35.00 MIN
CERTIFICATE OF COMPLETION (SINGLE FAMILY, TOWNHOUSE, COMMERCIAL SHELL)	\$50.00
REINSPECTION FEE A FEE FOR EACH INSPECTOR WHO MUST RETURN SHALL BE CHARGED WHEN EXTRA INSPECTION TRIPS ARE NECESSARY DUE TO ANY OF THE FOLLOWING: 1. WRONG ADDRESS BEING GIVEN ON CALL FOR INSPECTION 2. REQUIRED CORRECTIONS NOT BEING MADE OR COMPLETED AT TIME SPECIFIED 3. FAILURE TO PROVIDE ACCESS TO THE PROPERTY OR USE. 4. PERMITS OR PLANS NOT POSTED. 5. WORK NOT TO CODE OR PER APPROVED PLANS. 2ND REINSPECTION AFTER THE INITIAL REINSPECTION SHALL REQUIRE PAYMENT OF A RE-INSPECTION FEE 3RD REINSPECTION SPECIAL INSPECTIONS/MEETINGS/CONFERENCES	\$75.00 \$100.00 \$250.00 \$25/HALF HOUR OR FRACTION THEREOF
CERTIFICATES OF USE AND OCCUPANCY. PERMANENT USE AND OCCUPANCY CERTIFICATES SHALL REMAIN VALID FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE OR ABANDONED AND PROVIDING THERE IS NO CHANGE OF USE, OWNERSHIP, OR NAME, OR THAT THERE IS NO ENLARGEMENT.	\$100.00
OCCUPANCY WITHOUT C.O... PER DAY	\$250.00/DAY PLUS DOUBLE C.O. FEE
DUMPSTER BOND (REFUNDABLE) - MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS.	\$250.00 POSTING OF CONSTRUCTION BONDS - FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY.
MARKING OF BFE (MECHANICAL EQUIPMENT)	\$25.00
ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN. FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00	FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND. TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00
<u>SCANNING PLANS</u>	<u>\$1.75 PER PAGE</u>
EXTENSION REQUEST - 180 DAYS	50% OF ORIGINAL PERMIT FEE

DESCRIPTION	FEE
SEWER ALLOCATION LETTERS	\$25.00
CONSTRUCTION TRAILER	\$250.00 RENEWAL FEE - \$250 PER SIX MONTH
USE OF RIGHT OF WAY - PERMIT BOND - SEC 18-1 TOWN CODE	\$150.00 1 ½% OF JOB COST - NOT TO EXCEED \$20,000
NEW CONSTRUCTION - ZONING INSPECTION FINAL ZONING INSPECTION ZONING PLAN REVIEW	SINGLE FAMILY - \$500.00 MULTI FAMILY / COMMERCIAL - \$3,000.00 \$90.00 PER HOUR
WORK WITHOUT PERMITS - AFTER THE FACT PERMIT	DOUBLE PERMIT FEE + \$100 FINE

RESOLUTION NO. 967

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; PUBLISHING A NEW SCHEDULE FOR PERMITS AND BUILDING DEPARTMENT ACTIVITIES, AS PROVIDED IN SECTIONS 5-6(a) AND 5-6(b).

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

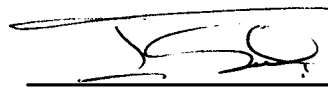
WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with preserving and maintaining the high quality and standards, and aesthetic beauty contained within the Town; and

WHEREAS, the imposition and collection of permitting fees, and uniformity in the scheduling, itemization and revision of such fees is essential for the public health, safety and welfare and to the preservation of high quality standards within the Town,

WHEREAS, pursuant to Section 5-6(b), a fee schedule shall be established from time to time by administrative order which shall not become effective until approved by resolution of the Town Council;

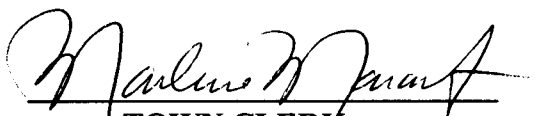
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that attached hereto and incorporated herein is a permit fee schedule adopted pursuant to Section 5-6(b). Any other fees not listed on the attached fee schedule or specifically established by ordinance shall be subject to the minimum permit fee set on the schedule.

PASSED and ADOPTED this 11th day of October 2004.



MAYOR

ATTEST:



TOWN CLERK

BUILDING DEPARTMENT-PERMIT FEE SCHEDULE

DESCRIPTION	FEE
PROCESSING FEE & PLAN REVIEW	\$25.00 MIN. \$5,001 OR MORE \$5/\$1,000 EST.COST
BUILDING PERMITS MINIMUM FEE FOR ALL BUILDING PERMITS IS APPLICABLE TO ALL ITEMS IN THE SECTION - EXCEPT AS OTHERWISE SPECIFIED	\$101 to \$2,500 = \$75.00 \$2,501 to \$25,000 = .75% of the value of construction \$25,001 to \$100,000 = .65% of the value of construction \$100,001 to \$250,000 = .55% of the value of construction \$250,001 to \$500,000 = .45% of the value of construction \$500,001 and above = .35% of the value of construction
PILINGS (ANY TYPE)	\$0.25 /FT.
ROOFING (INCLUDING RE-ROOFING) FOR EACH 100 SQ. FT. OR FRACTIONAL PART OF AREA	\$.09/SF FLAT \$.09/SF TILES
FENCES AND/OR WALLS, A/C SCREENING, RETAINING WALLS, AND RAILINGS FOR EACH 100 LINEAL FT. OR FRACTIONAL PART	\$25.00/100 LF
SWIMMING POOLS, SPAS, AND HOT TUBS (ELECTRICAL AND PLUMBING NOT INCLUDED) FOR EACH 1,000 GALLON CAPACITY OR FRACTIONAL PART	\$120.00 INSTALLATION \$75.00 REPAIRS
ROLL-OFF WASTE CONTAINER	\$65.00/CONTAINER
DEMOLITION OF BUILDINGS FOR EACH 100 SQ. FT. OR FRACTIONAL PART OF FLOOR AREA	\$10.00 - EACH ADD'L 100 SF
SIGN PERMIT FEES MINIMUM SIGN FEE (ILLUMINATED SIGN REQUIRES AN ELECTRICAL PERMIT)	\$75.00
REVIEW OF 40- YEAR RE-CERTIFICATION	\$250.00
STRUCTURAL	\$80.00/HOUR
PLAN REVIEW REVISIONS PER PAGE	\$25.00 RESIDENTIAL \$50.00 COMMERCIAL
PLUMBING PERMIT FEES MINIMUM PLUMBING OR GAS FEE PER PERMIT (THIS MINIMUM DOES NOT APPLY TO ADD ON PLUMBING PERMITS ISSUED AS SUPPLEMENTARY TO CURRENT OUTSTANDING PERMITS FOR THE SAME JOB)	\$75.00
RESIDENTIAL/ COMMERCIAL (NEW CONSTRUCTION, ADDITIONS, ALTERATIONS: MINIMUM FEE OR TOTAL AS PER SCHEDULE BELOW: 1. FOR EACH ROUGH- IN OR PLUGGED OUTLET 2. FIXTURES SET ON NEW ROUGH-IN OR PLUGGED OUTLETS OR REPLACED ON OLD ROUGHING IN	\$8.00 EACH FIXTURE \$8.00 EACH FIXTURE
GAS & OIL INTERCEPTORS, GREASE TRAPS: (INCLUDING TANK ABANDONMENT, DRAINTILE, & RELAY FOR SAME)	\$75.00

DESCRIPTION	FEE
SEWER: EACH BLDG. STORM SEWER & EACH BLDG. SEWER WHERE CONNECTION IS MADE TO A SEPTIC TANK, TO A COLLECTOR LINE OR TO AN EXISTING SEWER OR SOAKAGE PIT OR TO A BLDG DRAIN OUTSIDE A BLDG.	\$45.00
SEWER CAPPING	\$30.00
SEWER REPAIRS	\$35.00
CONDENSATE DRAIN (AIR CONDITIONING)	\$10.00 PER OUTLET
WATER PIPING: (A) WATER SERVICE CONNECTION TO A MUNICIPAL OR PRIVATE WATER SUPPLY SYSTEM (B) IRRIGATION SYSTEM & UNDERGROUND SPRINKLER SYSTEM FOR EACH ZONE (C) SOLAR WATER-HEATER INSTALLATION, EQUIPMENT REPLACEMENT OR REPAIR (D) SWIMMING POOL PIPING, NOT INCLUDING WELL (NEW INSTALLATION OR REPLACEMENT INCLUDING SERVICE CONNECTION) (E) SUMP PUMP (F) 2" OR LESS WATER SERVICE BACKFLOW ASSEMBLES (G) 2 ½" OR LARGER WATER SERVICE BACKFLOW ASSEMBLES	A. \$12.00 (FOR EACH METER ON EACH LOT) B. \$25.00 \$1.25/HEAD C. \$80.00 D. \$80.00 E. \$20.00 F. \$35.00 G. \$55.00
RE-PIPING	\$35.00 FOR EACH \$1,000 ESTIMATED COST OR FRACTIONAL PART
NATURAL GAS OR A LIQUIFIED PETROLEUM: (A) FOR EACH OUTLET FOR EACH APPLIANCE (B) FOR EACH METER (NEW OR REPLACEMENT) (C) FOR MAJOR REPAIRS TO GAS PIPE WITH NO FIXTURE/APPLIANCE INSTALLATION (D) ABOVE GROUND AND UNDERGROUND L.P. GAS TANKS	(A) \$8.00 (B) \$10.00 (C) \$35.00 (D) \$80.00
WATER & GAS MAINS: (ON PRIVATE PROPERTY & OTHER THAN PUBLIC UTILITY EASEMENTS)	\$80.00
STORM & SANITARY UTILITY AND/OR COLLECTOR LINES BLDG. DRAIN LINES: (ON PRIVATE PROPERTY OTHER THAN PUBLIC UTILITY EASEMENTS)	\$80.00
TEMPORARY TOILETS-WATERBORNE OR CHEMICAL	\$75.00
DENTAL VACUUM LINES - EACH SYSTEM	\$75.00
TEMPORARY TRAILER FOR CONSTRUCTION CONNECTIONS - EACH UNIT	\$75.00
FIRE SPRINKLER SYSTEM 1. PER STANDPIPE 2. PER SPRINKLER HEAD 3. PER HOSE RACK OR HOSE BIB 4. PER CONNECTION TO COMMUNITY SUPPLY 5. EACH FIRE OR JOCKEY PUMP 6. DOMESTIC PUMP	\$15.00 \$ 1.00 \$20.00 \$75.00 \$50.00 \$50.00

DESCRIPTION	FEE
ELECTRICAL PERMIT FEES	
MINIMUM ELECTRICAL PERMIT FEE INCLUDING REPAIR WORK PER PERMIT - EXCEPT AS OTHERWISE SPECIFIED (THIS MINIMUM DOES NOT APPLY TO ADD-ON ELECTRICAL PERMITS ISSUED AS SUPPLEMENTARY TO CURRENT OUTSTANDING PERMITS FOR THE SAME JOB & DEMOLITION WORK)	\$75.00
PERMANENT SERVICE TO BUILDING/NEW WORK OR REPLACEMENT THE FOLLOWING FEE SHALL BE CHARGED FOR TOTAL AMPERAGE SERVICE INCLUDING ENTRANCE CONDUCTORS, (1) IN SERVICE METER, (1) ONE SERVICE DISCONNECT AND THE SERVICE GROUNDING SYSTEM	
FOR EACH AMP	\$ 0.30
FOR EACH ADDITIONAL METER	\$10.00
FOR EACH ADDITIONAL SERVICE DISCONNECT	\$10.00
FEEDERS: (INCLUDES FEEDERS TO PANELS, M.C.C.; SWITCH-BOARDS, GENERATORS; AUTOMATIC TRANSFER SWITCHES, ELEVATORS, ETC.)	\$0.25/AMP
TEMPORARY SERVICE FOR CONSTRUCTION --	\$75.00
TRAILER SERVICE (CONSTRUCTION) --	\$120.00
TEMPORARY SERVICE FOR TEST (COMMERCIAL ONLY)	
(A) EQUIPMENT & SERVICE (30 DAY LIMIT) PER METER	\$90.00
(B) ELEVATOR (180 DAY LIMIT) PER ELEVATOR	\$90.00
ALL OTHER NEW OR REPLACEMENT WIRING AND OUTLETS:	
INCLUDES BOXES, RECEPTACLES, SWITCHES, SIGN, FANS, EMPTY OUTLETS FOR TELEPHONE, CATV, ETC.	\$1.75
COMMERCIAL EQUIPMENT (KVA RATED) X-RAY OUTLETS, COMMERCIAL COOKING EQUIPMENT, PRESSES, ETC.	
EACH 10 KW OR FRACTIONAL PART	\$10.00
MOTORS 0-5 HP	\$15.00
EACH ADDITIONAL HP OR FRACTION THEREOF	\$1.50 EACH
AIR CONDITIONING AND REFRIGERATION SYSTEM	
1. PER TON OR FRACTIONAL PART THEREOF	1. \$7.00
2. A/C & REFRIGERATION SYSTEM STRIP HEATING, SPACE HEATING--FOR EACH 10 KW OR FRACTIONAL PART	2. \$10.00
LIGHTING FIXTURES	
FEE BASED ON CUMMULATIVE QUANTITY OF THE FOLLOWING COMPONENTS:	
INCLUDES FLOODLIGHTS, SPOTLIGHTS, PARKING LIGHTS, TENNIS COURT LIGHTS, FLUORESCENT/INCANDESCENT FIXTURES, ETC.	
1.PER FIXTURE	1. \$2.00
2.PLUGMOLD, LIGHT TRACK, NEON STRIPS, EACH 5 FT. OR FRACTIONAL PART	2. \$3.00
3.PER LIGHTING POLE (STANDARDS)--(FIXTURE TO BE CHARGED SEPARATELY)	3. \$10.00
SIGNS & ARCHITECTURAL FEATURE	\$75.00
FIRE DETECTION SYSTEM (REQUIRES DRAWING)	
INCLUDES FIRE ALARN SYSTEMS, HALON, ETC. DOES NOT INCLUDE SINGLE 110 VOLT RESIDENTIAL DETECTORS.	\$ 125.00 per system
TELEVISION, TELEPHONE, DATA AND SOUND	\$ 75.00

DESCRIPTION	FEE
BURGLAR ALARM SYSTEM	\$75.00
INTERCOM SYSTEM INCLUDES RESIDENTIAL, NURSE CALL, PAGING, ETC.	\$75.00
RESIDENTIAL AND COMMERCIAL SWIMMING POOLS, SPAS AND HOT TUBS ELECTRICAL FEE BASED ON CUMULATIVE QUANTITY OF THE FOLLOWING COMPONENTS: 1. RESIDENTIAL POOL, SPA, OR WHIRLPOOL . (INCLUDES MOTOR, POOL LIGHTS AND GROUNDING)	\$75.00
MECHANICAL PERMIT FEES MINIMUM MECHANICAL PERMIT FEE EXCEPT AS OTHERWISE SPECIFIED	\$75.00
AIR CONDITIONING & REFRIGERATION FOR EACH TON CAPACITY OR FRACTIONAL PART THEREOF HEATING CONDENSATE DRAINS	\$15.00 \$3.00/KW \$7.00
DUCTWORK A. FIRST \$1,000 VALUE B. EACH ADDITIONAL \$1,000 VALUE	\$35.00 \$15.00
STORAGE TANKS FOR FLAMMABLE LIQUIDS PER TANK	\$150.00 Per tank
COMMERCIAL KITCHEN HOODS PER FOOT OF LENGHT OR FRACTIONAL PART OF	\$125.00/EACH
OTHER FEES: 1. FIRE CHEMICAL HALON & SPRAY BOOTHS FOR EACH \$1,000 OR FRACTIONAL PART OF COST MINIMUM FEE 2. INSULATION, PNEUMATIC TUBE, CONVEYOR SYSTEMS, PRESSURE & PROCESS PIPING, SHEET METAL OR FIBERGLASS AIR CONDITIONING DUCTS, COOLING TOWERS, MECHANICAL VENTILATION DUCTWORK OR DUCTLESS VENTILATION FOR EACH \$1,000 OR FRACTIONAL PART OF COST 3. EXAUST FANS	\$105.00/SYSTEM \$10.50 \$60.00 MIN. \$25.00 EACH
BUILDING INFORMATION LETTERS	\$5.00
CHANGE OF CONTRACTOR 30 % OF ORIGINAL PERMIT FEE	
LOST PLAN FEE- 30% OF ORIGINAL BUILDING PERMIT	\$50.00 MIN - \$500.00 MAX.
PERMIT CARD REPLACEMENT	\$25.00
ANY CHARGE NOT SPECIFICALLY COVERED PAYROLL RATE PLUS 50%	\$35.00 MIN
CERTIFICATE OF COMPLETION (SINGLE FAMILY, TOWNHOUSE, COMMERCIAL SHELL)	\$100.00
CERTIFICATE OF COMPLIANCE FROM PLANNING AND ZONING BOARD	\$100.00
INSPECTION FEE TEMPORARY AND FINAL C.O.'S	\$75.00

DESCRIPTION	FEE
REINSPECTION FEE A FEE FOR EACH INSPECTOR WHO MUST RETURN SHALL BE CHARGED WHEN EXTRA INSPECTION TRIPS ARE NECESSARY DUE TO ANY OF THE FOLLOWING: 1. WRONG ADDRESS BEING GIVEN ON CALL FOR INSPECTION 2. REQUIRED CORRECTIONS NOT BEING MADE OR COMPLETED AT TIME SPECIFIED 3. FAILURE TO PROVIDE ACCESS TO THE PROPERTY OR USE. 4. PERMITS OR PLANS NOT POSTED. 5. WORK NOT TO CODE OR PER APPROVED PLANS.	\$55.00
2ND REINSPECTION AFTER THE INITIAL REINSPECTION SHALL REQUIRE PAYMENT OF A RE-INSPECTION FEE	\$75.00
3RD REINSPECTION	\$100.00
SPECIAL INSPECTIONS/MEETINGS/CONFERENCES	\$25/HALF HOUR OR FRACTION THEREOF
PHASED INSPECTIONS	\$50.00 EACH
TEMPORARY CERTIFICATES OF OCCUPANCY/COMPLETION (MAXIMUM OF 90 DAYS)	\$75.00
CERTIFICATES OF USE AND OCCUPANCY. PERMANENT USE AND OCCUPANCY CERTIFICATES SHALL REMAIN VALID FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE OR ABANDONED AND PROVIDING THERE IS NO CHANGE OF USE, OWNERSHIP, OR NAME, OR THAT THERE IS NO ENLARGEMENT.	\$100.00
OCCUPANCY WITHOUT C.O... PER DAY	\$150.00/DAY PLUS DOUBLE C.O. FEE
DUMPSTER BOND (REFUNDABLE) - MAY BE USED TO REMOVE DUMPSTER DURING STORM WARNINGS.	\$250.00
POSTING OF CONSTRUCTION BONDS - FOR DAMAGE TO SIDEWALKS, PARKWAYS, PARKWAY TREES AND SHRUBS, STREET PAVEMENT OR OTHER MUNICIPAL OR PRIVATE PROPERTY. ALL INSPECTIONS MUST BE REQUESTED IN ACCORDANCE WITH REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE. FINAL INSPECTIONS ARE TO BE CALLED IN WITHIN 30 DAYS OF COMPLETION OF THE WORK ANY DAMAGE TO TOWN PROPERTY MUST BE CORRECTED TO THE SATISFACTION OF THE TOWN. FAILURE TO COMPLY WITH THESE AND/OR AND OTHER REQUIREMENTS MAY RESULT IN FORFEITURE OF THE BOND.	TO BE DETERMINED BY THE BUILDING OFFICIAL OR TOWN MANAGER. INITIAL BOND WILL NOT EXCEED \$5,000.00
B F E..... MARKING OF THE BASE FLOOD ELEVATION	\$75.00
CHANGE OF TENANT, CHANGE OF USE ALL DISCIPLINES WHEN APPLICABLE	\$35.00

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: **BP2013-237**

Parcel Number: 13-2227-001-0640

Address: 9940 WEST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **17**

Block: **3**

Project Description: **New 57 Unit Multi Family Dwelling**

Applicant: Thornton Construction Residential, LLC
Address: 4300 Biscayne Boulevard #203
Miami, FL 33137

Applicant Role: Contractor
Phone: (305) 649-1995
Fax: (305) 649-1295

Filing Date: 9/19/2013

Decision Date: 5/22/2014

Expiration: 3/18/2014

Permit Expiration: 3/26/2017

Owners:

Name:
Bay Harbor Residences LLC

Purchase Date:

Contractors:

Name:
Thornton Construction Residential, LLC

Type:
General Building

Local Phone:
(305) 649-1995

Fees:

Number	Description	Amount
FEE2013-2549	STRUCTURAL REVIEW HOUR	\$425.00
FEE2013-3168	STRUCTURAL REVIEW HOUR	\$85.00
FEE2014-701	STRUCTURAL REVIEW HOUR	\$85.00
FEE2014-713	BP - ROLL OFF WASTE CONT.	\$65.00
FEE2014-714	BUILDING PERMIT FEE (Auto)	\$26,255.00
FEE2014-715	CONSTRUCTION BOND (Auto)	\$1,000.00
FEE2014-716	DC SURCHARGE (Auto)	\$4,488.00
FEE2014-717	DUMPSTER BOND	\$250.00
FEE2014-718	PROCESSING FEE (Auto)	\$37,400.00
FEE2014-719	RADON FEES (Calc)	\$721.20
FEE2014-720	SEWER IMPACT FEE	\$28,500.00
FEE2014-721	WATER TAPPING MF p/u	\$36,120.00
FEE2014-722	PARK/RECREATION IMPACT F	\$102,938.40
FEE2014-723	PARK/RECREATION FEE - ADI	\$250.00

Total Fees: **\$238,582.60**

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: **PL2014-189**

Parcel Number: 13-2227-001-0640

Address: 9940 WEST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **17**

Block: **3**

Project Description: **New Plumbing for Multi Family Building**

Applicant: AKO Plumbing Corp

Applicant Role: Contractor

Address: 4519 SW 75th Ave
Miami, FL 33155

Phone: 305-269-8033

Fax: 305-269-8449

Filing Date: 12/12/2014

Decision Date: 12/16/2014

Expiration: 6/10/2015

Permit Expiration: 2/20/2017

Owners:

Name:
Bay Harbor Residences LLC

Purchase Date:

Contractors:

Name:
AKO Plumbing Corp

Type:
Certified Plumbing

Local Phone:
305-269-8033

Fees:

Number	Description	Amount
FEE2014-3919	PL - FIXTURE SET ON NEW R	\$928.00
FEE2014-3920	PL - FIXTURE SET ON NEW R	\$1,808.00
FEE2014-3921	PL - FIXTURE SET ON NEW R	\$3,008.00
FEE2014-3922	PL- CONDENSATE DRAIN(air c	\$600.00
FEE2014-3923	PL - AREA DRAINS	\$288.00
FEE2014-3924	PL - WATER SVC BACKFLOW	\$70.00
FEE2014-3925	PL - ROOF DRAINS	\$1,280.00
FEE2014-3926	PL - SEWER- BLDG STORM SI	\$45.00
FEE2014-3927	PL - WATER SERVICE CONNE	\$12.00
FEE2014-3928	PL - SUMP PUMP	\$80.00
FEE2014-3929	PL - DOMESTIC PUMP	\$50.00
FEE2014-3930	PL - WATER & GAS MAINS	\$80.00
FEE2014-3931	PL - NAT GAS/FOR EACH OUT	\$40.00
FEE2014-3932	PL - FIXTURE SET ON NEW R	\$1,216.00
FEE2014-3933	PL - FIXTURE SET ON NEW R	\$64.00
FEE2014-3934	PL - FIXTURE SET ON NEW R	\$896.00
FEE2014-3935	PL - FIXTURE SET ON NEW R	\$896.00
FEE2014-3936	PL - FLOOR DRAINS	\$64.00

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: PL2014-189

FEE2014-3937	PL - DRINKING FOUNTAIN	\$32.00
FEE2014-3938	PL - FIXTURE SET ON NEW R	\$896.00
FEE2014-3939	PL - FIXTURE SET ON NEW R	\$2,016.00
FEE2014-3940	PL - FIXTURE SET ON NEW R	\$896.00
FEE2014-3941	PL - FIXTURE SET ON NEW R	\$896.00
FEE2014-3942	DC SURCHARGE (Auto)	\$468.00
FEE2014-3943	PLUMBING PERMIT FEE	\$75.00
FEE2014-3944	PROCESSING FEE (Auto)	\$3,900.00

Total Fees:	\$20,604.00
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TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: **EL2015-35**

Parcel Number: 13-2227-001-0640

Address: 9940 WEST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **17**

Block: **3**

Project Description: **Electrical [New 57 Unit Multi Family Dwelling]**

Applicant: Thunder Electrical Contractors

Applicant Role: Contractor

Address: 7035 SW 47th St # G
Miami, FL 33155

Phone: 305-669-1776

Fax: 305-669-1710

Filing Date: 3/24/2015

Decision Date: 3/30/2015

Expiration: 9/20/2015

Permit Expiration: 3/13/2017

Owners:

Name:
Bay Harbor Residences LLC

Purchase Date:

Contractors:

Name:
Thunder Electrical Contractors

Type:
Electrical

Local Phone:
305-669-1776

Fees:

Number	Description	Amount
FEE2015-936	DC SURCHARGE (Auto)	\$466.80
FEE2015-937	ELECTRICAL PERMIT FEE	\$75.00
FEE2015-938	PROCESSING FEE (Auto)	\$3,890.00
FEE2015-939	EL - AIR COND/REFRIGERATION	\$539.00
FEE2015-940	EL - SPECIAL OUTLETS	\$570.00
FEE2015-941	EL - SPECIAL OUTLETS	\$570.00
FEE2015-942	EL - LIGHTING FIXTURES/PEF	\$40.00
FEE2015-943	EL - LIGHTING FIXTURES/PEF	\$3,480.00
FEE2015-944	EL - MOTORS 0-5 HP	\$105.00
FEE2015-945	EL - SPECIAL OUTLETS	\$570.00
FEE2015-946	EL - NEW/REPLACEMENT WIF	\$1,205.75
FEE2015-947	EL - SPECIAL OUTLETS	\$570.00
FEE2015-948	EL - PER AMP	\$1,200.00
FEE2015-949	EL - PER AMP	\$240.00
FEE2015-950	EL - PER AMP	\$2,137.50
FEE2015-951	EL - TEMP SVC FOR CONSTR	\$75.00

Total Fees: **\$15,734.05**

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
Phone: 305-866-6241



Permit Fee Information

Permit Number: EL2015-35

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: **EL2015-163**

Parcel Number: 13-2227-001-0640

Address: 9940 WEST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **17**

Block: **3**

Project Description: **Low Voltage**

Applicant: Homesmart Technologies DBA Skylight Te Applicant Role: Contractor

Address: 7213 SW 48 St
Miami, FL 33175

Phone: 305-363-3773
Fax: 1-800-863-1240

Filing Date: 10/30/2015

Decision Date: 2/23/2016

Expiration: 4/27/2016

Permit Expiration: 2/4/2017

Owners:

Name:
Bay Harbor Residences LLC

Purchase Date:

Contractors:

Name:
Homesmart Technologies DBA Skylight Tech

Type:
Miscellaneous

Local Phone:
305-363-3773

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2016-205	DC SURCHARGE (Auto)	\$9.00
FEE2016-206	ELECTRICAL PERMIT FEE	\$2,400.00
FEE2016-207	PROCESSING FEE (Auto)	\$75.00
FEE2016-208	EL - TV, TEL, DATA AND SOUT	\$825.00
Total Fees:		\$3,309.00

TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE

BAY HARBOR ISLANDS, FL 33154

Phone: 305-866-6241



Permit Fee Information

Permit Number: **MC2015-79**

Parcel Number: 13-2227-001-0640

Address: 9940 WEST BAY HARBOR DRIVE
Bay Harbor Islands, FL 33154

Lot(s): **17**

Block: **3**

Project Description: **Mechanical [New 57 Unit Multi Family Dwelling]**

Applicant: B & R Engineering Corporation

Applicant Role: Contractor

Address: 13271 S.W 124th Street
Miami, FL 33186

Phone: 305-554-4294

Fax: 305-554-5512

Filing Date: 9/23/2015

Decision Date: 10/2/2015

Expiration: 3/21/2016

Permit Expiration: 2/27/2017

Owners:

Name:

Bay Harbor Residences LLC

Purchase Date:

Contractors:

Name:

B & R Engineering Corporation

Type:

Certified Mechanical

Local Phone:

305-554-4294

Fees:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
FEE2015-3721	MC - AC/REFRIGERATION	\$750.00
FEE2015-3722	MC - HEATER KW	\$183.00
FEE2015-3723	MC-DUCTWORK (Auto)	\$1,370.00
FEE2015-3724	MC - EXHAUST FANS	\$3,425.00
FEE2015-3725	MC - CONDENSATE DRAINS	\$427.00
FEE2015-3726	DC SURCHARGE (Auto)	\$414.00
FEE2015-3727	MECHANICAL PERMIT FEE	\$75.00
FEE2015-3728	PROCESSING FEE (Auto)	\$3,450.00
FEE2015-4916	REINSPECTION FEE	\$56.00
Total Fees:		\$10,150.00

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a construction trailer to be located at 1150- 101 Street as required by Section 23-4(7) of the Town Code. Enclosed find the a copy of the supporting documents.

DESCRIPTION:

The applicant is requesting approval for an 8x20 construction trailer to be located 1150 - 101 Street.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Application	construction trailer application.pdf
2.	Trailer Specifications	construction trailer specs.pdf

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154
305-993-1786



FEMA WORKSHEET
Cumulative Substantial Improvement

Date: 9/23/2016 Folio No: 13-2227-001-1500
Address: 1150 101 Street Unit No: Lot (s): 7 Block: 7
Current Owner: Tross One LLC Date Built: 1954
Current Assessed Value: (excluding land value)
Plus 20% of assessed value:
Market Value: (assessed value + 20%)
Appraised Value: (if submitted - for structure only)

Note: If total value of improvements within the last 5-year period exceeds 50% of the current market value, then the entire structure must be brought into compliance with all current construction codes and FEMA requirements.

(50% of current market value-use larger of assessed or appraised)

(* total value of applicable improvements plus proposed work)

INSPECTOR REVIEW:

APPROVAL DISAPPROVAL (date)

Chief Building Inspector - Dale Lee

Electrical Inspector - Darrell G. De Young

Plumbing Inspector - Johnny Lindgren

Mechanical Inspector - Juan Zuniga

Structural/Civil Inspector - Jaime M. Eisen

Planning/Zoning Board - Ayanidys Martinez

Public Works - Randy Daniel

Community Planner - Scott Marks

Permit #: BP2016-299

Project Description:

Construction Trailer 8x20

Zone: AE

Base Flood Elevation: 8.00

BFE certificate on file?: No

Date of BFE certificate:

Certified BFE:

Bldg Above BFE?:

Suffix: J

Map No.: 120637 7-17-95

Map Date: 3-2-94 / Date Revised:

LOG WORKSHEET

Filing Date: 9/23/2016

Address: 1150 101 Street

Owner: Tross One LLC

Unit No: _____

Lot(s): 7 **Block:** 7

Received Application to: Construction Trailer 8x20

Permit Number: BP2016-299

Applicant: Oscar Ono Installations & Services, Sagewo

INSPECTOR(S) TO REVIEW:

- ☐ SCOTT D. MARKS _____
 - ☐ DALE E. LEE _____
 - ☐ DARRELL G. DE YOUNG _____
 - ☐ JOHN LINDGREN _____
 - ☐ TOWN COUNCIL _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



TOWN PLANNER REVIEW WORKSHEET

9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel: 305-993-1786 Fax: 305-861-1130

Date: 9/23/2016

Permit #: BP2016-299

Property Owner/Address:

Tross One LLC
1150 101 Street
Bay Harbor Islands, FL 33154

ORIGINAL

Lot(s): 7 Block: 7

Total Hours of Review: 1/2 hr

Plans Must Be Resubmitted?: NO

Special Notes:

Approved

Scope of Work: Construction Trailer 8x20

Date Charged: 9/22/2016 Amount Due: \$45.00

Please make check payable to:

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

The attached comment sheet will list any corrections to be made. If corrections are required, the information must be re-submitted to the engineer for further review. Further review may necessitate in additional fees being charged.

If you have any questions, contact the Building Department at (305) 993-1786.



TOWN PLANNER REVIEW WORKSHEET

Date: 9/22/16

Property owner and address:

1150 101 St

Lot 7 / Block 7

Permit Number ~~BP 2016-235~~ BP2016-299

Total Review Time 0.5

Plans must be resubmitted: _____ YES X NO

Special Notes:

- MMPA is ok with the location of the trailer.
- The Building official must determine if this is a trailer or portable storage unit (PSU).

SDM

Scott Marks, Community Planner

TOWN OF BAY HARBOR ISLANDS

9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154

Tel.: 305-993-1786 Fax: 305-861-1130

PERMIT APPLICATION

INSTRUCTIONS - The following steps must be taken to obtain a permit from the Town of Bay Harbor Islands.

- Step 1. Complete the attached permit application which must be signed by the property owner and qualifier. Both signatures must be notarized. Please print or type to allow for a more accurate processing of your application. All permits/plans must be dropped off and may take up to 15 working days to be processed. Building Department hours of operation are Monday - Friday from 8:00 a.m. 3:30 p.m.
- Step 2. Submit the completed application with all necessary documents to the Building, Planning and Zoning Department for processing. During the processing of your application, you may be asked to submit additional information.

APPLICATION

JOB ADDRESS: 1150 101st, Bay Harbor Islands		UNIT #:	PROCESS NUMBER: BP2016-299
FOLIO NUMBER:			
LOT:	BLOCK:	TOWN OF BAY HARBOR ISLANDS PB 46 PG 5	
MASTER PERMIT # BP 2016-234			
PROPOSED USE OF PROPERTY:		CURRENT USE OF PROPERTY:	
TENANT INFORMATION:			
JOB COST: \$ 2000		SQUARE FOOTAGE:	
DESCRIPTION OF WORK: CONSTRUCTION TRAILER			

PERMIT TYPE (✓)	
Building	☒
Electrical	☐
Mechanical	☐
Plumbing	☐
LPGX	☐
Roofing	☐
Fence	☐
Other	☐

PERMIT CHANGE (✓)	
Chg. Contractor	☐
Renewal	☐
Revision	☐
Extension	☐
Supplement	☐
Reinspection	☐
	☐
	☐

TYPE OF IMPROVEMENT (✓)			
New Construction	☐	Enclosure	☐
Alteration Exterior	☐	Repair	☐
Alteration Interior	☐	Demolish	☐
Relocation of Structure	☐	Shell Only	☐
Foundation Only	☐	Add'l Attachment	☐
Other	☐	Add'l Detachment	☐
Other	☐		☐

PROPERTY OWNER	
Name: TROSS One LLC	
Address: 12000 Biscayne Boulevard	
Home Telephone: 305-902-8558	Work Number:

CONT. REGISTRATION # CONT-	
Company Name: Sagewood Construction	
Qualifier Name: Luciano Marcelo deMello	
License No. CGC 1524140	
Address: 330 NE 80th Terrace	
City: Miami	State: FL Zip Code: 33138
Telephone: 786-482-8000	Fax:
Email Address: Mello@sagewoodconstruction.com	
Contact Person/Permit Expediter: 786-681-5019	

ENGINEER	
Name:	
License No.	
Address:	
Business Telephone:	
Fax:	

ARCHITECT	
Company Name:	
License No.	
Address:	
Telephone:	Fax:

IMPORTANT NOTICES

1. DO NOT BEGIN ANY WORK WITHOUT HAVING RECEIVED YOUR VALIDATED PERMIT AND PERMIT CARD. Applying for a permit does not grant the right to begin construction. HOURS OF CONSTRUCTION are limited to: Monday through Saturday from 8:00 a.m. to 6:00 p.m. No inspections will be conducted on weekends and holidays.
2. All construction of demolition areas MUST BE MAINTAINED IN A CLEAN, NEAT AND SANITARY CONDITION free from construction debris.
3. STREETS AND NEIGHBORING PROPERTIES SHALL BE KEPT FREE FROM DIRT AND DEBRIS.
4. SWALES MUST BE PROTECTED FROM BEING DAMAGED BY EQUIPMENT OR VEHICLES.
5. Construction trailers are prohibited on single family residential construction sites. Other construction may have a trailer, which requires a separate permit.
6. PORTABLE TOILETS for a construction site require a separate permit and must be screened from view.
7. DO NOT DISCHARGE WATER INTO THE RIGHT OF WAY OR STORM DRAINS without approval from the Building Department.
8. EQUIPMENT AND MATERIALS SHALL BE STORED at least 10 feet from the edge of pavement.

AFFIDAVIT - Please read carefully

Application is hereby made to obtain a permit to do work and installation as indicated. I, the OWNER of the property, certify that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that separate permits are required for ELECTRICAL, PLUMBING, POOL, EXTERIOR DOOR, MECHANICAL, WINDOW, FENCE, DRIVEWAY, ROOFING, SHUTTERS and SIGNS. There may be additional permits required from other governmental agencies.

I, the OWNER of the property, have disclosed all information related to any work at the property performed in the prior twelve months to the Building Official. Further, I am fully aware that if the cumulative cost of work to my home or business under this and any other permit equals or exceeds fifty percent (50%) of the fair market value of the structure, the entire structure must meet the present federal flood criteria for finished floor elevation. I am also fully aware that if the total cost of work to my home or business under this and any other permit exceeds fifty percent (50%) of the replacement cost of the structure, then the entire structure must conform to the current code requirements of the Florida Building Code.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in your paying twice for improvements to your property. If you are spending more than \$2,500 or intend to obtain financing, you may wish to consult with your attorney or lender before recording your Notice of Commencement. The Notice of Commencement must be recorded with the Clerk of Courts, for additional information please call 305-372-7777. Once recorded, the Notice of Commencement must be POSTED AT THE JOB SITE in accordance with Section 713.35 of Florida Statutes.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Owner

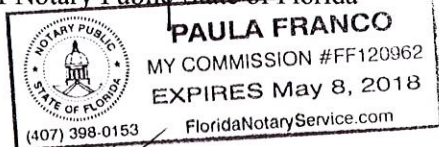
Daniel Duarte Jevaux

Print Name

Sworn to and subscribed before me this 21 Day of September, 2016.

Signature of Notary Public-State of Florida

SEAL:

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Signature of Contractor Qualifier

Luciano Marcelo deMello

Print Name

Sworn to and subscribed before me this 21 Day of September, 2016.

Signature of Notary Public-State of Florida

SEAL:

Personally known ☒ OR, Produced Identification ☐

Type of Identification Produced: _____

INSTRUCTIONS: Please indicate the type of work being performed and quantity(ies) in the space provided below.

ELECTRICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Fixture - Fluorescent		Motor, Equipment outlet		Repair Circuits	
Air Conditioners		Fixture - Light		Special Purpose Outlet		Service, Number of Amps	
Chiller		Flood Lights		Outlet		Signs	
Clear Violations		FPL - Load Control		Oven		Space Heater (kw)	
Compactor		Generators, etc.		Parking Lot Lights		Spas/Hot Tubs	
Deep Freezer		Heat recovery		Plugmold/Strip		Subfeeds, No. Of Amps	
Demolition		Low-volt Burglar		Posts		Swim Pool, Commercial	
Dishwasher		Low-volt, Fire		Range/Range Top		Swim Pool, Residential	
Dryer		Low-volt,		Recept. Outlet		Switchboards	
Fan		Low-volt, Television		Refrigerator, Comm.		Temp Serv, Construction	
Fire Pump		Motor, Equipment		Refrigerator, Domestic		Temp for Test - 30 days	
				Renew - Temp Service		Utility Wiring	

MECHANICAL							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Condensate Drain		Heating Strips, each		Ventilation, Cost	
A/C Central, Tons		Cooling Tower		Piping, Flammable Liquid			
A/C Wall/Win, Tons		Dryer Vents, Number of		Process/Pressure Piping			
Air Handler, Tons		Ductwork, Cost of		Pressure Vessel			
Barbecue		Fireplaces, Number of		Refrigerator, Tons			
Bath Fan-Vented, #		Generator		Vent Hood, Resident			

PLUMBING							
Type	Qty.	Type	Qty.	Type	Qty.	Type	Qty.
Minimum Fee		Demolition		Sprinkler Pump		Ice Maker	
Supply A/C Well		Fountain		Pool Pump Replace		Indirect Wastes	
A/C Condensate		Filter Replace		Sump Pump		Laundry Tray	
Discharge Well		Pool Piping		Gas - Natural		Lavatory	
Area Drains		Fire Pump		Gas - Propane		Shower	
Backflow		Sprinkler Zones		Gas - Appliance		Sink	
Roof Drains		Sprinkler Heads		Misc. Repairs		Urinal	
Catch Basin		Sprinkler Repair		Temporary Toilet		Vacuum Pump	
French Drain		Supply Well		Bath Tub		Water Closet	
Soakage Pit		Sewer Connection		Bidet		Water Heater	
Grease Trap		Jockey Pump		Clothes Washer		Water Heater New	
Interceptor		Misc. Equipment		Dental Chair		Water Re-pipe	
Cap Fixture		Pump and Abandon		Dishwasher		Water Service	
Cap - Water		Domestic Pump		Floor Drain			
Cap - Sewer		Re-circulate Pump		Drinking Fountain			

TO ALL HOMEOWNERS AND/OR CONTRACTORS

Be advised that construction hours are between 8:00 a.m. and 6:00 p.m. Monday through Saturday (excluding holidays)

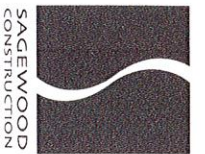
For all inspections the permits and paperwork (plans, etc.) must be posted at the job site during completion of work. Inspectors must have access to all paper work as they do make notations on the permit and/or permit card. Non-compliance will result in a re-inspection fee being charged (\$55.00). Any inspection requiring a ladder must have an OSHA approved ladder provided at the site.

Inspections are to be scheduled a minimum of 24 hours in advance. Any cancellation must be made by 9:00 a.m. The Building Department is open from 8:00 a.m. to 3:30 p.m. When calling in an inspection have all information ready - permit number, name of owner, address (and any information on how to access building).

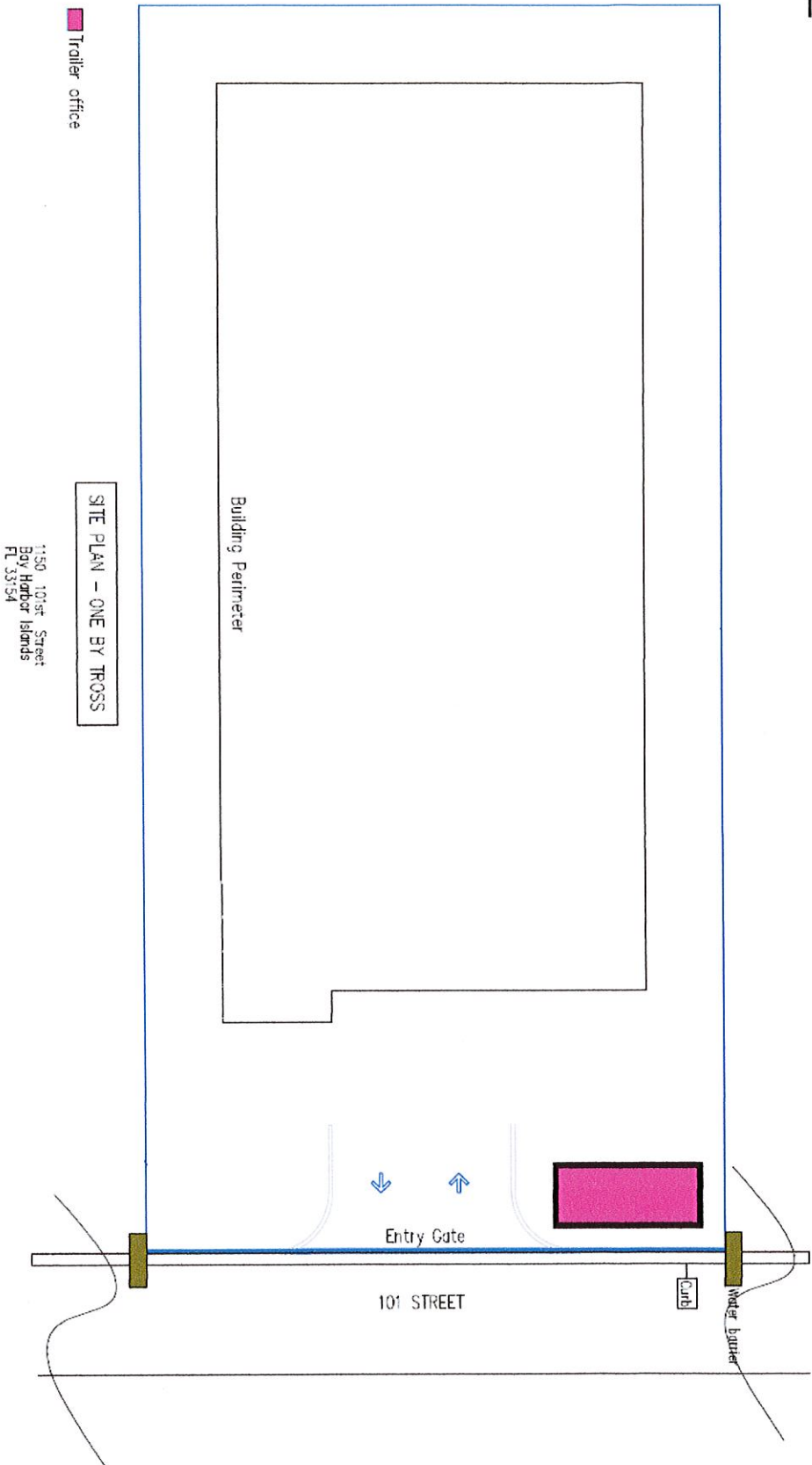
BUILDING DEPARTMENT - 305-993-1786**FAX NUMBER - 305-861-1130**

Electrical, Plumbing and Mechanical inspections are scheduled for:
Monday, Wednesday and Fridays

Building inspection are scheduled for: _____
Monday, Tuesday, Wednesday and Thursdays



1. SURVEY





Ground Level Office

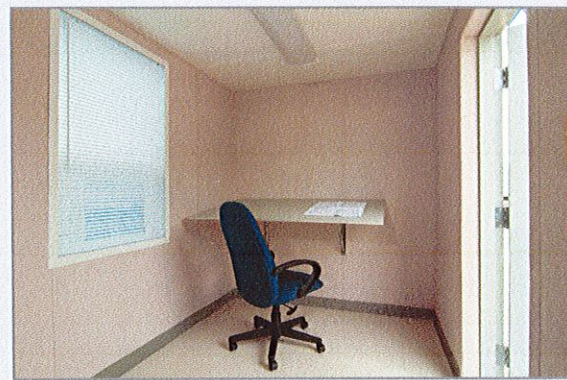
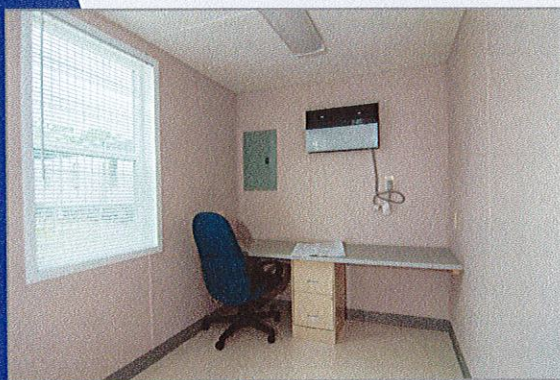
No need for anchoring, ground level entry.



Available in 8' x 20' and 8' x 40'

SPECIFICATIONS

- » Steel Frame Construction
- » High-efficiency HVAC system
- » 7-day programmable thermostat
- » Steel doors with vision panel
- » Heavy duty door chain
- » R11 insulated walls
- » Double insulated Low-E windows
- » Built-in blinds
- » Built-in fluorescent lighting
- » Blank Data box
- » Built-in desk with 2 drawer file cabinet and folding plan table



Ask us about...



STORAGE CONTAINERS

Secure portable storage units in 8' x 20' and 8' x 40' sizes.



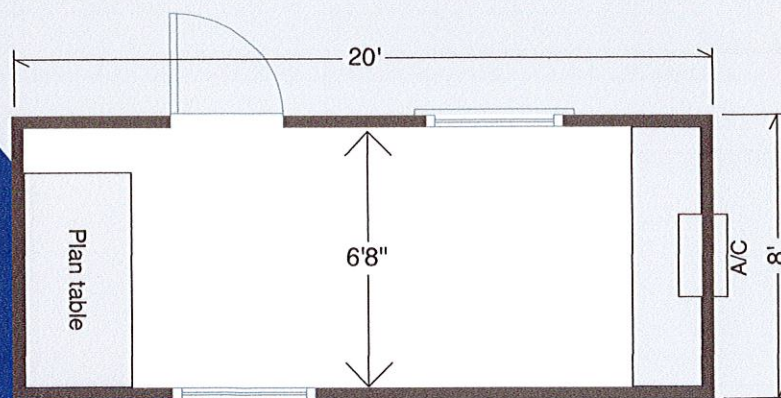
FURNITURE

Various prices and styles to fit any budget.



INSURANCE

Optional commercial general liability and damage waiver option.



Experienced ★ Local ★ Proven

World-class service you can count on, with guaranteed on-time delivery,

Call today or visit us online: 800-523-7918 www.ModSpace.com

TIE DOWN

(DOUBLE DISC / DOUBLE TENSION HEAD ANCHORS)

The container will be tied down in four sides.



Note: Prior to installation, refer to any local, state and federal regulations, to assure proper compliance. Soil test probe the anchor location in order to match the soil classification with the proper anchor.

Minute Man anchors[®], Inc.

ANCHOR INSTALLATION

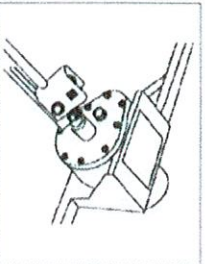
There are two basic methods of installing anchors, each equally effective in properly securing manufactured homes to the ground.

CAUTION: The installation of anchors with a drive machine is a two person operation.

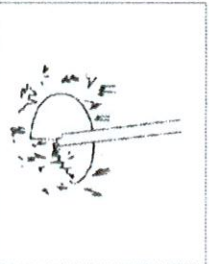
MACHINE INSTALLATION

In this method, the anchor is turned to full depth into the ground by an anchor drive machine.

1. Attach anchor to machine.



2. Placed anchor in proper position in line with strap and machine.



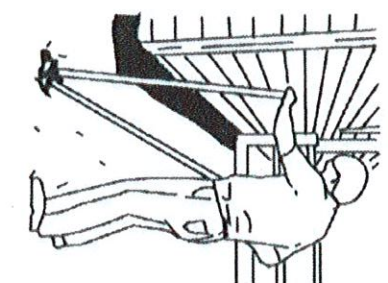
3. Anchor should be installed at a slight angle as shown to assure head being positioned behind future skirting.



Warning: Before ground anchor installation, determine that the anchor locations around home will not be close to any underground electrical cables, water lines or sewer piping. Failure to determine the location of electrical cables may result in serious personal injury.

MANUAL INSTALLATION

A hole is dug to a depth of approximately $\frac{1}{2}$ the length of the anchor, in the proper position as explained under machine installation.



After the hole is dug to $\frac{1}{2}$ the length of the anchor, then the anchor is turned into the ground by hand, using a rod or length of pipe for leverage or by machine.

After anchor is installed full depth, earth is repacked, six inches at a time.

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Section 20-9 of the Town Code increasing the monthly base and flow charges for sewer service. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	Ordinance - sewer - amending Sec. 17-2 ...pdf
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ORDINANCE NO. _____

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 5.73% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County’s increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

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

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

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

Residential Users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.72~~ \$7.11 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$17.69~~ \$18.70 per living unit regardless of usage.

Non-residential users:
Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$6.72~~ \$7.11 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1”	\$73.63	\$77.85
1.5”	\$147.25	\$155.69
2”	\$235.62	\$249.12
3”	\$441.72	\$467.03

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

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

Section 2. **Penalties**

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. **Severability**

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Inclusion in the Code**

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. **Effective Date**

This Ordinance shall be effective for all billings rendered after October 1, 2016.

PASSED this 12th day of September 2016 on first reading.

PASSED AND ADOPTED this 10th day of October, 2016 on second reading.

MAYOR

ATTEST:

TOWN CLERK

COUNCIL VOTE			
NAME	FOR	AGAINST	ABSTAINED (CONFLICT OF INTEREST)
Vice Mayor Stephanie Bruder			
Council Member Joshua D. Fuller			
Mayor Jordan W. Leonard			
Council Member Kelly Reid			
Council Member Isaac Salver			
Council Member Elizabeth Tricoche			
Council Member Robert H. Yaffe			

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Section 9-38(b) of the Town Code increasing the monthly solid waste fees. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	ordinance - solida waste - amending Sec. 17-2 ...pdf
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ORDINANCE NO. _____

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town Council has determined it is necessary to increase the fees for solid waste disposal in order to fund increased costs;

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

Section 1.

Sections 9-38(b) and (c) of the Code of Bay Harbor Islands are hereby amended to read as follows:

- (b) Every person, firm, corporation, partnership, or other legal entity owning or operating a residential unit, whether a single family dwelling, multiple family dwelling, a condominium, apartment, or other dwelling unit shall pay a monthly fee as follows:
- (i) For a condominium, or co-op building with three or more units, a monthly fee of ~~\$16.25~~ \$16.75 per unit.
 - (ii) For a rental apartment building with three or more units, a monthly fee of ~~\$19.30~~ \$19.90 per unit.
 - (iii) For single family residences and duplexes, a monthly fee of ~~\$22.15~~ \$22.80 per unit.
 - (iv) For all buildings, dwellings, etc., with private waste haulers, a monthly fee of ~~\$3.30~~ \$3.40 per unit for recycling fees.
- (c) Every person, firm, corporation, partnership, or legal entity owning or operating a commercial establishment, shall be required to use sanitation and waste-disposal service furnished by the town and the owner of said property shall pay for waste collection and disposal on the basis of ~~\$16.50~~ \$17.00 per container (32 gallons or equivalent), per month.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after October 1, 2016.

PASSED this 12th day of September 2016 on first reading.

PASSED AND ADOPTED this 10th day of October, 2016 on second reading.

MAYOR

ATTEST:

TOWN CLERK

COUNCIL VOTE			
NAME	FOR	AGAINST	ABSTAINED (CONFLICT OF INTEREST)
Vice Mayor Stephanie Bruder			
Council Member Joshua D. Fuller			
Mayor Jordan W. Leonard			
Council Member Kelly Reid			
Council Member Isaac Salver			
Council Member Elizabeth Tricoche			
Council Member Robert H. Yaffe			

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on first reading requested by Mayor Leonard amending Section 23 of the Town Code, to prohibit licensed professionals from engaging in counseling efforts, practices, or treatments with the goal to change a minor's sexual orientation or gender identity. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

Enclosed find a copy of the proposed ordinance requested by Mayor Leonard to prohibit licensed professionals from counseling or providing treatments with the intent to change a minor's sexual orientation or gender identity.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Proposed Ordinance	Ordinance - Conversion Therapy - Rev.pdf
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ORDINANCE NO. _____

AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23 OF THE CODE OF THE TOWN OF BAY HARBOR ISLANDS, ENTITLED “USE REGULATIONS B-1 DISTRICT,” BY CREATING SECTION 23-5.2, TO BE ENTITLED “SEXUAL ORIENTATION OR GENDER IDENTITY CHANGE EFFORTS,” TO PROHIBIT LICENSED PROFESSIONALS FROM ENGAGING IN COUNSELING EFFORTS, PRACTICES, OR TREATMENTS WITH THE GOAL TO CHANGE A MINOR’S SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the American Psychiatric Association published a position statement in December 1998 opposing any psychiatric treatment, including reparative or conversion therapy, which therapy regime is based upon the assumption that homosexuality *per se* is a mental disorder or that a patient should change his or her homosexual orientation; and

WHEREAS, the American Psychological Association’s Task Force on Appropriate Therapeutic Responses to Sexual Orientation (“APA Task Force”) concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including, among other things, confusion, depression, social withdrawal, suicidality, substance abuse, self-hatred, high-risk sexual behavior, and a feeling of being dehumanized; and

WHEREAS, following the report issued by the APA Task Force, the American Psychological Association issued a resolution in 2009 on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts, advising parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and encouraging psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increased family and school support, and reduced rejection of sexual minority youth; and

WHEREAS, the American Academy of Child and Adolescent Psychiatry published a statement in 2012 in its journal that, “given that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated”; and

WHEREAS, the American Academy of Pediatrics, the American Medical Association Council of Scientific Affairs, the National Association of Social Workers, the American Counseling Association Governing Council, the American School Counselor Association, and the American Psychoanalytic Association have each asserted in reports or position statements that sexual orientation change efforts, including reparative therapy or conversion therapy, are not recommended and may be harmful; and

WHEREAS, the Pan American Health Organization issued a statement in 2012 that “these supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements”; and

WHEREAS, the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services issued a report in 2015 examining the scientific literature on conversion therapy and concluding that “conversion therapy—efforts to change an individual’s sexual orientation, gender identity or gender expression—is a practice that is not supported by credible evidence” and that “may put young people at risk of serious harm”; and

WHEREAS, the Town of Bay Harbor Islands (“Town”) has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning youth, and in protecting its minors against exposure to serious harms caused by sexual orientation and gender identity change efforts; and

WHEREAS, the Town Council hereby finds that being lesbian, gay, bisexual, or transgender is not a disease, disorder, illness, deficiency, or shortcoming, and that research has demonstrated sexual orientation and gender identity change efforts can pose critical health risks to lesbian, gay, bisexual, or transgender persons; and

WHEREAS, it is the desire of the Town Council to prohibit, within the geographic boundaries of the Town, the use of sexual orientation or gender identity change efforts with minors, including reparative and conversion therapy, which have been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, and transgender persons.

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

Section 1: That Section 23-5 of the Town Code is hereby amended to create 23-5.2 as set forth in the attached Exhibit “A”, and by reference are made a part hereof.

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

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

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

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

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

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

**JORDAN W. LEONARD
MAYOR**

ATTEST:

**MARLENE M. SIEGEL
TOWN CLERK**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**CRAIG SHERMAN, ESQ.
TOWN ATTORNEY**

EXHIBIT “A”

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

CHAPTER 23-5

USE REGULATIONS, B-1 BUSINESS DISTRICT

...

Sec. 23-5.2. Sexual Orientation or Gender Identity Change Efforts Prohibited

(a). Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Article, except when the context clearly indicates a different meaning:

Conversion therapy means any counseling, practice, or treatment performed with the goal of changing a person’s sexual orientation or gender identity including, but not limited to, efforts to change behaviors, gender expression, or to reduce or eliminate sexual or romantic attraction or feelings toward a person of the same gender. Conversion therapy does not include counseling that:

1. Provides support to a person undergoing gender transition;
2. or provides acceptance, support, and understanding of a person or facilitates a person’s coping, social support, and identity exploration and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person’s sexual orientation or gender identity.

Minor means a person less than eighteen (18) years of age.

Reparative therapy has the same meaning as conversion therapy defined in this section.

(b) Conversion therapy prohibited.

A person who is licensed by the State of Florida to provide professional counseling, or who performs counseling as part of his or her professional training under Chapters 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including, but not limited to, medical practitioners, osteopathic practitioners, psychologist, psychotherapists, social workers, marriage and family therapists, and licensed counselors, may not engage in conversion or reparative therapy with a minor.

(c) Enforcement; penalties.

A violation of Section 23-5.2 shall be enforced pursuant Section 1-8 of the Town Code. Each day that a violation occurs constitutes a separate offense.

...

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 10.

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

DESCRIPTION:

After several meetings and discussions the Town Council has asked staff for more research on the possibility to regulate vacation rentals on the East Island. After extensive research of several South Florida communities that have adopted regulations governing the vacation rentals, staff seeks guidance on the proposed criteria that would regulate and imposed eligibility requirements on the subject.

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

At the last meeting the Town Council discussed some changes to the proposed ordinance that have been incorporated by Town Planner Michael Miller.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Proposed Ordinance	VR-Draft Ord Aug 2 2016.pdf
2.	Exhibit A	Draft Revised Exhibit A Text Oct 10 2016.pdf
3.	Staff Report - MM	VR BHI Final TC Staff Report Vacation Rentals July 25 2016.pdf
4.	MD Code	BHI Vacation Rental Regs MD Code Excerpts.pdf

ORDINANCE NO. _____

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

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

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

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

WHEREAS, land uses that are transient public lodging establishments, as defined in Section 509.013, *Florida Statutes* (2015), are non-residential uses not permitted within

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

WHEREAS, the Town already has adopted regulations for transient rental uses (tenancies less than 6 consecutive months in any 12 months) in Section 23-3(a)(1) of the RD- Single-Family zoning district on the West Island which were adopted by the Town Council in July 2004; and

WHEREAS, Chapter 2011-119, Laws of Florida, created a new classification of public lodging establishment known as vacation rentals that is defined in Section 509.242(c), Florida Statutes (2015), as "any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project."; and

WHEREAS, Subsection 509.032(7), Florida Statutes (2015), provides that "a local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals", except that local regulations adopted on or prior to June 1st, 2011 are grandfathered; and

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

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

WHEREAS, the presence of vacation rentals within existing residential buildings in established residential neighborhoods can create negative compatibility impacts, among

which include, but are not limited to, excessive noise, on-street parking and off-street parking demands, accumulation of trash, and diminished public safety; and

WHEREAS, transient public lodging establishments that are not vacation rentals are subject to stricter development standards, undergo annual inspections, and have more stringent operational and business requirements; and

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

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

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

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

Section 1: That the Town of Bay Harbor Islands Code of Ordinances is hereby amended to add Article VI – Vacation Rentals to Chapter 23, provide definitions and regulations for vacation rentals within the RM-1, RM-2, and RM-3 zoning districts, as more fully set forth in the attached Exhibit “A”, and by reference are made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity

shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

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

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

Section 5: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

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

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

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT "A"

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

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. – Zoning Regulations

Sec. 23.4. – Use regulations, RM-1 and RM-2 Multiple Family district

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

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

Sec. 23-5. - Use regulations, B-1 Business district.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.

(1a) Vacation Rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

- (2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.
- (3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, drug and sundries.
- (4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.
- (5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.
- (6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.
- (7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set

forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used or the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

- (8) Religious institutions provided any such use is located on the second floor or higher floors of buildings.

(8.1) No land or structure shall be utilized as a religious institution without a public hearing before the town council. An institution facility shall be defined as churches and ecclesiastical or denominational or established physical places for worship at which non-profit religious services and activities are regularly conducted and carried on. All incidental and ancillary uses shall be delineated on the zoning application and shall constitute a restriction on the uses permitted on the property. All subsequent ancillary and incidental uses shall require a separate application which shall be subject to approval by the town council.

(a) *Application.* The applicant shall submit an application for zoning approval on a form approved by the town manager. The application shall include a detailed site plan which shall include the elevation of the structure from all sides of the structure, a floor plan, a landscape plan, a parking plan (which may include a cross parking agreement or other mitigating factors which will address the parking requirements of the zoning code) and other documentation which the applicant believes will support its application. The application shall require a filing fee in the amount of \$1,500.00, made payable to the town. In addition, the applicant shall furnish to the town manager, within 20 days of filing the application, a certified list of property owners within 500 feet of the application property.

(b) *Public hearing.* The town council shall conduct a public hearing(s) in accordance with F.S. ch. 163. No public hearing shall be conducted by the town council unless and until all pending code violations have been corrected and all outstanding fines paid in full.

(c) *Burden of proof.* At the duly advertised public hearing, the applicant has the affirmative duty to satisfy all of the requirements:

1. That the use will not unduly burden public facilities including, but not limited to traffic, off-street parking, water and sewer, police and fire; and
2. That the use will not significantly result in a diminution of the value of the property in the immediate vicinity; and
3. That the use will not result in a materially greater adverse impact on public services and facilities than the impact that would result from development of the same parcel pursuant to the underlying district regulations; and

4. The applicant shall demonstrate compliance with other provisions of the zoning code, including, but not limited to [section 23-24](#) of the Code. If the applicant is unable to meet one or more of the provisions of the Code, they may be permitted to waive such provision(s) based upon competent and substantial evidence that demonstrates that such provision(s) is/are unnecessary or unwarranted and no new adverse impacts will result from this waiver. In its deliberations, the town council shall consider special circumstances, which may be attributable to the applicant based upon its religious practices.
- (d) *Restrictive covenant.* At least ten days prior to the public hearing, the applicant may submit a declaration of restrictive covenants which shall be executed by the owner and tenant which shall, if applicable;
1. Restrict the use to the submitted site;
 2. Contain restrictions on the hours of operation or other special attributes of the religious facility;
 3. A statement that the applicant has satisfied all outstanding code violations and fines;
 4. Other restrictions mutually agreed upon by the applicant and town manager.

The restrictive covenant shall be approved by the town attorney for form and legal sufficiency.

- (e) *Change of ownership or tenancy.* The property owner shall have the affirmative duty and obligation to notify the town manager, in writing, of any change of ownership or tenancy of property utilized as a religious institution. Said written notification shall occur within 30 days of the change. Failure to timely notify the town manager of the change of ownership and/or tenancy can result in the termination of the authorization of the religious facility to conduct its services, following a duly advertised public hearing.
- (9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.
 - (10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.
 - (11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

- (12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.
- (13) Dry cleaning pick-up and delivery, provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (14) Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.
- (15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:
 - (a) Uses and facilities shall be limited to

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

- (1) Any use permitted in the RM-1 or RM-2 Multiple Family districts.
- (2) Allowable residential uses shall not be construed to include hotels, motels, condo-hotels, and interval ownership (timeshare) units.
- (3) Vacation Rentals subject to the provisions in Chapter 23, Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

ARTICLE VI. - VACATION RENTALS

Sec. 23-70. – Purpose.

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

Sec. 23-71. – Definitions.

For the purpose of this Article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. Words not

defined shall be given their meaning as provided in Section 23-1. Definitions, of the Code of Ordinances of the Town of Bay Harbor Islands, Florida.

Bedroom or sleeping room shall mean a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a bathroom without crossing another bedroom or interior room.

Certificate of Compliance shall mean a document issued by the Town finding the building, land use or site complies with the applicable Code regulations and procedures.

Garbage shall be interpreted as defined in Section 9-21 of the Code of Ordinances.

Owner shall mean an individual, firm, association, syndicate, partnership, or corporation owning or having a proprietary interest in a parcel of land.

Person shall mean a corporation, company, association, society, firm, partnership, or joint stock company, as well as an individual, a state, and all political subdivisions of a state or any agency or instrumentality thereof.

Residential property refers to the specific multi-family residential zoning districts in Sec. 23.4 and 23.6.

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

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

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

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

(A) Registration Required. It is unlawful for any person to allow another person to occupy any Residential Property as a Vacation Rental within the Town of Bay Harbor Islands, or offer such rental services within the Town of Bay Harbor Islands, unless the person has registered the Vacation Rental property with the Town of Bay Harbor Islands and the Vacation Rental property has been issued a Business Tax Receipt (BTR) in accordance with the provisions of this Article.

Application for registration. In addition to the standard Town Business Tax Receipt (BTR) application information and documentation, applications for registration shall set forth at a minimum:

1. The legal description of the property offered for rental (i.e., address, lot, block and subdivision name);

2. Name, address, and phone number of owner of said property;

3. Name, address, and emergency contact phone number of the responsible party for said property, which shall be twenty-four (24) hour, seven (7) days a week contact number;

4. Agreement by the responsible party that the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;

5. Agreement by the owner and responsible party to all of the following:

- a. That all vehicles associated with the Vacation Rental must be parked in compliance with the Code of Ordinances of the Town of Bay Harbor Islands;
- b. That it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in Chapter 12, Article II, Noise anywhere in the Town;
- c. That the owner, responsible party and property shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes;
- d. That no solid waste container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and the solid waste container shall be removed before midnight of the day of pickup;
- e. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance; and
- f. That the application and any related approvals are specific to the property identified in the application and approval; other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property which is the subject of the application.
- g. That the subletting of any Vacation Rental property is strictly prohibited.

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

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

8. Proof of licensure with, or exemption from, the Florida Department of Business and Professional Regulation for a transient public lodging establishment, where applicable; and

9. Proof of compliance with Subsection 23-74.

10. Proof that notice has been provided to, and written consent has been given by the condominium, cooperative or management of the complex in which the Vacation Rental unit or units are proposed.

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

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

Sec. 23-73. – Fees for Business Tax Receipt.

The Town may charge reasonable fees to compensate for administrative expenses in the review, inspection and issuance of a Vacation Rental Business Tax Receipt (BTR), and for enforcement of these Code provisions. The fees for a Vacation Rental BTR shall be provided for by resolution adopted by the Town Council of the Town of Bay Harbor Islands.

Sec. 23-74. – Responsible party required.

(A) Whenever any property is required to be registered under this Article, the owner shall appoint a natural person who resides within thirty (30) miles to serve as the responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement for notice to the owner. An initial responsible party shall be designated and name submitted with the application for registration, and the Town Manager or his designee shall thereafter be notified of any change of responsible party within fifteen (15) days of such change. Further, it is the affirmative duty of the responsible party to:

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

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

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

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

5. Be situated close enough to the property as to be able to, and shall, respond to emergency calls within two (2) hours of notification;

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

7. Maintain the entire property free of garbage and litter that is not stored in authorized receptacles for collection in compliance with the applicable Code provisions.

Failure of the Owner to report a change of the responsible party, or failure of the owner or responsible party to perform the tasks listed herein may result in those penalties listed in Section 23-76.

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

(A) Minimum Requirements for Issuance of a Business Tax Receipt (BTR).

The Town Manager or his designee may issue a Business Tax Receipt (BTR) to the applicant upon proof that the following has occurred:

1. The owner and responsible party completes the Town of Bay Harbor Islands Business Tax Receipt (BTR) application form pursuant to Chapter 13 of the Code of Ordinances with the supplemental Vacation Rental information set forth herein;

2. A BTR from Miami-Dade County;

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

4. A Florida Department of Business and Professional Regulations license as a transient public lodging establishment, where applicable;

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

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

(B) Vacation Rental Standards.

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

1. Minimum life/safety requirements:

- a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply with the current standards of Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.
- b. Bedroom or sleeping rooms. All bedrooms or sleeping rooms shall meet the minimum requirements of the Florida Building Code.
- c. Smoke and carbon monoxide (CO) detection and notification system. If an interconnected and hard-wired smoke and carbon monoxide (CO) detection and notification system is not in place within the vacation rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code – Residential.
- d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the locations.
- e. There shall be posted, next to the interior door of each bedroom or sleeping room a legible copy of the building evacuation map – Minimum 8' - ½" by 11".

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

- a. One (1) person per one hundred fifty (150) gross square feet of permitted, air-conditioned living space; and
- b. Two (2) persons per bedroom or sleeping room, meeting the requirements for a bedroom or sleeping room in the Florida Building Code, plus two (2) additional persons that may sleep in one common area; and
- c. The maximum occupancy shall be limited to 2 transient occupants per sleeping room and 2 transient occupants per any other room in the vacation rental unit. As a way of example, this means a maximum of 2 persons per bedroom / maximum of 2 additional persons per living room / great room / den / etc. (does not include kitchens, bathrooms, closets, pantries, hallways, laundry rooms, and porches).
- d. Three (3) transient occupants per one (1) off-street parking space legally available to the property, the exact number of which is determined by the

requirement of Section 23-24 of the Town of Bay Harbor Islands Code of Ordinances.

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

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

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

- a. A statement advising the Occupant that any sound that is a Noise Disturbance as provided per definition in Section 12-21 of the Code of Ordinances of the Town of Bay Harbor Islands is subject to Town code enforcement, including but not limited to fines;
- b. A sketch of the location of the off-street parking spaces available to the property;
- c. The days and times of trash pickup and the solid waste handling and containment requirements of this Article;
- d. The location of the nearest hospital; and
- e. The local non-emergency police phone number.

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

7. Advertising. Any advertising of the Vacation Rental unit shall conform to information included in the Vacation Rental Business Tax Receipt (BTR) and the property owner's approval, including but not limited to the maximum occupancy.

8. Sexual offenders and sexual predators. It is unlawful to allow another person to occupy an residential property as a Vacation Rental within the Town of Bay Harbor Islands, with the knowledge that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said residential property pursuant to Section 14-17 of the Code of Ordinances, if such place, structure, or part thereof, is located within two thousand five hundred (2,500) feet

of any school, designated public school bus stop, day care center, park or playground or other place where children regularly congregate.

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

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

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

(A) Initial and Annual Compliance Inspections of Vacation Rentals.

An inspection of the dwelling unit for compliance with this section is required prior to the initial issuance of a Vacation Rental Business Tax Receipt (BTR). If violations are found, all violations must be corrected and re-inspected within thirty (30) calendar days before the initial Vacation Rental BTR may be issued. Failure to correct deficiencies identified in the annual inspections within the timeframes provided shall result in the suspension of the Vacation Rental BTR until such time as the violations are corrected and re-inspected. Once the initial Vacation Rental BTR is issued, the Town will periodically re-inspect the Vacation Rental unit on an as-needed basis, but not less than once every 3 years from the date of issuance.

(B) Business Tax Receipt (BTR) not transferable.

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

(C) Expiration of BTR.

All BTR issued under the provisions of this Article shall be valid for no more than one year, and all BTR shall expire on September 30th of each year. Fees for renewal and applicable late renewal fees shall be established by resolution of the Town Council.

(D) Revocation.

1. Any BTR issued pursuant to this Article may be denied, revoked, or suspended by the Town Manager for the violation of this Article, any provision of the Town of Bay Harbor Code of Ordinances, or state law by the owner, responsible party or occupants. Such denial, revocation or suspension is in addition to any penalty provided herein.

2. Offenses/violations.

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

b. Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that maximum occupancy violations shall also be subject to subsection 23-76(D).

c. Sexual offender and sexual offender residency – If a person or persons, as defined in Sec. 14-17 of the Town Code, are found to occupy a Vacation Rental unit, all Town issued BTR or other rights to use a dwelling unit as a Vacation Rental shall be revoked.

3. Remedies/enforcement. Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is key that vacation rental owners and Responsible Parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be conducted in accordance with Florida Statutes Chapter 162 and Code of Ordinances of the Town of Bay Harbor Islands. The remedy / enforcement provisions set forth herein shall take precedent over other Town Code Enforcement regulations. If an Owner, as defined hereinabove, owns and operates multiple Vacation Rental units in the Town, the cumulative offenses that occur in the Vacation Rental units shall be used in enforcement actions.

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

b. Fines per violation shall be as set forth in Section 1.8 of the Town Code for the first, second, third and further repeat violations. The Town shall prosecute a code violation and in such case a special magistrate shall be authorized to hold hearings, assess fines and order relief in lieu of any code enforcement board. The Town may also rely on an appropriate enforcing agency at the state or local level.

c. Additional remedies. Nothing contained herein shall prevent the Town from seeking all other available remedies which may include, but not be limited to suspension or revocation of a Vacation Rental BTR, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

4. Suspension of Vacation Rental Business Tax Receipt (BTR). In addition to any fines and any other remedies described herein or provided for by law or equity, the Town of Bay Harbor Islands may suspend a Vacation Rental BTR for multiple

violations of the maximum occupancy in any continuous thirty-six (36) month period, in accordance with the following:

a. Suspension timeframes.

1. Upon a third violation of the maximum occupancy the Vacation Rental BTR shall be suspended for a period of thirty (30) calendar days.
2. Upon a fourth violation of the maximum occupancy the Vacation Rental BTR shall be suspended for a period of twelve (12) calendar months.
3. For each additional violation of the maximum occupancy the Vacation Rental BTR shall be suspended for an additional twelve (12) calendar months.

b. Suspension restrictions. An Occupant may not occupy a Vacation Rental during any period or suspension of a Vacation Rental BTR.

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

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

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

If an Owner, as defined hereinabove, owns and operates multiple Vacation Rental units in the Town, all cumulative offenses that occur in the Vacation Rental units shall be used in enforcement actions.

(E) Complaints.

Whenever a violation of this Article occurs, or is alleged to have occurred, any person may file a complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Town Manager or his designee. The Town Manager or his designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article.

(F) Enforcement.

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

(G) Vesting.

1. Any existing, legally established Vacation Rental located in the RM-1, RM-2, RM-3, and B-1 zoning districts as of [The Effective Date of this Ordinance] shall be considered a vested Vacation Rental only as related to contracts entered into prior to the [The Effective Date of this Ordinance]. Rental / lease agreements that were entered prior to [The Effective Date of this Ordinance], as evidenced by a written and validly executed rental agreement or contract provided to the Town Manager no later than [The Effective Date of this Ordinance plus 3 months] shall be considered vested.
2. Vesting shall:
 - a. Apply only to date specific rentals; and
 - b. Not apply to renewals of existing rental agreements or contracts which are at the option of either of the parties.
3. The Town shall, at a minimum, provide notice of this Ordinance and vesting procedure by posting a notice at Town Hall, publishing an announcement in the community newsletter, and by adding provisions to the Town's website.
4. All rental agreements entered into after [The Effective Date of this Ordinance] shall comply with the provisions of this Article. No Vacation Rental shall be occupied pursuant to a contract / lease entered into after [The Effective Date of this Ordinance], until the Owner has obtained the required Vacation Rental BTR.
5. A vested contract / lease transferred to a subsequent Owner shall continue to be vested, but shall not be transferred to a different Vacation Rental property.

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

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

CC: Ronald J. Wasson - Town Manager
Marlene Siegel - Town Clerk
Craig Sherman, Esq. / Frank Simone, Esq. - Town Attorney
Susan Trevarthen, Esq., Special Council

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 25th, 2016

Subject: Town of Bay Harbor Islands
Proposed Land Development Code Amendments
Vacation Rentals
MMPA Acct. No. 01-0702-0800

ISSUE:

The Town has expressed an interest in possibly adopting regulations for Vacation Rentals on the East Island. Such uses were banned on the West Island prior to state law provisions becoming effective. State law now provides that such uses cannot be banned entirely but can be regulated. Several South Florida communities have recently adopted regulations governing Vacation Rentals. While the general framework of the regulations is similar, some communities have different criteria for various geographic subareas. MMPA was requested to research this matter, coordinate with Susan Trevarthen @ WSH, and draft suggested regulations for the Town to consider. MMPA has assisted other local governments in the drafting of regulations to govern Vacation Rentals. MMPA obtained copies of the regulations of several other municipalities (Miami Beach / Fort Lauderdale / Hollywood / Lighthouse Point / etc.) and used the format to create the draft Town regulations. Within the draft regulations the Town Council will need to assist staff to select a few appropriate criteria for the Town (noted in yellow). These include the following:

- 1) Establish a minimum size for a "Sleeping Room" (Bedroom).
- 2) Establish a maximum occupancy limit (MMPA suggests 2 persons per sleeping room / 4 persons per 1 BR Unit / 6 persons per 2 BR Unit / add 2 persons per BR). The Town

**Town of Bay Harbor Islands
Town Council Staff Report
Vacation Rental Regulations
July 25th, 2016
Page 2**

does not have a dwelling unit occupancy limit. MMPA examined the Miami-Dade Housing Code and found criteria for housing and transient uses (hotels / motels). For a 1,000 sq. ft. DU the M-D Code would allow about 6-8 people per 2 bedroom unit (1st person 80 sq. ft. + 50 sq. ft. for others).

- 3) Chose if the Town wished to perform yearly inspections or accept an affidavit indicating unit will be kept the same.

MMPA was requested to look at the most recent Miami Beach Vacation Rental Codes, as modifications were recently made. Miami Beach has older regulations but recently studied the eligibility requirements within their Collins Waterfront Local Historical District. Several communities are considering adjusting their fines for violations – increasing due to repeat violations / non-compliance. Chapter 161 F.S. limits the Town fining limits (\$250-\$500 per day). Cities larger than 50,000 persons may adopt much higher fines (M-B @ 1st = \$20,000 / 2nd = \$40,000 / 3rd = \$60,000 / etc.).

MMPA recommends the Town Council consider the attached draft regulations to address Vacation Rentals on the Town's East Island.

Sec. 17-62. - Minimum space, use and location requirements.

No person shall occupy, or let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein, which does not comply with the following requirements:

- (1) Every dwelling unit shall contain a minimum gross floor area of at least one hundred fifty (150) square feet for the first occupant, one hundred (100) square feet for each of the next two (2) occupants, and at least seventy-five (75) square feet for each occupant thereafter. Floor space shall be calculated on the basis of total habitable room area.
- (2) In every dwelling unit of two (2) or more habitable rooms, every room occupied for sleeping purposes by one (1) occupant shall have a minimum gross floor area of at least eighty (80) square feet. Every room occupied for sleeping purposes by more than one (1) occupant shall have a minimum gross floor area of fifty (50) square feet per occupant. Every room used for sleeping purposes shall have a minimum width of eight (8) feet. Kitchens shall not be used for sleeping purposes. Porches shall not be used as permanent sleeping quarters.
- (3) At last one-half of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet. Any portion of a room having a ceiling height of less than five (5) feet shall not be considered in computing the total floor area of such room.
- (4) No dwelling or dwelling unit containing two (2) or more sleeping rooms shall be so arranged that access to a bathroom, shower room, or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room or outside the structure, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom, shower room, or water closet compartment.
- (5) No cellar or basement space shall be used as a habitable room or dwelling unit.

(Ord. No. 68-14, § 23, 3-5-68)

Sec. 17-65. - Minimum standards for hotels and rooming houses.

No person shall operate a hotel or rooming house, or shall occupy or let to another for occupancy, any hotel unit or rooming unit which does not meet with all of the other standards of this article, except as provided by the following requirements:

- (1) No person shall operate a hotel or rooming house unless he has complied with all applicable licensing and permit requirements.
- (2) Every room occupied for sleeping purposes by one (1) person shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (50) square feet of floor space for each occupant thereof. Every room occupied for sleeping purposes shall have a minimum width of eight (8) feet and an average floor to ceiling height of seven (7) feet.
- (3) At least one (1) flush water closet, lavatory basin and bathtub or shower, properly connected to an approved water system and sewer system or an approved septic tank installation and absorption bed, and in good working condition, shall be supplied for each six (6) persons or fraction thereof residing within a hotel or rooming house, including members of the operator's family whenever they share the use of said facilities. In a hotel or rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half the required number of water closets. All water closets, urinals, bathtubs, or showers shall be located within a room or rooms which afford privacy to the user and are not more than one (1) story removed from the hotel or rooming unit of any occupant intended to share the facilities. All such facilities shall be so located within the hotel or rooming house as to be accessible to the occupants of each hotel or rooming unit sharing such facilities without going outside of the building or without going through a dwelling, hotel, or rooming unit of another occupant. Every lavatory basin, bathtub or shower shall be supplied with hot and cold water at all times.
- (4) No cellar or basement space shall be used as a habitable room or as a hotel or rooming unit.
- (5) The operator of every hotel or rooming house shall change supplied bed linen and towels at least once each week and prior to the letting of any room to any occupant. The operator shall be responsible for maintaining all supplied bedding in a clean and sanitary manner.
- (6) The operator of every hotel or rooming house shall be responsible for the sanitary maintenance of all walls, floors, ceilings and other parts and further he shall be responsible for the sanitary maintenance of the entire premises where all of the building is under the control of such operator.
- (7) Every window of every hotel or rooming unit shall be supplied with shades, draw drapes, or other devices or materials which, when properly used, will afford privacy to the occupant of the hotel or rooming unit. No cooking shall be permitted in hotel and rooming units which are not equipped with approved kitchen facilities and do not meet minimum dwelling unit standards.
- (8) Every hotel or rooming structure and hotel or rooming unit of types of construction I, II, III, IV and V as defined by Chapter 17, 18, 19, 20, 21 and 22 respectively of the South Florida Building Code shall have means of egress which conform to the standards of Chapter 31 of the South Florida Building Code and any applicable fire codes, fire regulations or ordinances now in existence or adopted subsequent hereto. Every hotel or rooming structure of type of construction V, built

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on first reading to amend Section 17-20(o) of the Town Code to allow religious institutions to have exterior signs. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Ordinance	2016.08.29 Sign Ordinance V2.docx
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ORDINANCE NO. _____
AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING SECTION 17-20(O) OF THE TOWN'S
ADOPTED CODE OF ORDINANCES TO ALLOW
RELIGIOUS INSTITUTIONS TO HAVE EXTERIOR
SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CODIFICATION; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, religious institutions are permitted in the Town on the second floor and higher in buildings pursuant to Section 23-5(8) of the Town's Code of Ordinances;

WHEREAS, Section 17-20(o) of the Town's Code of Ordinances prohibits business located on the second floor and higher in buildings from having exterior signage;

WHEREAS, the Town Council wishes to provide religious institutions with a reasonable accommodation and, therefore, amends Section 17-20(o) of the Town's Code of Ordinances;

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

Section 1: That Section 17-20(o) of the Town of Bay Harbor Islands Code of Ordinances is hereby amended as set forth in the attached Exhibit "A", and by reference is made a part hereof.

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

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

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

Section 5: That this Ordinance shall be in full force and take effect upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2016.

PASSED AND ADOPTED on Second Reading this _____ day of _____
2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

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

Sec. 17-20. - Exterior signs.

(a) Signs in the B-1 zone shall bear no more than the name of the building, the trade name of the establishment, and the nature of the business, without designation of any particular product or service by trade name. Signs shall be of a size which is artistically and aesthetically proportionate to the size of the building and to the part of the building on which the sign is located. Each business located on the ground/street level must provide at least one business sign (wall/window/door/etc.). If a common ground/street level building area is occupied by more than one business, only one of the uses shall be entitled to a sign. Primary signs in the business district (B-1) shall comply with the following requirements:

(1) Maximum sign area. No primary sign shall have an area measured from end to end and top to bottom of all lettering and including spaces between exceeding one and one-half square feet for each linear foot of street frontage occupied by the licensed establishment, with a maximum overall size of 30 square feet.

(2) Maximum height of sign. No primary sign shall have lettering exceeding 18 inches in height and lettering less than 12 inches in height per line of signage.

(3) Maximum length of sign. No primary sign shall have a length exceeding 60 percent of the linear street frontage occupied by the licensed establishment.

(4) Maximum height of sign above grade. The top of all primary signs shall not exceed 14 feet above grade unless otherwise approved by the planning and zoning board based on architectural and aesthetic characteristics of a particular location. Building identification signs may be permitted above 14 feet above grade for buildings three or more stories in height subject to the provisions in [section 17-20\(t\)](#).

(5) [Area.] Area of a sign shall be measured and defined as square footage enclosed within a projected rectangle which includes the outer extremities of all lettering, figures, symbols, and characters shown on the sign. In cases where a wall sign consists of different letter sizes, the outer extremities of the lettering shall be determined by the letter sizes which comprise more than 40 percent of the letters in a particular sign.

(6) Secondary business signs. Businesses occupying the corner space of a corner building may have one primary sign facing the street on which its main entrance is located. A secondary sign may be displayed provided it is no greater than 50 percent of the measurements specified for a sign in subsections (1), (2), and (3) above.

(7) [Requirements for additional signs.] In addition to the above, one additional business sign hung under a covered walkway or canopy positioned 90 degrees to the street may be permitted, provided there is a minimum vertical clearance of eight feet and such sign shall not exceed three square feet. The sign content may include the name of the business and the nature of their goods or services. A logo may be included. The sign may be double-faced.

(8) [Mounting.] All signage affixed to a building's exterior in the B-1 district shall be affixed to the wall surface or on top of a ledge or overhang, but in no event shall signs be allowed to hang from a ledge overhang or be mounted on poles or columns supporting a ledge or overhang without prior approval of the planning and zoning board.

(9) [Plaques, etc.] All signage which is in the form of a plaque, or signs consisting of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, must be approved by the planning and zoning board. Except for the letters themselves, no plastic or similar materials shall be permitted.

(10) Prohibition of exposed wiring. No face jumping or wires visibly connected to individual letters shall be permitted.

(b) Window and door signs. The foregoing section does not apply to window signs and door signs. One window sign and one door sign are permitted per business establishment. Window signs shall not exceed 25 percent of the total window glass area of each business establishment, excluding doors. Notwithstanding the above, if a business establishment occupies a street frontage with more than 50 feet, a second window sign shall be permitted, subject to the same design criteria. Door signs shall not exceed 25 percent of the door glass area to which the sign is affixed. The maximum letter size on any window sign shall be eight inches for letters in the primary line and four inches for letters in the secondary line. The first letter of each word in the name of the business and any logos, logotypes, symbols, graphics, bandings, ascending, descending or swash letters, or combinations thereof, may be increased up to 50 percent if it is flourished in a professional manner. Window signs may be placed only on windows that form a part of the space being occupied by the advertising business, provided however that the top of any such sign may be no higher than ten feet above grade unless otherwise approved by the planning and zoning board, based on architectural and aesthetic characteristics of a particular location. Window signs shall not be illuminated from an exterior source in any manner. Window signs may include only the business name, type of business, address,

telephone number, either an E-mail address or website address, and related logos. Window signs shall not state any price or dollar amount. Non-illuminated signs placed more than five feet from the face of any window surface are exempt from the provisions of this section. Professionally designed window displays are exempt from this section.

(1) Credit and debit card signs. In addition to the above, each business establishment may display, at a single location on a glass window or door, decals or stickers indicating credit card or debit cards which are accepted therein, provided the total area of the decals or stickers displayed does not exceed 24 square inches. The area of such decals or stickers shall not be included in the aforementioned 25 percent window glass area limitation. No more than four credit card or debit cards names or symbols shall be displayed. Such decals or stickers shall be placed on window surfaces no more than three inches from a door or window frame or mullion near the middle portion of the window or door. All such decals or stickers shall be maintained in a good, neat and orderly condition. Deteriorated, faded or damaged (cracked/ripped) decals or stickers are prohibited and must be replaced in a timely manner. Failure to comply with the above provisions shall be deemed a code violation subject to fines and legal action.

(c) Door signs may additionally state the business hours, address number, telephone number, either an E-mail address or website address, and the name of the members, agents or brokers, of the business, as well as the licensing numbers of those individuals, if same are required by law. All such lettering shall not exceed four inches in height per line; address numbers shall not exceed four inches in height. Address numbers shall be placed on the front of any back door leading to each business location for public safety purposes and deliveries. If a business does not have a street-facing door, the business may include its telephone number and website address on its window in accordance with the provisions and limitations set forth in subsection (b), above. In the instance of no window sign, the name of the business may be placed on the door with lettering not to exceed four inches in height.

(d) The owner of each building shall be responsible for selecting the color of lettering to be used for all signage on his/her building. The building owner shall notify the town of the color selected, and the owner, his/her employees or agents shall be responsible for assuring that each tenant is aware of the selection. Tenants are responsible for selecting the font, style and type sign which conform with the color as chosen by the building owner and with letters in compliance with [subsection] (e) below. However, the color of the lettering contained within window signs may only consist of one of the following colors: black, white or gold. All window signs are to be uniform as to color as all other window signage on the building.

(e) Primary identification signage shall consist of individual letters (e.g., channel reverse channel, cast, formed, etc.) with a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one inch from the wall or mounting surface, however, primary signage which consists of a plaque, or of individual letters mounted on a flat surface which is in turn affixed to the wall or other building surface, as provided for in [section 17-20\(a\)\(8\)](#), shall only have a minimum depth or return of one-half inch and shall be installed or mounted in such a manner that the face of the letter is a minimum of one-half inch from the wall or mounting surface. Notwithstanding the foregoing, primary signs located less than seven feet above the sidewalk grade, affixed to a wall or other building surface, shall have a minimum depth or return of one-quarter inch. All such signage is subject to planning and zoning department approval as to aesthetics, including methods of mounting and illumination, if any. If illumination requires the use of "raceways" (boxes behind the letters to hold wiring), such shall be of the same color as the building or background behind the raceway.

(f) Only one sign of each type, i.e., primary identification, window, door, shall be permitted for each retail store and business establishment, and each building shall be permitted one primary identification sign which bears the name of such building, except as provided in sections [17-21](#) and [17-22](#). The top of all signs shall not be higher than 14 feet above the sidewalk grade with the exception of building identification signs as allowed in [section 17-20\(t\)](#). These provisions shall be controlling over the provisions of paragraph (a) in the case of any conflict.

(g) Theater signs shall not be limited by subsection (a) above, but shall be incorporated in the basic architecture of the building and approved as a whole with the building plans. However, sign installations on theaters shall be subject to application, approval and permit requirements according to [section 17-3](#).

(h) Building tenant directory signs are required for all multi-story buildings in the B-1 District in accordance with [section 17-3](#). All building tenant directory signs must be installed adjacent to an elevator, if placed inside a lobby, or near the lobby front door and rear door, if provided, on an exterior wall surface if placed outside of a lobby.

(i) Signs in atria or semi-enclosed areas are treated for all purposes and subject to regulation in the same manner as if said areas were facing the street on an exterior wall. All provisions of this section relating to exterior signs in the B-1 zone are applicable to atria or semi-enclosed areas. Notwithstanding the foregoing provisions, illuminated or non-illuminated light boxes may be installed in the pedestrian walkways connecting the walkways paralleling Kane Concourse with the rear parking areas and/or the alley separating blocks 11, 12, 20 and [21](#), provided a permit is applied for and approved in accordance with [section 17-3](#). Any such light boxes shall be positioned perpendicular to Kane Concourse unless the pedestrian walkway is angled in such a manner so that the light box is not visible from any adjoining roadway. The maximum size of any single light box shall be three feet in width by five feet in height. All such light boxes shall be maintained in proper working condition and appearance with all lighting operational, no broken glass and all framing maintained. All display items within light boxes shall be limited to those products or services owned or sold by the tenant upon which the light box is attached to the exterior of portion of the building occupied by the tenant.

(j) Primary identification signage and window signs may include logos. The town has discretion to approve logos and has the final authority to limit or grant approvals of logos based on aesthetics, proportions, and overall considerations of the surrounding neighborhood.

(k) No awning or canopy shall be erected bearing any sign, including, but not limited to, letters and logos. However, the awning or canopy may bear the trade name of the establishment with which it is connected if the establishment does not have a primary sign on the same side of the building on which the awning or canopy is located. All provisions of the town's ordinances regulating signs must be complied with.

(l) A one-time, professionally made temporary canvas or plastic sign may be displayed for a new business to state, "grand opening" on their premises for no more than 30 days upon the receipt of a permit and the payment of a \$100.00 fee. Also, a one-time, professionally made "coming soon" sign shall be permitted upon the application for a permit and payment of a \$100.00 fee. Such sign shall not exceed two feet vertical by six feet horizontal and may contain the words "Coming Soon," the name of the establishment and the nature of the business. The permit for this sign shall be issued for a period not to exceed six months. No permits shall be issued to businesses ~~which~~ that have not filed an application for a business tax receipt with the town clerk.

(m) For an existing business to promote a special occasion or sales event, a professionally made temporary canvas or plastic banner sign may be displayed to announce the event. The location of the sign must be on the site where the business is located, and may be placed in a window, door or across the building facade. If placed outdoors, any such sign shall be securely fastened to the building. Such sign shall not exceed two feet vertical by six feet horizontal. Such signs shall not be placed on the premises more than four times per calendar year and shall not be placed for more than ten days at any one time. A time period of at least 14 days must separate any placement of such signs. Prior to installing any such sign on their premises, a permit must be obtained from the town and the posting of a bond to ensure its removal at the end of the permit period.

(n) No permits may be issued for box signs and/or signs utilizing flat plastic letters affixed to a flat surface subsequent to the effective date of this section. Such signs existing as of the effective date of this section shall be considered to be nonconforming, and should be replaced with signage in conformance with this section at the earliest practicable date. All such nonconforming signage as described in this subsection shall have been removed or replaced within five years of the effective date (August 12, 1997).

(o) Business located on the second floor of a building or higher, and businesses which do not occupy space directly adjacent to the street, are not permitted any signage other than door signs and building directories. This Section (o) shall not apply to religious institutions, as religious institutions are restricted only to the second floor of a building and higher.

(p) Notwithstanding the above, windows, doors, directory, temporary and interior signs may be approved by the town manager or his/her designee as long as it meets the current provisions of the Town Code as set forth in this chapter.

(q) Notwithstanding any contrary provision(s) of this section, a publicly elected local, state or federal governmental official conducting a public business will be permitted to place a sign on the ground floor in the B-1 Business district which identifies his or her elected position and identity, subject to prior approval of the planning and zoning board of the town.

(r) "Visitor parking," "no parking," "private parking" or other designated parking signs shall be permitted on private property to identify private parking and limitations thereto in the Business district (B-1) subject to prior approval of the town as to size, placement, and aesthetics. The "no parking" signs may be freestanding, but shall not exceed four feet in height, and shall be weighted or anchored into the ground at the bottom to keep the signs from toppling over. Not more than one sign shall be permitted at the driveway entrance(s) to a parking facility and not more than one sign per four parking spaces within an off-street parking facility.

(s) For sale, for rent, or for lease signs shall be permitted in the Business district (B-1) but shall not exceed one sign on each business, shall be no greater than 1.5 square feet in size, and shall be limited to: situation (sale, rent, lease, zoning, size of property); name of owner; broker or agent; phone number/E-mail; designs or trademarks, provided such design or trademark shall be appropriate to the scale of the sign. In addition, one sign may be hung from, or attached to the approved sign for temporary use announcing one additional bit of information limited to: For rent, for lease, open, by appointment only, size, zoning, associate's or salesperson's name. A "Sold" sign may be attached to the sign for a period of 30 days subsequent to the date of the sale. All of the above signs shall not exceed 48 square inches. Signs may be double-faced. No handmade signs shall be permitted. The sign shall be placed on a stand in front of the business, but not on town right-of-way, when physically possible. If the location of the business does not permit such placement, then the sign shall be placed on the window or door so it can be seen from the street. Before any "for sale," "for rent," "for lease" or "no parking" signs are displayed, an application for a permit for such display shall be filed with the town and a fee of \$25.00 paid by the applicant to the building department who shall issue such permit if applicant has complied with all provisions of this section. If a real estate company or its agent obtains a permit for a sign and sells the property before the expiration of the permit, the sign may be transferred to another property within the town so long as the real estate company or its agent notify the building department in writing of the change in location. Such signs shall be outdoors only and in plain black lettering on white background, with no iridescent paint or coloring or other lighting, and shall be of neat professional appearance. Notwithstanding the above, a company logo or trademark may be colorized, provided the logo or trademark colors are compatible and not bright iridescent "neon" colors.

(t) Building identification signs. Buildings with three or more stories in height may be allowed to have building identification signs exceeding 14 feet above the sidewalk grade subject to the approval of the planning and zoning board per subsection (a)(4) and subject to the following conditions:

(1) The sign(s) should be placed at the uppermost portion of the building and designed to be in proportion to the architectural facade or wall of the building upon which it is attached;

(2) Such signs, if permitted, shall be attached only to building facades facing an adjoining street frontage where the land across the adjoining street is within the B-1 Business District. For the purpose of this section, the alleys between Blocks 11, 12, 20 and [21](#) are not considered street frontages;

(3) No more than two building identification signs are allowed per building and only one sign is allowed per street frontage;

(4) A building identification sign is primarily intended to identify a multi-story/multi-tenant building complex rather than a single tenant, and as such, a single tenant's name, regardless of the amount of floor space occupied, may not be used unless additional wording is included such as "plaza," "center," "tower," etc.;

(5) No building identification sign shall include off-premises tenants, sponsor or advertising of any type;

(6) Building identification signs, if allowed, shall be placed so as to not break important horizontal or vertical building lines or architectural features. This requirement will be considered met if none of the following types of lines are broken:

a. Cornice lines; lintel or sill lines, actual or extended; belt course lines;

b. Column or pilaster lines;

c. Columns, decorative panels, friezes, keystones, medallions, ornamental trim, ornaments, pediments, pilasters, rosettes, windows, and similar architectural detail features.

(7) The sign length should not exceed 60 percent of the architectural façade or wall of the buildings upon which it is attached;

(8) The maximum overall square footage for each individual sign shall not exceed 150 square feet;

(9) The maximum height of all letters, numbers or logos in a sign shall not exceed 18 inches in height.

(u) Notwithstanding the above provisions, based on the proposed sign design, sign location, building height, architectural features or other unique circumstances, the planning and zoning board may vary the above criteria. If the planning and zoning board varies from the above criteria, copies of the approved sign and written reasons for the modifications shall be forwarded to the town council within 15 days. Upon receipt of the planning and zoning board's action a member of the town council or the town manager may appeal the board's decision. If the board's decision is appealed the matter shall be placed on the next available town council meeting agenda for action.

(v) Sidewalk café/outdoor restaurant menu board/sandwich sign. One menu board or sandwich sign is allowed per restaurant and shall be limited to six square feet in area. The color of the sign frame and sign background shall be approved by the Town. White, grays, or wood colored earth tones are required for the above. There shall be no signage or logos displayed on umbrellas that can be seen from the public right-of-way, other than the name of the business establishment;

(w) Holiday decorations. Holiday decorations are permitted to be installed up to two weeks before and one week after the specified holidays listed herein. All holiday decorations must be placed on the interior of the business. No holiday decorations may contain any business names or logos. No holiday decorations shall be placed on the Town's property. Holiday decorations are permitted on private property for the following holidays:

(1) United States federal holidays. New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day;

(2) Other holidays. Valentine's Day, St. Patrick's Day, Mothers Day, Flag Day, Fathers Day, Halloween;

(3) Religious Holidays.

(x) Vacant property. If any commercial property is vacant for more than 15 days, all glass surfaces visible to the public at street grade shall be kept clean, and the interior of such vacant store shall be screened from public view in one of the following ways until the property is occupied:

(1) All glass surfaces visible to the public at street grade shall be covered with a town-approved material having a common design motif and a consistent predetermined color (material available at the building and zoning department); or

(2) Decorative displays of the future tenant of the vacant store. Such screening shall consist of a town-approved material having a common design motif and a consistent predetermined color. Such screening material shall be mounted on a freestanding partition, attached to a wooden frame or affixed by other temporary means.

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 12.

ITEM: Consideration and Approval of an ordinance on **first** reading amending Section 23-5(8.1) of the Town Code to eliminate the requirement that religious institutions have a public hearing in connection with their approved use.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Frank Simone, Assistant Town Attorney

ATTACHMENTS

1.	Proposed Ordinance	PH Religious Institutions.pdf
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ORDINANCE NO. _____
AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING SECTION 23-5(8.1) OF THE TOWN'S
ADOPTED CODE OF ORDINANCES TO ELIMINATE
THE REQUIREMENT THAT RELIGIOUS INSTITUTIONS
HAVE A PUBLIC HEARING IN CONNECTION WITH
THEIR APPROVED USE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, Section 23-5(o) of the Town's Code of Ordinances permits various uses in the B-1 business district without the requirement of a public hearing;

WHEREAS, religious institutions, however, are subject to a public hearing for approval of their use pursuant to Section 23-5(8.1) of the Town's Code of Ordinances;

WHEREAS, the Town Council wishes to provide religious institutions with the same rights that other entities have within the Town in connection with their permitted use and, therefore, deletes Section 23-5(8.1) of the Town's Code of Ordinances that requires a public hearing;

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

Section 1: That Section 23-5(8.1) of the Town of Bay Harbor Islands Code of Ordinances is hereby deleted as set forth in the attached Exhibit "A", and by reference is made a part hereof.

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

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

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

Section 5: That this Ordinance shall be in full force and take effect upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2016.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2016.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT A

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

Sec. 23-5. - Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots about the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

. . .

(8) Religious institutions provided any such use is located on the second floor or higher floors of buildings.

~~(8.1) No land or structure shall be utilized as a religious institution without a public hearing before the town council. An institution facility shall be defined as churches and ecclesiastical or denominational or established physical places for worship at which non-profit religious services and activities are regularly conducted and carried on. All incidental and ancillary uses shall be delineated on the zoning application and shall constitute a restriction on the uses permitted on the property. All subsequent ancillary and incidental uses shall require a separate application which shall be subject to approval by the town council.~~

~~(a) Application. The applicant shall submit an application for zoning approval on a form approved by the town manager. The application shall include a detailed site plan which shall include the elevation of the structure from all sides of the structure, a floor plan, a landscape plan, a parking plan (which may include a cross-parking agreement or other mitigating factors which will address the parking requirements of the zoning code) and other documentation which the applicant believes will support its application. The application shall require a filing fee in the amount of \$1,500.00, made payable to the town. In addition, the applicant shall furnish to the town manager, within 20 days of filing the application, a certified list of property owners within 500 feet of the application property.~~

~~(b) Public hearing. The town council shall conduct a public hearing(s) in accordance with F.S. ch. 163. No public hearing shall be conducted by the town council unless and until all pending code violations have been corrected and all outstanding fines paid in full.~~

~~(c) Burden of proof. At the duly advertised public hearing, the applicant has the affirmative duty to satisfy all of the requirements:~~

~~1. That the use will not unduly burden public facilities including, but not limited to traffic, off street parking, water and sewer, police and fire; and~~

~~2. That the use will not significantly result in a diminution of the value of the property in the immediate vicinity; and~~

~~3. That the use will not result in a materially greater adverse impact on public services and facilities than the impact that would result from development of the same parcel pursuant to the underlying district regulations; and~~

~~4. The applicant shall demonstrate compliance with other provisions of the zoning code, including, but not limited to [section 23-24](#) of the Code. If the applicant is unable to meet one or more of the provisions of the Code, they may be permitted to waive such provision(s) based upon competent and substantial evidence that demonstrates that such provision(s) is/are unnecessary or unwarranted and no new adverse impacts will result from this waiver. In its deliberations, the town council shall consider special circumstances, which may be attributable to the applicant based upon its religious practices.~~

~~(d) Restrictive covenant. At least ten days prior to the public hearing, the applicant may submit a declaration of restrictive covenants which shall be executed by the owner and tenant which shall, if applicable;~~

~~1. Restrict the use to the submitted site;~~

~~2. Contain restrictions on the hours of operation or other special attributes of the religious facility;~~

~~3. A statement that the applicant has satisfied all outstanding code violations and fines;~~

~~4. Other restrictions mutually agreed upon by the applicant and town manager. The restrictive covenant shall be approved by the town attorney for form and legal sufficiency.~~

~~(e) Change of ownership or tenancy. The property owner shall have the affirmative duty and obligation to notify the town manager, in writing, of any change of ownership or tenancy of property utilized as a religious institution. Said written notification shall occur within 30 days of the change. Failure to timely notify the town manager of the change of ownership and/or tenancy can result in the termination of the authorization of the religious facility to conduct its services, following a duly advertised public hearing.~~

~~...~~

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 13.

ITEM: Re-consideration and Approval of a proposal submitted by Calvin, Giodano & Associates in the amount of \$9,670 for the design services for a Park to be located on Kane Concourse and West Broadview Drive. Enclosed find a the proposal submitted by Calvin, Giodano & Associates and the Park Sketch.

DESCRIPTION:

At the September 12th, Regular Council Meeting, the Town Council discussed the different options that were available for the triangle shape lot located on Kane Concourse and West Broadview Drive.

Furthermore, staff was instructed to publish and post a public notice of the proposed park to obtain the public/ residents feedback on the park at this location.

Enclosed find a proposal submitted by Calving, Giordano & Associates and a Park sketch.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Joshua Fuller, Council Member

ATTACHMENTS

1.	Proposal	Proposal - Calvin- Giordano assc.pdf
2.	Park Design	Park Sketch 11x17.pdf



Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
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954.921.8807 fax

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July 13, 2016

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

RE: Triangle Park BOD
CGA Proposal No. 16-8807

Dear Mr. Wasson,

We are pleased to submit this proposal for Professional Services on the above referenced project.

The scope of this project is limited to provide the Town of Bay Harbor Islands with design services consistent with a 'Basis of Design' only. This Basis of Design will serve to provide contractors with enough information about what the final product should look like so they can in turn provide design-build services to the Town for the project. As a Basis of Design document, the scope of work outlined herein does not include providing signed and sealed plans by either a Landscape Architect or a Professional Engineer. It is the understanding that the selected contractor will develop any permit plans needed and will be responsible for obtaining any required permits.

I. Professional Landscape Architecture Services

- A.** Task 1: CGA will prepare a base map utilizing a high resolution aerial image in lieu of not having a survey prepared by a Professional Surveyor and Mapper. This base map will be interpreted as the survey. A site visit will be conducted to take site measurements to identify the approximate location of an existing FPL utility box and existing trees.
- B.** Task 2: Utilizing the base map generated in Task 1, CGA will prepare a park design to identify all anticipated site improvements, including hardscape and walkway areas, new planting areas, conceptual general grading, new fencing, site furnishings and a location for a Veterans' Memorial to be provided by others. These will be communicated in scaled, rendered plans, sections and details.

- C. Task 3: CGA will prepare conceptual hardscape details and material selections to be incorporated into the park.
- D. Task 4: CGA will prepare a conceptual planting plan for landscape improvements, including schematic plans identifying location, quantities and specification of material to be installed.
- E. Task 5: While an irrigation plan will not be provided, CGA will provide a set of irrigation details and notes to ensure that the contractor comprehends what is expected of any retrofitting of the existing irrigation system.
- F. Task 6: CGA will prepare a conceptual cost estimate for the proposed improvements.
- G. Task 7: Included in this proposal are two (2) meetings. Any additional meetings beyond these will be billed as additional services.
- H. Task 8: CGA will provide the Town will AutoCAD electronic versions of the site plans so they can be distributed to the contractors at the time of bidding for greater accuracy.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Landscape Architecture Services	\$9,670.00
	Preliminary Landscape Architecture	\$3,090.00
	Final Landscape Architecture	\$5,710.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$9,670.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

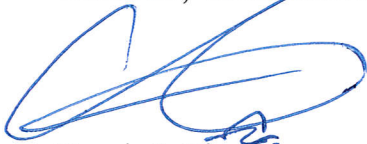
TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

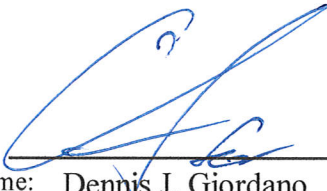
A handwritten signature in blue ink, appearing to read 'Dennis J. Giordano', is written over the company name.

Dennis J. Giordano
President

Cost of these services are \$9,670.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  _____ Date: 7/13/16
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Ronald J. Wasson
Title: Town Manager



KANE CONCOURSE

ENHANCED LANDSCAPE
BUFFER

EXISTING
TREES

EXISTING
LANDSCAPE

SMALL
PLAZA
WITH
SEATING

VETERANS'
MEMORIAL
FEATURE

DOUBLE
GATE

SDWK

EXISTING
LANDSCAPE

FPL BOX

30' X 100'
SMALL DOG PARK

PERIMETER
FENCE

W BROADVIEW DR

PRELIMINARY CONCEPT

WEST ISLAND - TRIANGLE LOT
BAY HARBOR ISLANDS



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 14.

ITEM: Discussion regarding the message boards to be installed in the Town. The Town Council requested that this item be brought back at the recent Budget Hearing. Attached is a sample message sign to be placed on Kane Concourse with photographs provided by Assistant Manager JC Jimenez.

DESCRIPTION:

As per the Council's direction, pictures of a sample message board are provided with a screen size of 6' x 4' at various locations on Kane Concourse.

The Miami Shores sign enclosed is 7' long.

RECOMMENDED ACTION:

Council Discretion.

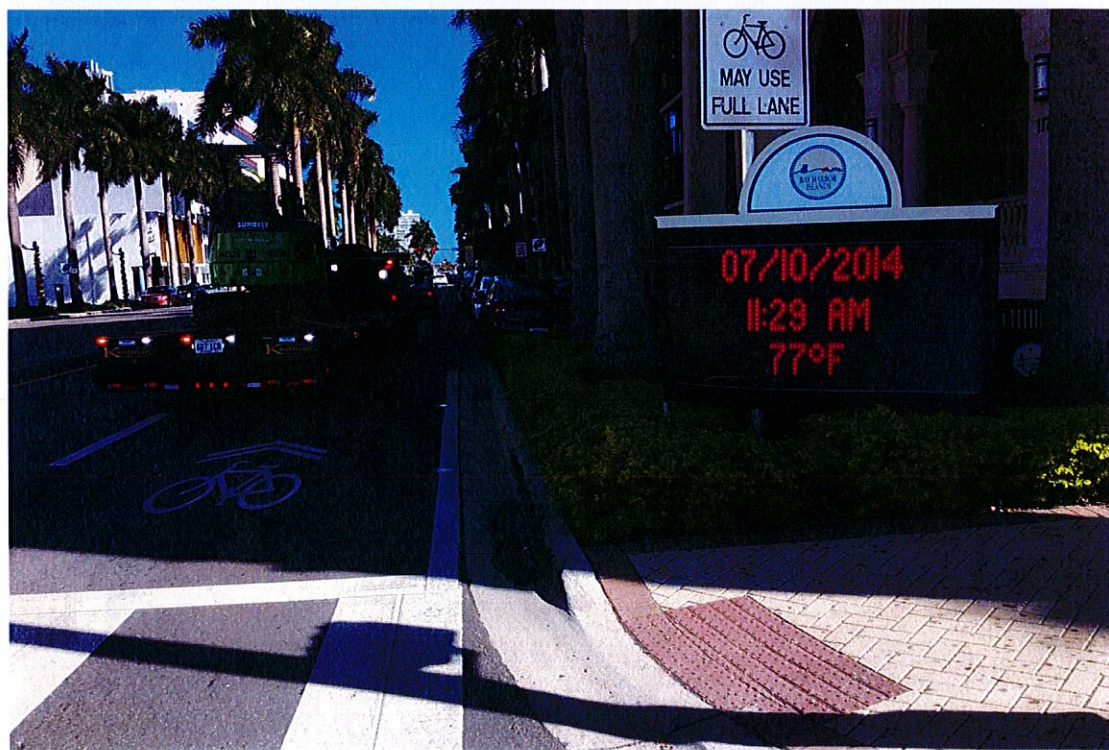
FINANCIAL ANALYSIS:

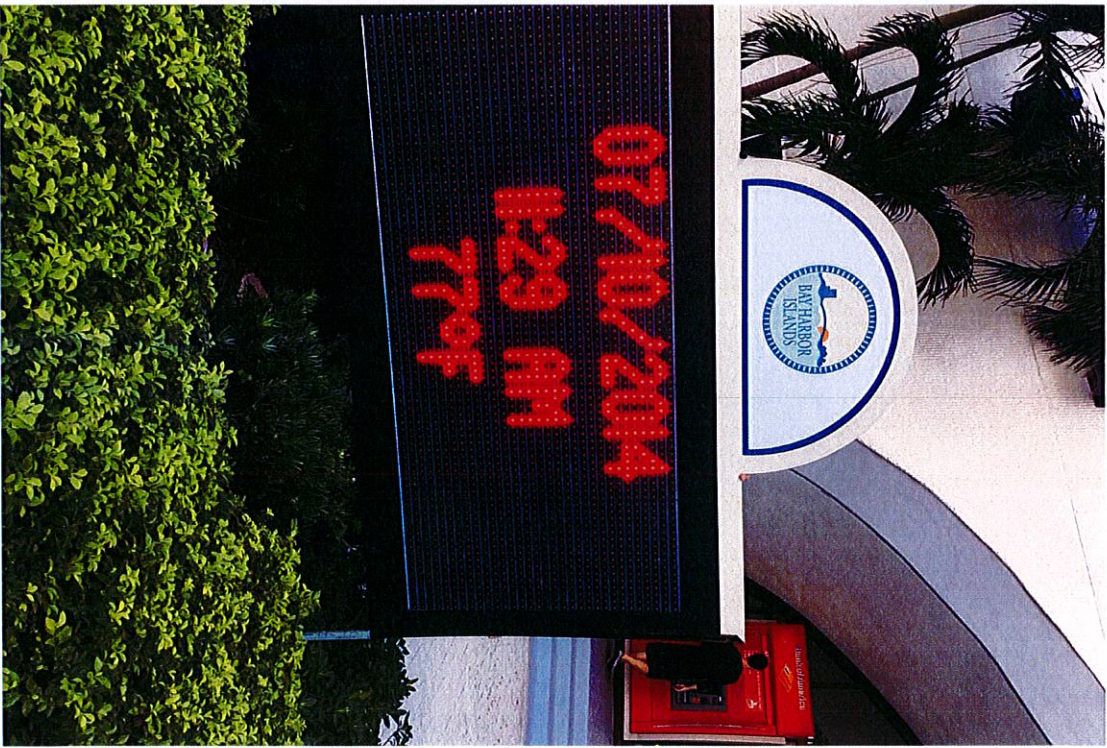
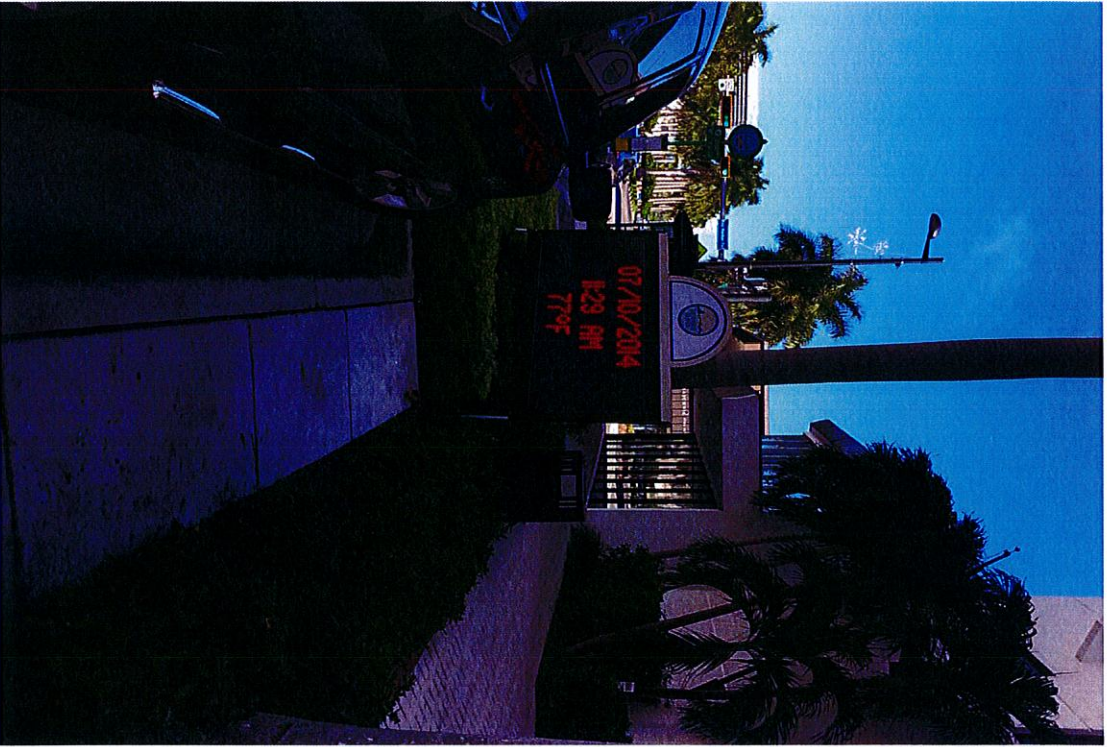
BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

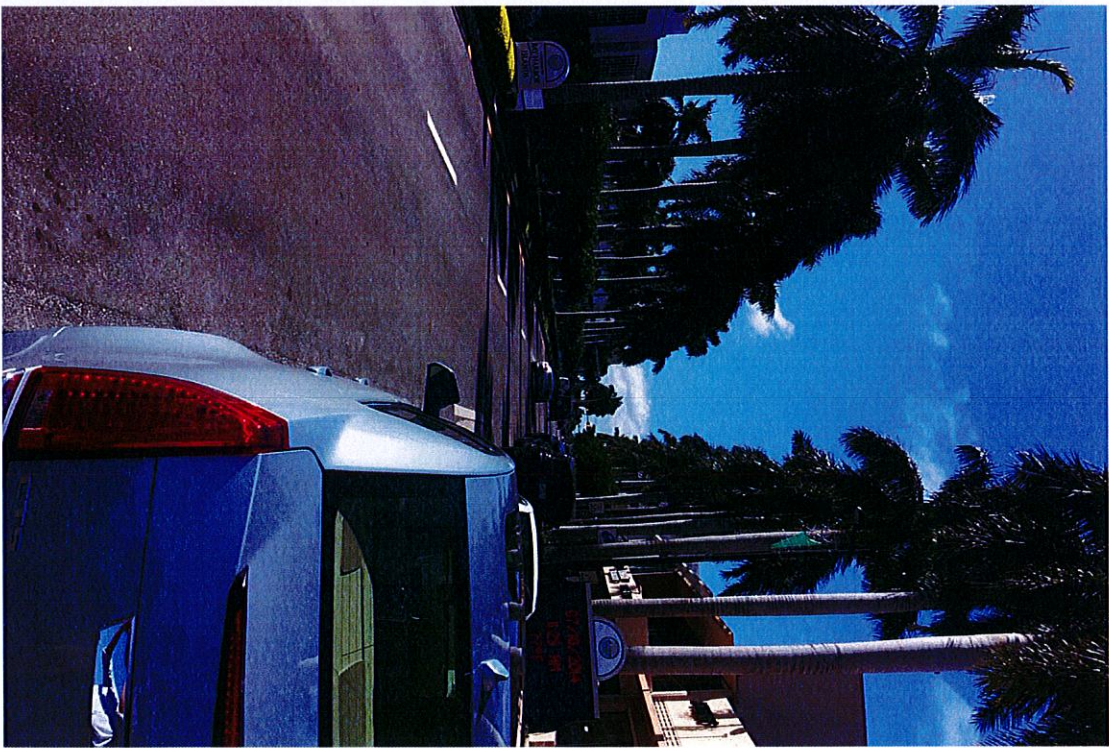
ATTACHMENTS

1.	sign location	sign locations.pdf
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AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a private TDR transaction of the transfer of seven (7) dwelling units from Royale Club Towers, LLC (9481 / 9461/ 9431 E. Bay Harbor Drive) to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). Enclosed find a copy of the application, contact, site plans and other supporting documents.

DESCRIPTION:

The Town Clerk's office received a Transfer of Development Rights (TDR) Application on September 26, 2016 for a private TDR transaction of seven (7) dwelling units.

Donor Site: 9431-81 East Bay Harbor Drive (Royal House aka Royal Club Towers)

Receiving Site: 9161 & 9201 East Bay Harbor Drive (Island House aka Island Club Towers)

Number of units: 7

Price per unit: \$10.00

On August 20, 2013 the donor (Royal Club Towers) was granted a revised site plan approval to construct 65 dwelling units from the original 72 proposed. The donor site contracted with Town to acquire 46 TDR units, upon redevelopment as currently proposed, the project has an excess of seven (7) TDR units. In this case, the donor is requesting to transfer those (7) TDR units to the receiving site (Island House). It should be noted that the donor site has not yet paid the initial contracted 46 Town owned TDR units, and the intent of the TDR system was that no property may bank excess TDR units.

It has been the town's position that if a project reduces its density and we have not closed on the TDRs yet, the excess units go back into the Town's bank. This has been the case with projects under construction such as Kai (originally 60 units reduced to 54).

Staff was approached by the applicant prior to this submission, and at that time, we checked with both Town Attorney Craig Sherman and Assistant Town Attorney Frank Simone, both opined that since the applicant had not closed on the TDR transaction they didn't own the units and could not transfer them.

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

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	1-TDR App- Royale to Island Club.pdf
2.	Staff Report - MM	BHI Private 9201 WBHD (Royal House) TDR Report Fax - Sept 30 2016.pdf
3.	Code - staff report	Code - Staff Report 9431-81 EBHD.pdf
4.	Island House site plans	Island House - site plans 9161-9201ebhd.pdf



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

VIA EMAIL & HAND-DELIVERY

September 26, 2016

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

Re: Private TDR Application for Island House Development Located at 9161 &
9201 East Bay Harbor Drive, Bay Harbor Islands –
Donor: Royale Club Towers (a.k.a. Royal House) at 9431, 9461 & 9481 East
Bay Harbor Drive

Dear Mr. Wasson:

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

The Project. On July 16, 2013, the Planning and Zoning Board (PZB) approved the Owner's site plan for a multifamily residential project, entitled "Island House" ("Project"). See Exhibit A – PZB Resolution No. 1170-A. The Project approval expires on October 4, 2016, which is the date by which the Owner must submit the final working drawings. See Exhibit B. Notably, the Owner submitted the final working drawings for the Project on February 12, 2016 and is working on the comments from the reviewers. See Building Permit BP2016-34 ("Island House Building Permit").

The Owner retained two renowned architects, Luis Revuelta of Revuelta Architecture International and Town resident and former PZB member Markus Frankel of Frankel/Benayoun Architects, to collaborate on the design of a beautiful, signature building that will contribute to the neighborhood and the

Town. As originally approved, the Island House Project is an 8-story building with 86 units over one level of a partial subterranean parking garage with mechanical lifts, as well as standard parking spaces. The Project will provide the required number of parking spaces. The height of the building is 75 feet (above BFE) consistent with the RM-1 District regulations. For the Island House Building Permit, the Owner combined some units together and reduced the total unit count to 82.

The proposed building will have an expansive breezeway through the middle and the portions of the building in line with the breezeway at ground level and floors 7 and 8 are extensively fenestrated to create the appearance of two separate buildings and appropriately reduce the massing of building. Further, all elevations have been designed to be in harmony with the developments in the surrounding area. As required by the PZB, the Owner already made the necessary modifications to the Project as specified in the conditions of approval in the PZB Resolution.

TDRs. The proposed density of the Project is greater than the allowable maximum density for the RM-1 District, which at just over 1 acre allows for 35 units. As a result, the Project originally required 51 TDRs, but based on the reduction in units, the Project requires 47 TDRs. The Owner previously obtained approval of 27 private TDRs, which is over 57% of the required amount. See Composite Exhibit C.

The subject application is for 7 private TDRs from Royale Club Towers, a.k.a. Royal House, for the property located at 9431, 9461 & 9461 East Bay Harbor Drive ("Donor Site"). We also represent the owner of the Donor Site. The Royale Club Towers property is presently vacant and contains 0.775 acres. Based on the lot size, as of right the Royale Club Towers property is entitled to 26 dwelling units. On this basis, with no existing units, Royale Club Towers may convey any of these development rights to other multifamily properties, such as the Island Club Towers property, subject to proper review and approval by the Town Council.

The proposed private transfer is not prohibited by the Town's Land Development Regulations, nor is it in any way contradictory to the development approval (PZB Resolution No. 1147-B) and associated Town TDR contract for 46 units for the Royale Club Towers property. See Composite Exhibit D. Royale Club Towers is not obligated to build that development and close on the Town TDR contract; however, they fully intend to use the Town TDRs as approved for the development and have already submitted for building permit. See Building

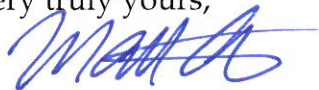
Permit BP2016-35. Neither the Planning and Zoning Board Resolution nor the Town Council approval of the Town TDR transaction prohibit a private transfer of as of right development units or otherwise require any modification of the Town approvals in such a situation.

Notably, while not necessary because there are as of right development units available for private transfer, Royale Club Towers reduced the unit count of the proposed development from 72 to 65 units, a difference of 7 units. Thus, a private transfer of 7 TDRs and full utilization of the approved Town TDRs will mean there is no banking of Town TDRs on the Royale Club Towers property. As a result, the private transfer and construction of the approved Project on the Royale Club Towers property may both be accomplished without conflict.

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

Summary. Island House is a well-designed development that is compatible with the surrounding neighborhood in height, scale, massing and appearance. With approval of this request, the Owner will have obtained 34 private TDRs out of 47 required for the Project, which is 72%. We look forward to your favorable recommendation and the Town Council's approval of this application. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

Very truly yours,



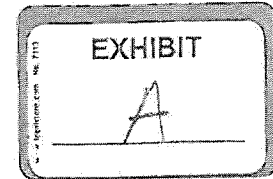
Matthew Amster

Attachments

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

RESOLUTION NO. 1170-A

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



WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

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

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

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

NOW THEREFORE, be it resolved that:

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

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

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.

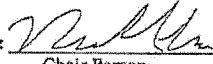
H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

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

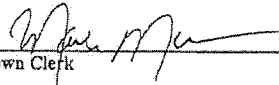
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

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

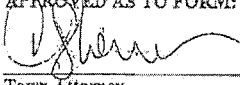
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

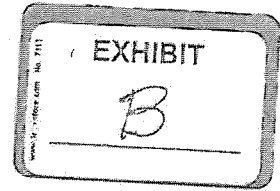
By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



September 19, 2014

Town Council

Robert L. Yonke
Mayor

Jordan W. Leonard
Vice-Mayor

Stephen A. Brubaker
Council Member

Joshua D. Foster
Council Member

Kelly Reid
Council Member

Se'ange M. Pouselle
Council Member

Isaac Soler
Council Member

Town Officials

Richard J. Wasson
Town Manager

Thomas J. Warrant
Town Clerk

Craig B. Sherman
Town Attorney

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

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

Dear Mr. Amster:

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

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

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

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

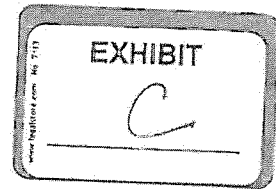
Sincerely,

Ayahidys Martinez
Ayahidys Martinez, CEP
Building and Zoning Supervisor

AM/am

130 YOF JOSEPH J. GARDNER GOVERNMENT CENTER

RESOLUTION NO. 2024



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

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

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

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

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

NOW THEREFORE, be it resolved that:

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

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

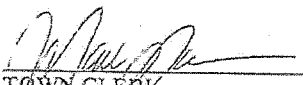
PASSED this 11th day of August, 2014.

TOWN OF BAY HARBOR ISLANDS

BY: 

MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 2029

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

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

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

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

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

NOW THEREFORE, be it resolved that:

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

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

PASSED this 8th day of September, 2014.

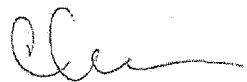
TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


TOWN ATTORNEY

RESOLUTION NO. 2068

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

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

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

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

WHEREAS, the Town conducted a public meeting in accordance with law on September 16, 2015 and approved the transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

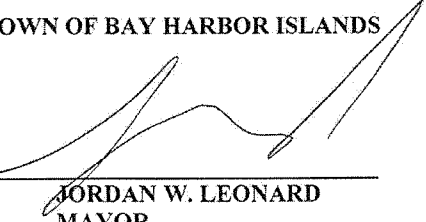
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of five (5) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 16th day of September, 2015.

TOWN OF BAY HARBOR ISLANDS

By: 

JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 2073

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF FOUR (4) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM HABITAT 175 CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 1175 101ST STREET, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Habitat 175 Condominium, Inc. ("Donor") for its property located at 1175 101st Street, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on October 13, 2015 and approved the transfer on four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

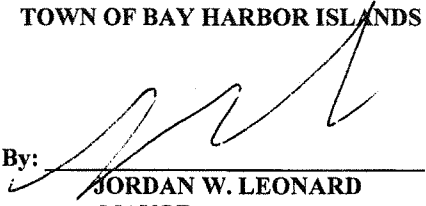
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.

2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of four (4) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

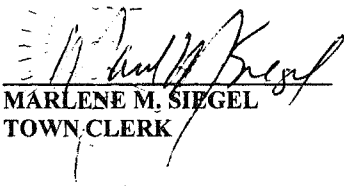
PASSED this 13th day of October, 2015.

TOWN OF BAY HARBOR ISLANDS

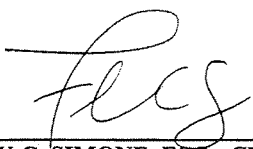
By: 

JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF TWO (2) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM BAY HARBOR HOLDINGS, LLC., FOR ITS PROPERTY LOCATED AT 10201-10231 E. BAY HARBOR DR. BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Bay Harbor Holdings, LLC. ("Donor") for its property located at 10201-10231 E. Bay Harbor Dr., Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on February 8, 2016 and approved the transfer on two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed acceptable to the Town Attorney in the Miami-Dade public records memorializing the transfer of two (2) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of February, 2016.

TOWN OF BAY HARBOR ISLANDS

By:

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 2081

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF SIX (6) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM T C P C CORPORATION., FOR ITS PROPERTY LOCATED AT 10001 E. BAY HARBOR DR. BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from T C P C Corporation ("Donor") for its property located at 10001 E. Bay Harbor Dr., Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

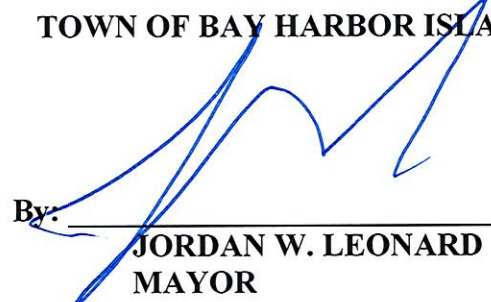
WHEREAS, the Town conducted a public meeting in accordance with law on February 8, 2016 and approved the transfer on six (6) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

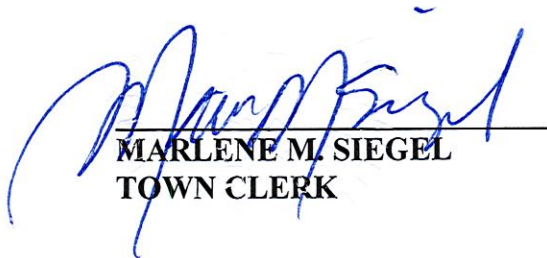
1. The Application for a transfer of six (6) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed acceptable to the Town Attorney in the Miami-Dade public records memorializing the transfer of six (6) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of February, 2016.

TOWN OF BAY HARBOR ISLANDS

By: 
JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 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.

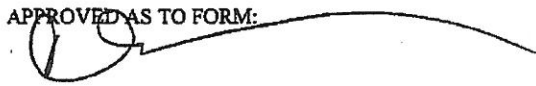
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney

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.

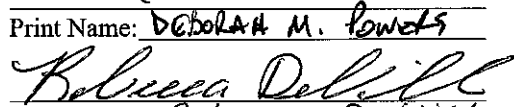
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only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

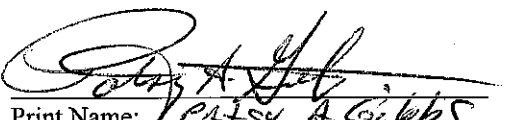
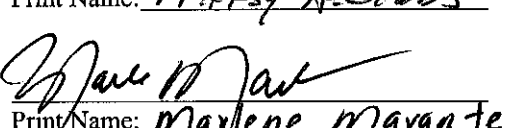
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

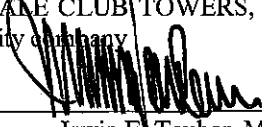
Signed, sealed and delivered
in the present of:


Print Name: DEBORAH M. Lowery

Print Name: Rebecca DeVille


Print Name: PATSY A. Gibbs

Print Name: Marlene Marante

PURCHASER:

ROYALE 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.



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

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____ PROJECT TOTAL UNITS _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

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

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail itauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S)19,20,21 & 22BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010		Current Zoning RM-1
Property size 1 acre (1.03)		Purchase date 11/01/2001
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously four 2-story buildings)		
Dwelling units to be received 7		
Total Dwelling units including TDR 82		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

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

If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☐ No ☒

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name Royale Club Towers, LLC		
Phone (305) 861-8181	e-mail itauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9481/9461/9431 East Bay Harbor Drive		
Legal Description: LOT(S) 6,7,8 BLOCK 1		
Folio Number 13-2227-001-0050/0060/0070	Current Zoning	Year built N/A
Property size 33,750 sq ft (0.775 ac)	Purchase date Nov. 2001	
Existing use of the property None - vacant		
Describe Existing Structure on Property None		
Dwelling units to be transferred to TDR Bank		
Units permitted 26		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)
Survey must be current (no more than 6 months old)

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

Name of Surveyor Ford, Armenteros & Manucy, Inc. (Donor)		
Address 1950 NW 94 Ave, 2nd Floor, Miami, FL 33172		
Phone (305) 477-6472	e-mail omara@fordco.com	Fax (305) 470-2805

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of September, 2016,
by Irwin Tower on behalf of
Island Club Towers, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:



JOANNA SMITH
MY COMMISSION # GG 023562
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Print Name: Joanna Smith

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of September, 2016,
by Irwin Tower on behalf of
Raple Club Towers, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:



JOANNA SMITH
MY COMMISSION # GG 023562
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Notary Public, State of Florida

Print Name: Joanna Smith

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 26 day of September, 2016 (the "Effective Date") by and between ROYAL CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and ISLAND CLUB TOWERS, LLC, a Florida limited liability company (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Seller is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Seller Property"). The Seller Property has 7 transferable development rights (collectively, the "TDRs") that can be assigned, transferred and allocated to another property within the Town of Bay Harbor Islands in order to increase the development density of such other property.

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

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

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each Party to the other, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits and adjustments set forth in this Agreement, Purchaser shall pay Seller \$70.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller. The Purchase Price is predicated upon: (i) a per TDR purchase price of \$10.00 (the "Per TDR Purchase Price"); (ii) the Seller Property having 7 TDRs that can be conveyed and allocated to the Property; and (iii) Seller being able to convey and allocate 7 TDRs from the Seller Property to the Property.

(b) Purchaser shall deliver to GrayRobinson, PA (the "Escrow Agent"), within ten (10) business days after the Effective Date, a "Deposit" in an amount \$10.00 to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, then at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller; and (ii) Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit.



4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the "Deed" (as hereinafter defined).

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

5. Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser (collectively, the "Deliveries"): (a) copies of its articles of incorporation, bylaws and declaration of condominium (together with all amendments, modifications and supplements to such articles of incorporation, bylaws and declaration of condominium); (b) copies the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein; and (c) a copy of a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

6. Inspection Period. Purchaser shall have until 5:00 PM Eastern Standard Time of the date that is ninety (90) days after the Effective Date (the "Inspection Period") to perform whatever due diligence Purchaser elects to perform with respect to the TDRs and Seller's ability to convey the same to Purchaser. If Purchaser is not, in its sole and absolute discretion, satisfied with its due diligence of the TDRs for any reason whatsoever, then Purchaser shall have the right to terminate this Agreement by delivering a written notice of termination to Seller prior to the expiration of the Inspection Period. If Purchaser timely delivers a written notice of termination to Seller, then this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. If, however, Purchaser does not timely deliver such termination notice to Seller, then Purchaser shall have waived its right to terminate this Agreement under this Section.

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

(a) Seller is the owner of good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances, and at Closing Seller shall convey to Purchaser good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements,



documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance of any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Seller is a party or by which Seller, the Seller Property or the TDRs are subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, the Seller Property or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller, the Seller Property or the TDRs.

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

(e) Seller has obtained all approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members in order to enter into and perform under this Agreement and to consummate the transaction contemplated herein.

(f) Seller has obtained a resolution from its board of directors authorizing the execution of and performance under this Agreement and the consummation of the transaction contemplated herein.

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

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

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

(a) Purchaser is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Purchaser has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Purchaser does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Purchaser is duly authorized to execute and bind Purchaser to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Purchaser.



(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Purchaser of (A) any formation, organizational or governance document of Seller, (B) any agreement, document or instrument to which Purchaser is a party or by which Purchaser is subject or bound, or (C) any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Purchaser.

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

9. TDR Approval.

(a) Purchaser shall have the right, at all times while this Agreement remains in effect, to apply for, submit to and/or process with the Town of Bay Harbor Islands (the "Town") all applications, petitions and other documents, agreements and/or instruments (any of the foregoing being referred to herein as an "Approval Submittal") necessary to obtain the Town's approval of: (i) of this Agreement and the transaction contemplated herein; and (ii) the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property. The approvals referred to in (i) and (ii) are referred to herein collectively as the "TDR Approval". Seller shall cooperate with and assist Purchaser in its efforts to apply for, process and obtain the Approval Submittals and the TDR Approval. In that regard, Seller covenants and agrees, promptly upon the request of Purchaser (but in no event later than ten business (10) days following such request), to execute and deliver to Purchaser all applications, petitions, consents, authorizations and other documents, agreements, instruments necessary for Purchaser to apply for, submit, process and obtain any Approval Submittal and/or TDR Approval. The failure of Seller to execute and deliver to Purchaser any of the foregoing items necessary for Purchaser to submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by this Section shall be a default by Seller under this Agreement (an "Execution/Delivery Default"), and in the event of any Execution/Delivery Default, Purchaser shall have the right (in addition to and not in lieu of any other right or remedy provided to Purchaser in this Agreement as a result of a Seller default) at its election to extend the Inspection Period and Closing Date for a period of time equal to the delay incurred by Purchaser in submitting, processing and/or obtaining any Approval Submittal and/or TDR Approval as a result of the Execution/Delivery Default.

(b) Purchaser shall have the right to modify, amend and/or withdraw any Approval Submittal, as well as postpone, delay and/or withdraw any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered, in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual. If Purchaser postpones, delays and/or withdraws any Approval Submittal for consideration from any public hearing at which such Approval Submittal is being considered (such public hearing is referred to herein as the "Postponed Hearing" and the Approval Submittal that was to be considered at such public hearing is referred to herein as the "Postponed Approval Submittal") in order to address and resolve any comments, concerns or objections by the Town or private organization, group, entity or individual, then the Inspection Period and Closing Date shall be extended on a day-by-day basis equal to the number of days between the date of the Postponed Hearing and the date of the re-scheduled public hearing at which the Postponed Approval Submittal is actually considered. Seller covenants and agrees: (i) not to withdraw, hinder, delay or object to the execution, delivery, preparation, submission, processing, hearing of,



amendment to or modification of any Approval Submittal or TDR Approval in any way whatsoever (whether directly or indirectly), unless otherwise requested to do so by Purchaser in writing; and (iii) not to seek any amendment, modification, rescission, cancellation or termination of any Approval Submittal or TDR Approval, whether now or hereafter existing, unless otherwise requested to do so by Purchaser in writing.

10. Closing Conditions.

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 above shall be true and correct in all respects; and (iii) the Town adopts a resolution issuing the TDR Approval (i.e., approval of this Agreement and the transaction contemplated herein, and approval of the conveyance and allocation of the TDRs from the Seller Property to the Property for Purchaser's use in connection with the development and construction of the Property), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed (such date on which all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed is referred to herein as the "TDR Approval Date").

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

11. Documents to be Delivered at Closing. At least sixty (60) days prior to closing, Purchaser shall deliver to Seller a title commitment or the equivalent thereof setting forth the specific requirements to be complied with at Closing, including identification of any liens, mortgages or other interests in Seller's Property or the individual units which comprise Seller's Property which must be satisfied or released. Purchaser shall at the same time identify any persons or entities, including without limitation mortgagees, other than Seller and its unit owners from which it requires a joinder or consent to the sale of the TDRs. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights, or such other instrument as the Town may require (in either event, the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall deliver copies of the approvals, consents and authorizations required by its articles of incorporation, bylaws and declaration of condominium from its board of directors and members authorizing the transaction contemplated herein and the consummation thereof; (c) Seller shall deliver to Purchaser a resolution, in recordable form, from the board of directors of Seller authorizing the transaction contemplated herein and the consummation thereof (including, without limitation, the authority to execute and deliver the Deed) by Seller; (d) Purchaser shall deliver a resolution to Seller authorizing the transaction contemplated herein and the consummation thereof by Purchaser; and (e) each Party shall



execute and deliver to the other Party a closing statement in usual and customary form. All of the closing documents referenced in this Section shall be in form and substance reasonably acceptable to Purchaser.

12. Closing. The "Closing", subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM on the date that is the first to occur of (the "Closing Date"): (a) the date that is ten (10) business days after the date on which Purchaser obtains a building permit for vertical construction on the Property; and (b) the date that is six (6) months after the Town adopts a resolution issuing the TDR Approval "TDR Approval Date"; provided, however Purchaser shall have the right to accelerate the Closing Date to any earlier date on not less than ten (10) business days written notice to Seller.

13. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement after the expiration of the Inspection Period, and provided Seller is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Purchaser, whereupon this Agreement shall terminate, the Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Purchaser, and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Purchaser shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Purchaser, and (ii) Purchaser shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall not apply to and there shall be no notice or cure period for any failure of Purchaser to close on the sale of the TDRs on the Closing Date.

(b) If Seller defaults on any term, covenant, condition or other provision of this Agreement, and provided Purchaser is not in default of any term, covenant, condition, representation or warranty of this Agreement, then Purchaser shall have (in addition to and not in lieu of any other right or remedy provided in this Agreement as a result of a default by Seller) the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller, whereupon this Agreement shall terminate, the Escrow Agent shall promptly return the Deposit to Purchaser, Seller shall immediately reimburse Purchaser an amount equal to all fees, costs, expenses and other charges incurred by Purchaser in connection with the transaction contemplated by this Agreement through the date of such termination (collectively, the "Actual Costs"), and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; (ii) to waive the default and close on and take title to the TDRs subject to such default without any reduction in the Purchase Price or extension of the Closing Date; and/or (iii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. In addition, if Purchaser terminates this Agreement under (i) above, but Seller fails or refuses to pay Purchaser the entire amount of the Actual Costs within ten (10) days after written demand for the same is made, then Purchaser shall have the right to record a lien against the Seller Property in the Public Records of Miami-Dade County, Florida to secure Seller's obligation to pay the Actual Costs with the right to foreclose such lien in accordance with applicable law. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (xi) Purchaser shall have first provided written notice of the default to Seller, and (xii) Seller shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default; provided, however, the foregoing notice and cure period shall



not apply to and there shall be no notice or cure period for any failure of Seller to close on the sale of the TDRs on the Closing Date, or any failure of Seller to execute and/or deliver to Purchaser any item necessary for Purchaser to apply for submit, process and/or obtain any Approval Submittal and/or TDR Approval within the time period required by Section 9 above.

14. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email or the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

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, PA, Attn: James Barnett, Esq., 401 East Las Olas Blvd., Suite 1000, Fort Lauderdale, Florida 33301, Phone No. 954-761-8111, email address jim.barnett@gray-robinson.com.

Notices to Seller shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154, Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com.

Notices to Escrow Agent shall be sent to GrayRobinson, PA., Attn: James Barnett, Esq., 401 East Las Olas Blvd., Suite 1000, Fort Lauderdale, Florida 33301, Phone No. 954-761-8111, email address jim.barnett@gray-robinson.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

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

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



hereby authorized to interplead such monies and/or documents into any court of competent jurisdiction and thereby be released from all obligations and liabilities hereunder. Seller hereby acknowledges that the Escrow Agent represents Purchaser in the transaction contemplated by this Agreement and hereby consents to and approves of such representation.

17. Miscellaneous.

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

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

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

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

(e) Time is of the essence with respect to each and every term, covenant and condition of this Agreement and the Parties' performance of the same; provided, however (i) any reference in this Agreement to a time period of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, (ii) any reference in this Agreement to a time period of six (6) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays, and (iii) if the last day of any time period is a Saturday, Sunday or legal holiday, then such period shall be



extended to 5:00 PM. Eastern Standard Time on the next day that is not a Saturday, Sunday or legal holiday.

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

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

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

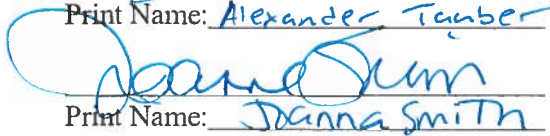
[signatures follow on next page]



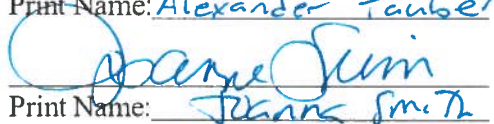
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:


Print Name: Alexander Tauber

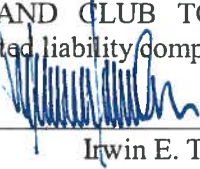

Print Name: Danna Smith


Print Name: Alexander Tauber


Print Name: Danna Smith

PURCHASER:

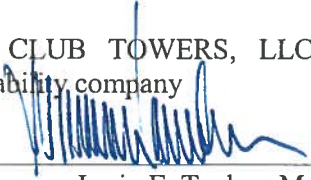
ISLAND CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: September 26, 2016

SELLER:

ROYAL CLUB TOWERS, LLC, a Florida
limited liability company

By: 
Irwin E. Tauber, Manager

Date: September 26, 2016

EXHIBIT "A"

The Legal Description of the Seller Property

Parcel:

Lots 6, 7 and 8, Block 1, Bay Harbor Islands, according to the plat thereof, Recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

Exhibit "A"



EXHIBIT "B"

The Legal Description of the Property

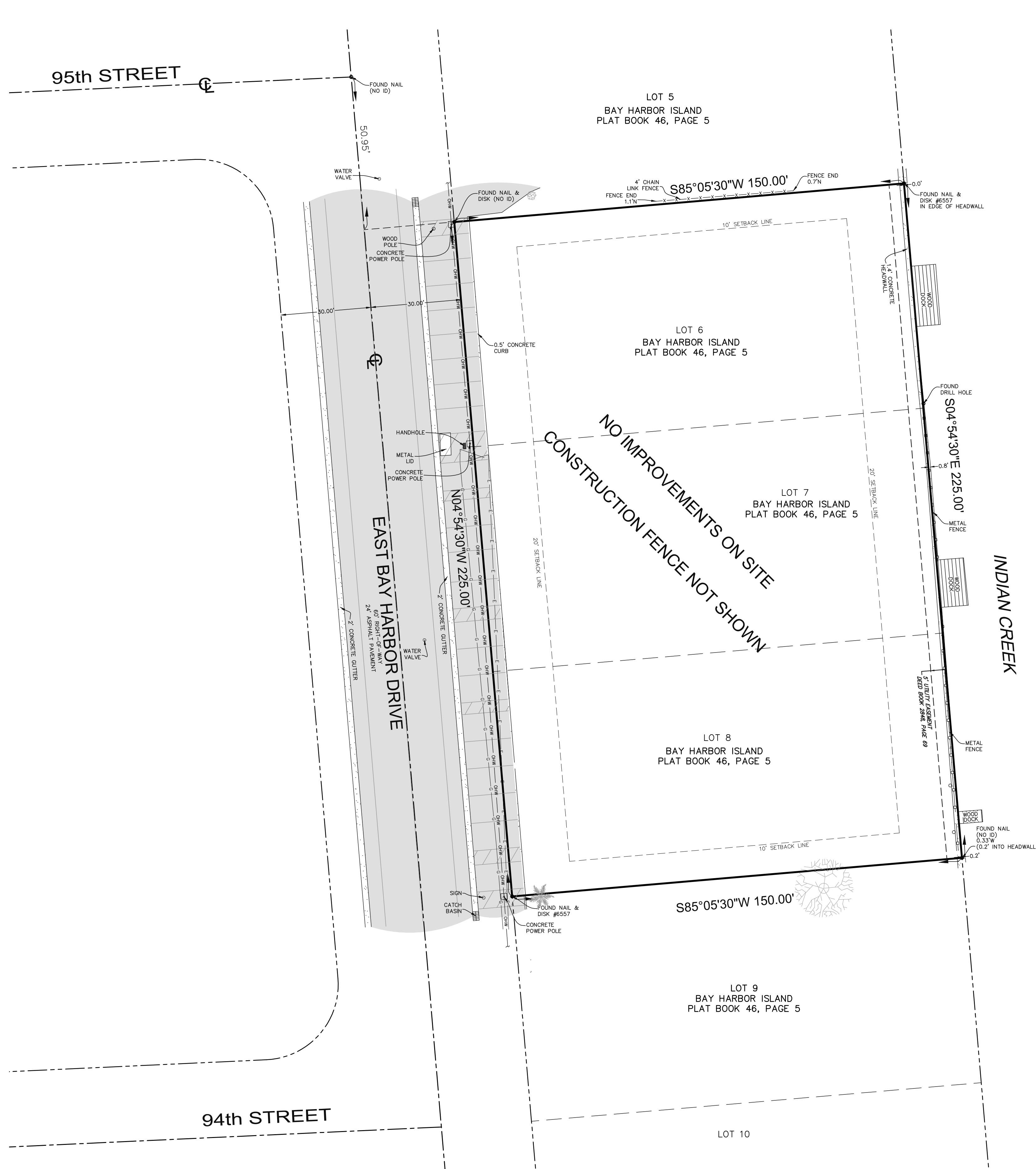
Parcel 1:

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

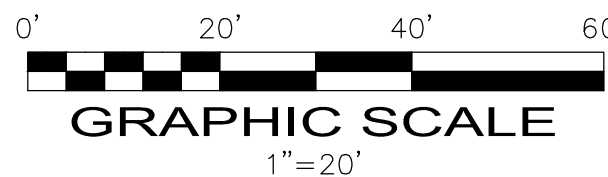
Parcel 2:

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





COPYRIGHT 2015 BY PULICE LAND SURVEYORS, INC.
ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.



CERTIFICATION:

TO ROYALE CLUB TOWERS, LLC; GRAYROBINSON, P.A.; CHICAGO TITLE INSURANCE COMPANY;
AND MAXIM CREDIT GROUP, LLC, ISAOA:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED
WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR
ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS,
AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 10, 11(a) OF TABLE A THEREOF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

NO.	REVISIONS	BY
1	#59120-UPDATE SURVEY-5/25/15	R.F.
2	#58062-TREE SURVEY-8/28/14	L.S.
3	#57743-UPDATE SURVEY-6/13/14	A.C.
4	#56710-ORIGINAL SURVEY-9/76/13	A.C.

ROYALE CLUB TOWERS
9431, 9461, 9481 E. BAY HARBOR DRIVE
BAY HARBOR ISLANDS, MIAMI-DADE COUNTY,
FLORIDA 33154

**BOUNDARY AND ALTA/ACSM
LAND TITLE SURVEY**

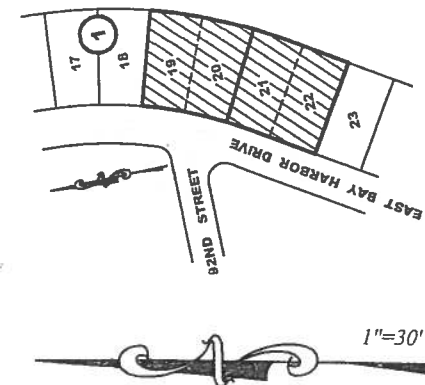
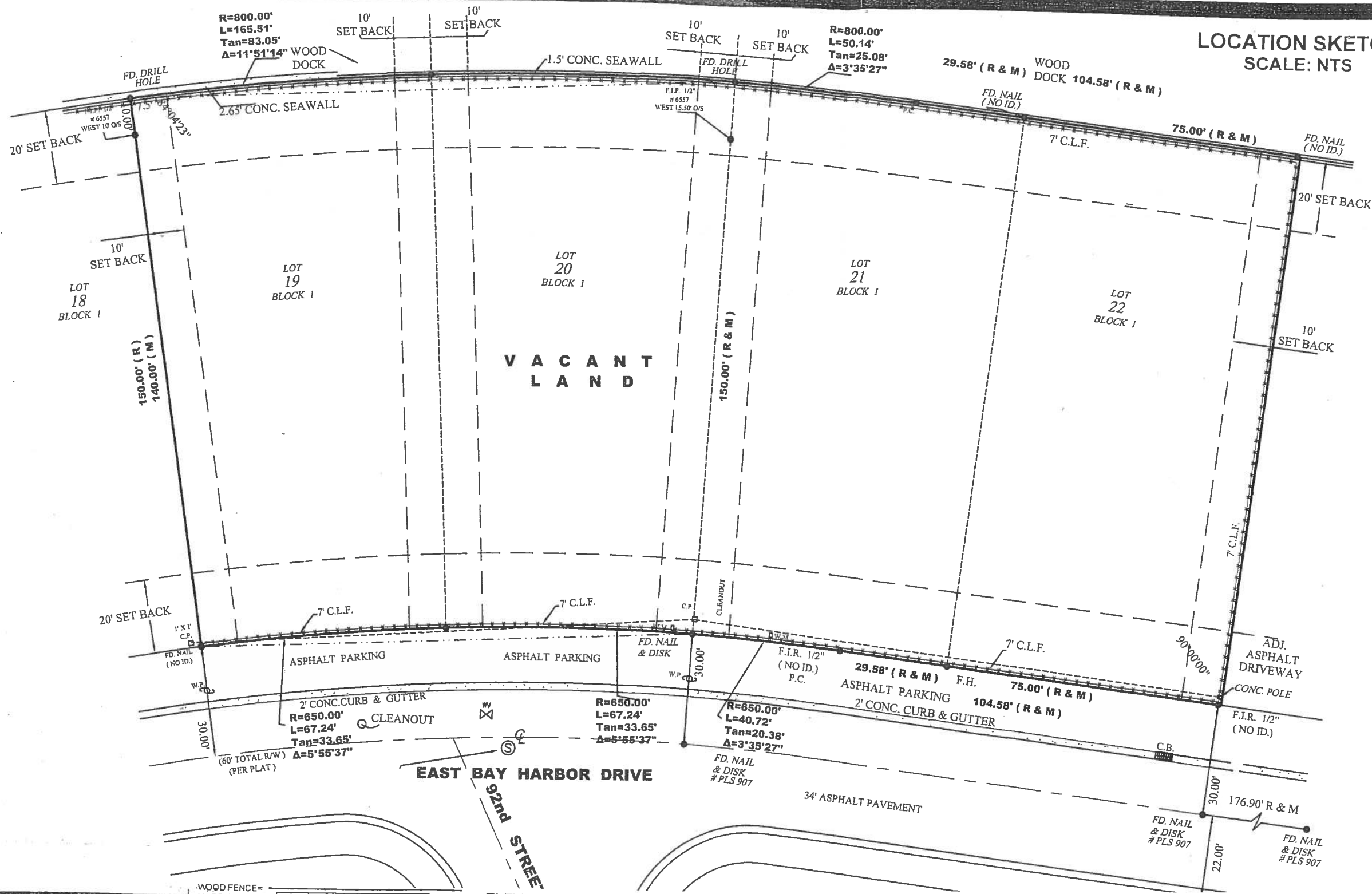


PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.
CHECKED BY: J.F.P.

SCALE: 1" = 20'
SURVEY DATE: 5/25/15

FILE: TAUBCO
ORDER NO.: 59120



Property Address: 9161, 9201 & 9221 E. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Legal Description:
 Parcel 1: Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 Parcel 2: Lot 21, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 Parcel 3: Lot 22, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 AKA
 Condominium Units 1A, 1B, 2A, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium according to the Declaration of Condominium therefor, as recorded in Official Records Book 10395, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL



REVISED: 9/23/16

WOOD FENCE =
 MASONRY WALL =
 CONCRETE =
 MAINTENANCE & DRAINAGE EASEMENT = M & D.E.

ELEVATION BASED ON LOC. # CBM# ELV. TYPE OF SURVEY: BOUNDARY SURVEY

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 46 PAGE 5

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
 There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059
 555 NORTH SHORE DRIVE
 MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09 BASE: 10'
PANEL: 0144	COMMUNITY # 120637	
DATE: 10/27/15	SCALE: 1" = 30'	DWN. BY: F. Blanco
	JOB No 15-917	

OFF. REC. CL.

20136PG4124

This Instrument Prepared by,
Record and Return to:
Mark I. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022023 2002 JAN 11 14:52

WARRANTY DEED

DEED 13,800.00 SURTX 12,600.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

This Warranty Deed is made by Gator Bay Harbor I, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Island Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116302.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

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

Folio No. 13 2227 01 0170

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

429

20136-4124

19+20

20136PG4125

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of:

GATOR BAY HARBOR I, L.C.,
a Florida limited liability Company

Horst Schmidt
Name: Horst Schmidt

By: [Signature]
Name: Kurt Dohle
Its: _____

Harold Hische
Name: Harold Hische

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Dohle of Gator Bay Harbor I, L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public: [Signature]
Name: Dr. Heiko Jackschath
Commission No.: _____
Notary Public

My commission expires:
MIA1 #1081906 v1



URNr. 2270/2001

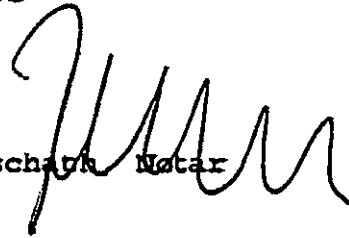
Hiermit beglaubige ich die vorseitigen, vor mir vollzogenen
Unterschriften der Herren:

- a) Kurt Dohle, geboren am 27.04.1935, wohnhaft in 50126
Bergheim-Zieverich, Aachener Straße 6,
- b) Horst Schmidt, geboren am 08.01.1944, wohnhaft in 53797
Lohmar, Zum Daaskamp 9 A,
- c) Harald Mischke, geboren am 15.10.1962, wohnhaft in 53919
Weilerswist, Münstereifeler Straße 2,

zu a) und b) von Person bekannt; zu c) ausgewiesen durch
Personalausweis.

Sankt Augustin, den 05. November 2001

Jackschath Notar



Kostenberechnung

§§ 141, 154 KostO

Geschäftswert:	DM	6.000,-	
Gebühr § 52:	DM	20,00	
Zusatzgeb. § 52 KostO:	DM	20,00	
Schreibgeb.:	DM	3,00	
Auslagen § 52:	DM	3,00	
Gewerbesteuer (15%):	DM	46,00	
	DM	7,36	
	DM	53,36	

Platz

[Handwritten signature]

[Handwritten mark]

20136PG4128

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Dr. Heiko Jackschath

3. in seiner Eigenschaft als Notar in St. Augustin

4. sie ist versehen mit dem Siegel des Notars Dr. Jackschath

Bestätigt

5. in Bonn

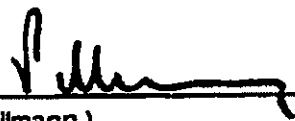
6. am 06.11.01

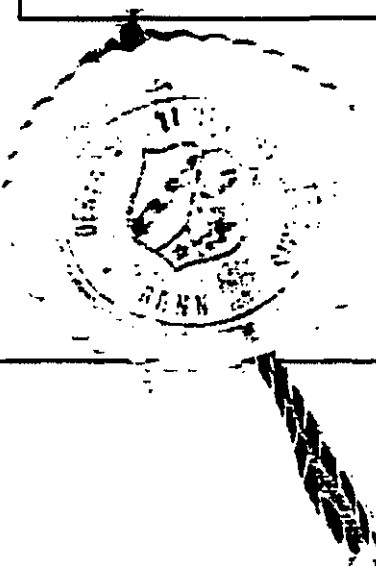
7. durch den Präsidenten des Landgerichts Bonn

8. unter Nr. 1214-1226/2001

9. Stempel/Siegel

10. Unterschrift:


(Pillmann)



BUSSE & MIESSEN

RECHTSANWÄLTE

via facsimile transmission: 001/305/667-6161

Glenn J. Holzberg Esq.
Offices at Pinecrest II, Suite 220
7685 Southwest 104th Street
Miami, Florida 33156-3156

USA

A.Z.: V-02241/01-ds
Sekretariat RA Dr. Vogel: Frau Blautzik
Durchwahl 0228-98391-26
Telefax 0228-630 283
hvgr.vogel@Busse-Miessen.de

Bonn, den 09.01.2002

BONN

FELIX BUSSE *
WOLFGANG MIESSEN
PROF. DR. LUDWIG WIMMER *
JULIO LINKE *
DR. TORSTEN AAR
STEPHAN EISENBERG
MICHAEL NIMPHUS *
DR. ANDREAS NADLER **
DR. HANS-JOSEF VOGEL
DR. INGO PETER LUTMANN *
DR. GERNOT PRILL
FRYER ENGELMANN
MICHAEL SCHORN
* zugel. Fachanwalt für Versicherungsrecht
** zugel. Fachanwalt für Arbeitsrecht

BERLIN

DR. WOLFRANG UHLMANN *
CABRIELE HÄSEL *
* zugel. Fachanwalt für den Konsumvertrieb

LEIPZIG

WALTER CESTEL *
STEFFEN HAMANN
* zugel. Fachanwalt für den OLG Dresden

Dear Mr. Holzberg:

Re: Dohle Handelsgruppe Service GmbH & Co. KG / Beratung Immobilienverkauf
Florida

please find attached the translation of the Apostille plus the relevant confirmations of the
notary public. The Apostille has the same wording for all four deeds - Deed-Roll-No. 20/2002
- Deed-Roll-No. 23/2002. I have not translated it four times. I do declare that the translation is
correct and that I have a sufficient command of English to be able to translate legal documents.

If you have any further questions, please contact me.

Yours,


(Dr. Hans-Josef Vogel)
Rechtsanwalt

BONN
Obderstraße 21, 53111 Bonn
Postfach 13 80, 53003 Bonn
Telefon 0228-98391-0 Fax 0228-630 283

BERLIN
Wilhelmstraße 46, 10117 Berlin
Telefon 030-226336-0
Telefax 030-226336-50

LEIPZIG
Martin-Luther-Ring 3, 04107 Leipzig
Telefon 0341-98231-0
Telefax 0341-98231-10

Commerzbank Köln-Lindenplatz (BLZ 370 400 44) 230 230 3

APOSTILLE

(Hague Convention of 5 October 1961)

1. Country: Federal Republic of Germany
This public document
2. is signed by Dr. Heiko Jackschath
3. as notary public in St. Augustin
4. It is affixed with the seal of notary Dr. Jackschath.

Authenticated:

5. in Bonn
6. on 03.01.2002
7. by the president of Landgericht (County Court) Bonn
8. under No. 18-23/2002
9. seal
10. signature:
(Maurer-Wildermann)

URNr. 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

- 1 Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich,
- 2 Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
- 3 Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 22/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 21/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 20/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1956, resident in D-50968 Köln, Lindenufer 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Veigalstraße 12.

Sankt-Augustin, 02.01.2002

Jackschuh, Public Notary

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.

RECORDED IN OFFICIAL RECORDS
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

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

20401PG1540

02R306 170 2002 MAY 17 08:12

This instrument Prepared by and Return to:
Harvey Scholl, Esq.
First Southern Title Company, Inc.
5295 Town Center Rd., Third Floor
BOCA RATON, FL 33486

Property Appraisers Parcel Identification (Folio) Numbers:
13-2227-064-0010
Grantee SS #:

11 SPACES 1-00-1/4 SURTA 0.00
PLATE 10000 125K DADE COUNTY, FL

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 10th day of May, A.D. 2002 by Illyce Faith Roth, a single woman herein called the grantor, whose post office address is 9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 33154, to Island Club Towers, LLC, a Florida Limited Liability Co. whose post office address is 9700 Collins Avenue, #303, Bal Harbor, Florida 33154, hereinafter called the Grantee:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in DADE County, State of Florida, viz:

Condominium Unit 1A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10336, Page 262 of the Public Records of Miami-Dade County, Florida.

This conveyance is made subject to the following:

1. Conditions, restrictions, limitations, reservations and easements of record.
2. The aforesaid Declaration of Condominium and all Exhibits attached thereto and all matters referred to therein.
3. Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

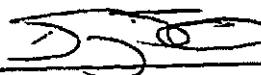
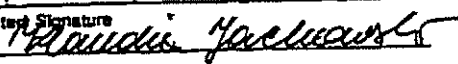
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

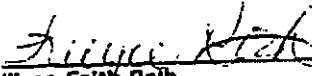
TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered in the presence of:


Signature
HARVEY SCHOLL
Printed Signature

Signature
KLAUDIA JACKOWSKA
Printed Signature


L.S.
Illyce Faith Roth
9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 3

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Illyce Faith Roth who is/are personally known to me or has produced  as identification.

SEAL

My Commission Expires
Harvey I. Scholl
MY COMMISSION EXPIRES
May 14, 2005


Notary Signature
HARVEY SCHOLL
Printed Notary Signature

20401PG1541

Bay Isle Condominium Association
Approval for Transfer of Ownership

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

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

Said unit is being purchased, or otherwise obtained from:

Illyce Roth

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

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

WARRANTY DEED

20401PG4876

This Instrument
Prepared by:
Address:

Marc Hauser, Esq.
1111 Kane Concourse, Suite 616
Bay Harbor Islands, FL 33154
Tel: (305) 864-9934

02R306911 2002 MAY 17 11:04

Identification (Folio) No(s): 13-2227-064-0150

THIS INDENTURE, Made this 4 day of May 2002,
between SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man,
of the County of Miami-Dade, in the State of Florida, parties of the first part.

and ISLAND CLUB TOWERS, LLC, a Florida Limited Liability Company,
of the County of Miami-Dade, in the State of Florida, whose post office address is
9161 E. Bay Harbor Drive, Unit 7B, Bay Harbor Islands, FL 33154, party of the second
part.

Witnesseth, That the said parties of the first part, for and in consideration
of the sum of TEN and 00/100 ----- (\$10.00) Dollars, and other good and
valuable considerations, to them in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the
said party of the second part, his heirs and assigns forever, the following described
land, situate, and being in the County of Miami-Dade, State of Florida, to-wit:

Unit 7B of BAY ISLE CONDOMINIUM according to the Declaration of
Condominium filed March 19, 1979 in O.R. Book 10335 at Page 262
of the Public Records of Miami-Dade County, Florida, and amendments
thereto.

DOCSTPOEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SUBJECT TO: (1) Taxes for the year 2002 and subsequent years; AND
(2) Conditions, restrictions, limitations and easements of record.
(3) All of the terms, covenants and conditions contained in the Declaration
of Condominium.

And the said parties of the first part do hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

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

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Marc Hauser
Witness Signature

Marc Hauser
Printed Name

Marc Hauser
Witness Signature

Marc Hauser
Printed Name

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Sidney S. Steinberg (L.S.)
Grantor Signature

SIDNEY S. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

Howard G. Steinberg (L.S.)
Grantor Signature

HOWARD G. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

STATE OF FLORIDA) SS:
COUNTY OF MIAMI-DADE)

Be it known that on the 4 day of May, 2002 before me, a Notary Public in and
for the State of Florida duly commissioned and sworn personally came and appeared
SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man, to me ()
personally known () who presented as I.D.: _____ who did take an
oath, and known to me to be the same persons described in and who executed the
foregoing instrument and they acknowledged the within to be their act and deed and
that an oath was taken.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
of office the day and year last above written.

My Commission No. _____
Expires _____

NOTARY PUBLIC, State of Florida

Marc Hauser
Printed Name of Notary

(Seal)



204014876

10.5

70

20401 PG 4877

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 7B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 7B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Sidney S. Steinberg and Howard C. Steinberg

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

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

20401PG4831

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

02R306903 2002 MAY 17 11:02

00CSTPDEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

File Number: 2159-022
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Rene Jose Perez, joined by his spouse, Ann Patricia Perez whose post office address is 9161 East Bay Harbor Drive, Unit 8A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, FL 33154, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Condominium Unit 8A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0080

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

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

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

DoubleTimes

20401-4831

8A

20401PG4832

Signed, sealed and delivered in our presence:

[Signature]
 Witness Name: [Signature]
[Signature]
 Witness Name: Yolanda Cabrera

[Signature] (Seal)
 Rene Jose Perez
[Signature] (Seal)
 Ana Patricia Perez

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Rene Jose Perez and Ana Patricia Perez, who ☐ are personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

NOTARY PUBLIC - STATE OF FLORIDA

KURT R. MOUS JR.

COMMISSION # 00734479

EXPIRES 8/12/2002

BONDED THROUGH A LEE NOTARY

My Commission Expires:

RECORDED IN OFFICIAL RECORDS MAP
 OF DADE COUNTY, FLORIDA
 RECORD VERIFIED
 HARVEY RUVIN
 CLERK CIRCUIT COURT

OFFICIAL

20401PG1787

02R306212 2002 MAY 17 08:23

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

File Number: 2159-023
Will Call No.:

10157000 0.00 SURTX 0.00
MADE: 05/17/02 CLERK DADE COUNTY, FL

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Warranty Deed

This Warranty Deed made this 16th day of May, 2002 between Henry Kuhlman, a single man whose post office address is 9161 East Bay Harbor Drive, Unit 8B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, FL 33154, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Condominium Unit 8B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0160

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

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

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

DoubleTime

20401-1787

15

86

20401PG1788

Signed, sealed and delivered in our presence:

Stacy S. Oskolski
 Witness Name: Stacy S. Oskolski
[Signature]
 Witness Name: [Signature]

[Signature] (Seal)
 Henry Kuhlman

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of May, 2002 by Henry Kuhlman, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Stacy S. Oskolski
 Commission # DD 023136
 Expires April 8, 2005
 Bonded Through
 Atlantic Bonding Co., Inc.

[Signature]
 Notary Public

Printed Name: Stacy S. Oskolski

My Commission Expires: _____

20401PG1789

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC.** or other transfer of ownership, of condominium unit No. 8B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 8B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Henry Kuhlman

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

Approval date this 5th of May, 2002.

David E. Arizona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

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

ST. REC. DE.

20401PG1695

Prepared by and return to:

02R306198 2002 MAY 17 08:22

Jorge E. Otero & Associates, P.A.
75 Valencia Avenue
Coral Gables, FL 33134

File Number: Garoni
Will Call No.:

RECEIVED - \$0.00 SURTY 0.00
MAY 17 2002 - MIAMI-DADE COUNTY, FL

Grantee S.S. No.
Parcel Identification No. 13-2227-064-0170

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 10th day of May, 2002 between Daniel Garoni, a single man whose post office address is c/o Otero & Associates, P.A., 75 Valencia Ave., Fourth Floor, Coral Gables, FL 33134 of the County of Miami-Dade, State of Florida, grantor, and Island Club Towers, LLC whose post office address is 9161 East Bay Harbor Drive, Unit 9B, Miami, FL 33154 of the County of Miami-Dade, State of Florida, grantee.

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

Condominium Unit 9B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida.

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

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

Signed, sealed and delivered in our presence:

Norma Hernandez
Witness Name: NORMA HERNANDEZ

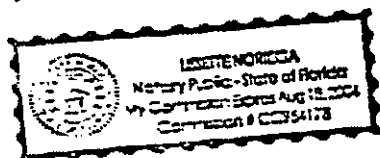
Lissette Waring
Witness Name: Lissette Waring

Daniel Garoni (Seal)
Daniel Garoni

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Daniel Garoni, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Lissette Waring
Notary Public

Printed Name: _____

My Commission Expires: _____

JORGE E. OTERO & ASSOCIATES, P.A.

DoubleTime

FOURTH FLOOR • 75 VALENCIA AVENUE, CORAL GABLES, FLORIDA 33134 • TEL: (305) 567-9000 • FAX: (305) 443-0164

20401-1695

Missing
2018
1000 Jaxco
9B

20401 PG 1696

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 9B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 9B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Daniel Geroni

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

OF RECORD

20136PG4133

This Instrument Prepared by,
Record and Return to:
Mark L. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022024 2002 JAN 11 14:52

DOCSTPOEE 2,502.00 SURTX 1,276.50
HARVEY RUVIN, CLERK DADE COUNTY, FL

WARRANTY DEED

This Warranty Deed is made by Gator Bay Harbor II, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Royale Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116300.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

Lots 6 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida

Folio No. 13 2227 001 0050

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

4250

20136-4133

6

20136PG4134

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons claiming whomsoever.

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of:

GATOR BAY HARBOR II, L.C.,
a Florida limited liability company

Horst Schmidt
Name: Horst Schmidt

By: [Signature]
Name: Kurt Dohle
Its: _____

Harald Mische
Name: Harald Mische

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Dohle, _____ of Gator Bay Harbor II, L.C., a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.



Notary Public: [Signature]
Name: Dr. Heiko Jackschitz
Commission No.: _____
Notary Public

My commission expires
MIA1 #1081010 v1

20 136PG4 135

URNr. 2272/2001

Hiermit beglaubige ich die vorseitigen, vor mir vollzogenen
Unterschriften der Herren:

a) Kurt Dohle, geboren am 27.04.1935, wohnhaft in 50126
Bergheim-Zieverich, Aachener Straße 6,

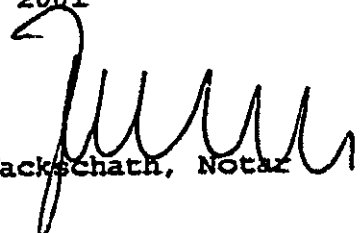
b) Horst Schmidt, geboren am 08.01.1944, wohnhaft in 53797
Lohmar, Zum Daaskamp 9 A,

c) Harald Mischke, geboren am 15.10.1962, wohnhaft in 53919
Weilerswist, Münstereifeler Straße 2,

zu a) und b) von Person bekannt; zu c) ausgewiesen durch
Personalausweis.

Sankt Augustin, den 05. November 2001




Jackschath, Notar

55 141, 154 KostQ

११५५

BUSSE & MIESSEN

RECHTSANWÄLTE

via facsimile transmission: 001/305/667-6161

Glenn J. Holzberg Esq.
Offices at Pinecrest II, Suite 220
7685 Southwest 104th Street
Miami, Florida 33156-3156

USA

AZ: V-02241/01-ds
Sekretariat RA Dr. Vogel: Frau Blautzik
Durchwahl 0228-98391-26
Telefax 0228-630 283
hans.vogel@busse-miesner.de

Bonn, den 09.01.2002

BONN

FELIX BUSSE*
WOLFGANG MIESSEN
PROF. DR. RAIMUND WINNER*
JÜRGEN LINKE*
DR. FORSTEN AUF
STEPHAN EISENBERG
MICHAEL NIMPHIUS*
DR. ANDREAS NADLER**
DR. HANS-JOSEF VOGEL*
DR. INOCH URMACHER
DR. BERNOT PRILL
PETER ENGELMANN
MICHAEL SCHÖRN
* zugleich Fachanwalt für Verwaltungsrecht
** zugleich Fachanwalt für Arbeitsrecht

BERLIN

DR. WOLFGANG UHLMANN*
STABELE HEISE*
* zugelassen nach § 12a des Kammergesetzes

LEIPZIG

WALTER CIEBEL*
STEFFEN HAMANN
* zugelassen nach § 12a des OLG. Gesetzes

Dear Mr. Holzberg:

Re: Dohle Handelsgruppe Service GmbH & Co. KG / Beratung Immobilienverkauf
Florida

please find attached the translation of the Apostille plus the relevant confirmations of the notary public. The Apostille has the same wording for all four deeds - Deed-Rolle-No. 20/2002 - Deed-Rolle-No. 23/2002. I have not translated it four times. I do declare that the translation is correct and that I have a sufficient command of English to be able to translate legal documents.

If you have any further questions, please contact me.

Yours,


(Dr. Hans-Josef Vogel)
Rechtsanwalt

BONN
Odebrunnen 21, 53111 Bonn
Postfach 13 83, 53003 Bonn
Telefon 0228-98391-0 Fax 0228-630 283

BERLIN
Wilhelmstraße 40, 10117 Berlin
Telefon 030-226336-0
Telefax 030-226336-30

LEIPZIG
Martin-Luther-Ring 3, 04107 Leipzig
Telefon 0341-98211-0
Telefax 0341-98211-10

Commerzbank Köln-Ludwigshafen (BLZ 370 00 44) 230 250 1

APOSTILLE

(Hague Convention of 5 October 1961)

1. Country: Federal Republic of Germany
This public document
2. is signed by Dr. Heiko Jackschah
3. as notary public in St. Augustin
4. It is affixed with the seal of notary Dr. Jackschah.

Authenticated:

5. in Bonn
6. on 03.01.2002
7. by the president of Landgericht (Country Court) Bonn
8. under No. 18-23/2002
9. seal
10. signature:
(Maurer-Wildermann)

URNr. 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

- 1 Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich,
- 2 Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23,
- 3 Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
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3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 21/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
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3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 20/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
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3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12,

Sankt-Augustin, 02.01.2002

Jackschuh, Public Notary

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Dr. Heiko Jackschath

3. in seiner Eigenschaft als Notar in St. Augustin

4. sie ist versehen mit dem Siegel des Notars Dr. Jackschath

Bestätigt

5. in Bonn 6. am 06.11.01

7. durch den Präsidenten des Landgerichts Bonn

8. unter Nr. 1214-1226/2001

9. Stempel/Siegel

10. Unterschrift:

(Pillmann)



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIER
HARVEY RUVIN
CLERK CIRCUIT COURT

RECORDERS NOTE:

The legibility of writing, typing or printing unsatisfactory in this document when received.

FILED

20136PG4142

This Instrument Prepared by,
Record and Return to:
Mark I. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022025 2002 JAN 11 14:52

DOCSTPDEE 4,998.00 SURTX 3,748.50
HARVEY RUVIN, CLERK DADE COUNTY, FL

WARRANTY DEED

This Warranty Deed is made by Gator Bay Harbor I, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Royale Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116300.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

Lots 7 and 8 of Bay Harbor Islands, according to the Plat thereof, as recorded in Plat Book 46, Page 5 of the Public Records of Miami-Dade County, Florida

Folio No. 13 2227 001 0060
13 2227 001 0070

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

429

20136-4148

748

20136PG4143

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the Property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons whomsoever

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of:

GATOR BAY HARBOR I, L.C.,
a Florida limited liability Company

Horst Schmidt
Name: Horst Schmidt

By: [Signature]
Name: Kurt Dohle
Its: _____

Harold Hische
Name: Harold Hische

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Dohle, _____ of Gator Bay Harbor I, L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification:

Notary Public: [Signature]
Name: Dr. Heiko Jackschath
Commission No. _____
Notary Public

My commission expires _____
MIAI #1081009 v1



GENEAL

20136PG4144

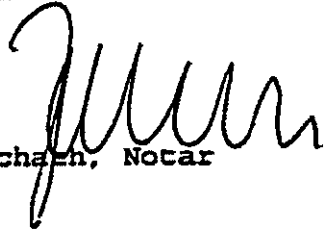
URNr. 2271/2001

Hiermit beglaubige ich die vorseitigen, vor mir vollzogenen
Unterschriften der Herren:

- a) Kurt Dohle, geboren am 27.04.1935, wohnhaft in 50126
Bergheim-Zieverich, Aachener Straße 6,
- b) Horst Schmidt, geboren am 08.01.1944, wohnhaft in 53797
Lohmar, Zum Daaskamp 9 A,
- c) Harald Mischke, geboren am 15.10.1962, wohnhaft in 53919
Weilerswist, Münstereifeler Straße 2,

zu a) und b) von Person bekannt; zu c) ausgewiesen durch
Personalausweis.

Sankt Augustin, den 05. November 2001


Jackschaen, Notar

OFF. REC. NO.

20136PG4145

Kostenberechnung

SS 141. 154 KostO

Geschäftswert: DM	6.000,-	
Gebühr §§ 32.	451	DM 20,00
Zuschlag §§ 33 Abs.	58,5	DM 20,00
Fahrtkosten		DM 3,00
Auslagen		DM
Verkostener (Mittel)	161	DM 43,00
		DM 6,88
Zus.		DM 49,88

11-10-67

[Handwritten signature]

BUSSE & MIESEN RECHTSANWÄLTE

via facsimile transmission: 001/305/667-6161
Glenn J. Holzberg Esq.
Offices at Pinecrest II, Suite 220
7685 Southwest 104th Street
Miami, Florida 33156-3156

USA

AZ: V-02241/01-ds
Sekretariat RA Dr. Vogel: Frau Blauzik
Durchwahl: 0228-98391-26
Telefax 0228-630 283
hans.vogel@busse-miessen.de

Bonn, den 09.01.2002

Dear Mr. Holzberg:

Re: Dohle Handelsgruppe Service GmbH & Co. KG / Beratung Immobilienverkauf
Florida

please find attached the translation of the Apostille plus the relevant confirmations of the notary public. The Apostille has the same wording for all four deeds - Deed-Role-No. 20/2002 - Deed-Role-No. 23/2002. I have not translated it four times. I do declare that the translation is correct and that I have a sufficient command of English to be able to translate legal documents.

If you have any further questions, please contact me.

Yours,

(Dr. Hans-Joachim Vogel)
Rechtsanwalt

BONN

FELIX BUSSE*
WOLFGANG MIESEN*
PROF. DR. RAIMUND WIMMER*
JULIO LINKE*
DR. FORSTEN AUF
STEPHAN EISENBERG
MICHAEL NIMPHUS*
DR. ANDREAS NADLER**
DR. HANS-JOACHIM VOGEL*
DR. INGO PETER UNWALKER
DR. GERNOT FRITZ
FRIEDRICH ENGELMANN
MICHAEL SCHORN
* zugleich Rechtsanwalt für Verwaltungsrecht
** zugleich Rechtsanwalt für Arbeitsrecht

BERLIN

DR. WOLFGANG ENGELMANN*
FABIANE HÄSE*
* zugleich auch bei dem Kammergericht

LEIPZIG

WALTER GERTEL*
STEFFEN HAMANN*
* zugleich auch bei dem OLG Dresden

20136PG4146

DEKRE

BONN
Ochtersrade 21, 53111 Bonn
Postfach 13 80, 53003 Bonn
Telefon 0228-98391-0 Fax 0228-630 283

BERLIN
Wilhelmstraße 46, 10117 Berlin
Telefon 030-226330-0
Telefax 030-226330-10

LEIPZIG
Martin-Luther-Ring 3, 04107 Leipzig
Telefon 0341-98231-0
Telefax 0341-98231-10

Commerzbank Köln-Luxemburg (BLZ 370 400 44) 230 250 3

APOSTILLE

(Hague Convention of 5 October 1961)

1. Country. Federal Republic of Germany
This public document
2. is signed by Dr. Heiko Jackschath
3. as notary public in St. Augustin
4. It is affixed with the seal of notary Dr. Jackschath.

Authenticated:

5. in Bonn
6. on 03.01.2002
7. by the president of Landgericht (County Court) Bonn
8. under No. 18-23/2002
9. seal
10. signature:
(Maurer-Wildermann)

11-22-77

T-358 P 023/004 F-716

LRN# 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known.

- 1 Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich.
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3 Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtelsstraße 12.

Sankt-Augustin, 02.01.2001

Jackschack, Public Notary

URN: 22/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

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3. Rolf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12,

Sa: La-Augustin, 02.01.2001

Jackreith, Public Notary

URN: 21/2002

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3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Surel-Augustin, 02.01.2001

Jackschath, Public Notary

02-01-02

18:15

VCK -Bayer & Minister Rechtsanwalte

+49 228 850282

T-802 P 001/C04 F-782

URNr. 20/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
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3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalsstraße 12.

Sanct-Augustin, 02.01.2002

Jackschuh, Public Notary

20136PG4150

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Dr. Heiko Jackschath

3. in seiner Eigenschaft als Notar in St. Augustin

4. sie ist versehen mit dem Siegel des Notars Dr. Jackschath

Bestätigt

5. in Bonn 6. am 06.11.01

7. durch den Präsidenten des Landgerichts Bonn

8. unter Nr. 1214-1226/2001

9. Stempel/Siegel

10. Unterschrift:


(Pillmann)

RECORDED IN OFFICIAL RECORDING
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

RECORDERS NOTE:

The legibility of writing, typing or printing unsatisfactory in this document when received.

7522 Wiles Road Suite B-203
Coral Springs, Florida 33067
(Tel) 954-757-9909
(Fax) 954-757-7089
(E-mail) mmiller@michaelmillerplanning.com

**MICHAEL MILLER
PLANNING
ASSOCIATES, INC.**

Fax

To: Marlene Marante, Town Clerk

From: Michael J. Miller, AICP 

Town of Bay Harbor Islands

Consultant Town Planner

Fax: 305-866-4863

Pages: 2 (Including Cover Page)

Phone: 305-866-6241

Date: 10/3/2016

Re: Transfer of Development Rights (TDR)

CC:

Island House (aka Island Club Towers)

(Currently 82 Total DU)

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

TDR Request – 7 Private DU

Donor Site: 9431-81 E. Bay Harbor Dr. / Lots 6-8 of Block 1 (Royal House / aka Royal Club Towers MFR)

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

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application, following is our analysis. Our records indicate the receiving site (Island House / aka Island Club Towers) was granted a revised Site Development Plan approval by the Town's Planning and Zoning Board on July 16th, 2013 for 87 DU (now reduced to 82 DU). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 82 total dwelling units, this requires the acquisition of 47 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 Street in October 2015; Sereno East & Anchorage Condo in February 2016) to acquire 27 TDR units to date. The applicant must still acquire 20 TDR units prior to construction. As of 10/3/16 no Town TDR units have been acquired.

The donor site, in this instance, is the proposed 8-story / 65 DU (previously 72 DU) Royal Club Towers multi-family residential complex that was re-approved (modifications) by the Planning and Zoning Board on August 20th, 2013. The site is currently cleared / vacant. The Town received building permit plans for the Royal Club Towers site on 2/12/16 but the plans were denied / comments given to the applicant.

Construction has not yet commenced. The donor site is located at 9431-81 E. Bay Harbor Drive and the legal description is Lots 6 through 8 of Block 1.

The survey submitted with the application indicates that Lots 6, 7, and 8 of the donor site are full lots; the front 11-feet of land was not conveyed to the Town for off-street parking in the Town swale as many others did in the past.

The total combined donor site land area is 33,750 sq. ft. / .775 acres in size and is entitled to 26 DU (.775 acres at 34 DUA = 26.35 or 26 DU). Both the Town's Complan and LDRs have limitations on "rounding" density allowances to .50 of a DU (round up / down). The donor site contracted with the Town to acquire 46 TDR units (Resolution No. 1159) on March 11th, 2013. Discussions with Town staff indicate that the Royal House Towers project has not paid any money toward the TDR contract as of yet. With 65 DU proposed for the site, 26 DU allowed by right, and the donor site previously acquiring 46 TDR units, upon redevelopment as currently proposed, the project site has an excess of seven (7) TDR units. The applicant is requesting to transfer the excess seven (7) TDR units to the receiving site.

The intent of the TDR system is that no property may "bank" excess TDR units. The Town should only sell the minimum number of TDR units required to construct a project; extra TDR units should not be sold if the project reduces the number of DU. As the donor site has not yet paid for the contracted 46 Town owned TDR units, the Town should only sell the 39 TDR units needed.

It should be noted that the donor site contracted to purchase the Town owned units for \$30,000 each. The current day value for Town owned waterfront TDR units is \$70,000 each. If the Town Council approves the sale / transfer of the excess 7 TDR units, the Town will essentially forfeit \$280,000 as these units will not be reverted back into the Town owned TDR bank for future sales. Again, it was never the intention of the TDR system to allow properties to bank excess TDR units.

The letter submitted by the applicant (dated 9/26/16) in the concurrent application indicates that the intent of the developer is to acquire the remaining TDR units through the Town owned pool with a concurrent TDR transfer request. The letter states that if the Town does not grant the transfer of the seven (7) private TDR units, the applicant intends to request 20 (twenty) TDR units from the Town owned pool.

***Notes on application package:**

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

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Date: October 3, 2016

Property Address: Royale Club Towers, LLC
9431-9481 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



9481 East Bay Harbor Drive
Vacant lot- No violations observed.



9461 & 9431 East Bay Harbor Drive
Vacant lot- No violations observed.

INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 6th LV)
A-105	SEVENTH LEVEL
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-108	MATERIALS
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

SITE PLAN APPROVAL REVISION

9201 EAST BAY HARBOR DR.

Island House_Units Breakdown

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Sixth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 3-6			12		15,284
Total x4 Levels			48		61,136

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 7			14		18,826

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	A-2	3	2	1,373	2,746
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
C-1		1	2	1,014	2,028
Total Level 8			14		17,802

Total Number of Units			86		
Total Net Area				111,130	
Total Number of Parking Spaces Provided				172	

LOCATION



Zoning Summary

revuelta architecture international p.a.

9201 EAST BAY HARBOR DRIVE

Lot Area	SF 45,000	Acres 1.03
Legal Description Lot 19, 20, 21 and 22, Block 1 of 'Bay Harbor Island', According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.		
Flood Elevation This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.* Grade Level (Crown of the road) 4'-10" N.G.V.D.		
Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)		
FLR (Determined by the setbacks)	Allowable N/A	Proposed 86 84.5 (units/acre)
Maximum Density 34 units per net Acre Proposed Density	34 1.03	35 86 84.5 (units/acre)
Setbacks Principal Frontage (E. Bay Harbor Dr.) Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet Side Setback Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet Rear Setback (Waterfront) 20'-0" Flex Setback (side only) side building length maximum allowed 1/3 of length of building 107 Maximum Height Maximum Building Height 75 feet above BFE Open Space Requirements 20% of Lot Area Minimum 45,000 0.20 Roof Deck Landscape Requirements 15% of Roof Area Minimum 8,000 0.15 Lot Coverage (Perimeter determined by the setbacks) Determined by Setbacks Building Length The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet Breezeway A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Parking Space Requirements Residential - 2 per Dwelling Unit Minimum Guest Parking Total Parking Spaces (including 4 handicap spaces) Storage Requirements A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.		
53'-0" gap/trake in the middle of the building.		
53'-0" feet breezeway is provided		
Required 172 4 86		
Proposed 172 4 86		

revuelta
architecture
international

Miami
Atlanta
San Diego, Ohio

revuelta-architecture.com

2960 SW 27TH AVE, 4E
SUITE 110
MIAMI, FL 33135
T: 305.590.5000
F: 305.590.5040

DESIGN BY

Luis O. Revuelta
AR 0007972
PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, CITY OF FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
11774 SW 40th AVE, CO-OP HOUSE
BAY HARBOR ISLAND
FLORIDA
33154

Date

08/15/2013

Drawing

SP - CV

Check by

SP

Scale

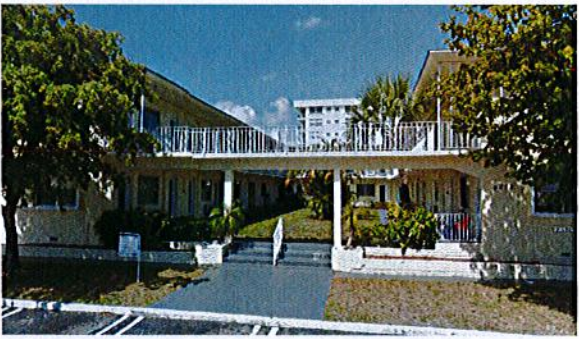
As Shown

Project No.

1216

A-001

MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



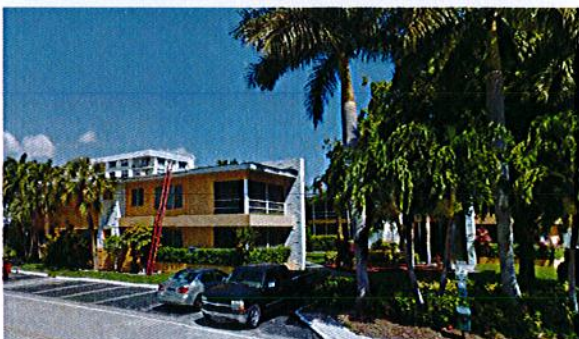
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
NOT TO SCALE

revuelta
architecture
international

Miami
Atlanta
Santiago, Chile

revuelta-architecture.com

2990 SW 27TH AVE, STE. E
SUITE 110
MIAMI, FL 33133
T: 305.590.5000
F: 305.590.5043

DESIGN BY

Luis Q. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3901 EAST BAY-HARBOR DR.
BAY HARBOR ISLAND, FL 33154

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 JADE CONDOUR
BAY HARBOR ISLAND, FL
33154

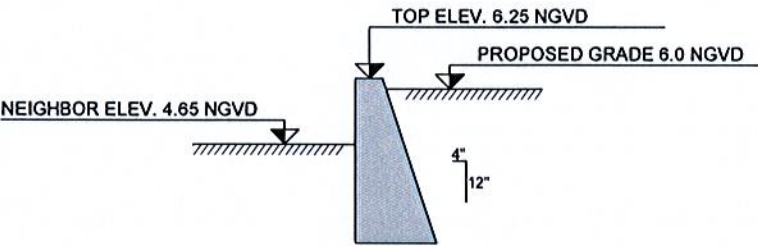
Date
08/15/2013
Drawing
SP - OV
Check by
BP
Scale
As Shown
Project No.
1216

A-002

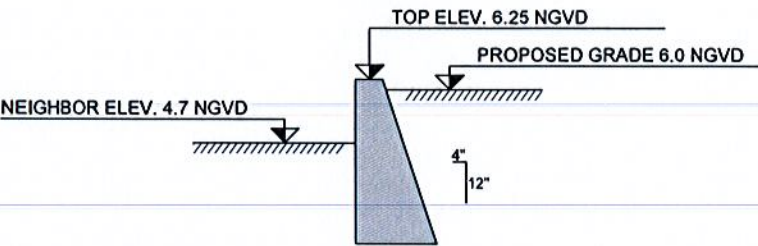
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File: G:\Projects\11716_ROYAL ISLAND HOUSE SITE PLAN REVIEW 2.dgn - By: admasd - Date: 8/15/2013

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File: C:\Projects\1216_ISLAND HOUSE SOUTH\1216_ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: albert - Date: 8/15/2013

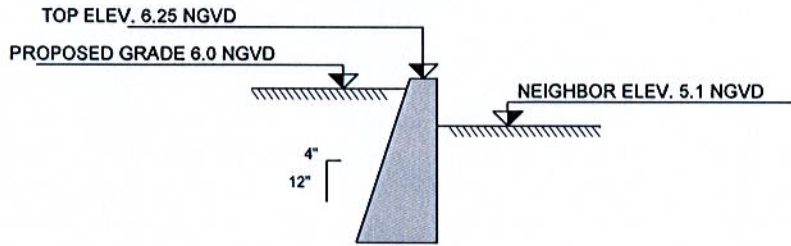
SECTION A-A



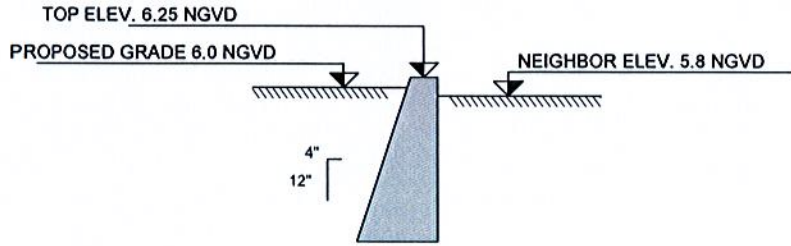
SECTION B-B



SECTION C-C



SECTION D-D



SECTIONS
GRAVITY WALL ALONG THE PERIMETER

1

NOT TO SCALE

NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
9801 EAST BAY HARBOUR
BAY HARBOUR ISLANDS, 33154 FLORIDA

OWNER
TAUBCO

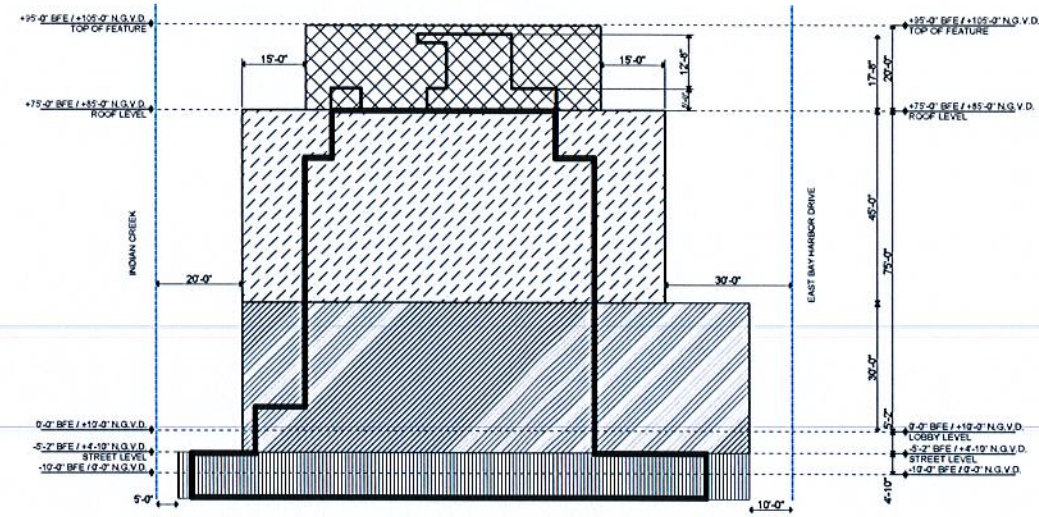
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KASE CONDOUR
BAY HARBOUR ISLANDS
FLORIDA
33154

Date
08/15/2013
Drawing
BP-CV
Check by
BP
Scale
As Shown
Project No.
1216

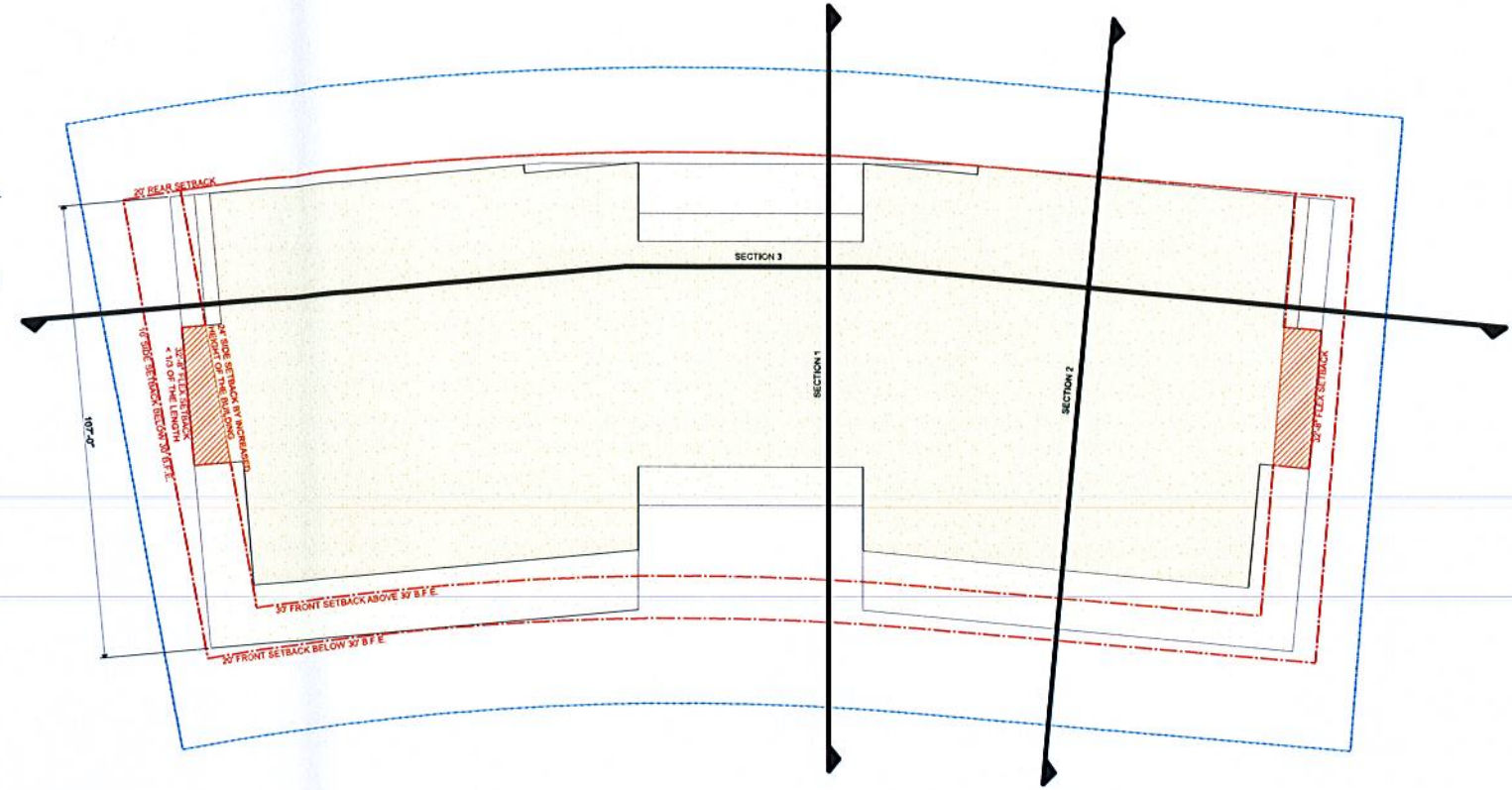
A-003



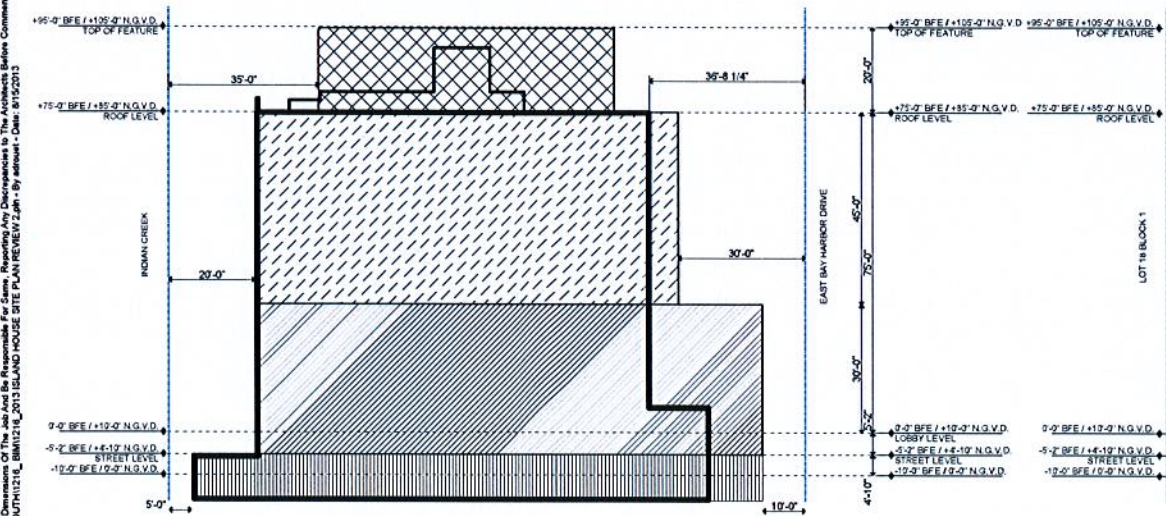
2 SECTION 1
SCALE: 1" = 20"

NOTES:

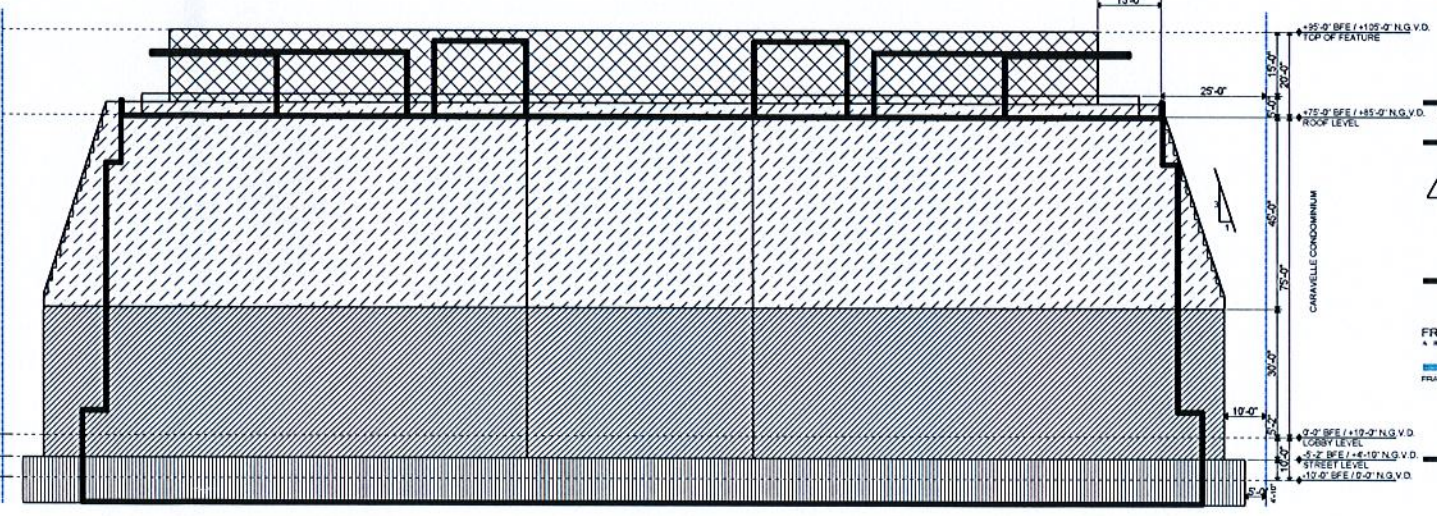
- ROOF DECK SETBACKS
- SETBACKS ABOVE 30'-0" h. B.F.E.
- SETBACKS BELOW 30'-0" h. B.F.E.
- PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4



1 SETBACKS SCHEME
SCALE: 1" = 20"

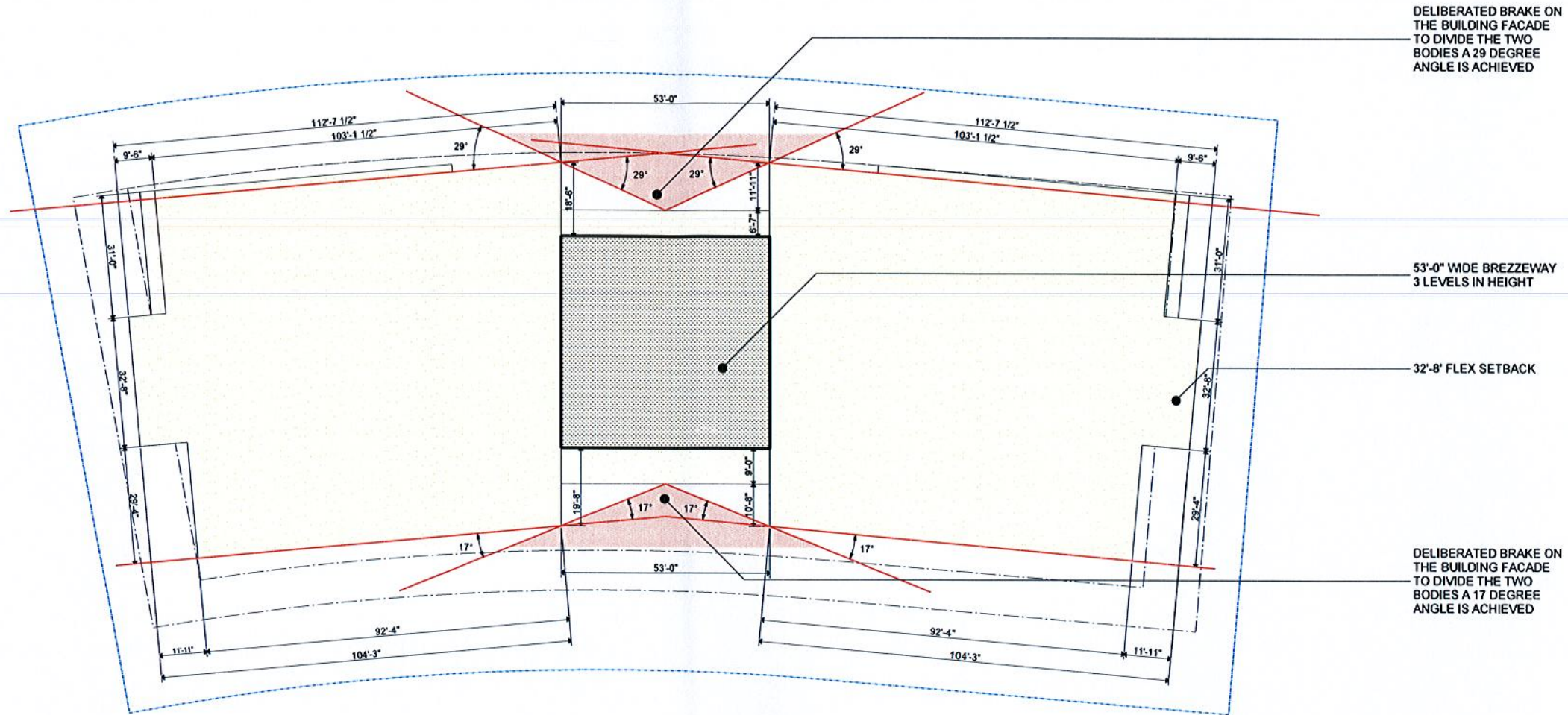


3 SECTION 2
SCALE: 1" = 20"



4 SECTION 3
SCALE: 1" = 20"

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_BM1216_1216 ISLAND HOUSE SITE PLAN REVIEW.dgn - By submit - Date: 8/15/2013



1 BUILDING ARTICULATION SCHEME

SCALE: 1/16" = 1'-0"

CODE REQUIREMENTS_
Building Length:
- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE
3301 EAST BAY HARBOR CIRCLE
BAY HARBOR BLVD, 33154, FLORIDA

OWNER
TAUBCO

SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KALE COFFROUSE
BAY HARBOR BLVD
FLORIDA
33154

Date
08/15/2013
Drawing
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BP
Scale
As Shown
Project No.
1216

A-005

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_1216 ISLAND HOUSE SITE PLAN REVIEW 2.dwg - By: daniel - Date: 8/15/2013



1

SITEPLAN - CONTEXT
NOT TO SCALE

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR BLVD, 33154 FLORIDA

OWNER
TAUBCO
T

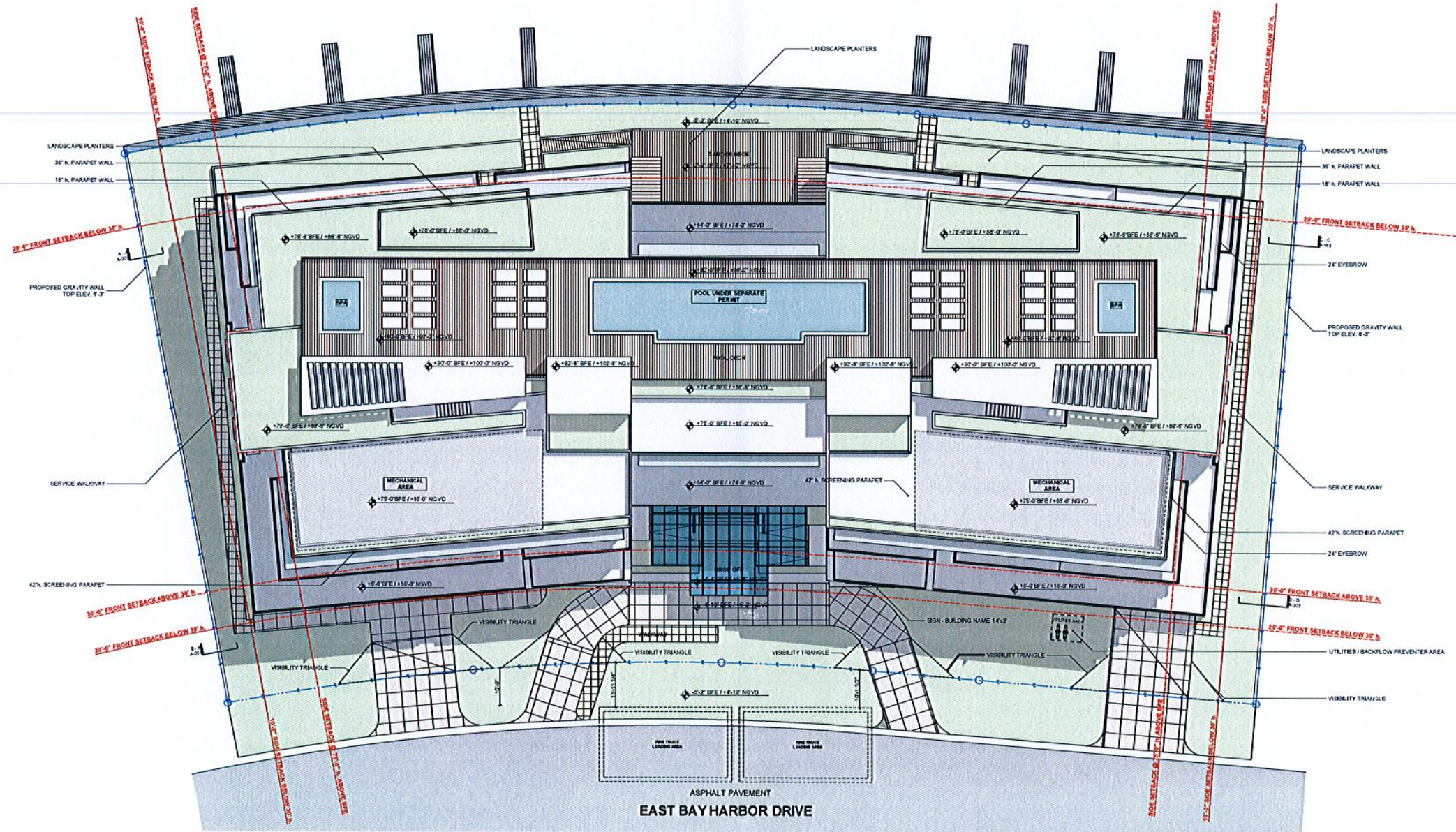
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONDOUR
BAY HARBOR BLVD
FLORIDA
33154

Date
08/15/2013
Drawing
BP-CV
Check by
BP
Scale
As Shown
Project No.
1216

A-006



ISLAND HOUSE
SITE PLAN

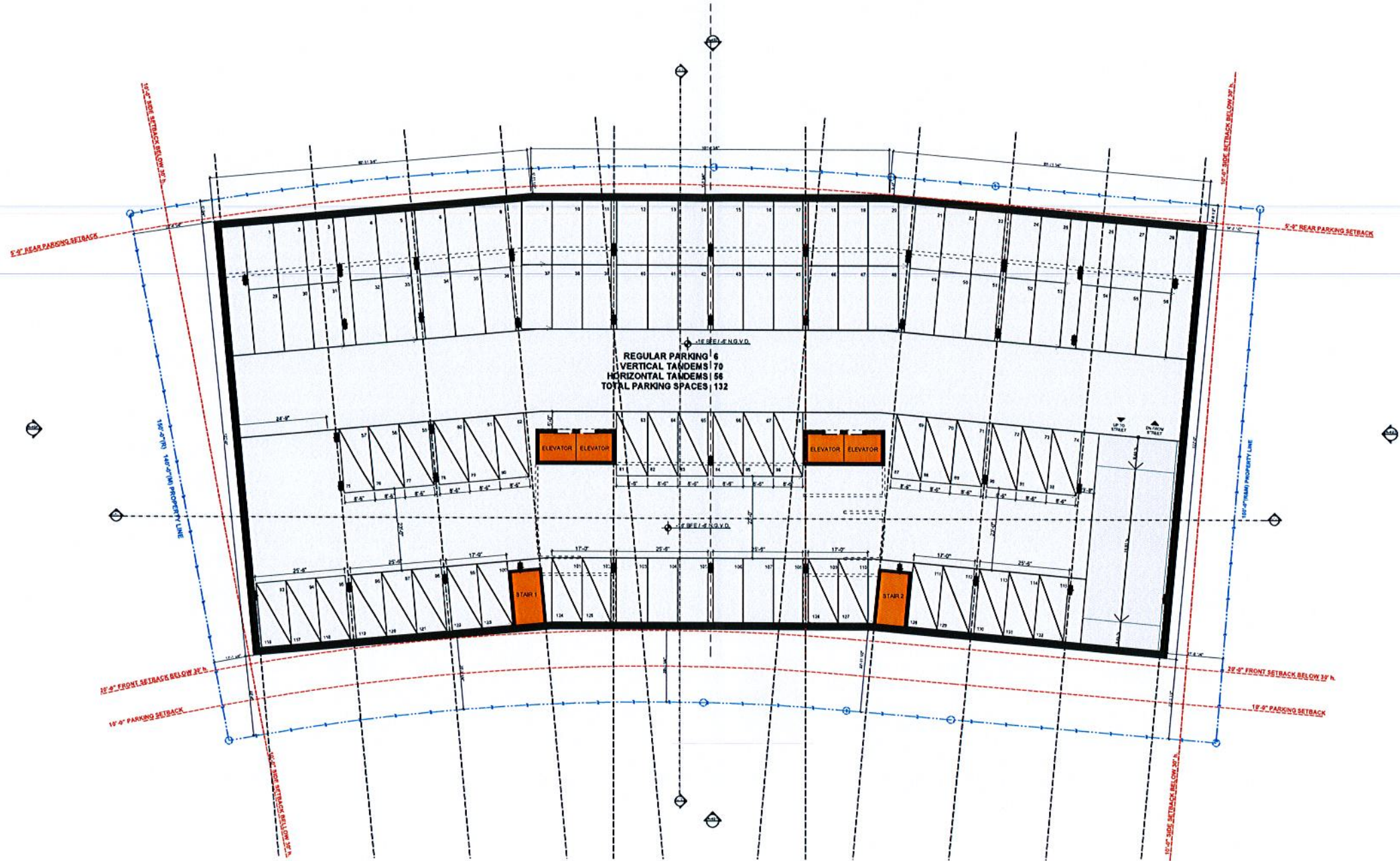
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1

SCALE: 1/16" = 1'-0"

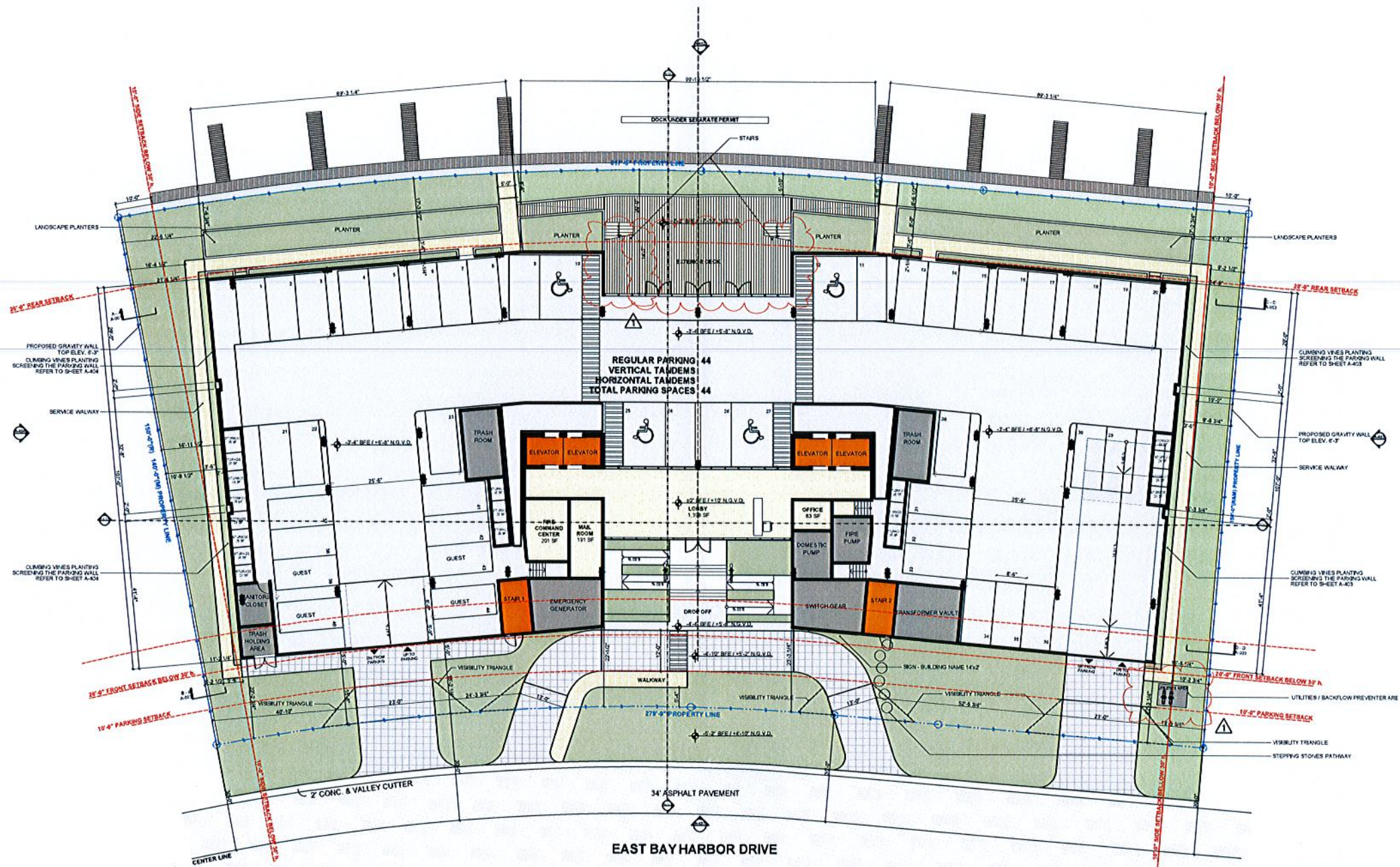
0 8' 16' 32'

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1

ISLAND HOUSE
PARKING LEVEL -1
SCALE: 1/16" = 1'-0"



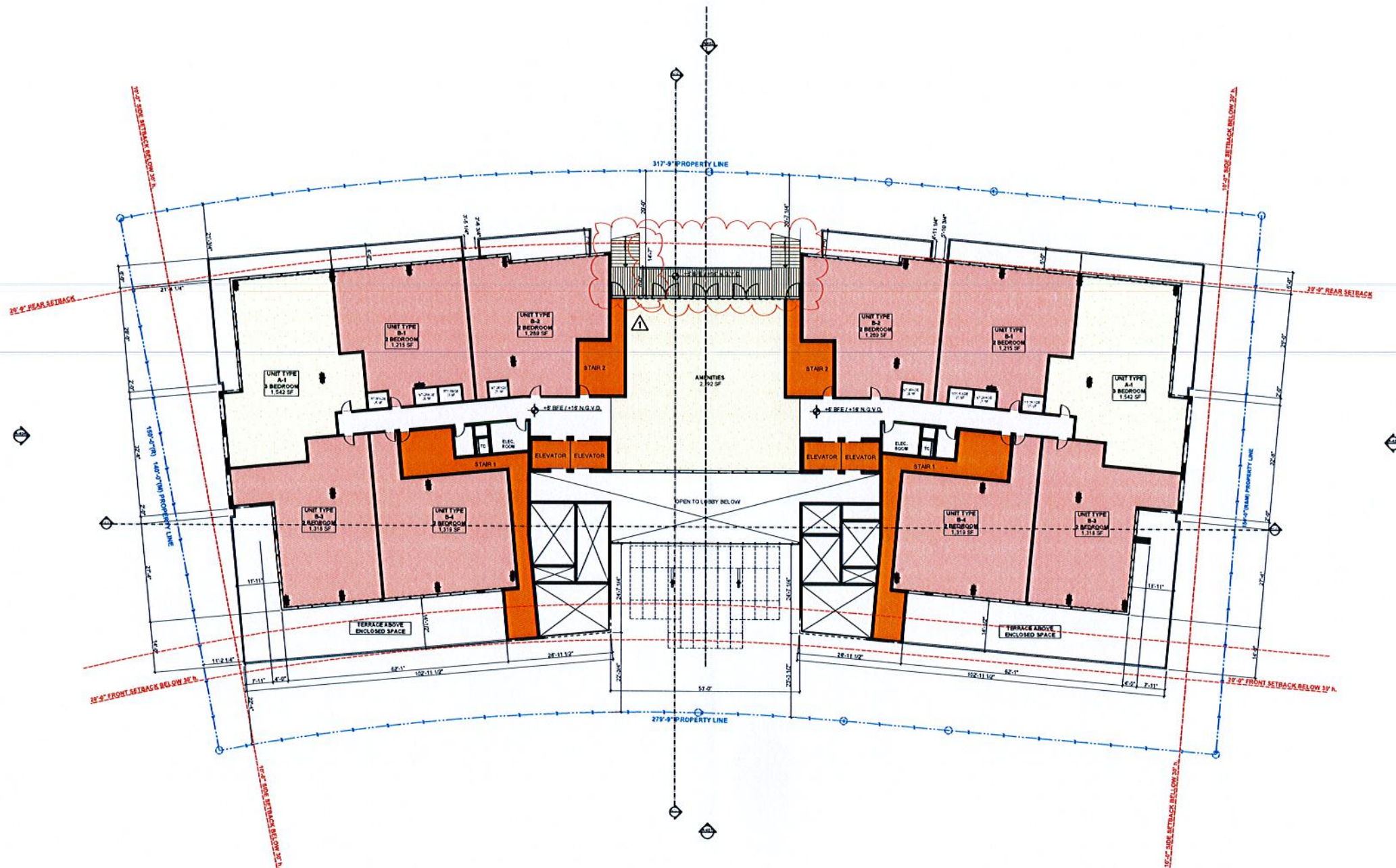
NOTE
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"



1

ISLAND HOUSE
FIRST LEVEL

SCALE: 1/16" = 1'-0"



1

ISLAND HOUSE
SECOND LEVEL

SCALE 1/16" = 1'-0"



1

ISLAND HOUSE
THIRD TO SIXTH LEVEL

SCALE: 1/16" = 1'-0"
NOTE
TERRACE AREA = 2,142 SF
LANDSCAPE PROVIDED = 342 SF > 15% OF TERRACE

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File: G:\Projects\1216_ROYAL ISLAND SOUTH\1216_ISLAND HOUSE SITE PLAN REVIEW 2.dgn - By: lreun - Date: 8/15/2013

ISLAND HOUSE

10001 EAST BAY HARBOR DR.
BAY HARBOR ISLAND, SE 15A, FLORIDA



SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONDOUR
BAY HARBOR ISLAND
FLORIDA
33154

Date
08/15/2013
Drawing
BP-CV
Check by
BP
Scale
As Shown
Project No.
1216

A-105



1

ISLAND HOUSE
SEVENTH LEVEL

SCALE: 1/16" = 1'-0"

ISLAND HOUSE

0801 EAST BAY HARBOUR DR.
BAY HARBOR BLVD. SE 15th FLORIDA



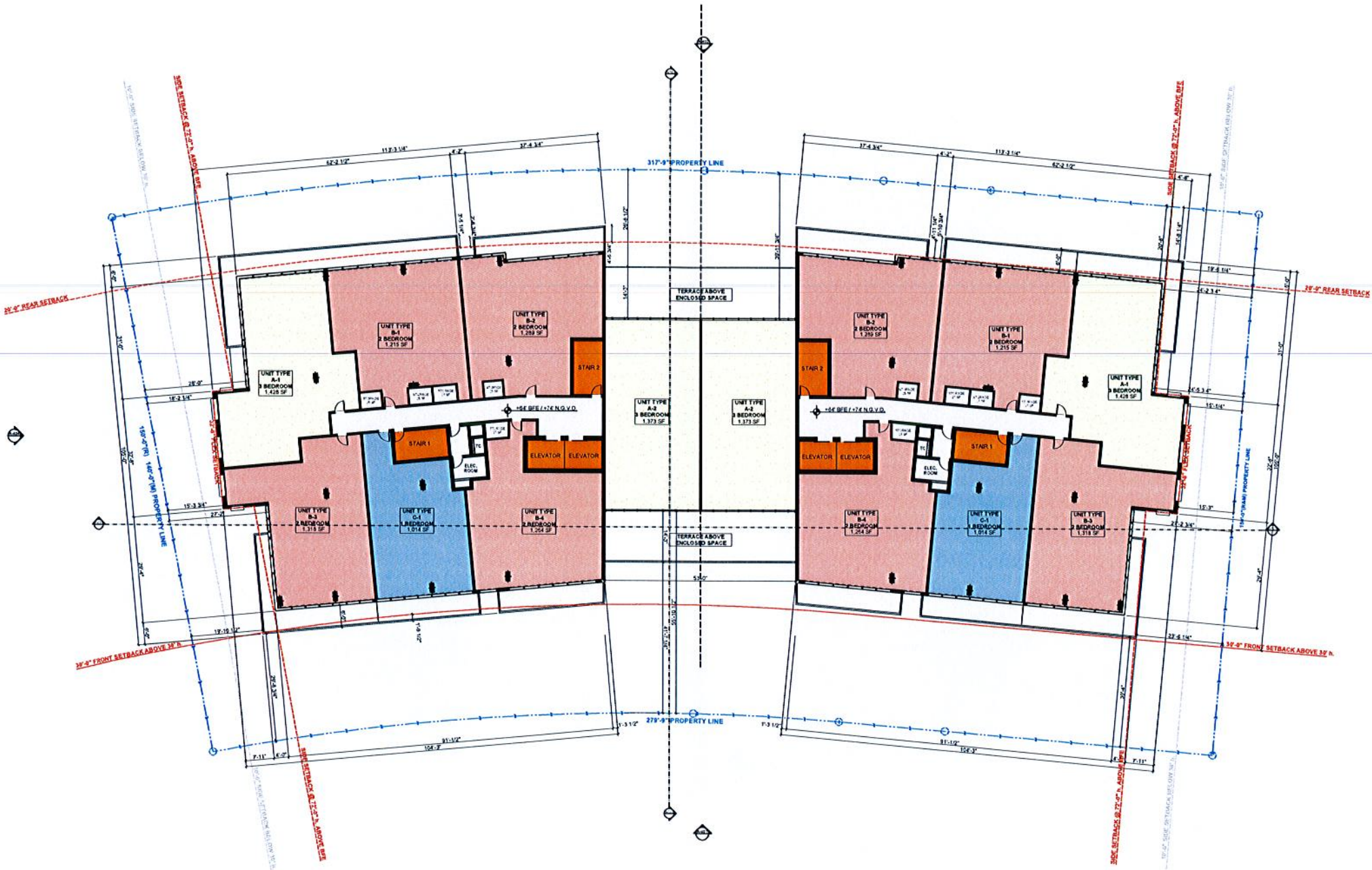
SCHEMATIC
DESIGN

Plumbing Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN ARCHITECTS
1177 KALE CONDOURIE
BAY HARBOR BLVD. SE
FLORIDA
33154

Date
08/15/2013
Drawing
BP - CIV
Check by
BP
Scale
As Shown
Project No.
1216

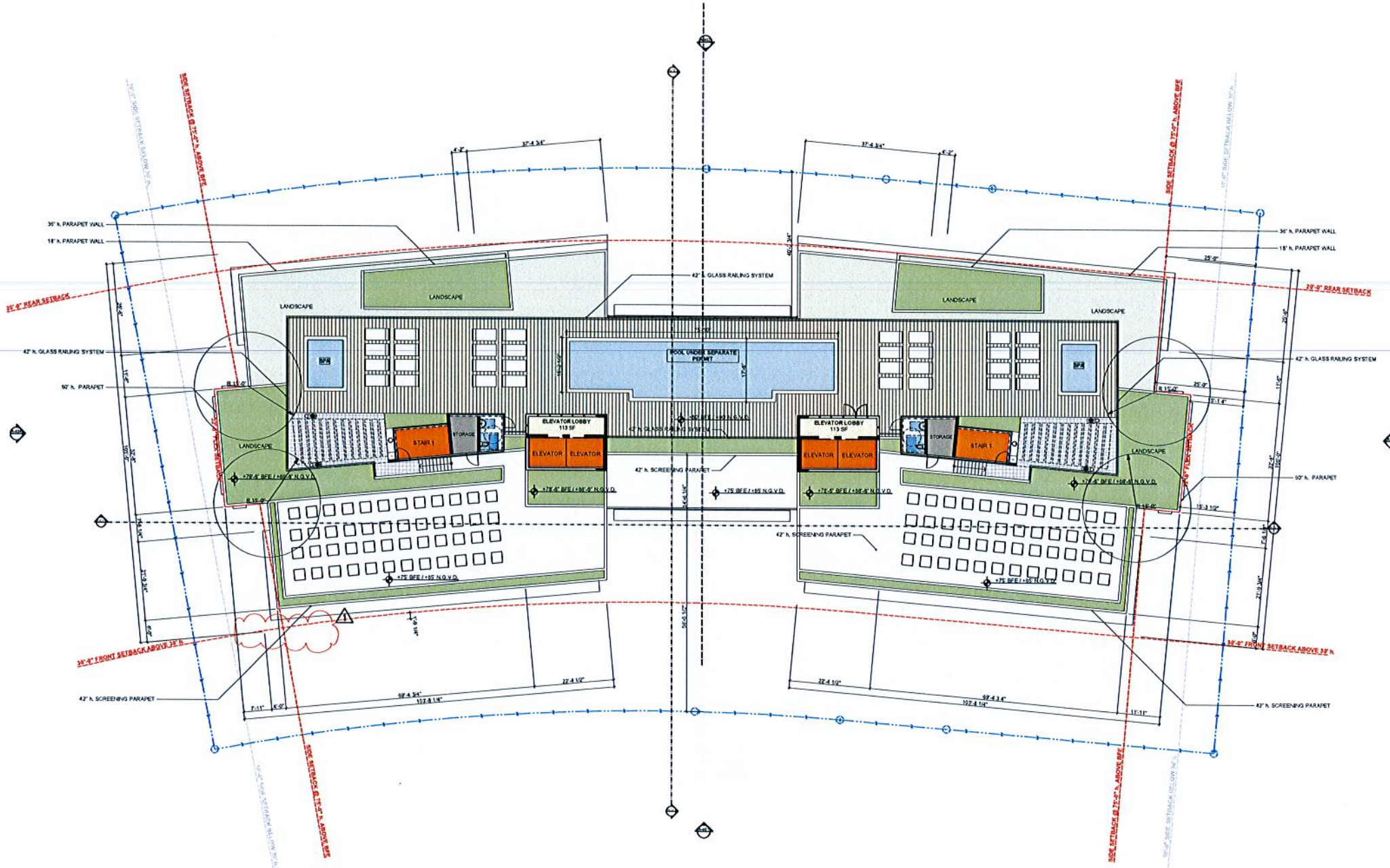
A-106



1

ISLAND HOUSE
EIGHTH LEVEL

SCALE 1/16" = 1'-0"

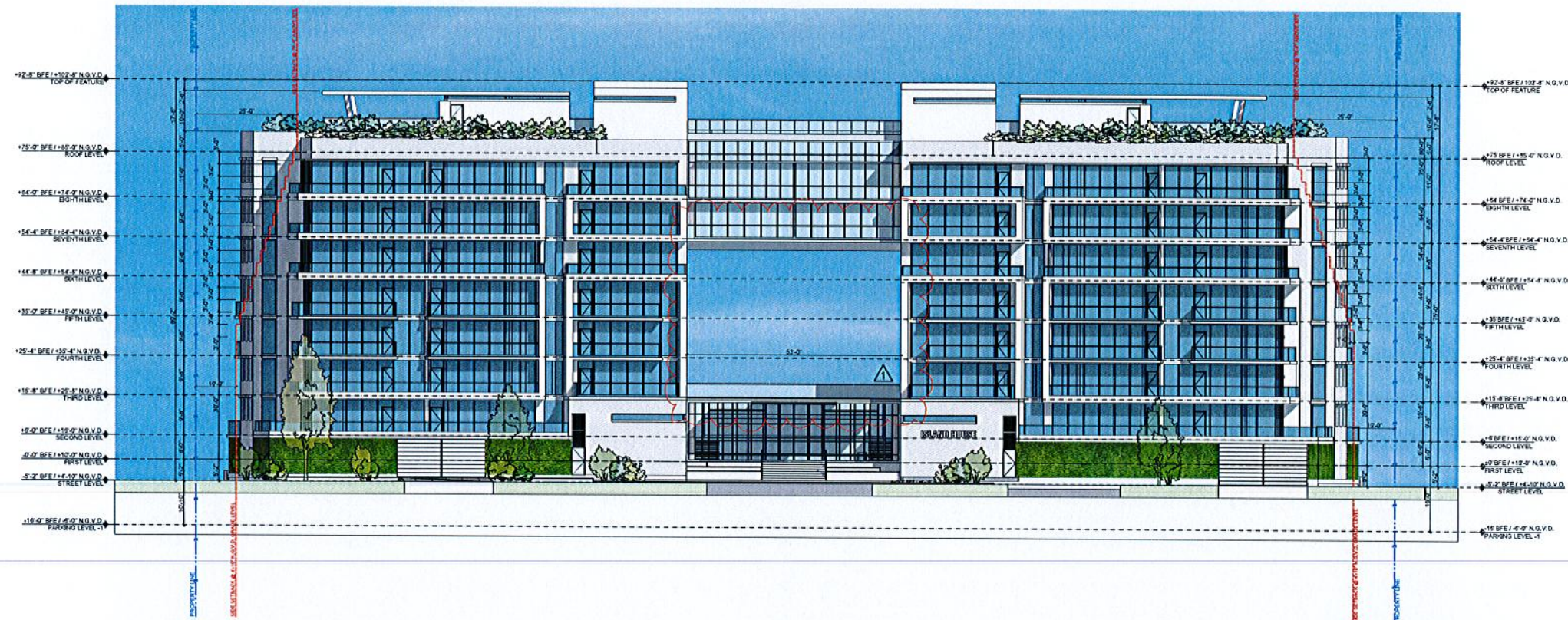


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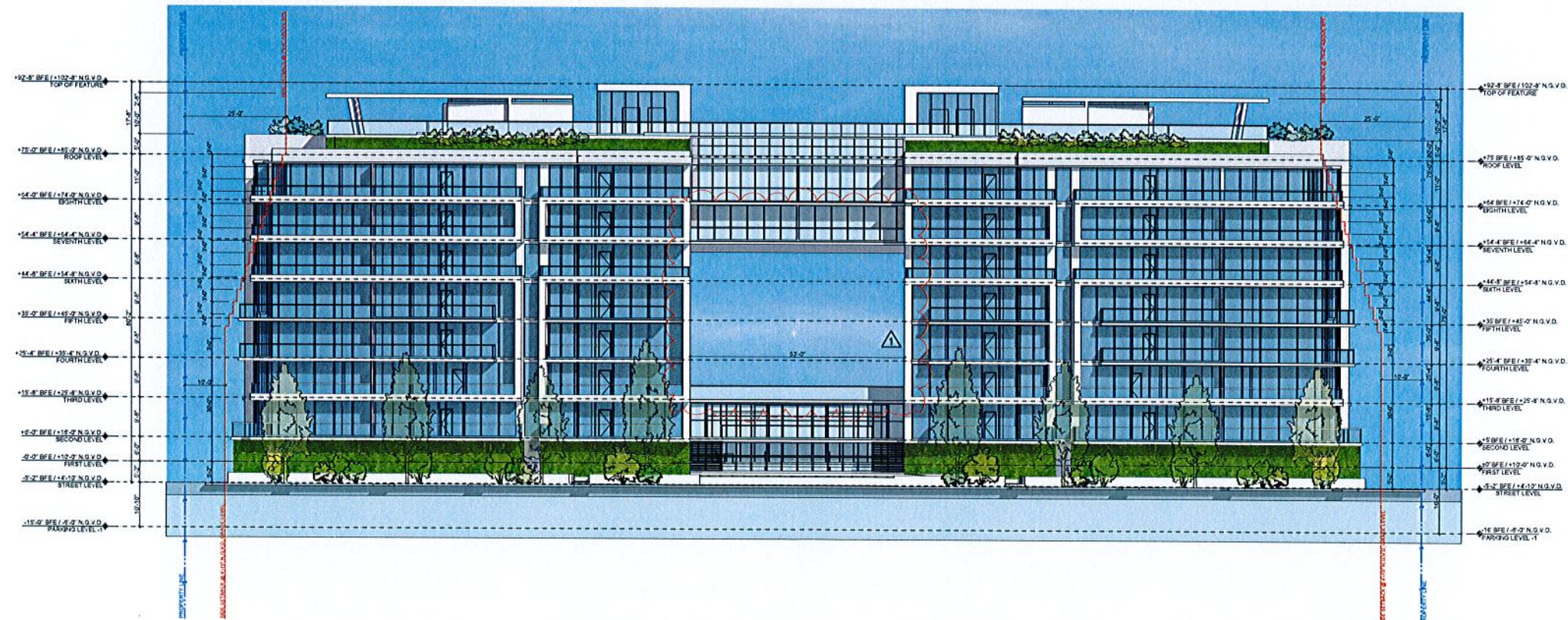
ISLAND HOUSE
ROOF LEVEL

SCALE: 1/16" = 1'-0"
ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

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1 WEST ELEVATION
SCALE 1/16" = 1'-0"



2 EAST ELEVATION
SCALE 1/16" = 1'-0"

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3301 EAST BAY HARBOR DRIVE
BAY HARBOR ISLAND, 33154, FLORIDA

OWNER
TAUBCO
T

SCHEMATIC
DESIGN

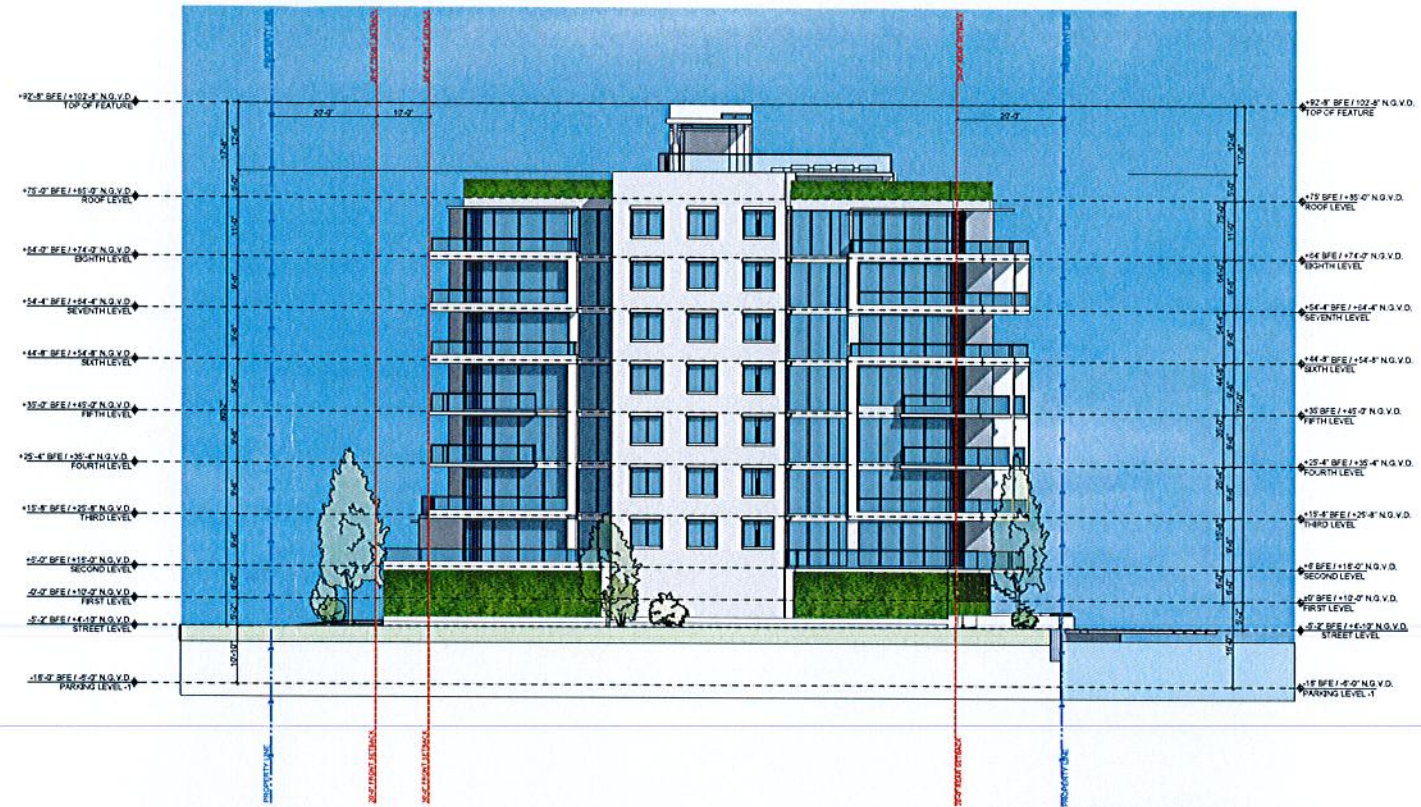
Permit Revisions
Site Plan Approval Revision
May 30th, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC
FRANKEL BENAYOUN AND ASSOCIATES
1177 MAE CONDOURSE
BAY HARBOR ISLAND
FLORIDA
33154

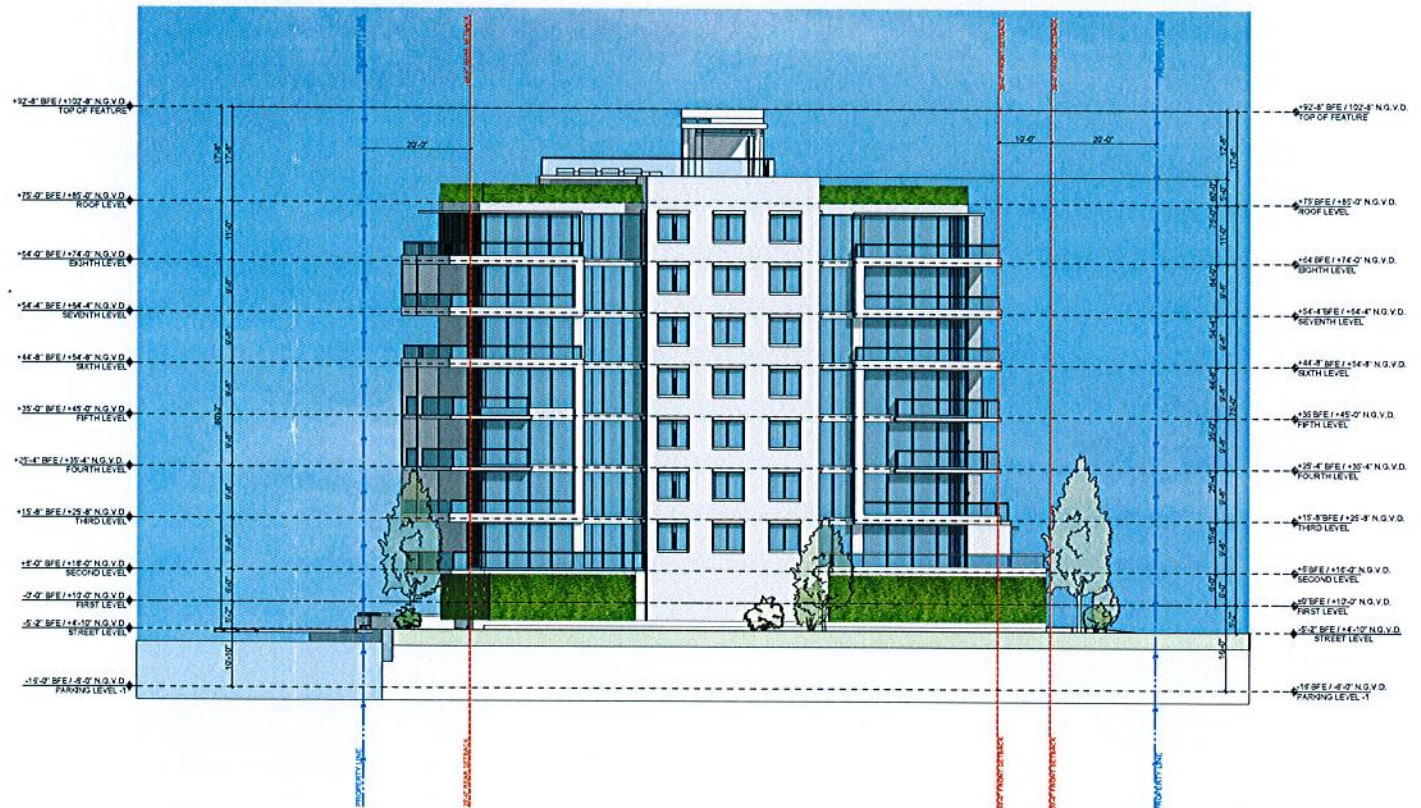
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BP - CV
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Scale
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Project No.
1216

A-401

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1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE 1/16" = 1'-0"

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DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

3801 EAST BAY HARBOUR DR.
BAY HARBOR ISLAND, 33154 FLORIDA

OWNER
TAUBCO
TR

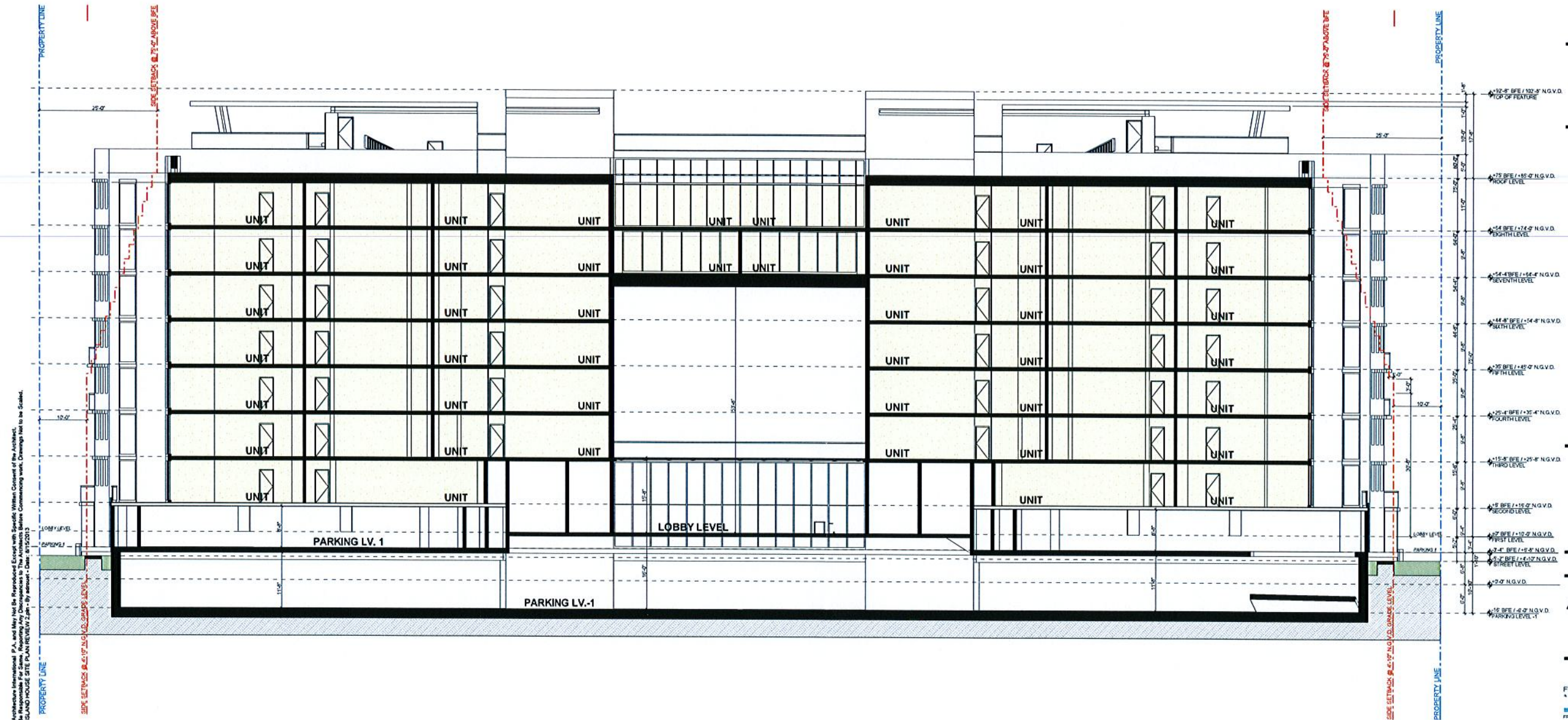
SCHEMATIC
DESIGN

Permit Revisions
Site Plan Approval Revision
May 30, 2013

CONSULTANT
ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONDOURGE
BAY HARBOR ISLAND
FLORIDA
33154

Date
08/15/2013
Drawing
BP - CIV
Check by
BP
Scale
As Shown
Project No.
1216

A-402



1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

ISLAND HOUSE

9201 EAST BAY HARBOUR DR.
BAY HARBOUR ISLANDS, 33154, FLORIDA

OWNER



SCHEMATIC
DESIGN

Permit Revisions

 Site Plan Approval Revision
May 30th, 2013

CONSULTANT

ARCHITECT
FRANKEL BENAYOUN
ARCHITECTS INC.

FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR BLVD
FLORIDA
33154

Date _____

08/15/2013

Drawing

BP-CV
Check by

BP

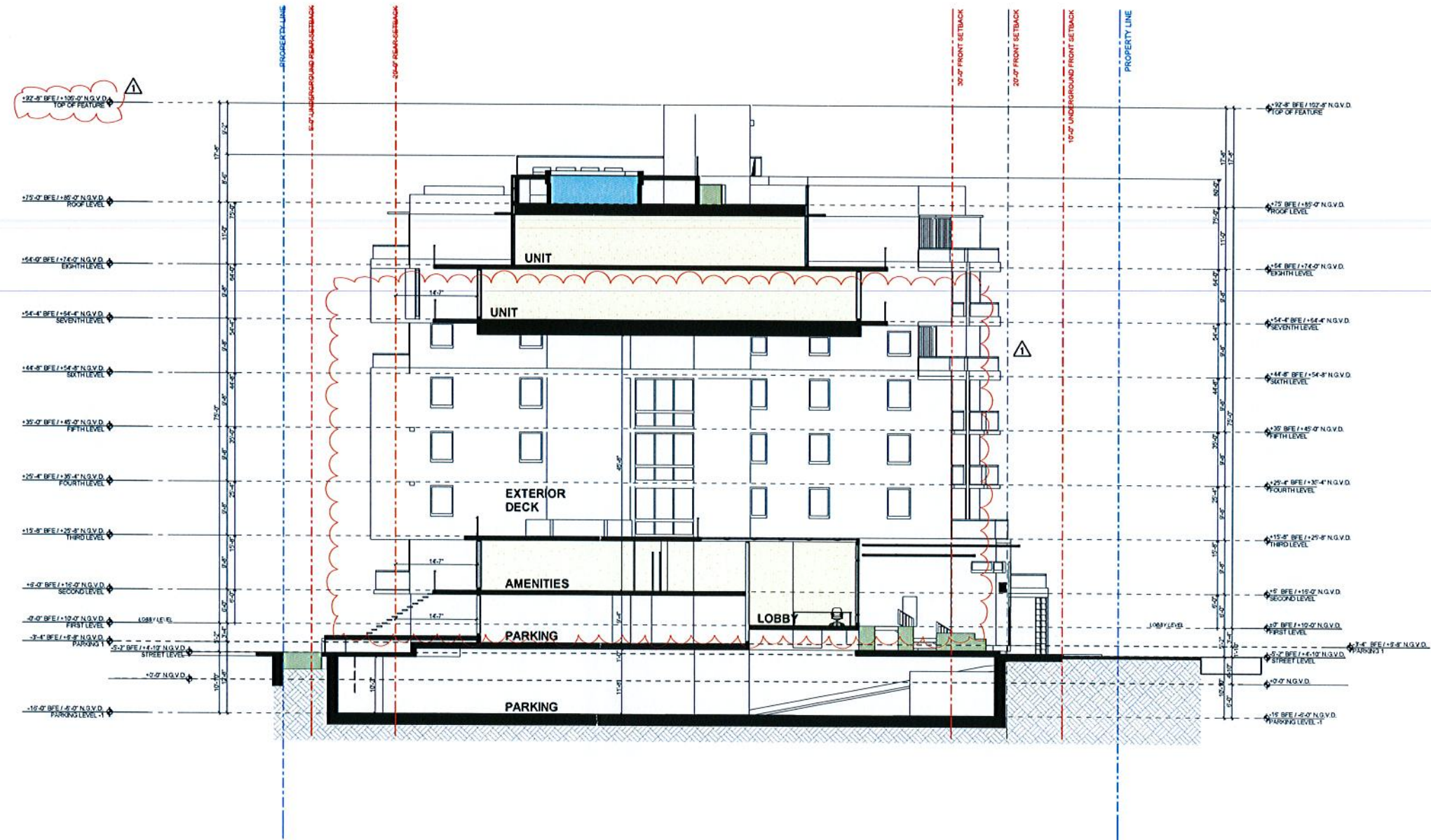
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As Shown

Project No.
4248

1216

A-502



1 N-S SECTION
SCALE: 3/32" = 1'-0"







AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a public Transfer of Development Rights (TDR) transaction for either thirteen (13) or twenty (20) dwelling units from the Town to Island Club Towers, LLC (9161 & 9201 East Bay Harbor Drive). The number of TDRs requested depends on the Council action on the previous agenda item. Enclosed find a copy of the application, contract, site plans, and supporting documents.

DESCRIPTION:

The applicant seeks approval of a public TDR transaction for either thirteen (13) or twenty (20) dwelling units from the Town pool. The applicant (Island House aka Island House Towers) received site plan approval by the Planning & Zoning Board for the Island House Project on July 26, 2013. The number of units being requested depends on the Council's action for the previous item on this agenda.

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

Number of units (if previous 7 are approved): 13

Number of units (if previous 7 are not approved): 20

Price per unit: \$70,000

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

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

If approved, the Town could potentially receive the following funds:

- (1) a total of \$910,000 for the sale of thirteen (13) TDR units, or
- (2) a total of \$1,400,000 for the sale of twenty (20) TDR units.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	Islands House - TDR App-.pdf
----	-----------------	------------------------------

2.	Staff Report - MM	BHI Town TDR Report Sep 30 2016.pdf
3.	Code - staff report	Code - Staff report 9551 EBHD.pdf
4.	Island House site plans	Island House - site plans 9161-9201ebhd.pdf



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

VIA EMAIL & HAND-DELIVERY

September 26, 2016

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

Re: Public TDR Application for Island House Development Located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands

Dear Mr. Wasson:

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

The Project. On July 16, 2013, the Planning and Zoning Board (PZB) approved the Owner's site plan for a multifamily residential project, entitled "Island House" ("Project"). See Exhibit A - PZB Resolution No. 1170-A. The Project approval expires on October 4, 2016, which is the date by which the Owner must submit the final working drawings. See Exhibit B. Notably, the Owner submitted the final working drawings for the Project on February 12, 2016 and is working on the comments from the reviewers. See Building Permit BP2016-34 ("Island House Building Permit").

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

mechanical lifts, as well as standard parking spaces. The Project will provide the required number of parking spaces. The height of the building is 75 feet (above BFE) consistent with the RM-1 District regulations. For the Island House Building Permit, the Owner combined some units together and reduced the total unit count to 82.

The proposed building will have an expansive breezeway through the middle and the portions of the building in line with the breezeway at ground level and floors 7 and 8 are extensively fenestrated to create the appearance of two separate buildings and appropriately reduce the massing of building. Further, all elevations have been designed to be in harmony with the developments in the surrounding area. As required by the PZB, the Owner already made the necessary modifications to the Project as specified in the conditions of approval in the PZB Resolution.

TDRs. The proposed density of the Project is greater than the allowable maximum density for the RM-1 District, which at just over 1 acre allows for 35 units. As a result, the Project originally required 51 TDRs, but based on the reduction in units, the Project requires 47 TDRs. The Owner previously obtained approval of 27 private TDRs, which is over 57% of the required amount. See Composite Exhibit C. The subject application is for the remaining 20 TDRs.

We note that the Owner has also filed an application for 7 private TDRs from Royale Club Towers, a.k.a. Royal House, located at 9431, 9461 & 9461 East Bay Harbor Drive and anticipate it being heard at the October 17, 2016 Town Council agenda. See Exhibit D. If the Town Council determines that the private transfer from Royale Club Towers to Island Club Towers may occur, then we respectfully reserve the right to reduce the request for Town TDRs from 20 to 13 units. In that circumstance, the Owner will have obtained 34 private TDRs out of 47 required for the Project, which is 72%.

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

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

Ronald J. Wasson, Town Manager
September 26, 2016
Page 3

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

Very truly yours,



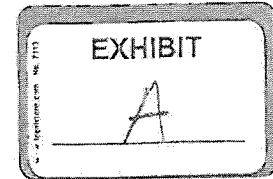
Matthew Amster

Attachments

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

RESOLUTION NO. 1170-A

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



WHEREAS, on December 11, 2012, Island Club Towers, LLC ("Applicant"), filed an initial application and, thereafter, filed revised Site Development Plans on April 26, 2013, May 15, 2013, and May 30, 2013, for Site Plan approval for a 87-unit condominium building, with two (2) levels of parking including subterranean parking, and seven (7) stories of habitable units on top of the parking (the "ISLAND HOUSE") located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

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

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

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

NOW THEREFORE, be it resolved that:

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

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

3. Applicant shall further articulate (break up) the balconies on the West Elevation (referred to as the West Elevation on Page A-401 of the Site Plan) similar to the balconies on the East Elevation (referred to as the East Elevation on Page A-401 of the Site Plan).
4. Applicant shall eliminate both units referred to as A-2 on the sixth (6th) level on page A-105 of the Site Plan (located above the breezeway). Applicant may, however, convert the Penthouse Unit on the eighth (8th) level (referred to as PH Unit on the Page A-106 of the Site Plan) into two (2) units.
5. Applicant shall move the back flow preventer to the side of the building.
6. Applicant shall add fenestration to the units facing the breezeway.

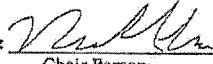
H. The Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. The Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Town's Code of Ordinances or other valid extension as prescribed by Florida law.

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

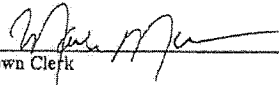
6. Effective Date. This Resolution shall become effective immediately upon its adoption, unless a timely appeal is filed with the Town Council.

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

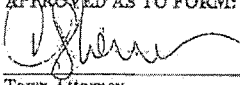
PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

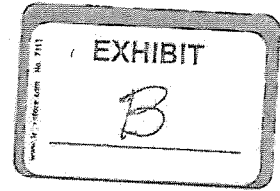
By: 
Chair Person

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Town Attorney



September 19, 2014

Town Council

Robert L. Yonke
Mayor

Jordan W. Leonard
Vice-Mayor

Stephen A. Brubaker
Council Member

Joshua D. Foster
Council Member

Kelly Reid
Council Member

Se'ange M. Rouse's
Council Member

Isaac Soler
Council Member

Town Officials

Reynold J. Wasson
Town Manager

Theresa A. L. L. L.
Town Clerk

Craig B. Sherman
Town Attorney

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

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

Dear Mr. Amster:

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

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

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

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

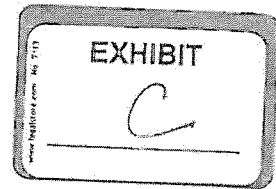
Sincerely,

Ayahidys Martinez
Ayahidys Martinez, CEP
Building and Zoning Supervisor

AM/am

RAY OF JOSEPH J. GARDNER GOVERNMENT CENTER

RESOLUTION NO. 2024



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

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

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

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

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

NOW THEREFORE, be it resolved that:

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

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

PASSED this 11th day of August, 2014.

TOWN OF BAY HARBOR ISLANDS

BY: 

MAYOR

ATTEST:


TOWN CLERK

RESOLUTION NO. 2029

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

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

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

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

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

NOW THEREFORE, be it resolved that:

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

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

PASSED this 8th day of September, 2014.

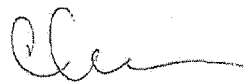
TOWN OF BAY HARBOR ISLANDS

By: 
MAYOR

ATTEST:


TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


TOWN ATTORNEY

RESOLUTION NO. 2068

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

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

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

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

WHEREAS, the Town conducted a public meeting in accordance with law on September 16, 2015 and approved the transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

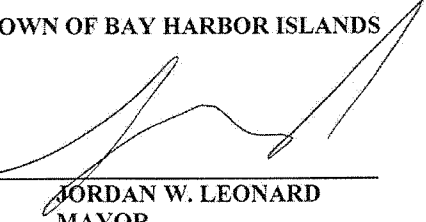
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of five (5) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of five (5) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 16th day of September, 2015.

TOWN OF BAY HARBOR ISLANDS

By: 

JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 2073

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF FOUR (4) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM HABITAT 175 CONDOMINIUM, INC. FOR ITS PROPERTY LOCATED AT 1175 101ST STREET, BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Habitat 175 Condominium, Inc. ("Donor") for its property located at 1175 101st Street, Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on October 13, 2015 and approved the transfer on four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

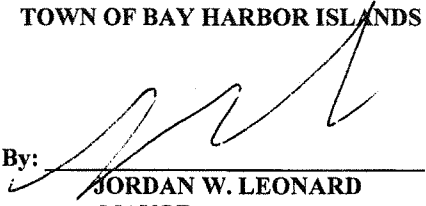
NOW THEREFORE, be it resolved that:

1. The Application for a transfer of four (4) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.

2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of four (4) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 13th day of October, 2015.

TOWN OF BAY HARBOR ISLANDS

By: 

JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF TWO (2) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM BAY HARBOR HOLDINGS, LLC., FOR ITS PROPERTY LOCATED AT 10201-10231 E. BAY HARBOR DR. BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from Bay Harbor Holdings, LLC. ("Donor") for its property located at 10201-10231 E. Bay Harbor Dr., Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

WHEREAS, the Town conducted a public meeting in accordance with law on February 8, 2016 and approved the transfer on two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of two (2) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed acceptable to the Town Attorney in the Miami-Dade public records memorializing the transfer of two (2) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of February, 2016.

TOWN OF BAY HARBOR ISLANDS

By:

JORDAN W. LEONARD
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY

RESOLUTION NO. 2081

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF SIX (6) DEVELOPMENT RIGHTS TO ISLAND CLUB TOWERS, LLC FOR ITS PROPERTY LOCATED AT 9201 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA (RECEIVING SITE) FROM T C P C CORPORATION., FOR ITS PROPERTY LOCATED AT 10001 E. BAY HARBOR DR. BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

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

WHEREAS, an application for Transfer of Development Rights ("TDRs") was filed by Island Club Towers, LLC ("Applicant") for its property located at 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida ("Receiving Site") from T C P C Corporation ("Donor") for its property located at 10001 E. Bay Harbor Dr., Bay Harbor Islands, Florida ("Donor Site")(the "Application"); and

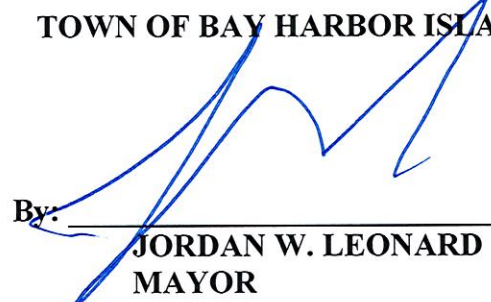
WHEREAS, the Town conducted a public meeting in accordance with law on February 8, 2016 and approved the transfer on six (6) dwelling units from the Donor Site to the Receiving Site for the Island House Project.

NOW THEREFORE, be it resolved that:

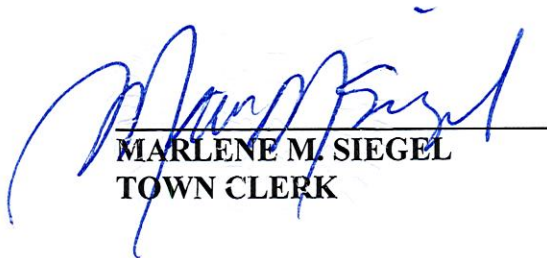
1. The Application for a transfer of six (6) dwelling units from the Donor Site to the Receiving Site for the Island House Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.
3. The Applicant and Donor shall record a warranty deed acceptable to the Town Attorney in the Miami-Dade public records memorializing the transfer of six (6) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 8th day of February, 2016.

TOWN OF BAY HARBOR ISLANDS

By: 
JORDAN W. LEONARD
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

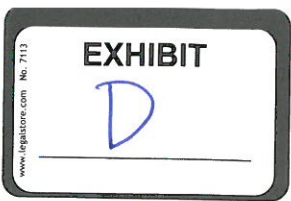

FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY



BERCOW RADELL & FERNANDEZ

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: (305) 377-6220
E-MAIL: jbercow@brzoninglaw.com



VIA EMAIL & HAND-DELIVERY

September 26, 2016

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

Re: Discussion Item for Town Council Meeting on October 17, 2016 - Private TDR Application between Royale Club Towers, LLC (9431, 9461 & 9481 East Bay Harbor Drive) and Island Club Towers, LLC 9161 & 9201 East Bay Harbor Drive

Dear Ron:

We represent Royale Club Towers, LLC (RCT) and Island Club Towers, LLC (ICT), the owners of the properties located at 9431, 9461 & 9481 East Bay Harbor Drive ("RCT Property") and 9161 & 9201 East Bay Harbor Drive ("ICT Property"), respectively. We request that you place a discussion item on the October 17, 2016 Town Council agenda to discuss a private transfer of development rights (TDR) application from the RCT Property to the ICT Property. The ICT Property has a valid site plan approval known as Island House and the project requires TDRs. See Planning and Zoning Resolution No. 1170-A. ICT is presently processing the final working plans for the Island House project.

We will provide further background documents to you next week. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6220.

Very truly yours,

Jeffrey Bercow

cc: Marlene Siegel, Town Clerk (email only)
Frank Simone, Town Attorney (email only)
Irwin Tauber (email only)
Laura Tauber (email only)
Matthew Amster, Esq. (email only)



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

(For official use only)

DATE RECEIVED: _____ TDR UNIT COST: \$ _____
TDR UNITS REQUESTED _____ PROJECT TOTAL UNITS _____
APPROVAL DATE: _____ APPROVED BY: _____

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

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

RECEIVER SITE INFORMATION

Owner's Name Irwin Tauber, Manager of Island Club Towers, LLC		
Phone (305) 861-8181	e-mail itauber@tauberco.com	Fax (305) 868-8811
Address 9551 East Bay Harbor Drive		
City and State Bay Harbor Island, FL		Zip Code 33154
Property Address/Location 9161 & 9201 East Bay Harbor Drive		
Legal Description: LOT(S)19,20,21 & 22BLOCK 1		
Folio Number 13-2227-001-0170 & 13-2227-064-0010		Current Zoning RM-1
Property size 1 acre (1.03)		Purchase date 11/01/2001
Existing use of the property Vacant (previously 37 residential units)		
Describe Existing Structure on Property Vacant (previously four 2-story buildings)		
Dwelling units to be received 20		
Total Dwelling units including TDR 82		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval 07/16/2013
If Not, then attach preliminary site plan.

ARE TDRs BEING REQUESTED FROM THE TOWN? Yes ☒ No ☐

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

(Only fill this portion out if purchasing TDRs from the Town and if the amount set by the Town is not accepted by you.)

Name:		
Phone ()	e-mail	Fax ()
Address		
City and State		Zip Code
Date of Appraisal / /	Appraisal Value of TDR unit \$	
Proposed TDR Unit Value \$		

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

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

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of September, 2016,
by Irwin Tauber on behalf of
Island Club Towers, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:



JOANNA SMITH
MY COMMISSION # GG 023562
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

Joanna Smith
Notary Public, State of Florida

Print Name: Danna Smith

DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

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 23 day of September, 2016 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and Island Club Towers, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase 20 transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as Island House to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 1170-A (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

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

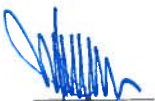
NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, 20 TDRs.

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$70,000, per TDR -- for a total purchase price of \$1,400,000 (the "Purchase


Buyer

Price”) for the TDRs at “Closing” (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.

(b) Buyer shall deliver to Sherman & Sherman, P.A. (the “Escrow Agent”), within three (3) business days after the Effective Date, a “Deposit” in the amount equal to 40% of the Purchase Price to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

4. Fees, Costs, Expenses, Credits and Prorations. The Parties agree that:

(a) Seller shall pay all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement.

(b) Buyer shall pay: (i) all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Buyer in connection with the transaction contemplated by this Agreement; and (ii) the cost of all documentary stamp tax, surtaxes and other governmental impositions due on the “Deed” (as hereinafter defined), including the cost to record the Deed.

5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their “AS-IS, WHERE-IS” condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

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

(a) Seller shall convey to Buyer good and marketable fee simple title to the TDRs free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances.

(b) Seller has the full right, power, and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Upon approval of this Agreement, by the Town Council, Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this

Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

(c) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Seller of (A) any agreement, document or instrument to which Seller is a party or by which Seller or the TDRs is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Seller or the TDRs; or (ii) result in the violation of any law, rule, regulation, ordinance, code or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Seller or the TDRs.

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

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

(a) Buyer is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Buyer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Buyer does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Buyer is duly authorized to execute and bind Buyer to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Buyer.

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; or (ii) result in the violation of


Buyer

any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

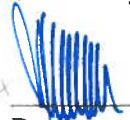
(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

All of the representations, warranties, covenants, agreements and statements of Buyer set forth in this Section shall be true and correct at all times from the Effective Date through and including the Closing Date and shall survive Closing.

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees upon execution of the Addendum to: a) pay the Town 5% of the Purchase Price each month until the Closing as a Closing Date Extension Fee; and b) pay the balance of the Purchase Price into escrow. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or before the expiration of the Closing Date Extension (if applicable), Buyer


Buyer

shall be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

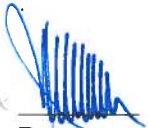
11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Buyer and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within fourteen (14) days of the date of the notice of such default.

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

12. Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Buyer shall be sent to Island Club Towers, LLC Attn: Irwin Tauber Phone No. 305-861-8181, email address itauber@taubco.com; together with a copy to email address: mamster@brzoninglaw.com.


Buyer

Notices to Seller shall be sent to 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Attn: Ronald Wasson, Phone No. (305) 866-6241, email address rwasson@bayharborislands.net with a copy to craig@shermanslaw.com

Notices to Escrow Agent shall be sent to Sherman & Sherman, P.A., 2000 Glades Road, Suite 204, Boca Raton, Florida 33431 Attn: Craig B. Sherman, Esq., Phone No. (561) 300-5888, email address craig@shermanslaw.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

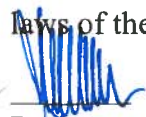
The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

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

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

15. Miscellaneous.

(a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out


Buyer

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

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

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

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

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

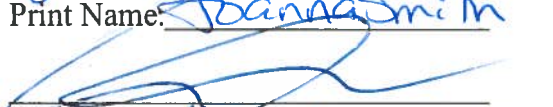
(f) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's approval shall not be withheld for an assignment to a successor-in-interest to the Property for which the TDRs attach. This Section shall survive Closing.

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

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

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

Signed, sealed and delivered
in the present of:


Print Name: Dana Smith

Print Name: Alexander Tauber

BUYER:

By: _____
Sign Name
IRWIN TAUBER
Print Name

SELLER:

TOWN OF BAY HARBOR ISLANDS

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____


Buyer

EXHIBIT "A"

The Legal Description of the Property

Parcel 1:

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

Parcel 2:

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

AFFIDAVIT OF ALEXANDER TAUBER

BEFORE ME, the undersigned authority personally appeared, Markus Frankel, the undersigned person (hereinafter referred to as "Affiant"), who, after being first duly sworn and depose says:

1. My name is Alexander Tauber.
2. I am over the age of twenty-one years old.
3. I have been retained by Island Club Towers, LLC (the "Owner"), the owner of the property located at 9161 & 9201 East Bay Harbor Drive, Bay Harbor Islands, Florida (the "Property"), to assist the Owner with finding and purchasing private Transfer of Development Rights (TDRs) from other property owners in Bay Harbor Islands, Florida for the Bay Harbor Gardens project.
4. On behalf of the Owner, since May 2014 through to the present – a period of over 2 years and 5 months – I have made substantial efforts to purchase TDRs from many other Town property owners.
5. The following table summarizes these substantial efforts, which include actions such as due diligence research, telephone calls, emails, face-to-face meetings and negotiations, drafting of and revising contracts for TDRs.
6. In six (6) cases, I helped finalize contracts for a total of 27 TDRs that were approved by the Town Council – 8 from Trio Commons Community Association, Inc., 2 from 9300 West Bay Harbor Drive Condominium, Inc., 5 from 9201 West Bay Harbor, LLC, 4 from Habitat 1175 Condominium, Inc., 2 from Bay Harbor Holdings, LLC and 6 from TCPC Corporation – and submitted them to the Town for approval.

[SIGNATURE PAGE TO FOLLOW]



Dated as of the 26 day of September, 2016, in Miami-Dade County, Florida.

By: 

Alexander Tauber

Witnesses:



Print Name: Matthew Amster

I. Grinevich

Print Name: Irina Grinevich

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 26 day of September, 2016 by Alexander Tauber, who executed the foregoing document on behalf of the bank. He personally appeared before me, is personally know to me or produced _____ as identification.

Notary: 

Print Name: Joanna Smith

Notary Public, State of Florida

My commission expires: _____



JOANNA SMITH
MY COMMISSION # GG 023562
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

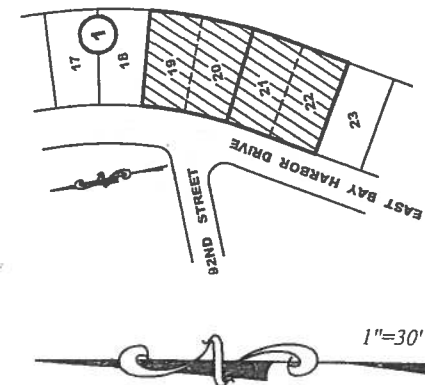
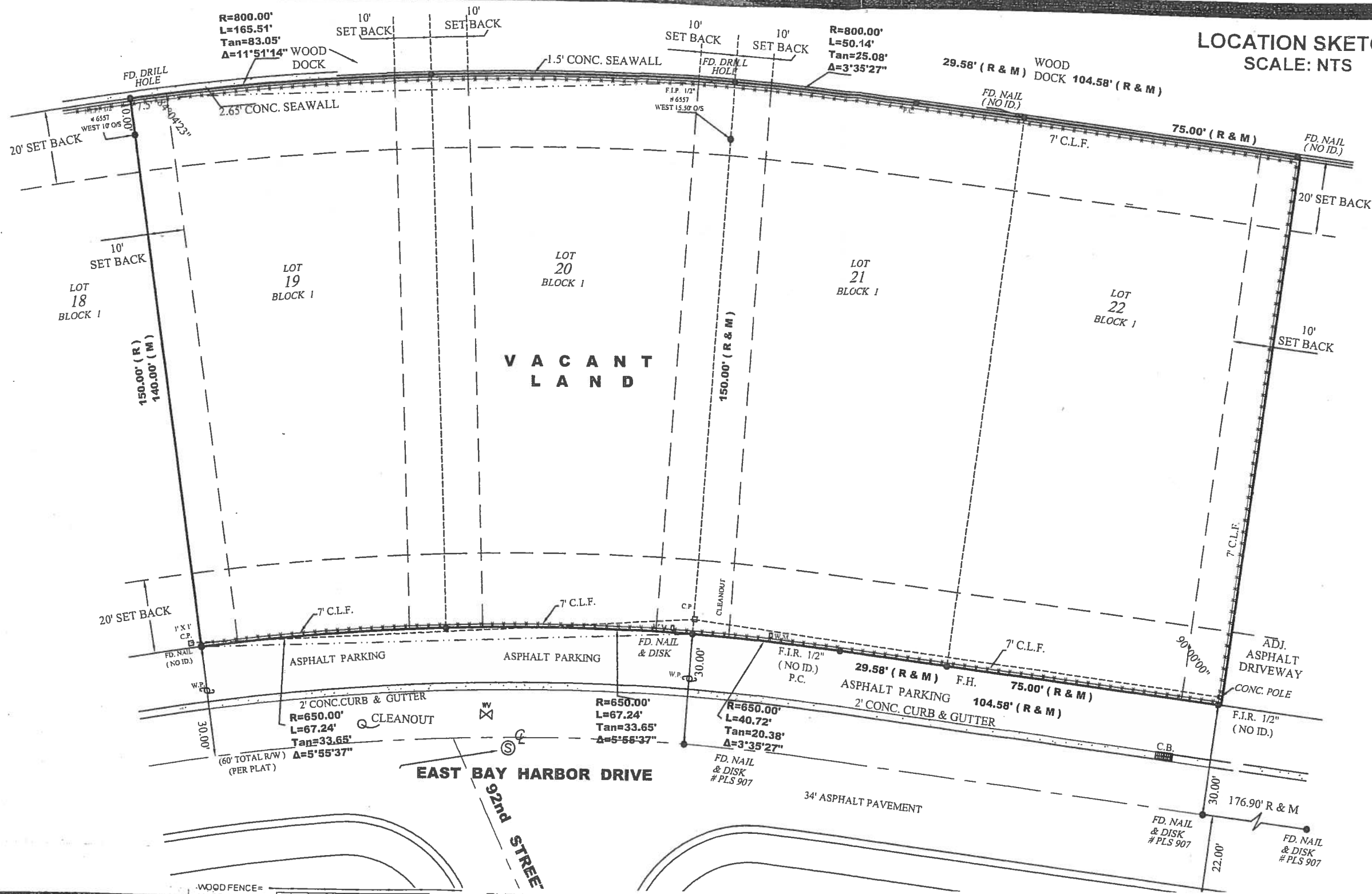
Date	Property address	Name of building	# of TDR's	Contact person	Contact Info	Notes	
4/8/2014	1060 92nd street	Oceanus	2	Grace Cuze	Gracecruz@live.com 305-342-3952	I spoke on the phone with Grace. Grace in on the board and very interested in selling their TDRs. The next board meeting is on April 21st. Grace asked that I attend the meeting to persuade the others in the building to sell.	
4/14/2014	9350 Condo Association		4	Jerry Milller	305-965-5021	I contacted Jerry via telephone. 9350 Condo Association had 8 TDR's all of which have been sold.	
4/14/2014	9900 WBHD		3	WF	Joe Portela	Trjoe@bellsouth.net 305-360-7512	I spoke with Joe Via Telephone. His condo association wants to sell 3 TDR's for \$50k each. Joe told me to have a formal offer prepared and he will present it to the other owners and get back to me quickly. There are 6 units in his building and 5 owners including himself. I folowed the phone call with a email to provide Joe with my contact info.
4/21/2014	1060/9900					emailed contracts to both Oceanus and 9900 HOA's	
4/22/2014	1060 92nd street	Oceanus	2	Grace Cuze	Gracecruz@live.com 305-342-3952	Spoke w/ grace via phone call. HOA meeting is moved to week of 4/28. she believes it is a strong offer and will get back to me next week	
4/24/2014	9900 WBHD		3	WF	Joe Portela	Trjoe@bellsouth.net 305-360-7512	spoke w/ Joe via phone call. HOA meeting is on Monday 4/28. is hoping to get deal approved. Also refered me to 9880 (stan) who has 2 TDRs
4/24/2014	9880 WBHD		2	WF	Stan Auerbach	O:305-868-6000 775-0272	C:305- I left messages on both mobile and office machies expressing my interest in buying excess TDRs.
4/24/2014	9769 WBHD	SINA LLC	7	Sam Sami	(305)592-2526	I spoke with Sam via telephone. He is not interested in selling his TDRs	
4/24/2014	10001 EBHD	The Anchorage	10	Dan McKeown	(708)422-1551	I left a message at his offie	
4/25/2014	10001 EBHD	The Anchorage	10	Dan McKeown	(708)422-1551	Dan returned my call and is not interested in selling their TDRs	

10081 WBHD, 1163/65/67 100st, 1155/57 100st, 1145/47 100st, 1130 100st,1140/44 100st, 1130/34 98st, 9751/71 WBHD, 1170/72, 10203/01 WBHD, 4/28/2014 1170/73 102st,					Dropped flyers in each residents Mailbox
4/28/2014 1135 101st		3	Elise Swallel	786-326-8801	spoke with elise, she is interested to sell but must convince her sister
4/28/2014 1170 101st street		7	Sal Abighanem	786-295-6450	spoke with Sal at length, interested to sell but hesitant
4/30/2014 10081 WBHD		5	Estelle Weinstein	(516) 484-0315	Mrs Weinstein called inquiring about TDRs after receiving my flyer. She is the president of the HOA and interested in selling. I offered her \$40k/tdr. She is going to talk to the other residents and get back to me ASAP
5/1/2014 1165/71 99th street	Bay Harbor Lodge	5	Chava Fux	(305)343-6187	Mrs. Fux received my flyer and called to inquire. She is the president on the HOA and said that they would be interested in selling but needed to consult with the other owners
5/1/2014 9901 WBHD/ 1175 99 Street	Arias	10	Pierre Questel	(305)868-5204/(305)343-9	Pierre received flyer and inquired and is willing to sell. He is preident of HOA and believed others will also sell. I ordered contract to purchase
5/1/2014 9901 WBHD/ 1175 99 Street	Arias	10	Pierre Questel	(305)868-5204/(305)343-9	I personally met with Pierre at 9901 WBHD. I hand delivered contract to purchase TDRs. He seemed optomistic that others would also want to sell. He promised to get back to me the next week
4/22/2014 1060 92nd street	Oceanus	2	Grace Cuze	Gracecruz@live.com 305-342-3952	Followed up with grace, she is still working on the other members of the association
5/5/2014 9900 WBHD		3 WF	Joe Portela	Trjoe@bellsouth.net 305-360-7512	I followed up with Joe regarding the contract. He met with the HOA and they are planning to counterofer. He will send it in writing by the end of the week.
5/5/2014 10081 WBHD		5	Estelle Weinstein	(516) 484-0315	I called Mrs. Weinstein to follow up. Mrs Weinstein explained to me that another owner in her building was talking to a friend that sold their TDRs, the friend told them about the "nightmear" that they were forced to go through with the city inspections to sell their TDRs. she explained that the city forced them to spend all fo the money and more than they recieved from the TDRs on repairs to the building. She said that their building is old and that they dont want to have an issue with the city.
5/14/2014 9901 WBHD/ 1175 99 Street	Arias	10	Pierre Questel	(305)868-5204/(305)343-9	I have been trying to contact pierre via telephone and have not been able to get in touch with h
5/14/2014 9900 WBHD		3 WF	Joe Portela	Trjoe@bellsouth.net 305-360-7512	I spoke with joe via telephone. He has been comunicating with his attorney and the issue is that
5/14/2014 9901 WBHD/ 1175 99 Street	Arias	10	Pierre Questel	(305)868-5204/(305)343-9	I spoke with Pierre. He has stepped down as president of the association, the new president is C

5/22/2014	1165/71 99th street	Bay Harbor Lodge	5	Chava Fux	(305)343-6187	After several phone conversations with Chava we finally agreed to a price. I dropped off a contract
5/28/2014	9901 WBHD/ 1175 99 Street	Arias	10	David Fuente	(786)554-0764	David needs to speak with other owners in the building but wants to sell
5/28/2014	9900 WBHD		3 wf	Joe Portela		There is one woman(cathleen kenedy's daughter) against the sale, joe is calling a meeting for them
5/28/2014	1165/71 99th street			Chava Fux		I have been trying to get in contact with chava all week to no avail
5/29/2014	1060 92nd street	Oceanus	2	Grace Cuze	Gracecruz@live.com 305-342-3952	I personally met with Grace. She explained to me that at this point, the condo association is not
6/4/2014	9901 WBHD/ 1175 99 Street	Arias	10	Pierre Questel	(305)868-5204/(305)343-9111	I have been trying to contact david to no avail. I was able to reach pierre today and he is going to
6/4/2014	1165/71 99th street			Chava Fux		I have still not been able to get in touch with chava since she received the contract.
6/11/2014				chava fux		chava called and requested to come and meet with me
6/12/2014						chava came to meet with me at taubco. She explained that we could do a deal with \$100k deposit
6/12/2014		9300 WBHD		Robin Sabow	786-441-9600 Robin@floridatrust.com	I spoke with robin(manager) and offered \$35k per tdr.
6/12/2014				Jodi Puder		I spoke with Jodi and made offer for her 9 TDRs. She will talk with partner and get back after the
6/16/2014						Robin countered at \$40k per TDR
6/17/2014				Jodi Puder	561-436-6780	Jodi left a message in my office that she will sell me her TDRs
6/18/2014		9300 WBHD		Robin Sabow		I agreed to \$40k per tdr. 25% deposit and balance at closing
6/18/2014			3 wf	Joe Portela		Joe called and will have a decision by Monday
6/18/2014	9901 WBHD/ 1175 99 Street	Arias	10	David Fuente	(786)554-0764	I called david and he informed to move on as they are not ready to sell at this time.
7/3/2014				Jodi Puder		no answer
7/3/2014				chava fux		I have been trying to get in touch with Mrs. Fux for over a week with no response
7/3/2014			3 wf	Joe Portela		Jim wants to sell however one member of the HOA is against the sale(Cathlene Kenedy's daughter)
7/7/2014				Jodi Puder		I spoke with Jodi. She and her brother michael would like to sell their TDRs. I offered \$35k per TDR
7/7/2014				Chava Fux		no answer
7/14/2014				Chava Fux		Chava called and asked that I speak with Jo Givner (their attorney) to finalize the deal.

7/14/2014	Bay Harbor Lodge		Joey Givner	(305)933-9970	Mr Givner called on behalf of the Bay Harbor Lodge. He has been retained by them to execute a
7/14/2014			Jodi Puder		no answer
7/14/2014			Ilene Tesler		Marlene told me that Ilene has 6 TDRs to sell. I spoke with Ilene on the phone and made a deal t
7/15/2014			Jodi Puder		no answer
7/16/2014			Ilene Tessler		I presented a contract for the purchase. We hope to have a deal done that we can submit for th
7/18/2014	Trio Condo		Ilene Tessler		executed contract for purchase of 9 TDRs from the Trio
7/18/2014	9300 WBHD		Robin Sabow		executed contract for purchase of 2 TDRs
7/23/2014	Bay Harbor Lodge		Joey Givner		I received comments to the Bay Harbor Lodge's agreement via email
8/12/2014	1070 92nd Street		5 Luis Padraza	(954)370-4820	I contacted Mr. Padraza via phone to inquire about purchasing his TDRs
8/12/2014	9200 BHT		10 Vioruca Serban	(305)861-5288/(305)867-C	I contacted Mrs. Serban to inquire about available TDRs from her property. We had an extensiv
8/18/2014	9900 WBHD	3 wf	Joe Portela		I left a voice mail for Joe to see if anything has changed and if they would be willing to move for
8/18/2014	1135 101st		3 Elise Swallel	786-326-8801	I spoke with elise via phone and she is not interested in selling her TDRs
8/18/2014	9901 WBHD/ 1175 99 Street	Arias	10 David Fuente	(786)554-0764	I left a voice mail for david in regard to TDRs from arias
8/18/2014	10081 WBHD		5 Estelle Weinstein	(516) 484-0315	I left Mrs. Weinstein a voicemail to further discuss TDR transfer. Last time we spoke she was cor
8/18/2014	1030 94th Street		5 Moises Rotbart	(305)674-7034 - mike@rot	I called Mr. Rotbart to inquire about purchasing his TDRs
8/18/2014	1050 98th (9770 E. Bay I		1 Stuart Merkin	(305)357-5556	I spokle with Mr. Merkin at length. He will find out from him client if they are interested in sellin
8/18/2014	9900 WBHD	3 wf	Joe Portela		Joe called back. Everyone in his association is willing to see except for Kathleen Kenedy's daught
9/29/2014			Jodi Puder	561-436-6780	Jodi left a message in my office that she will sell me her TDRs
9/29/2014			Joanna Tessler		I spoke with joanna and she is going have a board meeting in the coming weeks to try to sell us
9/29/2014	9900 WBHD	3 WF	Joe Portela	Trjoe@bellsouth.net 305-360-7512	I left a message for Joe, checking in to see if anything has changed
9/29/2014	1060 92nd street	Oceanus	2 Grace Cuze	Gracecruz@live.com 305-342-3952	let message for grace
9/29/2014	10081 WBHD		5 Estelle Weinstein	(516) 484-0315	left message for mrs weinstein

10/10/2014 9120 WBHD	Harvey Richman	305-542-4700 richpropinc@aol.com	I spoke with harvey, he is awating the president of the association to return but we have agreec
10/17/2014	joanna tessler		Joanna wants to sell her TDRs, she asked that I prepart a contract so that we can start moving fo
10/23/2014 9120 WBHD	Harvey Richman	305-542-4700 richpropinc@aol.com	I spoke with arvey to follow up with our conversation from the 10th. Harvey believed that they I
1/12/2015	joanna tessler/ Marjorie		I sent email to set up appointemnt
1/12/2015	Jodi Puder	561-436-6780	left a voice mail to follow up on TDR deal
1/12/2015 9120 WBHD	Harvey Richman	305-542-4700	I spoke with harvey, he is awating the president of the association to return but we have agreec



Property Address: 9161, 9201 & 9221 E. Bay Harbor Dr., Bay Harbor Islands, FL 33154.

Legal Description:
 Parcel 1: Lots 19 and 20, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 Parcel 2: Lot 21, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 Parcel 3: Lot 22, Block 1, of Bay Harbor Island, according to the Plat thereof, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
 AKA
 Condominium Units 1A, 1B, 2A, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, and 9B, of Bay Isle Condominium, a Condominium according to the Declaration of Condominium therefor, as recorded in Official Records Book 10395, Page 262, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL



REVISED: 9/23/16

WOOD FENCE =
 MASONRY WALL =
 CONCRETE =
 MAINTENANCE & DRAINAGE EASEMENT = M & D.E.

ELEVATION BASED ON LOC. # CBM# ELV. TYPE OF SURVEY: BOUNDARY SURVEY

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 46 PAGE 5

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
 There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

ADIS N. NUNEZ
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059
 555 NORTH SHORE DRIVE
 MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE	SUFFIX: L	DATE: 9/11/09 BASE: 10'
PANEL: 0144	COMMUNITY # 120637	
DATE: 10/27/15	SCALE: 1" = 30'	DWN. BY: F. Blanco
	JOB No 15-917	

OFF. REC. CL.

20136PG4124

This Instrument Prepared by,
Record and Return to:
Mark I. Aronson, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

02R022023 2002 JAN 11 14:52

WARRANTY DEED

DEED 13,800.00 SURTX 12,600.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

This Warranty Deed is made by Gator Bay Harbor I, L.C., a Florida limited liability company ("Grantor"), whose address is 1595 N.E. 163rd Street, North Miami Beach, Florida 33162, to Island Club Towers LLC, a Florida limited liability company ("Grantee"), whose address is 9700 Collins Avenue, Suite 303, Bal Harbor, Florida 33154 and whose tax I.D. number is 65-1116302.

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida:

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

Folio No. 13 2227 01 0170

Together With all easements, tenements, hereditaments and appurtenances belonging to the land; and

Together With all buildings and other improvements now or hereafter located on the land; and

Together With all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

To Have And To Hold the same in fee simple forever.

This conveyance is made subject to:

429

20136-4124

19+20

20136PG4125

- (a) Taxes for the year 2002 and subsequent years;
- (b) Applicable zoning ordinances;
- (c) Conditions, restrictions, limitations and easements of record, which are not reimposed by this instrument;

Grantor covenants that at the time of delivery of this deed, except as described above, Grantor is lawfully seized in fee simple of the property described above; that Grantor has good right, title and lawful authority to sell and convey said property; the property is free of any encumbrances; the Grantee will have peaceable and quiet possession of the property; and Grantor fully warrants the title to the property and will defend it against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument on the 5 day of November, 2001.

Signed, sealed and delivered
in the presence of:

GATOR BAY HARBOR I, L.C.,
a Florida limited liability Company

Horst Schmidt
Name: Horst Schmidt

By: [Signature]
Name: Kurt Dohle
Its: _____

Harold Hische
Name: Harold Hische

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of November, 2001 by Kurt Dohle of Gator Bay Harbor I, L.C., a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public: [Signature]
Name: Dr. Heiko Jackschath
Commission No.: _____
Notary Public

My commission expires:
MIA1 #1081906 v1



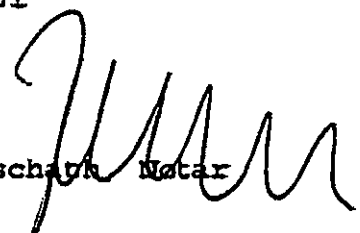
URNr. 2270/2001

Hiermit beglaubige ich die vorseitigen, vor mir vollzogenen
Unterschriften der Herren:

- a) Kurt Dohle, geboren am 27.04.1935, wohnhaft in 50126
Bergheim-Zieverich, Aachener Straße 6,
- b) Horst Schmidt, geboren am 08.01.1944, wohnhaft in 53797
Lohmar, Zum Daaskamp 9 A,
- c) Harald Mischke, geboren am 15.10.1962, wohnhaft in 53919
Weilerswist, Münstereifeler Straße 2,

zu a) und b) von Person bekannt; zu c) ausgewiesen durch
Personalausweis.

Sankt Augustin, den 05. November 2001

 
Jackschalk Notar

Kostenberechnung

§§ 141, 154 KostO

Geschäftswert:	DM	6.000,-	
Gebühr § 53	DM	20,00	
Zusatzgeb. § 53 Abs 1	DM	20,00	
Schreibzettel	DM	3,00	
Auslagen § 53 Abs 2	DM	3,00	
Gewerbesteuer (§ 15)	DM	46,00	
	DM	7,36	
	DM	53,36	

Haupt

Zus.

20136PG4128

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

2. ist unterschrieben von Dr. Heiko Jackschath

3. in seiner Eigenschaft als Notar in St. Augustin

4. sie ist versehen mit dem Siegel des Notars Dr. Jackschath

Bestätigt

5. in Bonn

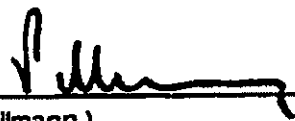
6. am 06.11.01

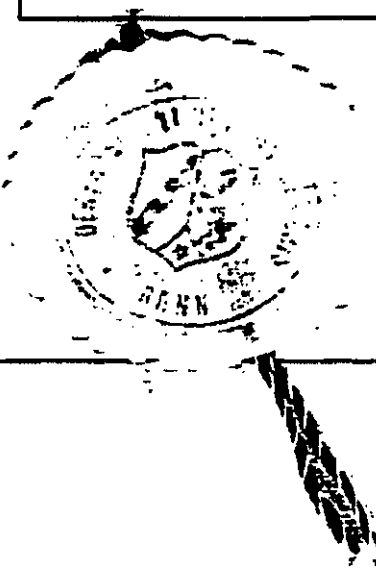
7. durch den Präsidenten des Landgerichts Bonn

8. unter Nr. 1214-1226/2001

9. Stempel/Siegel

10. Unterschrift:


(Pillmann)



BUSSE & MIESSEN

RECHTSANWÄLTE

via facsimile transmission: 001/305/667-6161

Glenn J. Holzberg Esq.
Offices at Pinecrest II, Suite 220
7685 Southwest 104th Street
Miami, Florida 33156-3156

USA

A.Z.: V-02241/01-ds
Sekretariat RA Dr. Vogel: Frau Blautzik
Durchwahl 0228-98391-26
Telefax 0228-630 283
hans.vogel@busse-miessen.de

Bonn, den 09.01.2002

BONN

FELIX BUSSE *
WOLFGANG MIESSEN
FRIEDRICH LUDWIG WIMMER *
JULIO LINKE *
DR. TORSTEN ABE
STEPHAN EISENBERG
MICHAEL NIMPHUS *
DR. ANDREAS NADLER **
DR. HANS-JOSEF VOGEL
DR. INGO PETER LUTMANN *
DR. GERNOT PRITZ
FRYER ENGELMANN
MICHAEL SCHORN
* zugel. Fachanwalt für Versicherungsrecht
** zugel. Fachanwalt für Arbeitsrecht

BERLIN

DR. WOLFRANG UHLMANN *
SABINE HÄDEL *
* zugel. Fachanwalt für den Konsumvertrieb

LEIPZIG

WALTER CESTEL *
STEFFEN HAMANN
* zugel. Fachanwalt für den OLG Dresden

Dear Mr. Holzberg:

Re: Dohle Handelsgruppe Service GmbH & Co. KG / Beratung Immobilienverkauf
Florida

please find attached the translation of the Apostille plus the relevant confirmations of the notary public. The Apostille has the same wording for all four deeds - Deed-Roll-No. 20/2002 - Deed-Roll-No. 23/2002. I have not translated it four times. I do declare that the translation is correct and that I have a sufficient command of English to be able to translate legal documents.

If you have any further questions, please contact me.

Yours,


(Dr. Hans-Josef Vogel)
Rechtsanwalt

BONN
Obderstraße 21, 53111 Bonn
Postfach 13 80, 53003 Bonn
Telefon 0228-98391-0 Fax 0228-630 283

BERLIN
Wilhelmstraße 46, 10117 Berlin
Telefon 030-226336-0
Telefax 030-226336-50

LEIPZIG
Martin-Luther-Ring 3, 04107 Leipzig
Telefon 0341-98231-0
Telefax 0341-98231-10

Commerzbank Köln-Lindenplatz (BLZ 370 400 44) 230 230 3

APOSTILLE

(Hague Convention of 5 October 1961)

1. Country: Federal Republic of Germany
This public document
2. is signed by Dr. Heiko Jackschath
3. as notary public in St. Augustin
4. It is affixed with the seal of notary Dr. Jackschath.

Authenticated:

5. in Bonn
6. on 03.01.2002
7. by the president of Landgericht (County Court) Bonn
8. under No. 18-23/2002
9. seal
10. signature:
(Maurer-Wildermann)

URNr. 23/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

- 1 Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich,
- 2 Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
- 3 Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 22/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 21/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieverich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1966, resident in D-50968 Köln, Lindenallee 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Voigtalstraße 12.

Sankt-Augustin, 02.01.2001

Jackschath, Public Notary

URNr. 20/2002

I hereby authenticate the previous signatures, carried out in my presence, by the personally known

1. Kurt Dohle, born 27.04.1935, resident in D-50126 Bergheim-Zieversich, Aachener Straße 6,
2. Klaus Dohle, born 22.09.1956, resident in D-50968 Köln, Lindenufer 23.
3. Ralf Dohle, born 14.10.1960, resident in D-50993 Köln, Veigalstraße 12.

Sankt-Augustin, 02.01.2002

Jackschuh, Public Notary

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.

RECORDED IN OFFICIAL RECORDS
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

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

20401PG1540

02R306 170 2002 MAY 17 08:12

This instrument Prepared by and Return to:
Harvey Scholl, Esq.
First Southern Title Company, Inc.
5295 Town Center Rd., Third Floor
BOCA RATON, FL 33486

Property Appraisers Parcel Identification (Folio) Numbers:
13-2227-064-0010
Grantee SS #:

11 SPACES 1-00-1/4 SURTA 0.00
PLATE 10000 125K DADE COUNTY, FL

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 10th day of May, A.D. 2002 by Illyce Faith Roth, a single woman herein called the grantor, whose post office address is 9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 33154, to Island Club Towers, LLC, a Florida Limited Liability Co. whose post office address is 9700 Collins Avenue, #303, Bal Harbor, Florida 33154, hereinafter called the Grantee:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in DADE County, State of Florida, viz:

Condominium Unit 1A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10336, Page 262 of the Public Records of Miami-Dade County, Florida.

This conveyance is made subject to the following:

1. Conditions, restrictions, limitations, reservations and easements of record.
2. The aforesaid Declaration of Condominium and all Exhibits attached thereto and all matters referred to therein.
3. Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

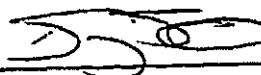
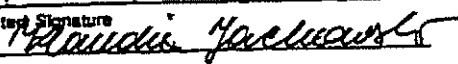
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered in the presence of:


Signature
Harvey Scholl
Printed Signature

Signature
KLAUDIA JACKOWSKA
Printed Signature


L.S.
Illyce Faith Roth
9161 East Bay Harbor Drive, Unit 1A, Bay Harbor Island, Florida 3

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Illyce Faith Roth who is/are personally known to me or has produced  as identification.

SEAL

My Commission Expires
Harvey I. Scholl
MY COMMISSION EXPIRES
May 14, 2005


Notary Signature
Harvey Scholl
Printed Notary Signature

20401PG1541

Bay Isle Condominium Association
Approval for Transfer of Ownership

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

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

Said unit is being purchased, or otherwise obtained from:

Illyce Roth

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

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

WARRANTY DEED

20401PG4876

This Instrument

Prepared by:

Address:

Marc Hauser, Esq.
1111 Kane Concourse, Suite 616
Bay Harbor Islands, FL 33154
Tel: (305) 864-9934

02R306911 2002 MAY 17 11:04

Identification (Folio) No(s): 13-2227-064-0150

THIS INDENTURE, Made this 4 day of May 2002,

between SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man,
of the County of Miami-Dade, in the State of Florida, parties of the first part.

and ISLAND CLUB TOWERS, LLC, a Florida Limited Liability Company,
of the County of Miami-Dade, in the State of Florida, whose post office address is
9161 E. Bay Harbor Drive, Unit 7B, Bay Harbor Islands, FL 33154, party of the second
part.

Witnesseth, That the said parties of the first part, for and in consideration
of the sum of TEN and 00/100 (\$10.00 Dollars, and other good and
valuable considerations, to them in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the
said party of the second part, his heirs and assigns forever, the following described
land, situate, and being in the County of Miami-Dade, State of Florida, to-wit:

Unit 7B of BAY ISLE CONDOMINIUM according to the Declaration of
Condominium filed March 19, 1979 in O.R. Book 10335 at Page 262
of the Public Records of Miami-Dade County, Florida, and amendments
thereto.

DOCSTPOEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

SUBJECT TO: (1) Taxes for the year 2002 and subsequent years; AND
(2) Conditions, restrictions, limitations and easements of record.
(3) All of the terms, covenants and conditions contained in the Declaration
of Condominium.

And the said parties of the first part do hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

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

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Christina Sanon
Witness Signature

Marc Hauser
Printed Name

Marc Hauser
Witness Signature

Marc Hauser
Printed Name

Christina Sanon
Witness Signature

Christina Sanon
Printed Name

Sidney S. Steinberg (L.S.)
Grantor Signature

SIDNEY S. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

Howard G. Steinberg (L.S.)
Grantor Signature

HOWARD G. STEINBERG
Printed Name

9161 E. Bay Harbor Dr.
Bay Harbor Islands, FL 33154
Post Office Address

STATE OF FLORIDA) SS:
COUNTY OF MIAMI-DADE)

Be it known that on the 4 day of May, 2002 before me, a Notary Public in and
for the State of Florida duly commissioned and sworn personally came and appeared
SIDNEY S. STEINBERG, A Single Man, and HOWARD G. STEINBERG, A Single Man, to me ()
personally known () who presented as I.D.: who did take an
oath, and known to me to be the same persons described in and who executed the
foregoing instrument and they acknowledged the within to be their act and deed and
that an oath was taken.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal
of office the day and year last above written.

My Commission No. _____
Expires _____

NOTARY PUBLIC, State of Florida

Marc Hauser
Printed Name of Notary

(Seal)



204014876

10.5

70

20401PG4877

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 7B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 7B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Sidney S. Steinberg and Howard C. Steinberg

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

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

20401PG4831

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

02R306903 2002 MAY 17 11:02

00CSTPDEE 1,404.00 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

File Number: 2159-022
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of May, 2002 between Rene Jose Perez, joined by his spouse, Ann Patricia Perez whose post office address is 9161 East Bay Harbor Drive, Unit 8A, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, FL 33154, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Condominium Unit 8A, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0080

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

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

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

DoubleTimes

20401-4831

8A

20401PG4832

Signed, sealed and delivered in our presence:

[Signature]
 Witness Name: [Signature]
[Signature]
 Witness Name: Mirha Cabrera

[Signature] (Seal)
 Rene Jose Perez
[Signature] (Seal)
 Ana Patricia Perez

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Rene Jose Perez and Ana Patricia Perez, who ☐ are personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

NOTARY PUBLIC - STATE OF FLORIDA

KURT R. KODUS JR.

COMMISSION # 00734479

EXPIRES 8/12/2002

BONDED THROUGH A LEBANOTARY

My Commission Expires:

RECORDED IN OFFICIAL RECORDS MAP
 OF DADE COUNTY, FLORIDA
 RECORD VERIFIED
 HARVEY RUVIN
 CLERK CIRCUIT COURT

OFFICIAL

20401PG1787

02R306212 2002 MAY 17 08:23

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

File Number: 2159-023
Will Call No.:

101570000 0.00 SURTX 0.00
MAILED 05/17/02 CLERK DADE COUNTY, FL

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Warranty Deed

This Warranty Deed made this 16th day of May, 2002 between Henry Kuhlman, a single man whose post office address is 9161 East Bay Harbor Drive, Unit 8B, Bay Harbor Islands, FL 33154, grantor, and Island Club Towers, LLC, a Florida Limited Liability Company whose post office address is c/o Condotti Shops USA, 9700 Collins Avenue, Suite 303, Bay Harbor Islands, FL 33154, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Condominium Unit 8B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262 of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 13-2227-064-0160

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

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

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

DoubleTime

20401-1787

15

86

20401PG1788

Signed, sealed and delivered in our presence:

Stacy Oskolski
 Witness Name: Stacy Oskolski
[Signature]
 Witness Name: [Signature]

[Signature] (Seal)
 Henry Kuhlman

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 6th day of May, 2002 by Henry Kuhlman, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Stacy S. Oskolski
 Commission # DD 023136
 Expires April 8, 2005
 Bonded Through
 Atlantic Bonding Co., Inc.

[Signature]
 Notary Public

Printed Name: Stacy Oskolski

My Commission Expires: _____

20401PG1789

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 8B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 8B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Henry Kuhlman

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

Approval date this 5th of May, 2002.

David E. Arizona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

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

ST. REC. DE.

20401PG1695

Prepared by and return to:

02R306198 2002 MAY 17 08:22

Jorge E. Otero & Associates, P.A.
75 Valencia Avenue
Coral Gables, FL 33134

File Number: Garoni
Will Call No.:

RECEIVED - \$0.00 SURTY 0.00
MAY 17 2002 - MIAMI-DADE COUNTY, FL

Grantee S.S. No.
Parcel Identification No. 13-2227-064-0170

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 10th day of May, 2002 between Daniel Garoni, a single man whose post office address is c/o Otero & Associates, P.A., 75 Valencia Ave., Fourth Floor, Coral Gables, FL 33134 of the County of Miami-Dade, State of Florida, grantor, and Island Club Towers, LLC whose post office address is 9161 East Bay Harbor Drive, Unit 9B, Miami, FL 33154 of the County of Miami-Dade, State of Florida, grantee.

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

Condominium Unit 9B, of BAY ISLE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 10335, Page 262, of the Public Records of Miami-Dade County, Florida.

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

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

Signed, sealed and delivered in our presence:

Norma Hernandez
Witness Name: NORMA HERNANDEZ

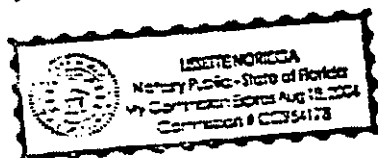
Lissette Waeia
Witness Name: Lissette Waeia

Daniel Garoni (Seal)
Daniel Garoni

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of May, 2002 by Daniel Garoni, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Lissette Waeia
Notary Public

Printed Name: _____

My Commission Expires: _____

JORGE E. OTERO & ASSOCIATES, P.A.

DoubleTime

FOURTH FLOOR • 75 VALENCIA AVENUE, CORAL GABLES, FLORIDA 33134 • TEL: (305) 567-9000 • FAX: (305) 443-0164

20401-1695

Missing
2018
1000 Jaxco
9B

20401 PG 1696

Bay Isle Condominium Association
Approval for Transfer of Ownership

In accordance with the provisions of the documents of Bay Isle Condominium Association, a corporation not for profit under the laws of the state of Florida, located in Dade County, Florida, Approval is hereby granted to: **Island Club Towers, LLC**, or other transfer of ownership, of condominium unit No. 9B located at 9161 E. Bay Harbor Drive, Bay Harbor Island, Florida, lying and being on the property described as:

Unit 9B, of Bay Isle Condominium, a condominium, according to the Declaration of Condominium thereof as recorded in Official Record Book 10335, at page 262, of the public records of Miami-Dade County, Florida, together with an individual interest in the common elements appurtenant thereto as set forth in said declaration.

Said unit is being purchased, or otherwise obtained from:

Daniel Geroni

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

Approval date this 5th of May, 2002.

David E. Arjona
PRESIDENT

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

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

To: Marlene Siegel - Town Clerk / Director of Code Compliance
Town of Bay Harbor Islands

CC: Ronald Wasson – Town Manager
Craig Sherman, Esq. – Town Attorney
Frank Simone, Esq. – Asst. Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: September 30th, 2016

Subject: Island Club Towers – 82 DU Multi-Family Residence
9201 East Bay Harbor Drive
TDR Donor Request – Public from Town-Owned “Pool”
Bay Harbor Islands Acct. No. BP2016-34
MMPA Acct. No. 01-0702-0961

ISSUE

On July 16th, 2013 a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board. The latest building permit plans indicate an intent to build 82 DU (previously 87). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 82 total dwelling units, this requires the acquisition of 47 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 Street in October 2015; Sereno East & Anchorage Condo in February 2016) to acquire 27 TDR units to date. The applicant must still acquire 20 TDR units prior to construction. The developer has also submitted a concurrent application to contract with the proposed Royal Club Towers (9431-81 EBHD) for seven (7) TDR units. The developer owns both sites. The applicant is aware that the Town Council has adopted the 50% rule by Resolution and is requesting that the Town Council approve their request to purchase 20 TDR units (42.5%) from the Town-owned “pool”. The letter submitted by the applicant (dated 9/26/16) indicates that the intent of the developer is to request only 13 TDR units from the Town-owned “pool” if the concurrent application for a private TDR transaction is approved.

OPTIONS / ACTIONS

Review the contents of this staff report and, if the Town Council agrees to the request, favorably consider the applicant's offer to acquire either thirteen (13) TDR units if the Royal House transfer is approved, or twenty (20) TDR units from the Town-owned "pool" of TDR units if the private Royal House TDR transfer is denied. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request. In this instance the applicant will need to acquire the additional TDR units from private property owners.

The applicant has offered to acquire the TDR units for the current Town per-unit value (\$70,000) for a waterfront development. Section 23-22.2(d) allows the Town Council to "set the value of any public development rights. The Council may use current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the Town including but not limited to capital or land contributions for parks, open space and parking."

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval. The Island House project was approved prior to the Town establishing maximum density limits.

**Bay Harbor Islands
Island Club Towers – Public TDR Request
Staff Report
September 30th, 2016
Page 3**

At the April 7th, 2014 Town Council meeting a Resolution was adopted setting a 50% “rule” (50% private TDRs first / 50% public TDR second) for TDR units assigned to projects. This was meant to reserve the few remaining Town-owned TDR units over a longer period of time, since there is a large number of privately owned TDR units. As previously stated, the applicant is aware that the Town Council has adopted the 50% rule Resolution and is requesting to purchase 20 TDR units (42.5%) from the Town-owned “pool”.

In the earlier years of the Town’s TDR program (2004-06+/-) about 40% of the 30+/- new redevelopment projects requested some TDR units. The initial price of publically-owned TDR units was \$75,000 for waterfront sites and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva).

Due to development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to a perceived increase in development activity the Town requested the original appraiser (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been done since April 2011. **The current Town-owned TDR values set by Resolution in March 2016 are \$70,000 for waterfront sites and \$62,000 for non-waterfront sites.**

In the last 3 years+/- there have been numerous Town-owned TDR allocations approved by the Town Council. As of 02/8/16 (no TDR activity since) our records note the Town has now sold 226 of the 330 available Town-owned TDR units (East Island multi-family area). Of the contracts to sell the TDR units, 148 TDR units are for waterfront sites and 78 are for non-waterfront sites. There have also been several “sales” of TDR units approved by the Town from private property owners. Our records reflect these private “sales” total 151 TDR units from private parties to date. Some have been approved by the Town but not closed as yet.

SUMMARY

On July 16th, 2013 a revised Site Development Plan approval was granted by the Town’s Planning and Zoning Board. The latest plans indicate an intent to build 82 DU (previously 87). The allowable base zoning density of 34 DUA would allow 35 DU on the receiving site (1.03 acres X 34 DUA = 35.02 or 35 DU). Since the proposed project includes 82 total dwelling units, this requires the acquisition of 47 TDR units. The developer of the receiving site (Island House) has been contracting with other nearby privately-owned / fully developed sites (Trio Commons / 9300 WBHD Condo in August / September 2014; 9201 WBH Townhomes in September 2015; Habitat / 1175 101 St in October 2015; Sereno East & Anchorage Condo in February 2016) to acquire 27 TDR units to date. The applicant must still acquire 20 TDR units prior to construction. The developer has also submitted a concurrent application to contract with the proposed Royal Club Towers (9431-81 EBHD) for seven (7) TDR units. The applicant is aware that the Town Council has adopted the 50% rule by Resolution and is requesting that the Town Council to approve their request to purchase 20 TDR units (42.5%) from the Town-owned “pool”. The letter submitted by the applicant (dated 9/26/16) indicates that the intent of the developer is to request only 13 TDR units from the Town-owned “pool” if the concurrent application for a seven (7) private TDRs is approved.

The Code allows the Town Council to set the current price or use an alternative method to determine the TDR values. The applicant's current offer of \$70,000 per DU matches the current value for waterfront sites set by the Town Council. If the Town Council likes the redevelopment project, favorably consider the applicant's offer to acquire twenty (20) TDR units from the Town-owned "pool" of TDR units. If the Town Council does not like the project and/or does not want to allocate Town-owned TDR units, deny the request current request. In this instance the applicant will need to acquire all or more of the additional 20 TDR units from private property owners. The Town's 50% rule is met in this instance as this request is for 42.5% of the required TDR units.

If the Town Council approves the request of allocating 20 TDR units at \$70,000 each, the total value would be \$1,400,000.

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward. TDR units cannot be "banked" by a party. Once a site plan is approved by the Town a building permit must be requested by a time certain (1 year) and extensions may be granted. MMPA suggests the sales contract include a "reverter" clause that provides that if the project does not proceed within a specified time period, the TDR units revert back to the Town-owned "pool".

Town of Bay Harbor Islands Code Compliance Department TDR Inspection

Receiver site: Island Club Towers, LLC
9551 East Bay Harbor Drive
Bay Harbor Islands, FL 33154



No pending violations.

INDEX	
	COVER
A-001	DATA SHEET
A-002	LAND USE PLAN DESIGNATION
A-003	PERIMETER SECTIONS
A-004	SETBACKS SCHEME
A-005	BUILDING ARTICULATION SCHEME
A-006	SITEPLAN - CONTEXT
A-100	SITEPLAN
A-101	SUB-T LEVEL 1
A-102	FIRST LEVEL
A-103	SECOND LEVEL
A-104	TYPICAL LEVEL (3th to 6th LV)
A-105	SEVENTH LEVEL
A-106	EIGHTH LEVEL
A-107	ROOF LEVEL
A-108	MATERIALS
A-401	EAST & WEST ELEVATION
A-402	NORTH & SOUTH ELEVATION
A-501	N-S SECTION
A-502	E-W SECTION

ISLAND HOUSE

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27TH AVENUE
SUITE No 110
MIAMI, FLORIDA 33133

CONSULTANT ARCHITECT
FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONCOURSE
BAY HARBOR ISLANDS, FLORIDA 33154

SITE PLAN APPROVAL REVISION

9201 EAST BAY HARBOR DR.

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Second Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,319	2,638
Total Level 2			10		13,366

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Third to Sixth Level	A-1	3	2	1,542	3,084
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 3-6			12		15,284
Total x4 Levels			48		61,136

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Seventh Level	A-1	3	2	1,542	3,084
	A-2	3	2	1,771	3,542
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 7			14		18,826

Level	Type	No. Bedrooms	No. of the type per Level	Area per Unit (net sq ft)	Sub-Total Area
Eighth Level	A-1	3	2	1,428	2,856
	A-2	3	2	1,373	2,746
	B-1	2	2	1,215	2,430
	B-2	2	2	1,289	2,578
	B-3	2	2	1,318	2,636
	B-4	2	2	1,264	2,528
	C-1	1	2	1,014	2,028
Total Level 8			14		17,802

Total Number of Parking Spaces Provided	172
---	-----

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	SF	Acres
Lot Area	45,000	1.03

Lot 19, 20, 21 and 22, Block 1 of "Bay Harbor Island", According to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Dade County, Florida.

This property appears to be located in Flood Zone AE, with a BFE of 10'-0" N.G.V.D.

Grade Level (Crown of the road)	4'-10" N.G.V.D.
---------------------------------	-----------------

Zoning Classification RM1 - MULTIPLE FAMILY RESIDENTIAL DISTRICT (WATERFRONT LOTS)

FLR (Determined by the setbacks)	FLR	FLR	Allowable NA	Proposed
Maximum Density 34 units per net Acre Proposed Density	34	1.03	Allowable 35	Proposed 86 84.5 (units/acre)
Setbacks			Required	Proposed
Principal Frontage (E. Bay Harbor Dr.)			Buildings less than 30 feet in height. 20 feet Buildings less than 45 feet in height. 25 feet Buildings less than 75 feet in height. 30 feet	20'-0" Below 30 feet 30'-0" Above 30 feet.
Side Setback			Buildings less than 30 feet in height. 10 feet maximum setback shall be 25 feet	10'-0" Below 30 feet 25'-0" Above 30 feet.
Rear Setback (Waterfront)			20'-0"	20'-0"
Flex Setback (side only) maximum allowed 1/3 of length of building	side building length 107		Allowable (Feet) 35.67	Proposed (Feet) 32.67
Maximum Height Maximum Building Height			Allowable 75 feet above BFE	Proposed 75'-0" above BFE
Open Space Requirements 20% of Lot Area Minimum	45,000	0.20	Required 9,000 SF	Proposed 10,500 SF (23%)
Roof Deck Landscape Requirements 15% of Roof Area Minimum	8,000	0.15	Required 1,200 SF	Proposed 6,000 SF (75%)
Lot Coverage (Perimeter determined by the setbacks)			Allowable Determined by Setbacks	Proposed 27,850 SF
Building Length The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet			≤ 205 feet without breaks ≥ 205 feet with breaks	53'-0" gap/brake in the middle of the building.
Breezeway A building may exceed 120 feet in length if breezeways divide such building. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet.				53'-0" feet breezeway is provided
Parking Space Requirements Residential - 2 per Dwelling Unit Minimum Guest Parking Total Parking Spaces (including 4 handicap spaces)	86	2.0	Required 172 4	Proposed 172 4 176
Storage Requirements A minimum of 25 SF of area with at least seven feet of headroom must be added for each apartment and shall be located outside the apartment.			86	86

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PROJECT

ISLAND HOUSE
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BAY HARBOR ISLANDS, 33154, FLORIDA

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**SCHEMATIC
DESIGN**

Permit Revisions
 Site Plan Approval Revision
 May 30th, 2013

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ARCHITECTS INC

FRANKEL BENAYOUN ARCHITECTS
1177 KANE CONVENT
BAY HARBOR BLVD
FLORIDA
33154

Date
08/15/2013

Drawing
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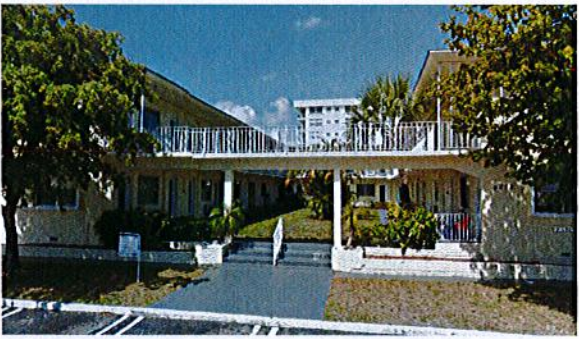
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As Shown

Project No.
1216

A-001

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MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



DUPLEX, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



RECREATIONAL PARK, RM-2
FLUM: MEDIUM HIGH DENSITY



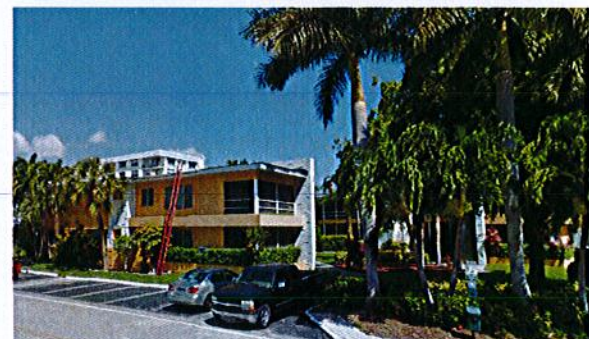
MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
5 STORY



MULTI-FAMILY, RM-2
FLUM: MEDIUM HIGH DENSITY
2 STORY



MULTI-FAMILY, RM-1
FLUM: MEDIUM HIGH DENSITY
7 STORY



MULTI-FAMILY, TRACT DISTRICT
FLUM: MEDIUM HIGH DENSITY
10 STORY



1 LAND USE PLAN DESIGNATION
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AR 0007972

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ISLAND HOUSE
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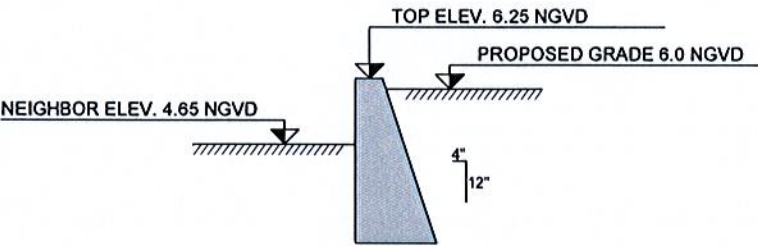
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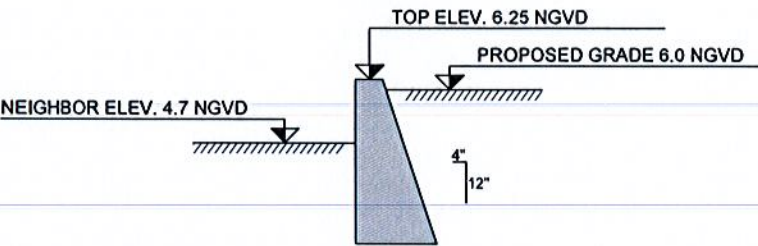
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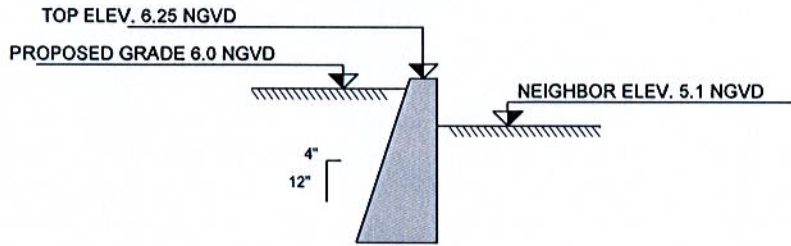
SECTION A-A



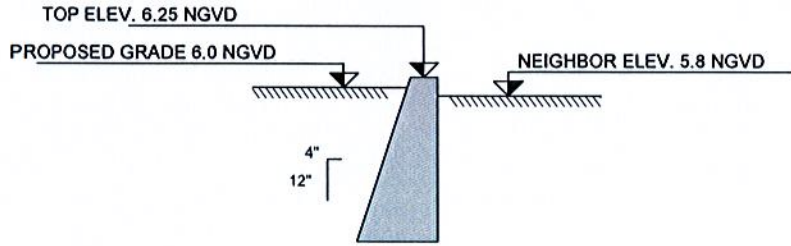
SECTION B-B



SECTION C-C



SECTION D-D



SECTIONS
GRAVITY WALL ALONG THE PERIMETER

1

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NOTE:
FOR GRAVITY WALL DETAIL REFER TO SHEET C-4

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BAY HARBOR ISLANDS, ST. LEO, FLORIDA

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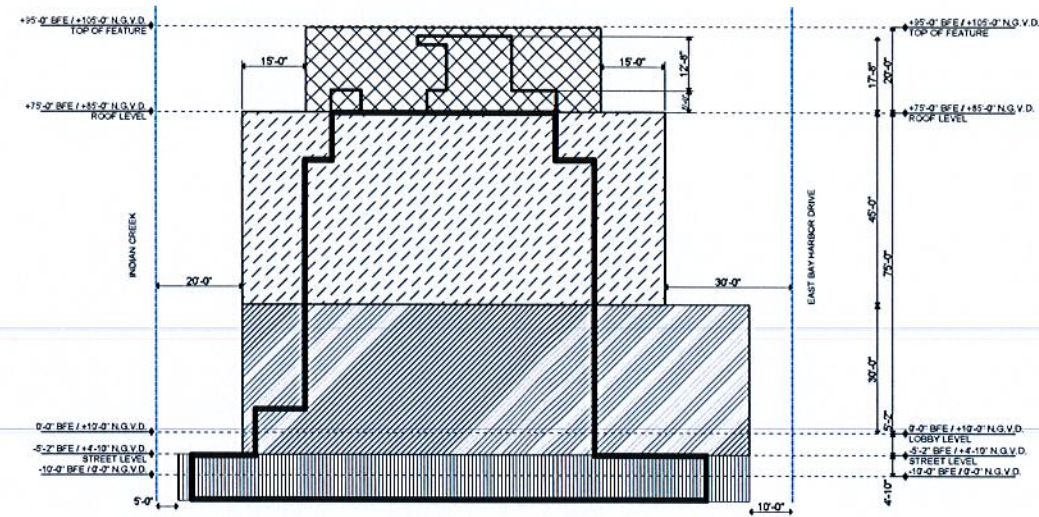
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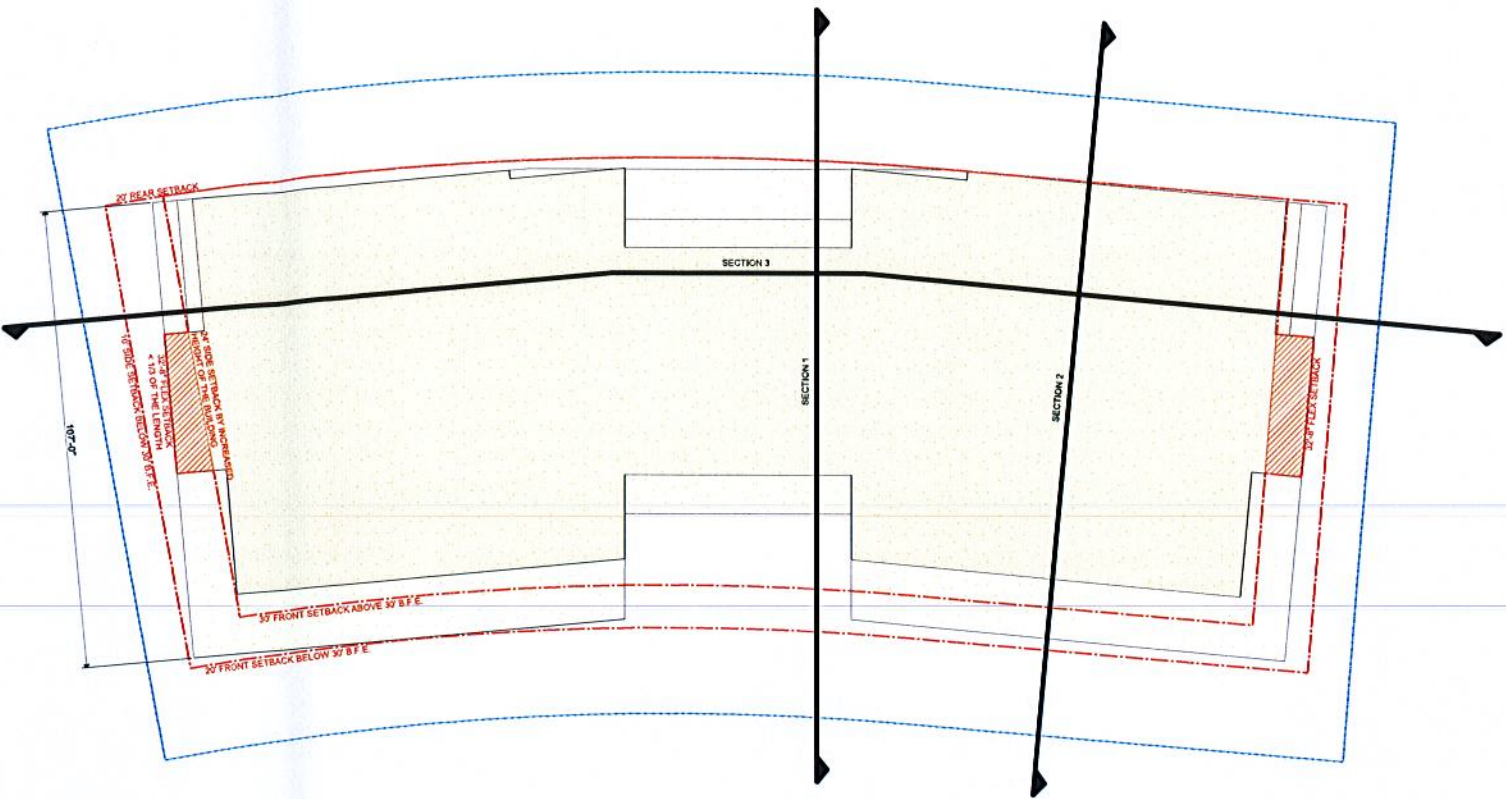
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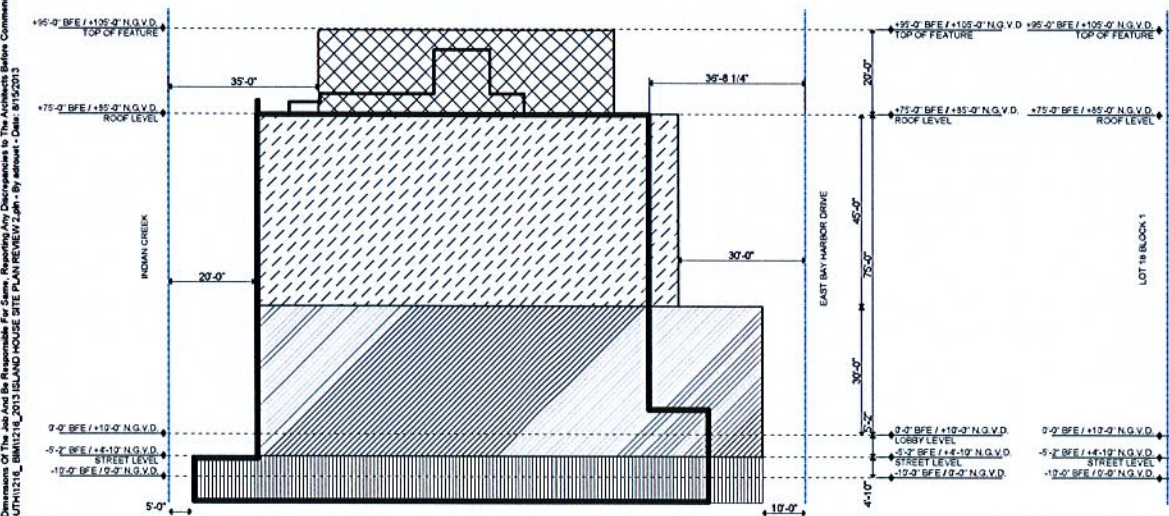
2 SECTION 1
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NOTES:

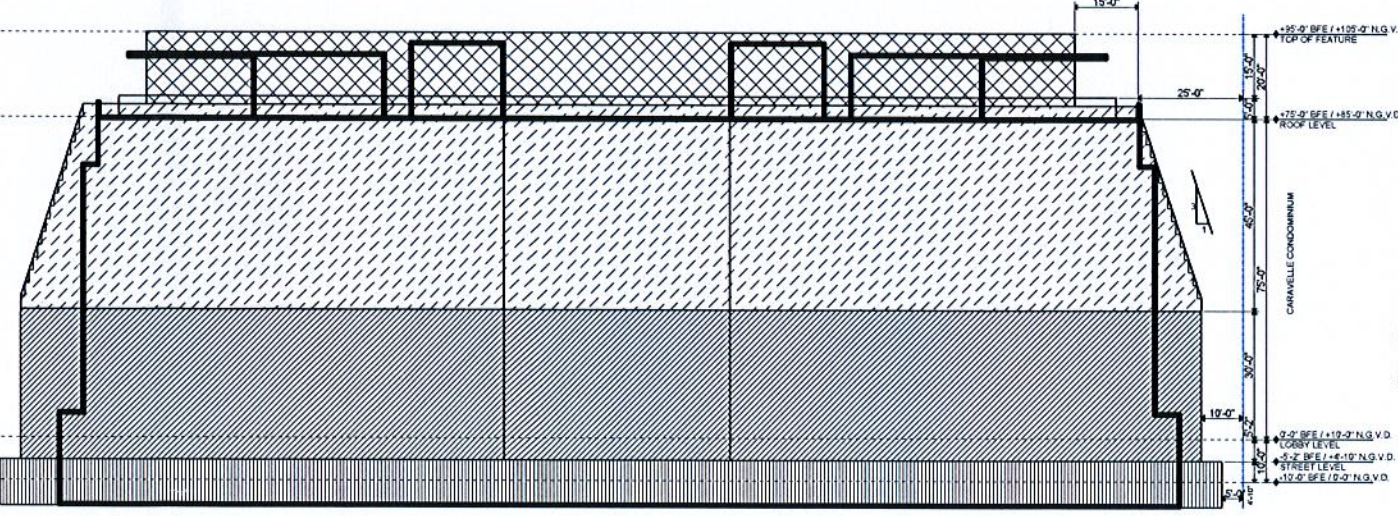
- ROOF DECK SETBACKS
- SETBACKS ABOVE 30'-0" h. B.F.E.
- SETBACKS BELOW 30'-0" h. B.F.E.
- PARKING SETBACK BELOW GRADE AS PER SECTION 23-24, D, 2-4



1 SETBACKS SCHEME
SCALE: 1" = 20"

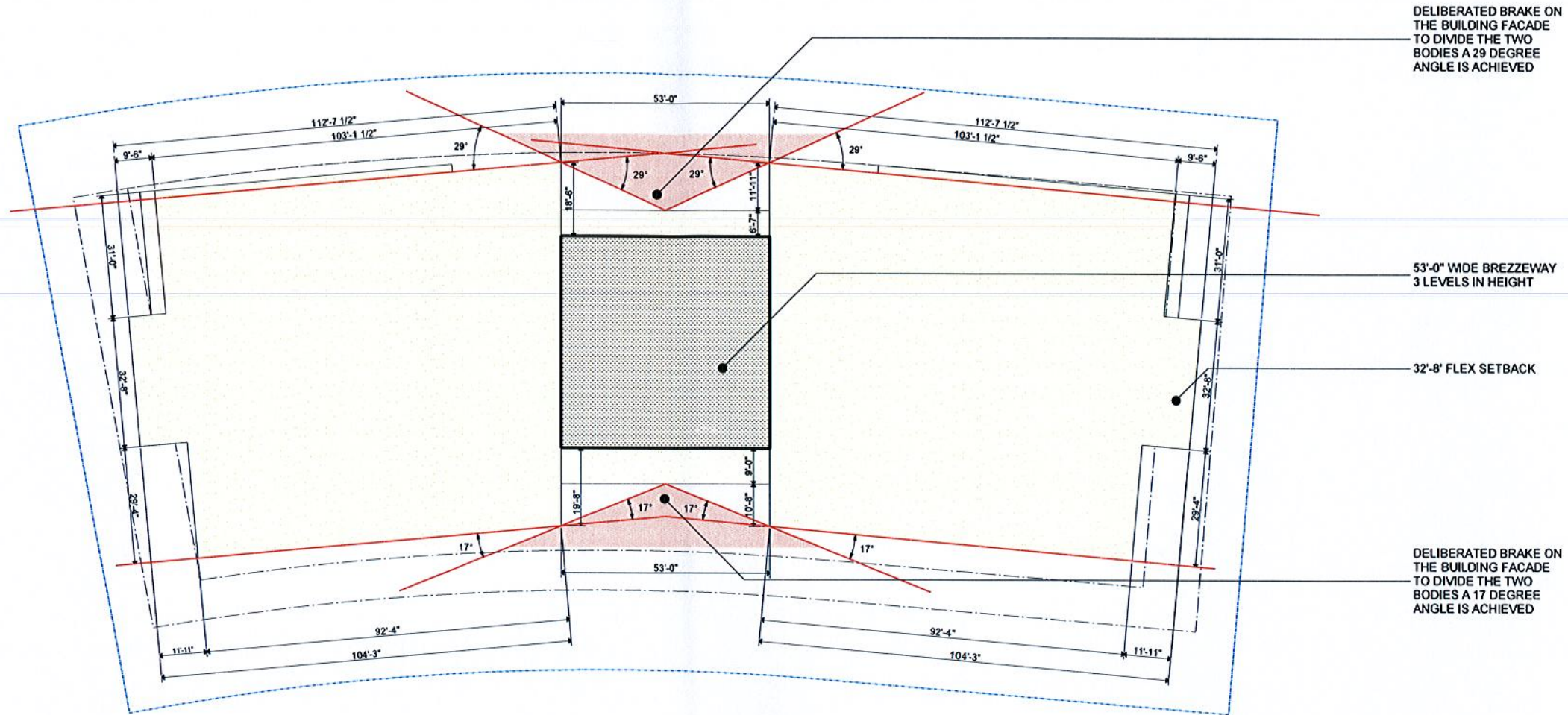


3 SECTION 2
SCALE: 1" = 20"



4 SECTION 3
SCALE: 1" = 20"

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1 BUILDING ARTICULATION SCHEME

CODE REQUIREMENTS_
Building Length:
- The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet

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DELIBERATED BRAKE ON
THE BUILDING FACADE
TO DIVIDE THE TWO
BODIES A 29 DEGREE
ANGLE IS ACHIEVED

DESIGN BY

Luis O. Revuelta
AR 0007972

PROJECT

53'-0" WIDE BREZZEWAY
3 LEVELS IN HEIGHT

32'-8" FLEX SETBACK

DELIBERATED BRAKE ON
THE BUILDING FACADE
TO DIVIDE THE TWO
BODIES A 17 DEGREE
ANGLE IS ACHIEVED

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1 SITEPLAN - CONTEXT
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DESIGN BY

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PROJECT

ISLAND HOUSE

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BAY HARBOR BLVD, 33154 FLORIDA

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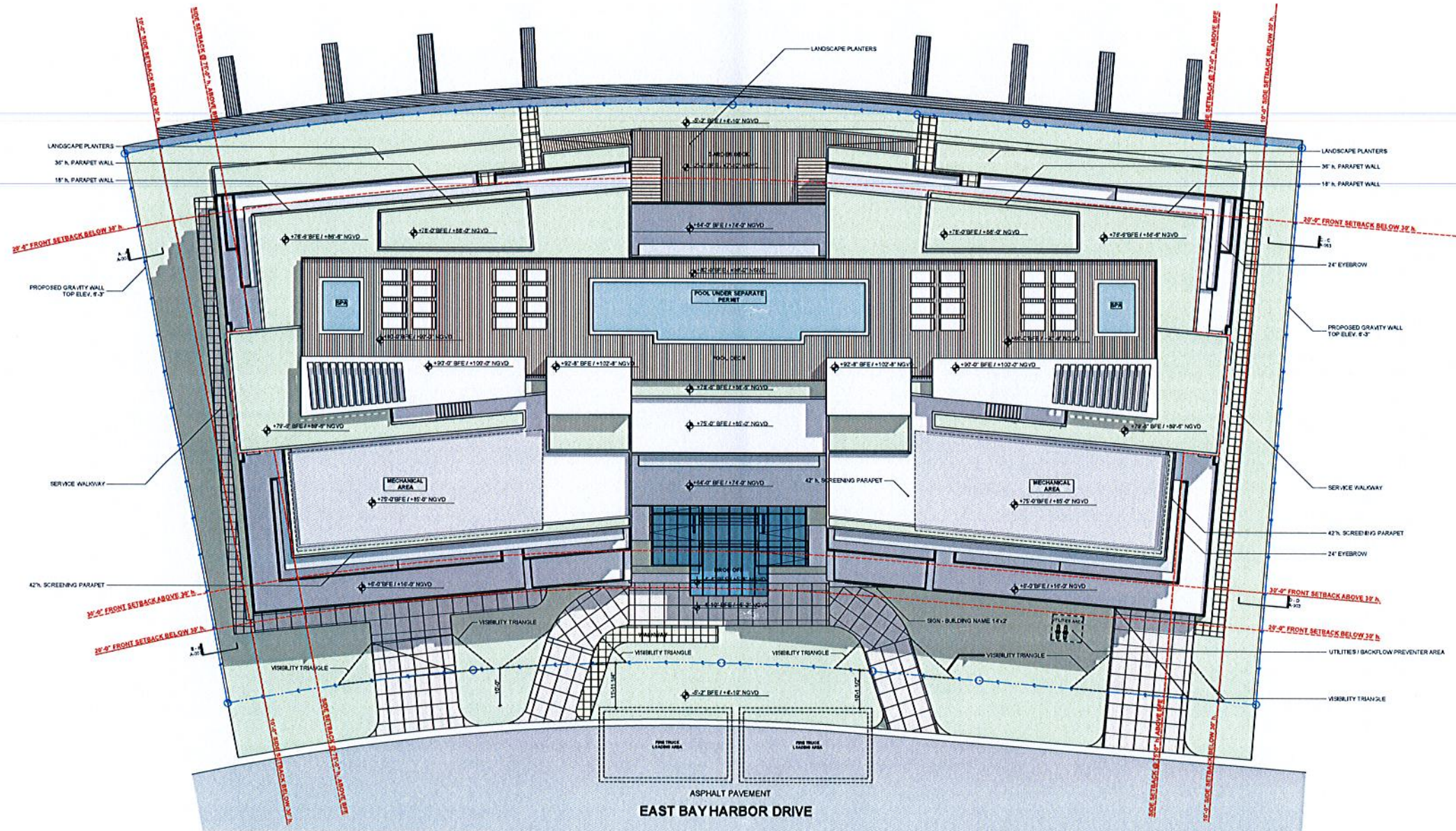
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A-006



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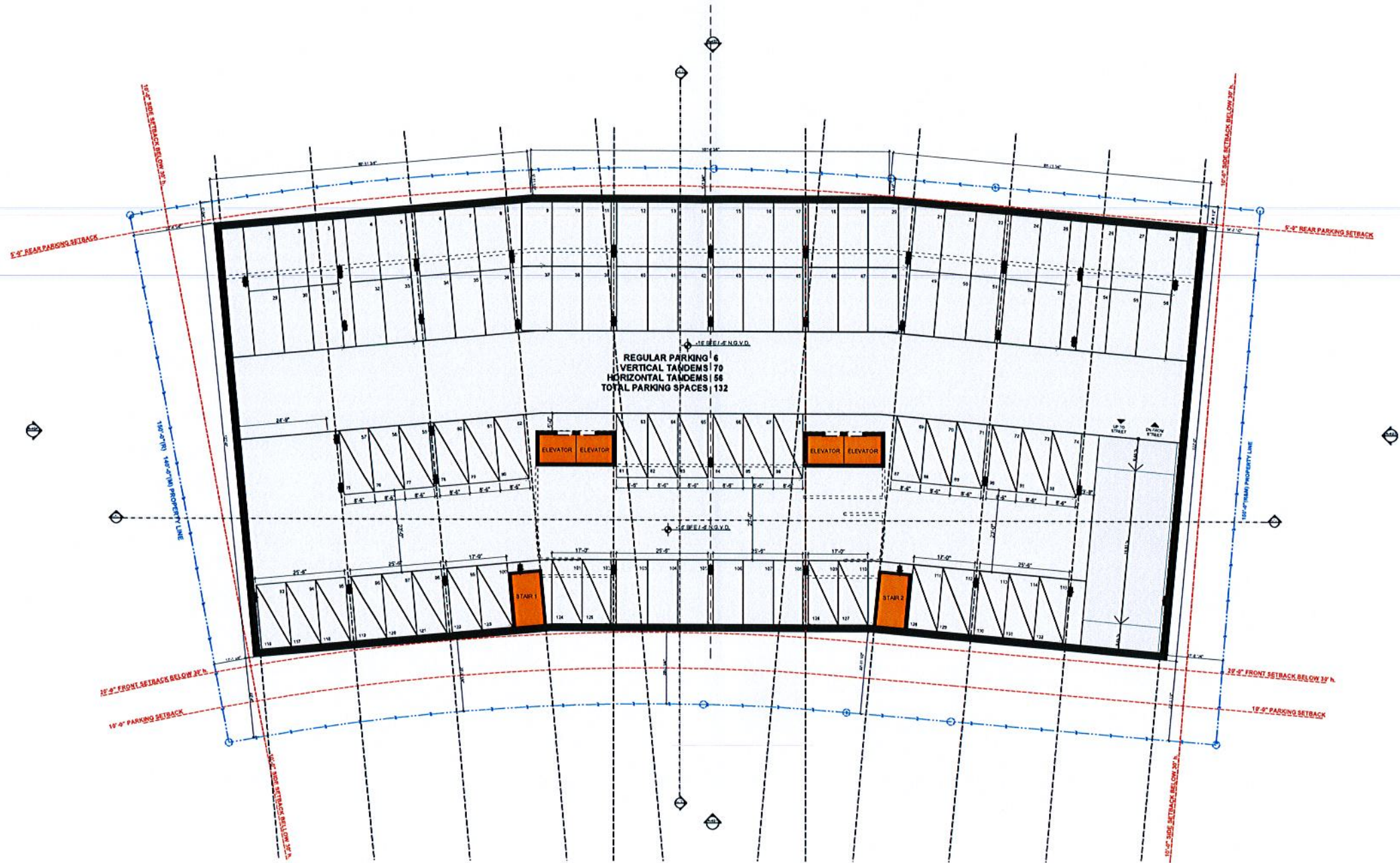
ISLAND HOUSE
SITE PLAN

1

SCALE: 1/16" = 1'-0"

0 5' 10' 3

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1

ISLAND HOUSE
PARKING LEVEL -1

SCALE: 1/16" = 1'-0"

ISLAND HOUSE

9801 EAST BAY HARBOUR DRIVE
BAY HARBOR BLVD. S. 1514, FLORIDA



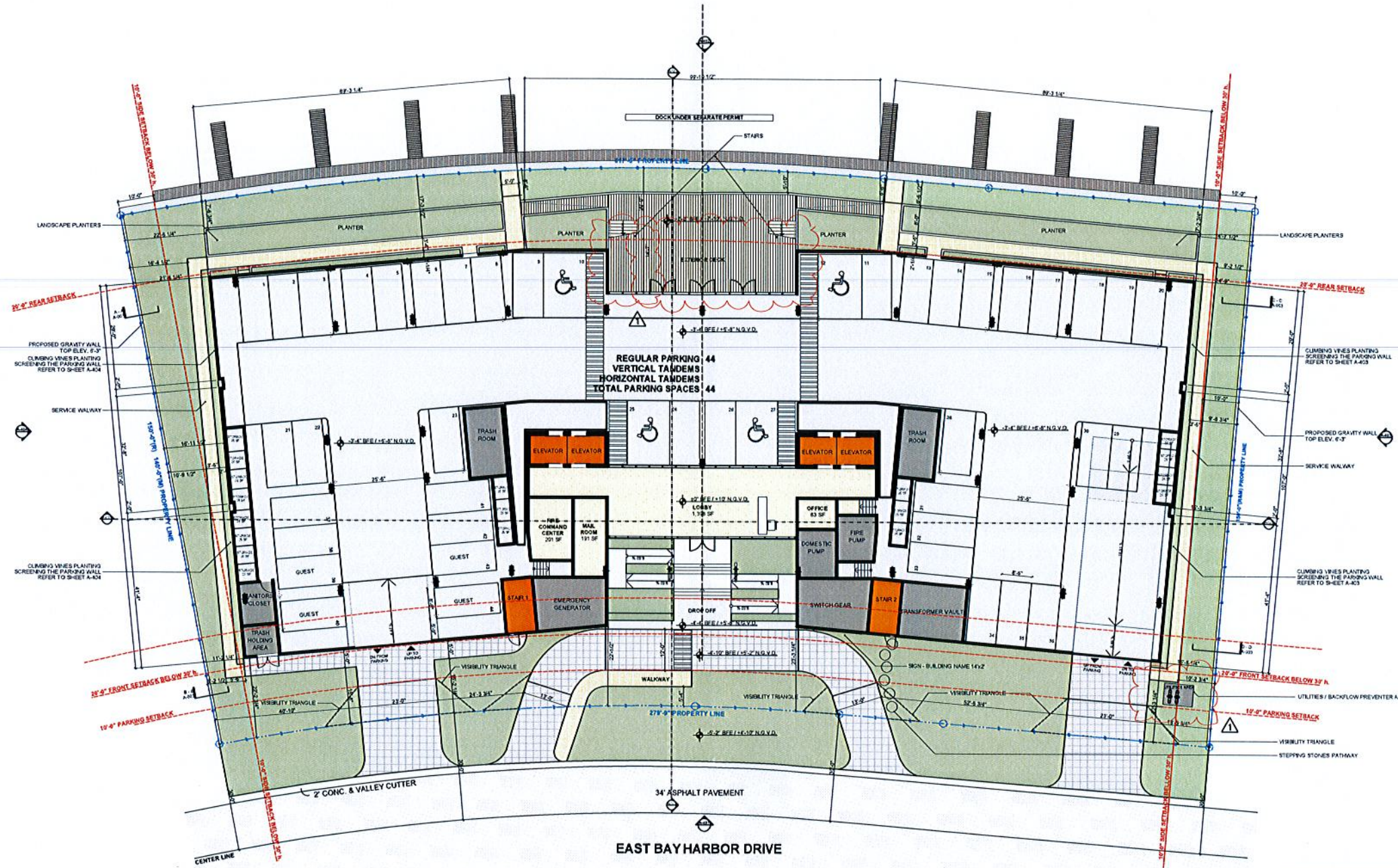
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Drawing
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BP
Scale
As Shown
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1216

A-102



NOTE
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"



1

ISLAND HOUSE
FIRST LEVEL

SCALE: 1/16" = 1'-0"



ISLAND HOUSE
SECOND LEVEL

SCALE 1/16" = 1'-0"

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1

ISLAND HOUSE
THIRD TO SIXTH LEVEL

SCALE: 1/16" = 1'-0"

NOTE
TERRACE AREA = 2,142 SF
LANDSCAPE PROVIDED = 342 SF > 15% OF TERRACE

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ISLAND HOUSE

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BAY HARBOUR BLVD. SE 15th FLORIDA



SCHEMATIC
DESIGN

Planned Revisions
Site Plan Approval Revision
May 30th, 2013

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FLORIDA
33154

Date

08/15/2013

Drawing

BP - CIV

Check by

BP

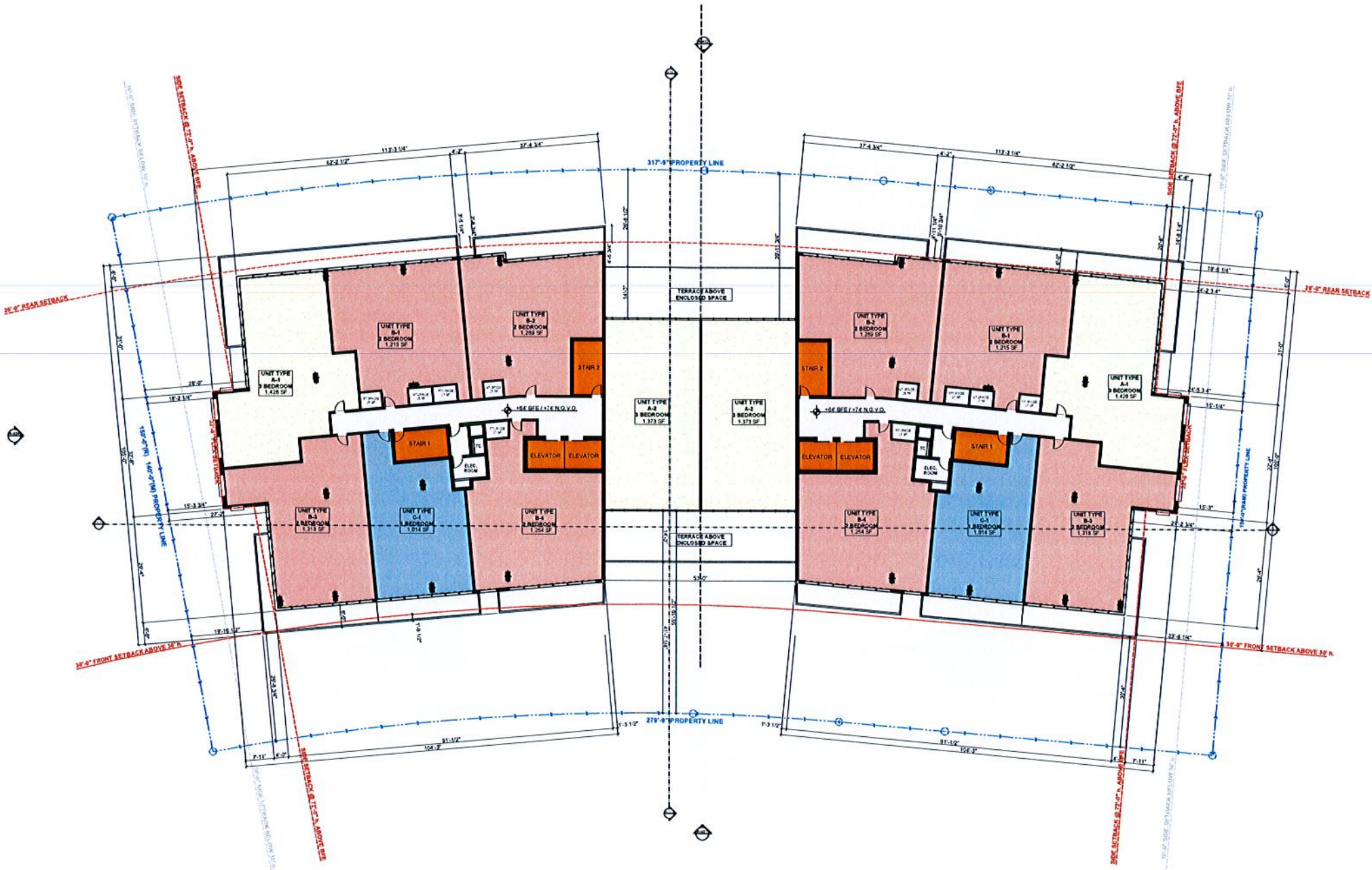
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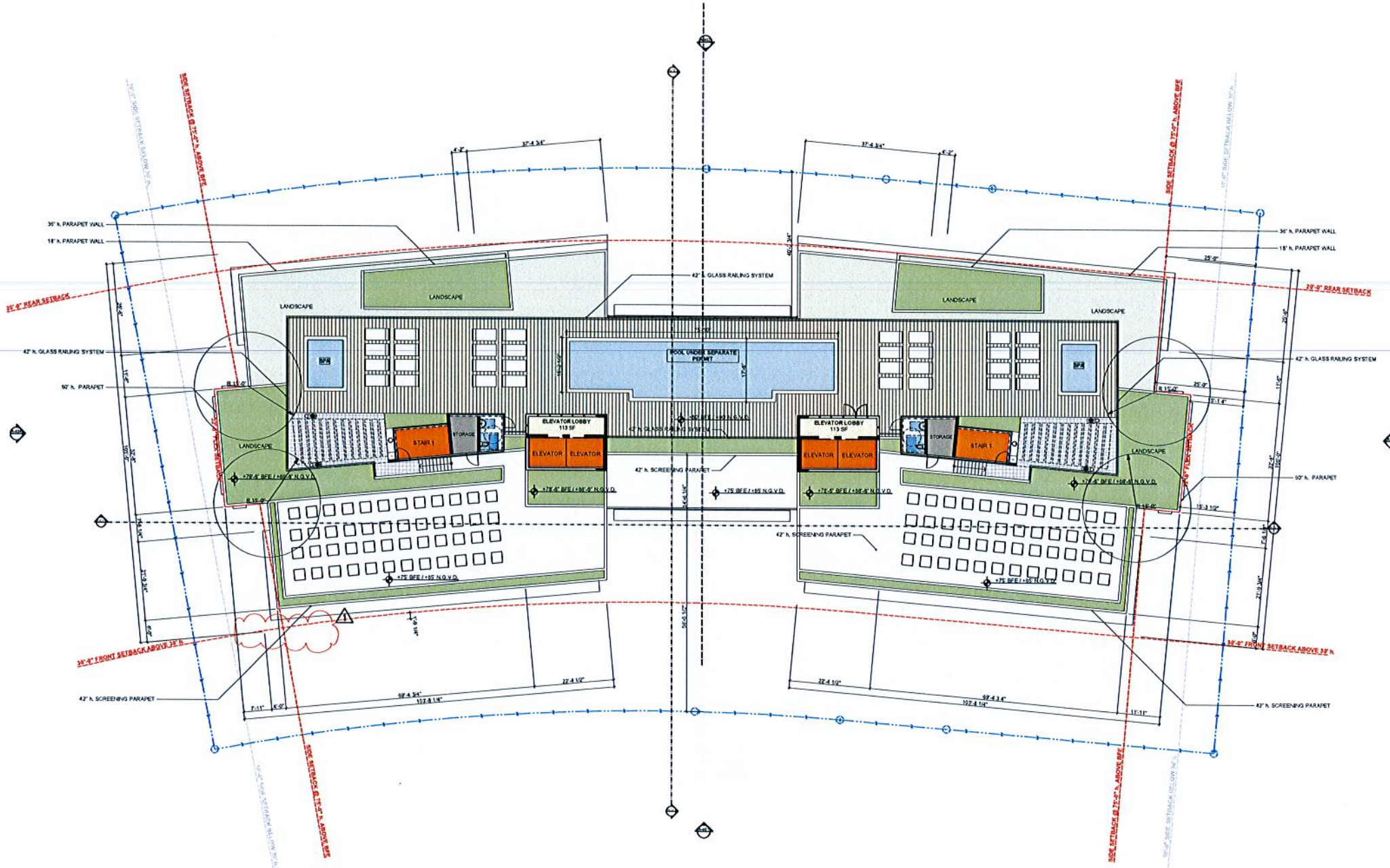
A-106



1

ISLAND HOUSE
EIGHTH LEVEL

SCALE 1/16" = 1'-0"



1

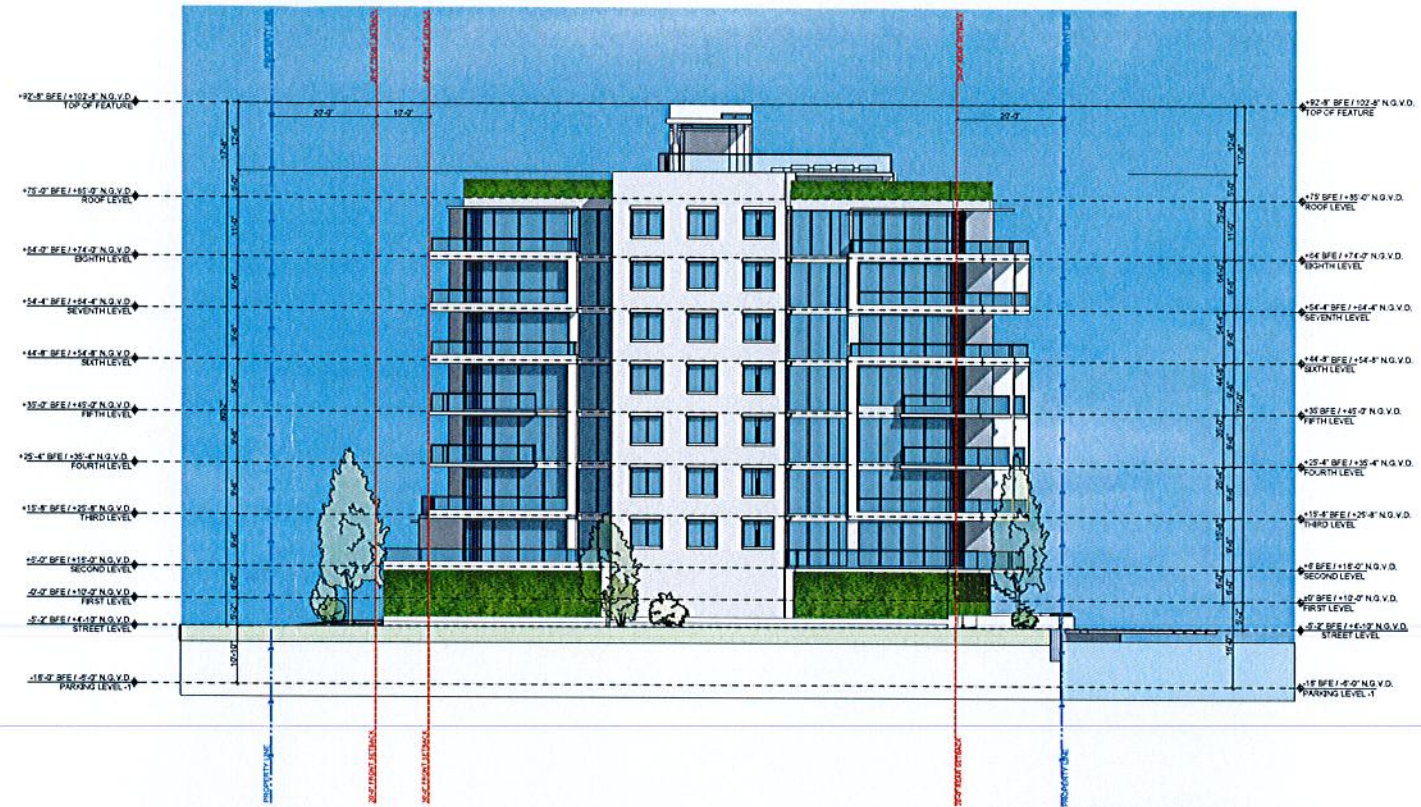
ISLAND HOUSE
ROOF LEVEL

SCALE: 1/16" = 1'-0"
ROOF LEVEL +75'-0" BFE / +85'-0" N.G.V.D.

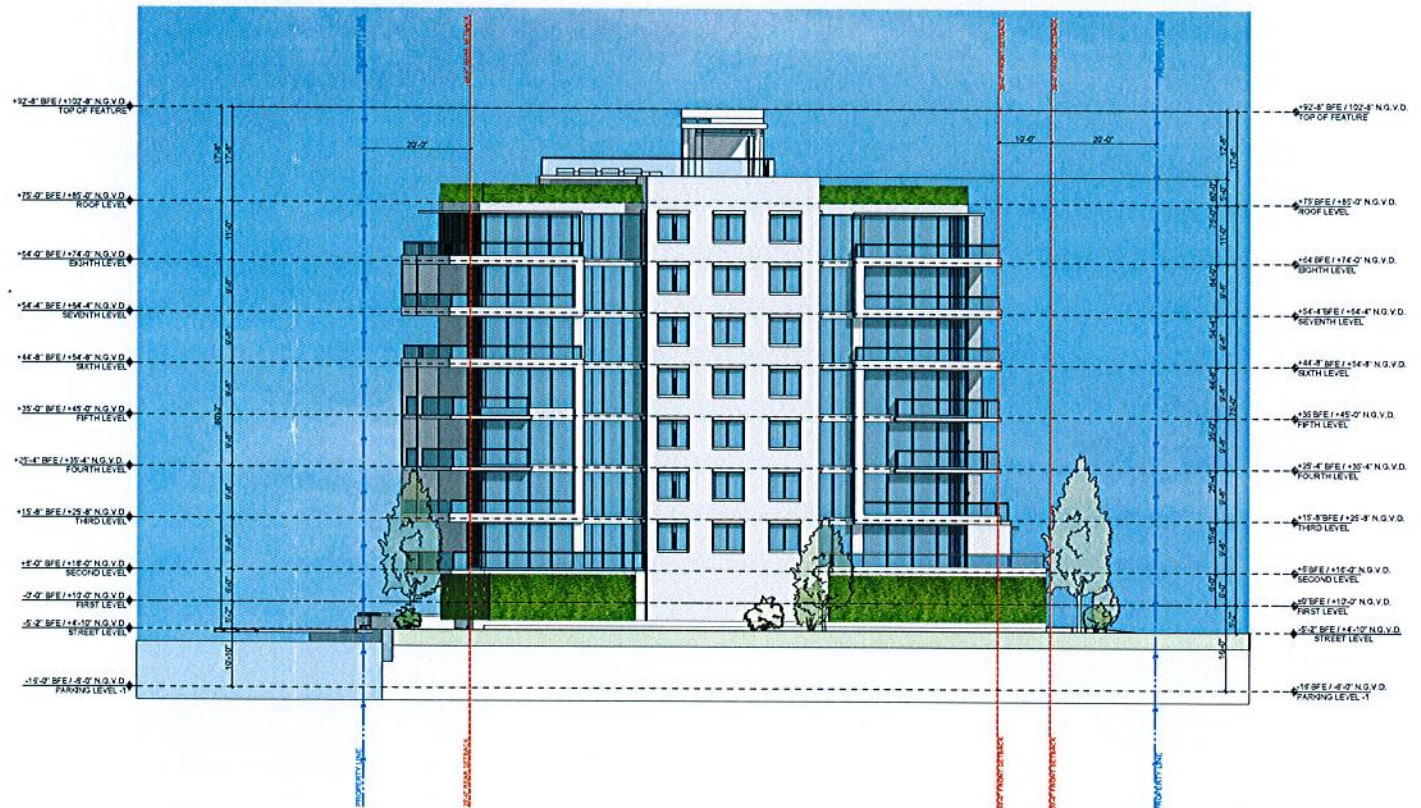
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1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE 1/16" = 1'-0"

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PROJECT

ISLAND HOUSE

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BAY HARBOR ISLAND, 33154 FLORIDA

OWNER
TAUBCO
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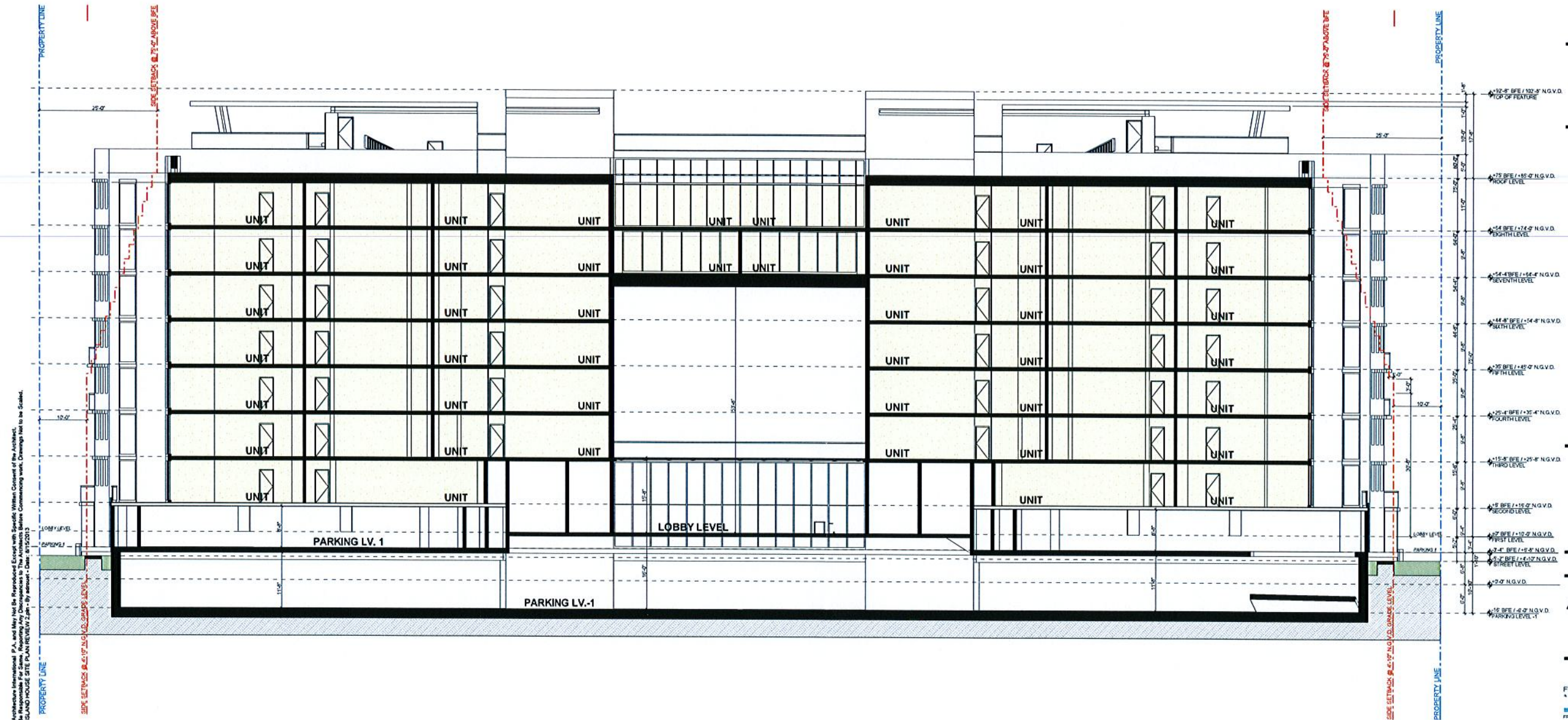
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33154

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Scale
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1216

A-402



1 N-S SECTION
SCALE: 3/32" = 1'-0"

NOTE:
MINIMUM BREEZEWAY WIDTH 20'-0" PER CODE
PROPOSED BREEZEWAY WIDTH 53'-0"

DESIGN BY

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AR 0007972

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ISLAND HOUSE

9201 EAST BAY HARBOUR DR.
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SCHEMATIC
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 1177 KANE CONCOURSE
 BAY HARBOR BLVD.
 FLORIDA
 33154

Date _____

08/15/2013

Drawing

BP-CV
Check by

BP

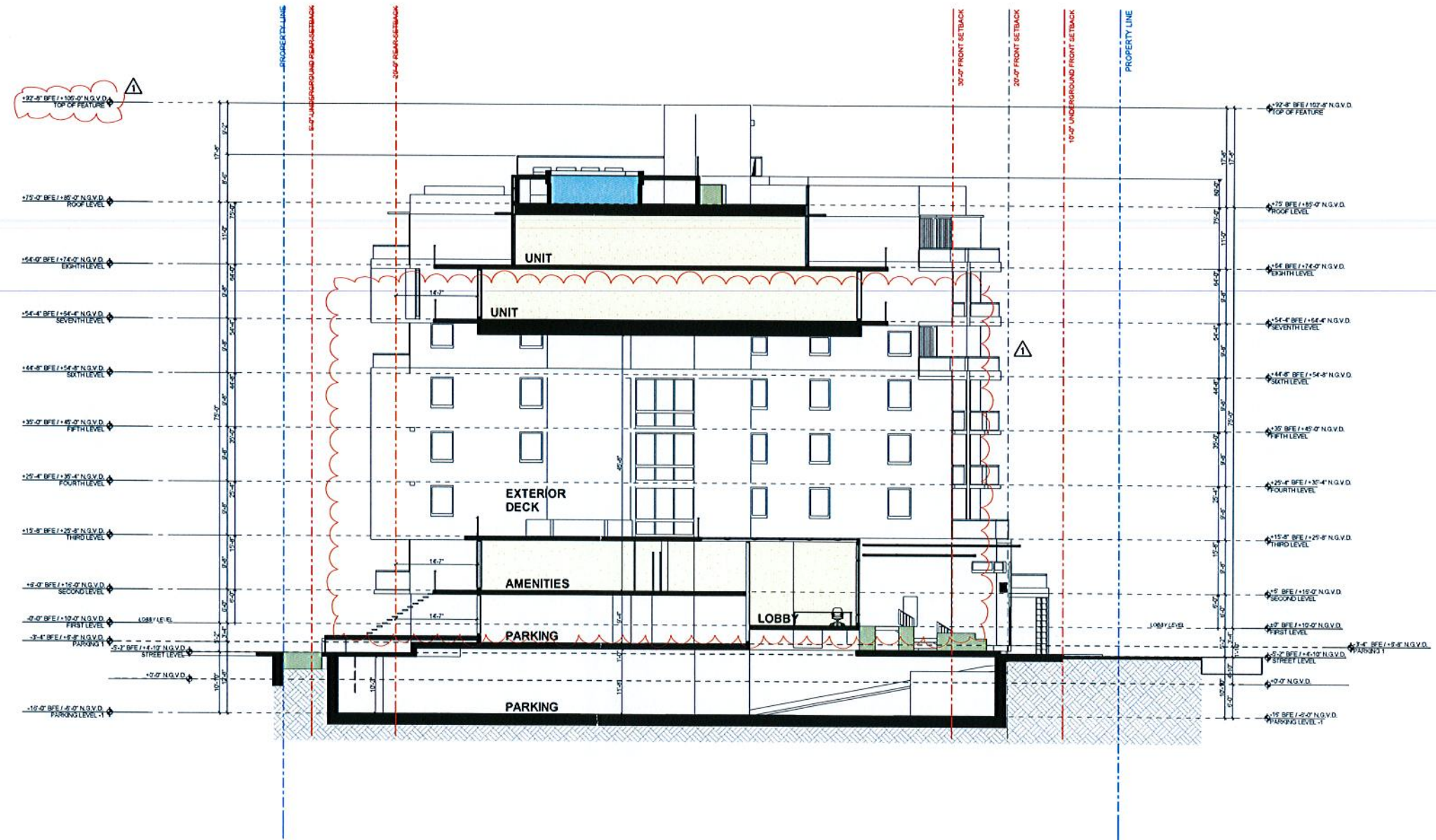
Boole

As Shown

Project No.
4248

1216

A-502



1 N-S SECTION
SCALE: 3/32" = 1'-0"







AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 17.

ITEM: Approval of Change Order # 23 in favor of M&J Construction of Pinellas County Inc., in the amount of \$324,999.87 for increased quantity of spall repairs and extension of contract time on the Intra-Coastal Water Bridge. Enclosed find a copy of the change order and supporting documents.

DESCRIPTION:

The Contractor had originally sought additional time of 252 days to complete the project and associated compensation in the amount of \$618,283.51. Their justification for the claim is articulated in correspondence dated September 9, 2016, a copy of which is attached. The Contractor argued that the significantly increased quantity of spall repairs on the ICW Bridge, affected his ability to perform the painting and grating items of work in accordance with the original schedule.

Staff and the CEI/Design Engineer, Hardesty and Hanover LLP,, convened two meetings with the Contractor to mitigate the costs and reduce the number of additional days required to complete the project.

At the second meeting held on August 23rd 2016, it was agreed as follows:

1. The amount of the compensation would be reduced to around \$325,000.00
2. The number of additional days that will be allowed to complete the project will be 229.

Staff recommends the approval of Change Order number 23, in the amount of \$324,999.87 in favor of M&J Construction, with an associated increase in contract time of 229 calendar days.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Change Order # 23	Change Order 023 - Paint Extra Work.pdf
----	-------------------	---

Change Order

No. 023

Date of Issuance: August 23, 2016

Effective Date: August 23, 2016

Project: Rehabilitation of Broad Causeway Bridges	Owner: Town of Bay Harbor Islands	Owner's Contract No.: BC-142
Contract: FDOT Financial Management Number 436093-1	Date of Contract: Contract Time started February 2, 2015	
Contractor: M&J Construction of Pinellas County, Inc.	Engineer's Project No.: 2286.05	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional Time and Money added to contract as a result of extra work and associated inefficiencies resulting from the extra work.

Attachments (list documents supporting change):

1. Summary Letter from M&J and cost spread sheet; 2. M&J Daily Records of workers;

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 022 :

\$ 2,838,245.75

Contract Price prior to this Change Order:

\$ 14,305,859.93

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 324,999.87

Contract Price incorporating this Change Order:

\$ 14,630,859.80

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 480

Ready for final payment (days or date): 540

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. N/A to No. N/A :

Substantial completion (days): 480

Ready for final payment (days): 540

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 480

Ready for final payment (days ~~or date~~): 540

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days ~~or date~~): 709

Ready for final payment (days ~~or date~~): 769

Contract Times with all approved Change Orders:

Substantial completion (days ~~or date~~): 709

Ready for final payment (days ~~or date~~): 769

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

N/A

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

M & J CONSTRUCTION COMPANY
OF
PINELLAS COUNTY, INC.
809 S. SAFFORD AVE. TARPON SPRINGS, FLORIDA 34689
PHONE (727) 938-6478 FAX (727) 934-4665

Transmittal 217-186

September 9, 2016

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. – Construction Engineer Inspector

Re: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

We are sending you the following items: Via: // FedEx ☒ Email // US Mail // Hand Deliver
☒ Attached ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Copy of Letter

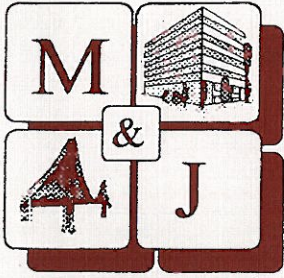
COPIES	DATE	NO.	DESCRIPTION
1	9 Sept 16		Paint Extra Work

THESE ARE TRANSMITTED as checked below:

☒ for approval ☐ Approved as submitted ☐ For your use
☐ As Requested ☐ Returned for corrections

Remarks: _____

Signed : Jose L. Gonzalez NAME: Jose L. Gonzalez – Project Engineer



M&J Construction Company of Pinellas County, Inc.

P.O. Box 698 / 809 S. Safford Ave., Tarpon Springs, FL 34688-0698 (727) 938-6478 Fax (727) 934-4665

Email: mjconstruction@mjconstruction.net

September 9, 2016

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E.- Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Paint Extra Work

Dear Mr. Banz,

On February 2, 2015 M&J expressed concern about the amount of delaminated and unsound material in the first cap on bent 2 that was being repaired and requested a field visit to identify if shoring would be required. This condition was found on bent 3 and 4 as well. After moving past these locations, while submitting proper shoring procedures, similar conditions were discovered on the east side with bent 23 through 30. On March 26, 2015 a Temporary Suspension was issued until the condition could be fully identified and quantified. This suspension included change order for eight initial bent caps and time would be addressed at a later date when the magnitude was known. The other part of the direction included T&M repairs on the H-Pile piling that was found to be extremely deteriorated after they were exposed from column demolition. On April 3, 2015 the Suspension was lifted and the work on spall repair was resumed. During this timeframe and throughout the cap and h-pile repairs, our intended sequence and efficiency were significantly impacted resulting in additional cost, most notably the painting & grating operations.

The paint for the project was planned to be in phases on the bascule as they were simultaneously painting on the approach spans. The approach spans were no longer available due to temporary shoring and inability to erect containment due to spall repair operations. M&J redirected the paint operation to fully blast and prime the bascule leafs and machinery rooms and touchups would be performed at a later date. This was required as a demobe was not possible based on the work that needed to be completed as steel repairs and equipment installations required addressing. After the initial blast and prime of the movable sections M&J was able to move to spans 1-9. During this time other issues arose.

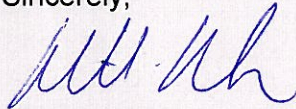


Upon completion of spans 1-9, repairs were still being performed on bent caps from span 26 through 30. This required M&J to "short-rig" the containment and again become less efficient. The short rigging was performed and the rest of the containment was completed after cap 30 was completed on February 11, 2016.

M&J has taken into account all known extras and inefficiencies and is able to back up the request of 200 contract days from 8/23/16 to add to the project. This is solely based on the additional days for bent cap and H-pile repairs.

Please see attached pricing for the above. M&J certifies that this claim is fair and accurate to the best of its knowledge and is open to any questions of the above.

Sincerely,



William Wilson
Project Manager
M&J CONSTRUCTION COMPANY

Town Of Bay Harbor Islands
Broad Causeway Rehabilitation
Contract No. BC-142

M&J Construction Company of Pinellas County, Inc

5/12/2016

Paint Extra Work Throughout Project

LABOR:		Base Rate	Reg Hrs	OT Hrs	Reg wages	OT Wages	Total Wages	Burden	Total Cost
Contain Touchup East Leaf									
Foreman	1	\$ 55.00	50.00		\$ 2,750.00	-	\$ 2,750.00	\$ 922.35	\$ 3,672.35
QC Manager	1	\$ 40.00	30.00		\$ 1,200.00	-	\$ 1,200.00	\$ 402.48	\$ 1,602.48
Painter Blaster	2	\$ 55.00	100.00		\$ 5,500.00		\$ 5,500.00	\$ 2,779.70	\$ 8,279.70
Laborer Paint	2	\$ 35.00	100.00		\$ 3,500.00		\$ 3,500.00	\$ 1,768.90	\$ 5,268.90
Contain Touchup West Leaf									
Foreman	1	\$ 55.00	50.00		\$ 2,750.00	-	\$ 2,750.00	\$ 922.35	\$ 3,672.35
QC Manager	1	\$ 40.00	30.00		\$ 1,200.00	-	\$ 1,200.00	\$ 402.48	\$ 1,602.48
Painter Blaster	2	\$ 55.00	100.00		\$ 5,500.00		\$ 5,500.00	\$ 2,779.70	\$ 8,279.70
Laborer Paint	2	\$ 35.00	100.00		\$ 3,500.00		\$ 3,500.00	\$ 1,768.90	\$ 5,268.90
Contain Touchup Machinery Rooms									
Foreman	1	\$ 55.00	40.00		\$ 2,200.00	-	\$ 2,200.00	\$ 737.88	\$ 2,937.88
QC Manager	1	\$ 40.00	40.00		\$ 1,600.00	-	\$ 1,600.00	\$ 536.64	\$ 2,136.64
Painter Blaster	2	\$ 55.00	80.00		\$ 4,400.00		\$ 4,400.00	\$ 2,223.76	\$ 6,623.76
Laborer Paint	2	\$ 35.00	80.00		\$ 2,800.00		\$ 2,800.00	\$ 1,415.12	\$ 4,215.12
Short Rig East side due to Scope Growth									
QC Manager	1	\$ 40.00	57.00		\$ 2,280.00	-	\$ 2,280.00	\$ 764.71	\$ 3,044.71
Painter Blaster	2	\$ 55.00	107.00		\$ 5,885.00		\$ 5,885.00	\$ 2,974.28	\$ 8,859.28
Laborer Paint	2	\$ 35.00	117.50		\$ 4,112.50		\$ 4,112.50	\$ 2,078.46	\$ 6,190.96
CP Specialist Extra Time	1								\$ 12,800.00

1081.50

Total Labor

\$ 84,455.21

EQUIPMENT:		Equip. Rate	Oper. Rate	Total Rate	Reg. Hrs.	Total Cost
F-250	2			\$ 23.88	50.00	\$ 1,194.00
Forklift				\$ 48.90	50.00	\$ 2,445.00
Dust Collector / Recycler				\$ 170.45	140.00	\$ 23,863.00
1600 CFM Compressor				\$ 111.69	153.00	\$ 17,088.57

vacuum	\$ 120.00	170.00	\$ 20,400.00
Push Boat	\$ 21.04	50.00	\$ 1,052.00
375 Compressor	\$ 30.40	20.00	\$ 608.00

Total Equipment \$ 66,650.57

MATERIALS:	Unit Price	No. Required	Sub Total	Sales Tax	Freight	Total Cost
STS	2.5	1081.50	2703.75	\$189.26		\$2,893.01
Steel Grit	800	2.00	1600	\$112.00		\$1,712.00
Fuel	3.5	500	\$1,750.00	\$122.50		\$1,872.50
Waste	400	5	\$2,000.00	\$140.00		\$2,140.00
Lodging	2000	2	\$4,000.00	\$280.00		\$4,280.00

Total Materials \$12,897.51

MARKUP:

	Cost	Markup %	Markup	Total Cost
Labor	\$ 84,455.21	17.50%	\$14,779.66	\$ 99,234.87
Equipment	\$ 66,650.57	17.50%	\$11,663.85	\$ 78,314.42
Materials	\$12,897.51	17.50%	\$2,257.06	\$ 15,154.58
SubTotal				\$ 192,703.87

MOT for 200 days 200 661.4800 \$ 132,296.00

Total	\$ 324,999.87
--------------	----------------------

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Tuesday_____

3/3/2015

Weather _____

Cost Code	101-1 Mobilization	Spall Repair							Total Mhrs
		12.5							12.5
		12.0							12.0
		12.0							12.0
		12.0							12.0
		12.0							12.0
		12.0							12.0
		12.0							12.0
		12.0							12.0
		12.0							12.0
									0.0
									0.0
									0.0

Name
Edwardo Mata
Jose Jarqin
Eloy Cortez
Telmo Jara
Osveil Aguilar
Chris Joseph
Ricky Himes
Buck Blackburn
Julio Trana

Demo bent 2

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____Wednesday____

3/4/2015

Weather _____

Name
Edwardo Mata
Jose Jarqin
Eloy Cortez
Telmo Jara
Osveil Agular
Chris Joseph
Ricky Himes
Buck Blackburn
Julio Trana

Cost Code	101-1 Mobilization	Spall Repair							
		10.5							10.5
		10.0							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0

Total
Mhrs

Demo bent 2.

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____Thursday____

3/5/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair							
Edwardo Mata		11.5							11.5
Jose Jarqin		11.0							11.0
Eloy Cortez		11.0							11.0
Telmo Jara		11.0							11.0
Osveil Aguilar		11.0							11.0
Chris Joseph		11.0							11.0
Ricky Himes		11.0							11.0
Buck Blackburn		11.0							11.0
Julio Trana		11.0							11.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0

Complete demo bent 2

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day __Friday__

3/6/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair							
Edwardo Mata		10.5							10.5
Jose Jarqin		10.0							10.0
Eloy Cortez		10.0							10.0
Telmo Jara		10.0							10.0
Osveil Agular		10.0							10.0
Chris Joseph		10.0							10.0
Ricky Himes		10.0							10.0
Buck Blackburn		10.0							10.0
Julio Trana		10.0							10.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0

demo bent 3

Job Number: Bay Harbor

M&J Construction Company
of Pinellas County Inc.

Day _____Monday__

3/23/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Edwardo Mata		12.0							12.0
Elmer Martinez		11.5							11.5
Buck Blackburn		11.5							11.5
Telmo Jara		11.5							11.5
Alejo Jarquine		11.5							11.5
Jose Lejon		11.5							11.5
									0.0
Julio Trana		11.0							11.0
Eloy Cortez		10.5							10.5
Jose Jarquine		10.5							10.5
Osveil Agular		10.5							10.5
Chris Joseph		10.5							10.5



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Tuesday_____

3/24/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Edwardo Mata		10.5							10.5
Elmer Martinez		10.0							10.0
Buck Blackburn		10.0							10.0
Telmo Jara		10.0							10.0
Alejo Jarquine		10.0							10.0
Jose Lejon		10.0							10.0
									0.0
Julio Trana		10.5							10.5
Eloy Cortez		10.0							10.0
Jose Jarquine		10.0							10.0
Osveil Agular									0.0
Chris Joseph		10.0							10.0

Demo bent 2

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____Wednesday____

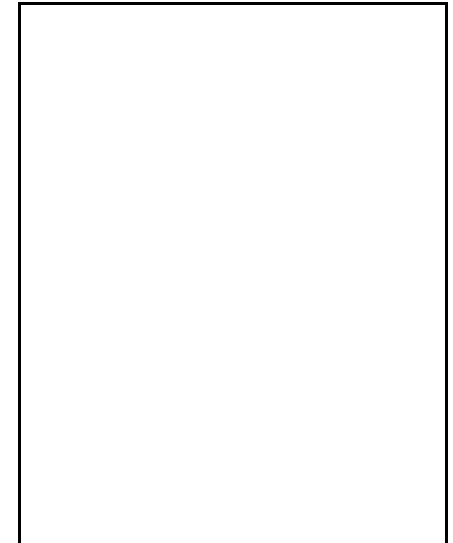
3/25/2015

Weather _____

Name
Edwardo Mata
Elmer Martinez
Buck Blackburn
Telmo Jara
Alejo Jarquine
Jose Lejon
Julio Trana
Eloy Cortez
Jose Jarquine
Osveil Agular
Chris Joseph
Ricky Himes

Cost Code	101-1 Mobilization	Spall Repair	Columns						
		8.5							8.5
		8.0							8.0
		8.0							8.0
		8.0							8.0
		8.0							8.0
		8.0							8.0
									0.0
		4.0	4.5						8.5
		4.0	4.0						8.0
		4.0	4.0						8.0
		4.0	4.0						8.0
		4.0	4.0						8.0
		4.0	4.0						8.0
									0.0

Total
Mhrs



Job Number: _____

M&J Construction Company

of Pinellas County Inc.

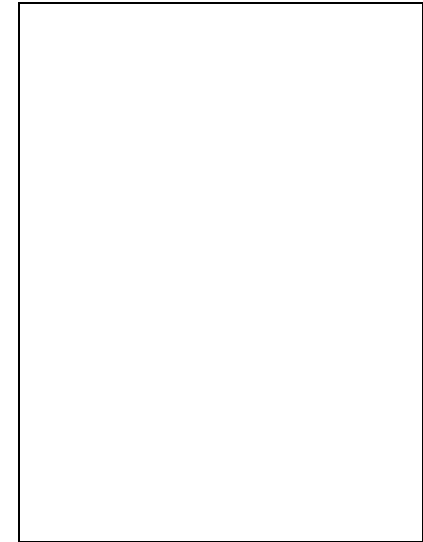
Day ____Thursday____

3/26/2015

Weather _____

Name
Edwardo Mata
Elmer Martinez
Buck Blackburn
Telmo Jara
Alejo Jarquine
Jose Lejon
Julio Trana
Eloy Cortez
Jose Jarquine
Osveil Agular
Chris Joseph
Ricky Himes

Cost Code	101-1 Mobilization	Spall Repair	Columns					Total Mhrs
		8.0						8.0
		8.0						8.0
								0.0
		8.0						8.0
		8.0						8.0
		8.0						8.0
								0.0
			8.5					8.5
			8.5					8.5
			8.5					8.5
			8.5					8.5
			8.5					8.5
								0.0
								0.0
								0.0
								0.0



Job Number: _____

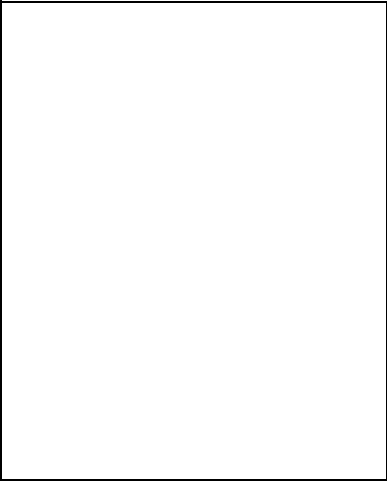
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

3/27/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Edwardo Mata		8.0							8.0
Elmer Martinez		8.0							8.0
Buck Blackburn		8.0							8.0
Telmo Jara		8.0							8.0
Alejo Jarquine		8.0							8.0
Jose Lejon		8.0							8.0
									0.0
Julio Trana			8.0						8.0
Eloy Cortez			8.0						8.0
Jose Jarquine			8.0						8.0
Osveil Agular			8.0						8.0
Chris Joseph			8.0						8.0
Ricky Himes			8.0						8.0
									0.0
									0.0
									0.0
									0.0
									0.0



Job Number: _____

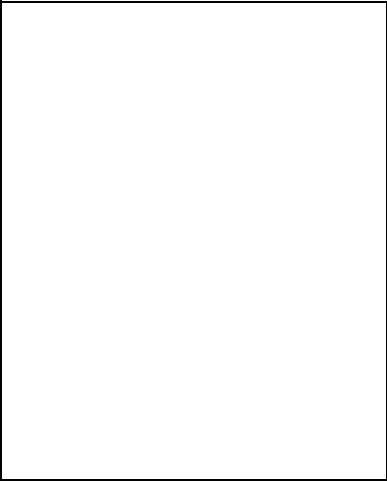
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

4/24/2015

Weather _____

Name	Cost Code	101-1	Mobilization	Spall Repair	Columns					Total
										Mhrs
Eduardo Mata				12.0						12.0
Elmer Martinez				10.0						10.0
David Torres				10.0						10.0
Telmo Jara				10.0						10.0
Juan Rodrigez				10.0						10.0
Jose Lejon				10.0						10.0
										0.0
Julio Trana					12.0					12.0
Eloy Cortez					10.0					10.0
Jose Jarquine					10.0					10.0
Daniel Ferra Himenez					10.0					10.0
Chris Joseph					10.0					10.0
Buck Blackburn					10.0					10.0
										0.0
										0.0
										0.0
										0.0
										0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Saturday_____

4/25/2015

Weather :

Name
Edwardo Mata
Elmer Martinez
David Torres
Telmo Jara
Juan Rodrigez
Jose Lejon
Julio Trana
Eloy Cortez
Jose Jarquine
Daniel Ferra Himenez
Chris Joseph
Buck Blackburn

Cost Code	101-1 Mobilization	Spall Repair	Columns						
		12.0							12.0
		9.0							9.0
		9.0							9.0
		11.0							11.0
		9.0							9.0
		9.0							9.0
									0.0
		12.0							12.0
		11.0							11.0
		11.0							11.0
		9.0							9.0
		9.0							9.0
		9.0							9.0

Total
Mhrs

Notes:

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Saturday_____

5/2/2015

Weather :

Cost Code	101-1 Mobilization	Spall Repair	Columns							Total Mhrs

Name
Edwardo Mata
Ernesto Ruiz
David Torres
Telmo Jara
Juan Rodrigez
Carlos Bernal Silva
Julio Trana
Eloy Cortez
Jose Jarquine
Daniel Ferra Himenez
Chris Joseph
Buck Blackburn

	9.5							9.5
								0.0
	9.0							9.0
	9.0							9.0
	9.0							9.0
								0.0
								0.0
	9.5							9.5
	9.0							9.0
								0.0
								0.0
								0.0
	9.0							9.0

Notes:

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

5/6/2015

Weather _____

[illegible]

QTY Installed

--	--	--	--	--	--	--	--

--

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____Thursday____

5/7/2015

Weather _____

[illegible]

QTY Installed

--	--	--	--	--	--	--	--

Job Number: _____

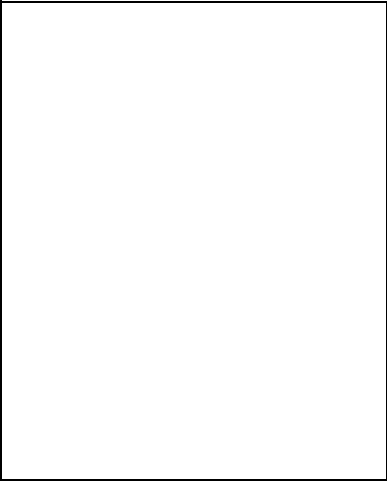
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

5/8/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Eduardo Mata			8.5						8.5
Ernesto Ruiz			8.0						8.0
David Torres			8.0						8.0
Telmo Jara			8.0						8.0
Juan Rodrigez			8.0						8.0
William Rodcio			8.0						8.0
									0.0
Julio Trana		8.5							8.5
Eloy Cortez		8.0							8.0
Jose Jarquine		8.0							8.0
Daniel Ferra Himenez		8.0							8.0
Chris Joseph		8.0							8.0
Buck Blackburn		8.0							8.0
									0.0
									0.0
									0.0
									0.0
									0.0



Job Number: Bay Harbor

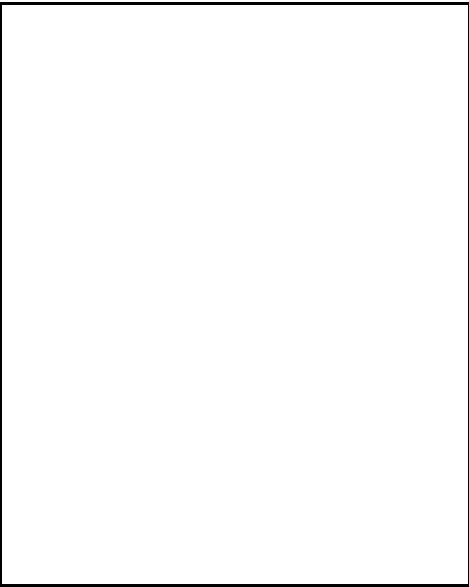
M&J Construction Company
of Pinellas County Inc.

Day _____Monday__

5/11/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Edwardo Mata			11.5						11.5
Ernesto Ruiz			11.0						11.0
David Torres			11.0						11.0
Telmo Jara			11.0						11.0
Juan Rodrigez			11.0						11.0
William Rodcio			11.0						11.0
									0.0
Julio Trana		11.5							11.5
Eloy Cortez		11.0							11.0
Jose Jarquine		11.0							11.0
Daniel Ferra Himenez		11.0							11.0
Chris Joseph		11.0							11.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

5/13/2015

Weather _____

[illegible]

QTY Installed

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Job Number: Bay Harbor

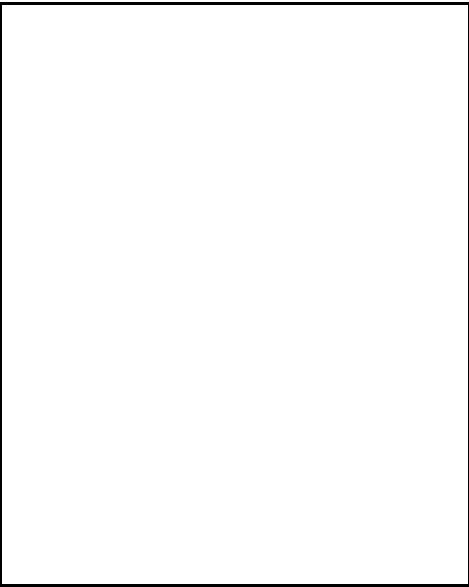
M&J Construction Company
of Pinellas County Inc.

Day _____Monday__

5/18/2015

Weather _____

Name	Cost Code	101-1 Mobilization							Total Mhrs
		Spall Repair	Columns						
Edwardo Mata		10.5						10.5	
Ernesto Ruiz		10.0						10.0	
David Torres		10.0						10.0	
Telmo Jara		10.0						10.0	
Juan Rodrigez		10.0						10.0	
William Rodcio		10.0						10.0	
								0.0	
Julio Trana			10.5					10.5	
Eloy Cortez			10.0					10.0	
Jose Jarquine			10.0					10.0	
Daniel Ferra Himenez			10.0					10.0	
Chris Joseph								0.0	



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Tuesday_____

5/19/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Edwardo Mata			10.5						10.5
Ernesto Ruiz			10.0						10.0
David Torres			10.0						10.0
Telmo Jara			10.0						10.0
Juan Rodrigez			10.0						10.0
William Rodcio			10.0						10.0
									0.0
Julio Trana		10.5							10.5
Eloy Cortez		10.0							10.0
Jose Jarquine		10.0							10.0
Daniel Ferra Himenez		10.0							10.0
Chris Joseph		10.0							10.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

5/20/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

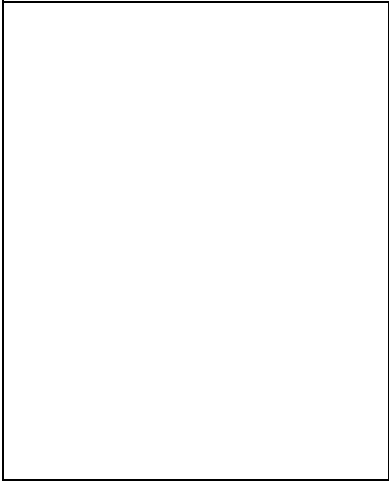
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

5/22/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns						
Eduardo Mata			9.5						9.5
Ernesto Ruiz			9.0						9.0
David Torres			9.0						9.0
Telmo Jara			9.0						9.0
Juan Rodrigez			9.0						9.0
William Rodcio			9.0						9.0
									0.0
Julio Trana		9.5							9.5
Eloy Cortez		9.0							9.0
Jose Jarquine		9.0							9.0
Daniel Ferra Himenez		9.0							9.0
Chris Joseph		9.0							9.0
Buck Blackburn									0.0
									0.0
									0.0
									0.0
									0.0
									0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

5/27/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

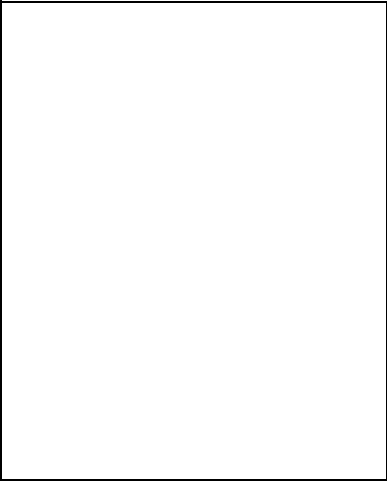
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

5/29/2015

Weather _____

Name	Cost Code	101-1	Mobilization	Spall Repair	Columns	Metalizing	Overhans				Total
											Mhrs
Eduardo Mata				10.5							10.5
Ernesto Ruiz				10.0							10.0
David Torres				10.0							10.0
Telmo Jara				10.0							10.0
Juan Rodrigez				10.0							10.0
William Rodcio				10.0							10.0
											0.0
Julio Trana				10.5							10.5
Eloy Cortez				10.0							10.0
Jose Jarquine				10.0							10.0
Daniel Ferra Himenez				10.0							10.0
Chris Joseph				10.0							10.0
Buck Blackburn				10.0							10.0
											0.0
											0.0
											0.0
											0.0
											0.0



Job Number: _____

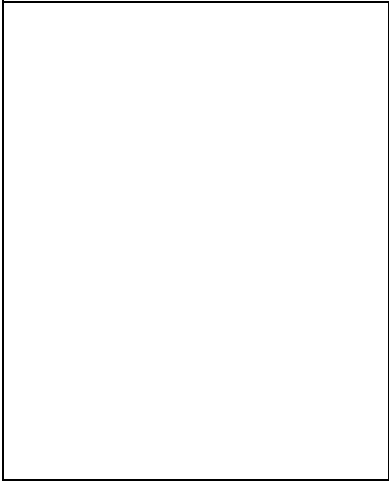
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

6/5/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhans				
Eduardo Mata		10.5							10.5
Robert Bell		10.0							10.0
David Torres		10.0							10.0
Telmo Jara		10.0							10.0
Juan Rodrigez		10.0							10.0
William Rodcio		10.0							10.0
									0.0
Julio Trana			10.5						10.5
Eloy Cortez			10.0						10.0
Jose Jarquine			10.0						10.0
Daniel Ferra Himenez			10.0						10.0
Chris Joseph			10.0						10.0
Buck Blackburn			10.0						10.0
									0.0
									0.0
									0.0
									0.0
									0.0



Day _____ Wednesday_____

6/10/2015

Weather

[illegible]

QTY Installed

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Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____ Thursday ____

6/11/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

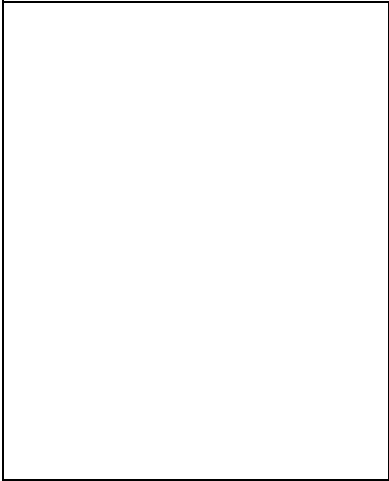
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

6/12/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhans	Painting			
Eduardo Mata		10.5							10.5
Robert Bell									0.0
David Torres		10.0							10.0
Telmo Jara		10.0							10.0
Juan Rodrigez		10.0							10.0
William Rodcio		10.0							10.0
									0.0
Julio Trana			10.5						10.5
Eloy Cortez			10.0						10.0
Jose Jarquine			10.0						10.0
Buck Blackburn			10.0						10.0
Chris Joseph			10.0						10.0
									0.0
Gudelupe Cabrera						8.0			8.0
Steven Triveno						8.0			8.0
									0.0
									0.0
									0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Saturday_____

6/13/2015

Weather :

[illegible]

QTY Installed

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Notes:

M&J Construction Company
of Pinellas County Inc.

6/15/2015

Weather _____

Name	Cost Code	101-1	Spall Repair	Columns	Metalizing	Overhangs	Painting		Total
		Mobilization							Mhrs
Edwardo Mata			9.5						18.5
Robert Bell			9.0						9.0
David Torres			9.0						9.0
Telmo Jara			9.0						9.0
Juan Rodrigez			9.0						9.0
William Rodcio			9.0						9.0
									0.0
Julio Trana			9.5						9.5
Eloy Cortez			9.0						9.0
Jose Jarquine			9.0						9.0
Buck Blackburn			9.0						9.0
Chris Joseph			9.0						9.0

[illegible]

Job Number: _____

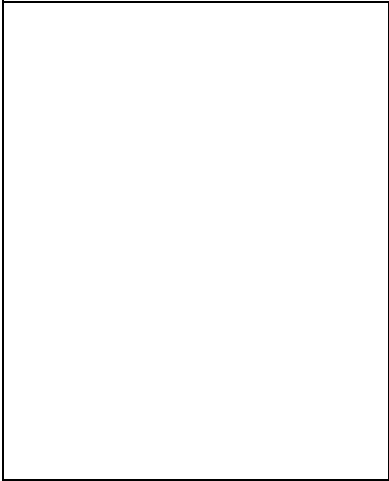
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

6/19/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhans	Painting			
Eduardo Mata			8.5						8.5
Robert Bell					8.0				8.0
David Torres					8.0				8.0
Telmo Jara			8.0						8.0
Juan Rodrigez			8.0						8.0
William Rodcio			8.0						8.0
									0.0
Julio Trana		8.5							8.5
Eloy Cortez		8.0							8.0
Jose Jarquine		8.0							8.0
Buck Blackburn		8.0							8.0
Chris Joseph		8.0							8.0
									0.0
Gudelupe Cabrera		8.0							8.0
Steven Triveno			8.0						8.0
									0.0
									0.0
									0.0



Job Number: _____

M&J Construction Company

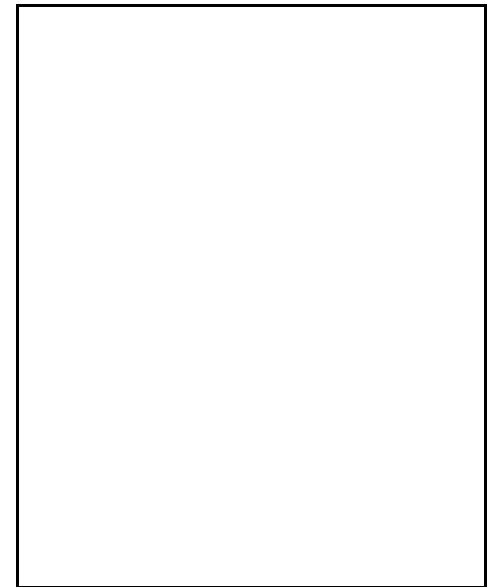
of Pinellas County Inc.

Day _Tuesday_____

6/23/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhangs	Painting			
Edwardo Mata			9.0						9.0
Robert Bell					8.5				8.5
David Torres					8.5				8.5
Telmo Jara			8.5						8.5
Juan Rodrigez			8.5						8.5
William Rodcio			8.5						8.5
									0.0
Julio Trana		9.0							9.0
Eloy Cortez		8.5							8.5
Jose Jarquine		8.5							8.5
Buck Blackburn		8.5							8.5
Chris Joseph		8.5				4.5			13.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

6/24/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

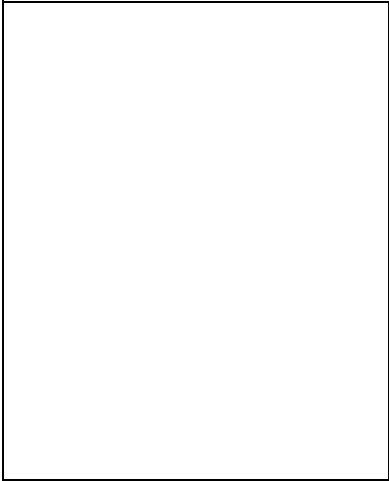
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

6/26/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhans	Painting			
Eduardo Mata			8.0						8.0
Robert Bell					8.0				8.0
David Torres					8.0				8.0
Telmo Jara			8.0						8.0
Juan Rodrigez			8.0						8.0
William Rodcio			8.0						8.0
									0.0
Julio Trana		8.5							8.5
Eloy Cortez		8.0							8.0
Jose Jarquine		8.0							8.0
Buck Blackburn									0.0
Chris Joseph						7.0			7.0
									0.0
Gudelupe Cabrera						8.0			8.0
Steven Triveno						8.0			8.0
									0.0
									0.0
									0.0



Job Number: _____

M&J Construction Company

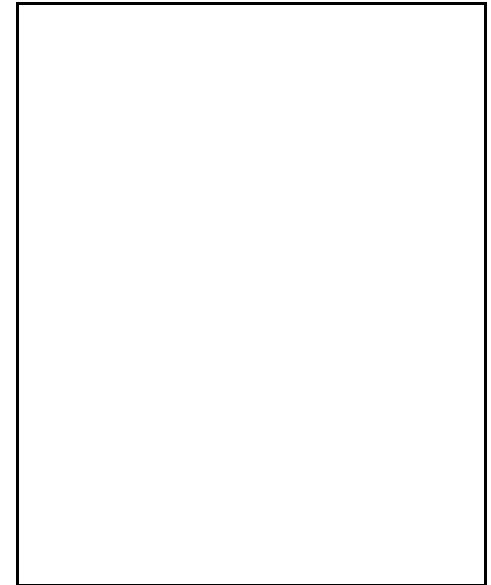
of Pinellas County Inc.

Day _Tuesday_____

6/30/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhangs	Painting			
Edwardo Mata		11.0							11.0
Robert Bell		6.0							6.0
David Torres		10.5							10.5
Telmo Jara		10.5							10.5
Juan Rodrigez		10.5							10.5
William Rodcio		10.5							10.5
									0.0
Julio Trana			11.0						11.0
Eloy Cortez			10.5						10.5
Jose Jarquine			10.5						10.5
Buck Blackburn			10.5						10.5
Chris Joseph			10.5						10.5



Day _____ Wednesday_____

7/1/2015

Weather

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Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____ Thursday ____

7/2/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

M&J Construction Company

of Pinellas County Inc.

Day _Tuesday_____

7/14/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhangs	Painting			
Edwardo Mata		9.5							9.5
Robert Bell		9.0							9.0
David Torres		9.0							9.0
Telmo Jara		9.0							9.0
Juan Rodrigez		9.0							9.0
William Rodcio									0.0
									0.0
Julio Trana		9.5							9.5
Eloy Cortez		9.0							9.0
Jose Jarquine		9.0							9.0
Buck Blackburn		5.0							5.0
Chris Joseph		9.0							9.0

Buck Blackburn quite the project.

Job Number: _____

M&J Construction Company
of Pinellas County Inc.

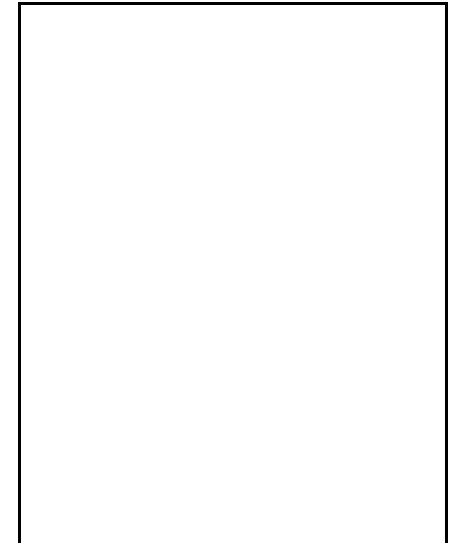
Day ____Wednesday____

7/15/2015

Weather _____

Name
Edwardo Mata
Robert Bell
David Torres
Telmo Jara
Juan Rodrigez
William Rodcio
Julio Trana
Eloy Cortez
Jose Jarquine
Buck Blackburn
Chris Joseph

Cost Code	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhangs	Painting			Total Mhrs
		7.5							7.5
									0.0
		7.0							7.0
		7.0							7.0
		7.0							7.0
		7.0							7.0
									0.0
		7.5							7.5
		7.0							7.0
		7.0							7.0
									0.0
		7.0							7.0
									0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____Thursday____

7/16/2015

Weather _____

[illegible]

QTY Installed

Job Number: _____

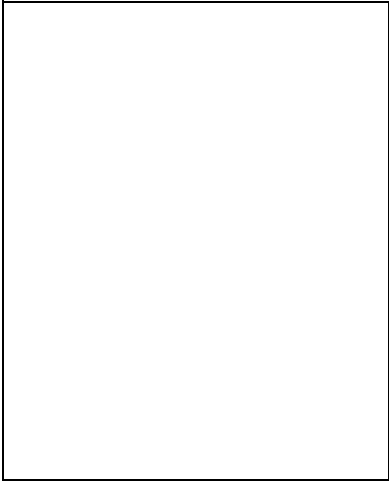
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

7/17/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhans	Painting	Bullet Rail		
Edwardo Mata							10.5		10.5
Robert Bell							10.0		10.0
David Torres							10.0		10.0
Telmo Jara							10.0		10.0
Juan Rodrigez							10.0		10.0
William Rodcio							10.0		10.0
									0.0
Julio Trana		10.5							10.5
Eloy Cortez		10.0							10.0
Jose Jarquine		10.0							10.0
Buck Blackburn									0.0
Chris Joseph		10.0							10.0
									0.0
Gudelupe Cabrera									0.0
Steven Triveno									0.0
									0.0
									0.0
									0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _Saturday_____

7/18/2015

Weather :

[illegible]

QTY Installed

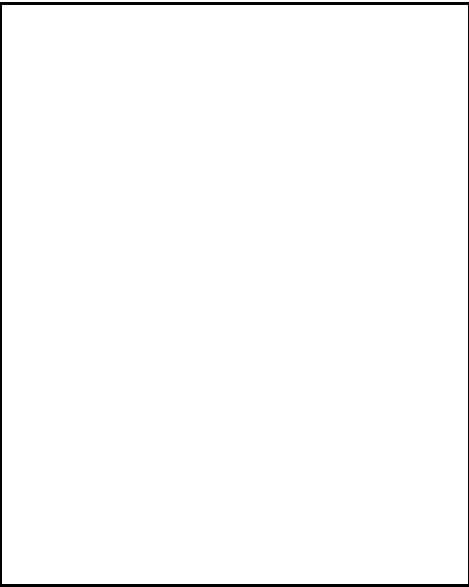
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Notes:

M&J Construction Company
of Pinellas County Inc.

Name
Eduardo Mata
Telmo Jara
David Torres
Juan Rodrigez
William Rodcio
Julio Trana
Chris Joseph
Eloy Cortez
Jose Jarquine
Julio Trana jr

Cost Code	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhangs	Painting	Endwalls	Guard Rails	Total Mhrs
		10.5							10.0
		10.0							10.0
		10.0							10.0
		10.0							10.0
									0.0
									0.0
		10.5							10.5
		10.0							10.0
		10.0							10.0
		10.0							10.0
									0.0
									0.0



Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day _____ Wednesday_____

7/22/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

M&J Construction Company
of Pinellas County Inc.

Day ____ Thursday ____

7/23/2015

Weather _____

[illegible]

QTY Installed

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Job Number: _____

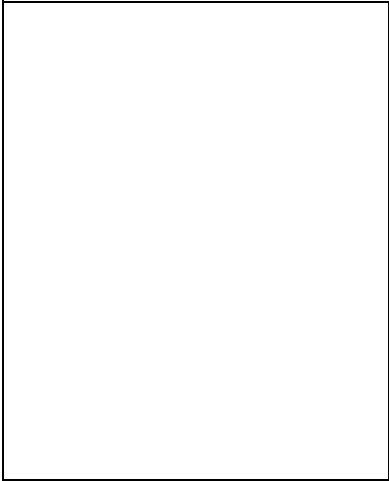
M&J Construction Company
of Pinellas County Inc.

Day __Friday__

7/24/2015

Weather _____

Name	Cost Code	101-1	Mobilization	Spall Repair	Columns	Metalizing	Overhans	Painting	Bullet Rail	Total
										Mhrs
Eduardo Mata				9.5						9.5
Telmo Jara				9.0						9.0
David Torres				9.0						9.0
Juan Rodrigez				9.0						9.0
William Rodcio				9.0						9.0
										0.0
Julio Trana				9.5						9.5
Chris Joseph				9.0						9.0
Eloy Cortez				9.0						9.0
Jose Jarquine				9.0						9.0
Julio Trana jr				9.0						9.0
										0.0
Gudelupe Cabrera										0.0
Steven Triveno										0.0
										0.0
										0.0
										0.0
										0.0
										0.0



Job Number: Bay Harbor

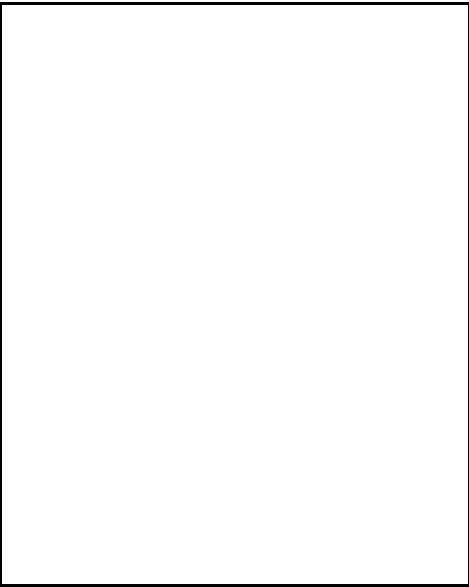
M&J Construction Company
of Pinellas County Inc.

Day _____Tuesday__

8/4/2015

Weather _____

Name	Cost Code								Total Mhrs
	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhang/Endwal _	Painting	Deck Spall Change Order		
Edwardo Mata		10.0							10.0
Telmo Jara		10.0							10.0
David Torres		10.0							10.0
William Rodcio		10.0							10.0
Juan Rodrigez		10.0							10.0
Kaleb							10.0		10.0
Julio Trana							10.0		10.0
Jose Jarquine							10.0		10.0
Eloy Cortez							10.0		10.0
Chris Joseph							10.0		10.0
									0.0
Gudelupe Cabrera									0.0



Job Number: Bay Harbor

M&J Construction Company
of Pinellas County Inc.

Day _____ Thursday _____

8/6/2015

Weather_____

[illegible]

QTY Installed								
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Job Number: Bay Harbor

M&J Construction Company
of Pinellas County Inc.

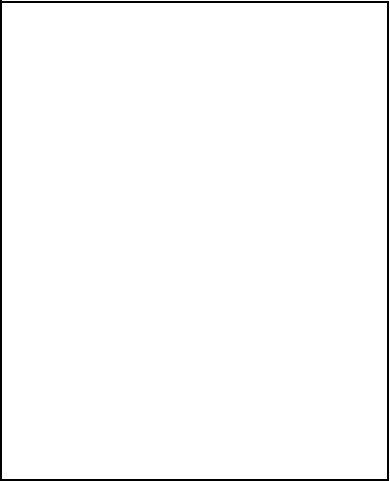
Day _____Monday____

8/7/2015

Weather _____

Name
Eduardo Mata
Telmo Jara
David Torres
William Rodcio
Juan Rodrigez
Kaleb
Julio Trana
Jose Jarquine
Eloy Cortez
Chris Joseph
Gudelupe Cabrera
Steven Triveno

Cost Code	101-1 Mobilization	Spall Repair	Columns	Metalizing	Overhang/Endwal _	Painting	Deck Spall Change Order		Total Mhrs
			8.0						8.0
		8.0							8.0
			8.0						8.0
			8.0						8.0
			8.0						8.0
		8.0							8.0
		8.0							8.0
		8.0							8.0
		8.0							8.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0



Job Number: 217 Bay Harbor

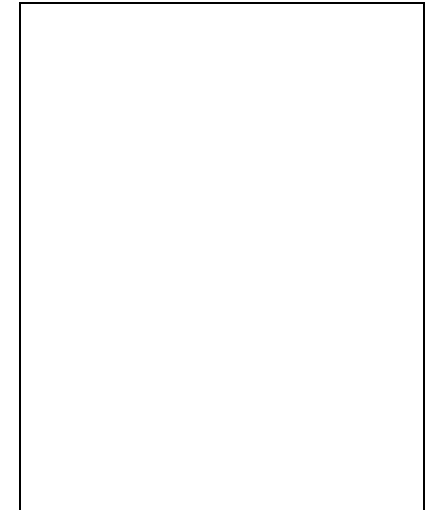
M&J Construction Company
of Pinellas County Inc.

Day Wednesday

Date 8/12/2015

Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	
Edwardo Mata			10.5							10.5
Telmo Jara				11.0						11.0
David Torres			10.5							10.5
William Rodcio			10.5							10.5
Juan Rodrigez			10.5							10.5
Kaleb Wilkes		10.5								10.5
Julio Trana		10.5								10.5
Jose Jarquine		10.5								10.5
Eloy Cortez		10.5								10.5
Chris Joseph				11.0						11.0
Gudelupe Cabrera				11.0						11.0
Steven Triveno				11.0						11.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0



Job Number: 217 Bay Harbor

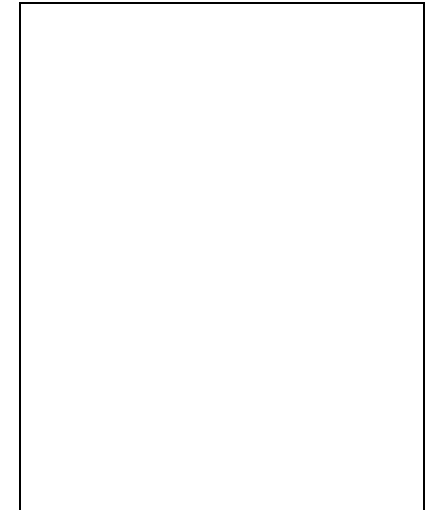
M&J Construction Company
of Pinellas County Inc.

Day Thursday

Date 8/13/2015

Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	
Edwardo Mata		11.5								11.5
Telmo Jara				12.0						12.0
David Torres		11.5								11.5
William Rodcio		11.5								11.5
Juan Rodrigez		11.5								11.5
Kaleb Wilkes				11.5						11.5
Julio Trana				11.5						11.5
Jose Jarquine				11.5						11.5
Eloy Cortez				11.5						11.5
Chris Joseph				12.0						12.0
Gudelupe Cabrera				12.0						12.0
Steven Triveno				12.0						12.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0



M&J Construction Company
of Pinellas County Inc.

Day _____ Fri:

Date 8/14/20

Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	
Eduardo Mata			11.0							11.0
Telmo Jara			11.0							11.0
David Torres			11.0							11.0
William Rodcio			11.0							11.0
Juan Rodrigez			11.0							11.0
Kaleb Wilkes		12.0								12.0
Julio Trana		11.0								11.0
Jose Jarquine		11.0								11.0
Eloy Cortez		11.0								11.0
Chris Joseph				11.5						11.5
Gudelupe Cabrera				11.5						11.5
Steven Triveno				11.5						11.5
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0

M&J Construction Company
of Pinellas County Inc.

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	
Eduardo Mata		11.5								11.5
Telmo Jara		11.0								11.0
David Torres		11.0								11.0
										0.0
Juan Rodriguez		11.0								11.0
Kaleb Wilkes		11.0								11.0
Julio Trana				11.5						11.5
Jose Jarquine		11.0								11.0
Eloy Cortez		11.0								11.0
Chris Joseph				11.0						11.0
Gudelupe Cabrera				11.0						11.0
Steven Triveno				11.0						11.0



Job Number: 217 Bay Harbor

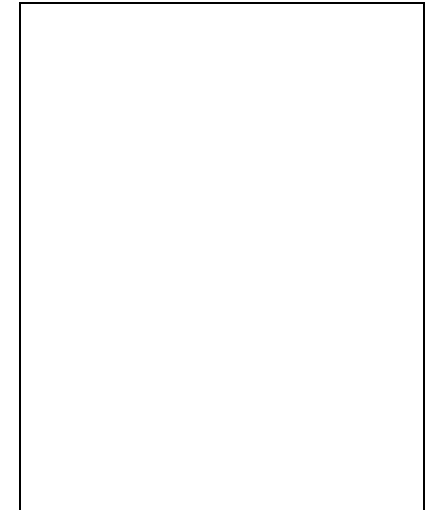
M&J Construction Company
of Pinellas County Inc.

Day Wednesday

Date 8/26/2015

Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	side walk Change order	
Edwardo Mata		9.5								9.5
Telmo Jara		9.0								9.0
David Torres		9.0								9.0
										0.0
Juan Rodrigez		9.0								9.0
Kaleb Wilkes		9.0								9.0
Julio Trana				10.0						10.0
Jose Jarquine		9.0								9.0
Eloy Cortez		9.0								9.0
Chris Joseph				10.0						10.0
Gudelupe Cabrera				8.0						8.0
Steven Triveno				8.0						8.0
										0.0
										0.0
										0.0
										0.0
										0.0



Job Number: 217 Bay Harbor

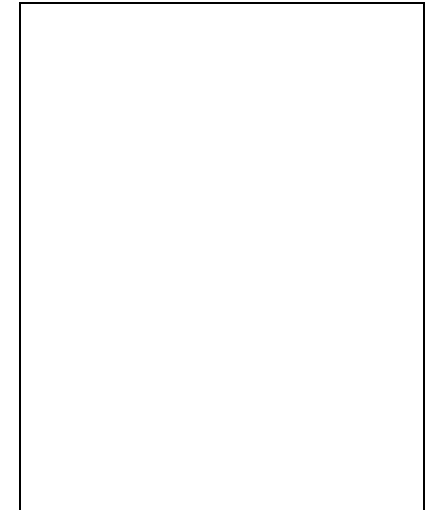
M&J Construction Company
of Pinellas County Inc.

Day Thursday

Date 8/27/2015

Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Side walk Repair Change order	
Edwardo Mata		11.5								11.5
Telmo Jara		11.0								11.0
David Torres		11.0								11.0
										0.0
Juan Rodrigez		11.0								11.0
Kaleb Wilkes		11.0								11.0
Julio Trana				11.5						11.5
Jose Jarquine		11.0								11.0
Eloy Cortez		11.0								11.0
Chris Joseph				11.0						11.0
Gudelupe Cabrera				11.0						11.0
Steven Triveno				11.0						11.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0



M&J Construction Company
of Pinellas County Inc.

Day _____ Fri:

Date 8/28/20

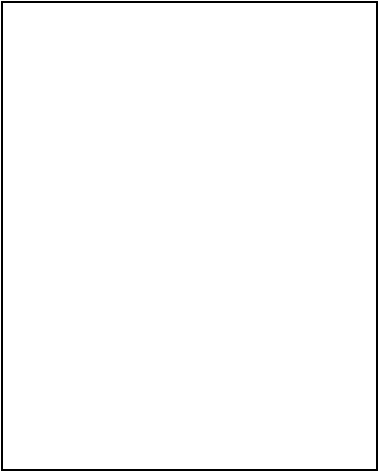
Weather _____

Name	Cost Code									Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	sidewalk Repair Change order	
Eduardo Mata		11.5								11.5
Telmo Jara		11.5								11.5
David Torres		11.5								11.5
										0.0
Juan Rodrigez		11.5								11.5
Kaleb Wilkes		11.5								11.5
Julio Trana		11.5								11.5
Jose Jarquine		11.5								11.5
Eloy Cortez		11.5								11.5
Chris Joseph				11.0						11.0
Gudelupe Cabrera				11.0						11.0
Steven Triveno				11.0						11.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0
										0.0

M&J Construction Company
of Pinellas County Inc.

Day Monday
Date 9/21/2015
Weather _____

Name	Cost Code												Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		
Eduardo Mata		11.5											11.5
Jose Jarquine		11.0											11.0
Eloy Cortez		11.0											11.0
Telmo Jara		11.0											11.0
Juan Rodrigez		11.0											11.0
Larry Medlock		11.0											11.0
Julio Trana				10.5									10.5
Dave Torres				10.5									10.5
Chris Joseph				10.0									10.0
Teddie Douglas				10.0									10.0
Thomas Sopello											10.0		10.0
Anthony Colon											10.0		10.0



M&J Construction Company
of Pinellas County Inc.

Name	Cost Code												Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		
Edwardo Mata		11.5											11.5
Jose Jarquine		11.0											11.0
Eloy Cortez		11.0											11.0
Telmo Jara		11.0											11.0
Juan Rodrigez		11.0											11.0
Larry Medlock		11.0											11.0
Julio Trana				10.5									10.5
Dave Torres				10.5									10.5
Chris Joseph				10.0									10.0
Teddie Douglas				10.0									10.0
Thomas Sopello											10.0		10.0
Anthony Colon											10.0		10.0

M&J Construction Company
of Pinellas County Inc.

Day Wednesday

Date 9/23/2015

Weather _____

[illegible]

Job Number: 217 Bay Harbor

M&J Construction Company

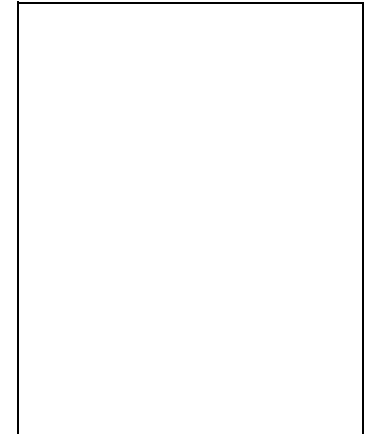
of Pinellas County Inc.

Day Thursday

Date 9/24/2015

Weather _____

Name	Cost Code												Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		
Edwardo Mata		10.5											10.5
Jose Jarquine		10.0											10.0
Eloy Cortez		10.0											10.0
Telmo Jara		10.0											10.0
Juan Rodrigiez		10.0											10.0
Larry Medlock		10.0											10.0
Julio Trana				10.5									10.5
Dave Torres				10.5									10.5
Chris Joseph				10.0									10.0
Teddie Douglas				10.0									10.0
Thomas Sopello													0.0
Anthony Colon											10.0		10.0
Warren Burton											10.0		10.0
Kaleb Wilkes											10.0		10.0
Luis Rubenstein											10.0		10.0
Rubin Trevino													0.0
													0.0
													0.0
													0.0
													0.0
													0.0
													0.0



M&J Construction Company
of Pinellas County Inc.

Name	Cost Code												Total
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		Mhrs
Eduardo Mata		10.5											10.5
Jose Jarquine		10.0											10.0
Eloy Cortez		10.0											10.0
Telmo Jara		10.0											10.0
Juan Rodrigez		10.0											10.0
Larry Medlock		10.0											10.0
Julio Trana				9.5									9.5
Dave Torres				9.5									9.5
Chris Joseph				9.0									9.0
Teddie Douglas				9.0									9.0
Thomas Sopello													0.0
Anthony Colon											10.0		10.0
Warren Burton											10.0		10.0
Kaleb Wilkes											10.0		10.0
Luis Rubenstein													0.0
Rubin Trevino		10.0											10.0
													0.0
													0.0

M&J Construction Company

of Pinellas County Inc.

Day SaturdayDate 9/26/2015

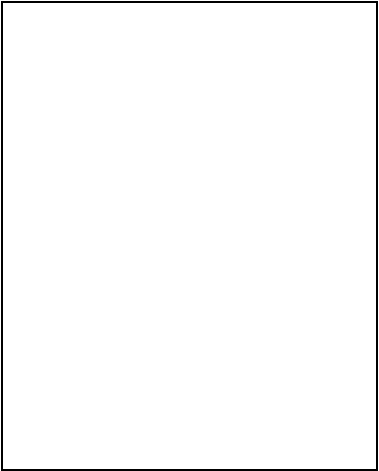
Weather _____

Name	Cost Code												Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang/ Endwall	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		
Edwardo Mata		11.5											11.5
Jose Jarquine		11.5											11.5
Eloy Cortez		11.5											11.5
Telmo Jara		11.5											11.5
Juan Rodriggez		11.5											11.5
Larry Medlock													0.0
Julio Trana				7.0									7.0
Dave Torres				7.0									7.0
Chris Joseph				7.0									7.0
Teddie Douglas													0.0
Thomas Sopello													0.0
Anthony Colon													0.0
Warren Burton													0.0
Kaleb Wilkes		6.0											6.0
Luis Rubenstein													0.0
Rubin Treveno		11.5											11.5
													0.0
													0.0
													0.0
													0.0
													0.0
													0.0

M&J Construction Company
of Pinellas County Inc.

Day Monday
Date 9/28/2015
Weather _____

Name	Cost Code												Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets		
Eduardo Mata		12.0											12.0
Jose Jarquine		12.0											12.0
Eloy Cortez		12.0											12.0
Telmo Jara		12.0											12.0
Juan Rodrigiez		12.0											12.0
Larry Medlock		12.0											12.0
Julio Trana				12.0									12.0
Dave Torres				12.0									12.0
Chris Joseph				12.0									12.0
Teddie Douglas		12.0											12.0
Thomas Sopello													0.0
Anthony Colon											10.0		10.0



M&J Construction Company
of Pinellas County Inc.

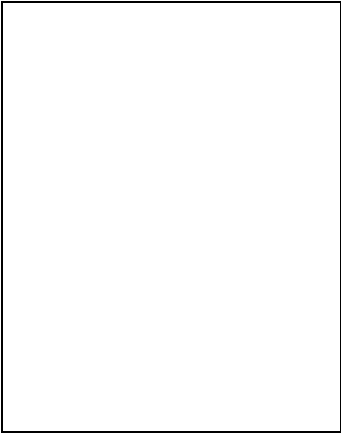
Day Monday

Date 10/26/2015

Weather

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Chris Joseph
Teddie Douglas
Thomas Sopello
Anthony Colon

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		6.0	6.0												12.0
		6.0	6.0												12.0
		6.0	6.0												12.0
		6.0	6.0												12.0
			6.0									6.0			12.0
	4.0		8.0												12.0
				11.0											11.0
				11.0											11.0
				10.0											10.0
		6.0	6.0												12.0
											8.0				8.0
											8.0				8.0



M&J Construction Company of
Pinellas County Inc.

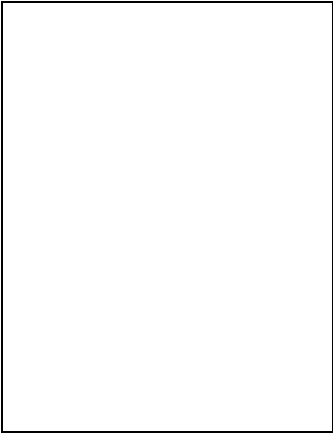
Day Tues

Date 10/27/2

Weather

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Chris Joseph
Teddie Douglas
Thomas Sopello
Anthony Colon

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		13.0													13.0
		12.5													12.5
		12.5													12.5
		12.5													12.5
												12.5			12.5
	6.0	6.0													12.0
				12.0											12.0
				12.0											12.0
				12.0											12.0
				12.0											12.0
			12.0												12.0
			12.0												12.0



M&J Construction Company

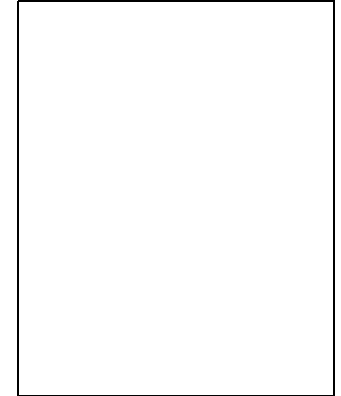
Pinellas County Inc.

of

Day WednesdayDate 10/28/2015

Weather _____

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
Name															
Edwardo Mata		12.5													12.5
Jose Jarquine		12.0													12.0
Eloy Cortez		12.0													12.0
Telmo Jara		12.0													12.0
Juan Rodrigez												10.0			10.0
Larry Medlock	5.0	5.0													10.0
Julio Trana				6.0		6.0									12.0
Dave Torres				6.0		6.0									12.0
Chris Joseph				6.0		6.0									12.0
Teddie Douglas		10.0													10.0
Thomas Sopello			12.0												12.0
Anthony Colon			12.0												12.0
Warren Burton			12.0												12.0
Kaleb Wilkes			12.0												12.0
Alysia Wilson			12.0												12.0
Gus Loor															0.0
Rubin Treveno												10.0			10.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0



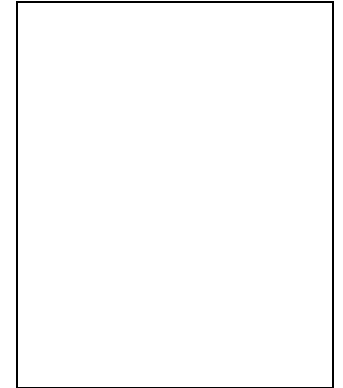
M&J Construction Company

of Pinellas County Inc.

Day ThursdayDate 10/29/2015

Weather _____

	Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
Name																
Edwardo Mata		11.5														11.5
Jose Jarquine													11.0			11.0
Eloy Cortez		11.0														11.0
Telmo Jara		11.0														11.0
Juan Rodriguez		11.0														11.0
Larry Medlock		5.0	6.0													11.0
Julio Trana					9.0											9.0
Dave Torres					9.0											9.0
Chris Joseph					9.0											9.0
Teddie Douglas		10.0														10.0
Thomas Sopello				12.0												12.0
Anthony Colon				12.0												12.0
Warren Burton				12.0												12.0
Kaleb Wilkes				12.0												12.0
Alysia Wilson				12.0												12.0
Gus Loor		10.0														10.0
Rubin Treveno													10.0			10.0
																0.0
																0.0
																0.0
																0.0
																0.0
																0.0



M&J Construction Company
of Pinellas County Inc.

Name	Cost Code														Total
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Mhrs
Edwardo Mata		10.5													10.5
Jose Jarquine		10.0													10.0
Eloy Cortez		10.0													10.0
Telmo Jara		10.0													10.0
Juan Rodrigez												10.0			10.0
Larry Medlock	5.0	5.0													10.0
Julio Trana				11.0											11.0
Dave Torres				11.0											11.0
Chris Joseph				11.0											11.0
Teddie Douglas		10.0													10.0
Thomas Sopello			4.0												4.0
Anthony Colon			4.0												4.0
Warren Burton															0.0
Kaleb Wilkes			4.0												4.0
Alysia Wilson															0.0
Gus Loor		10.0													10.0
Rubin Treveno												5.0			5.0
															0.0

M&J Construction Company
of Pinellas County Inc.

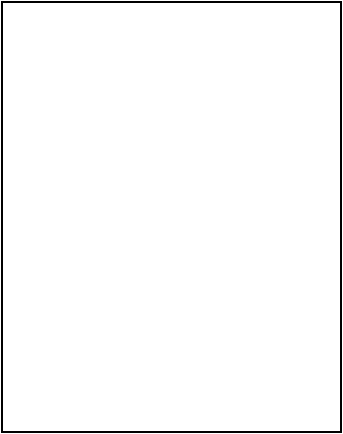
Day Monday

Date 11/02/2015

Weather _____

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Chris Joseph
Teddie Douglas
Thomas Sopello
Anthony Colon

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		10.0													10.0
		9.0													9.0
		9.0													9.0
		9.0													9.0
		9.0													9.0
	5.0	4.0													9.0
				9.0											9.0
				9.0											9.0
				9.0											9.0
		9.0													9.0
											8.0				8.0
											8.0				8.0



M&J Construction Company

of

Pinellas County Inc.

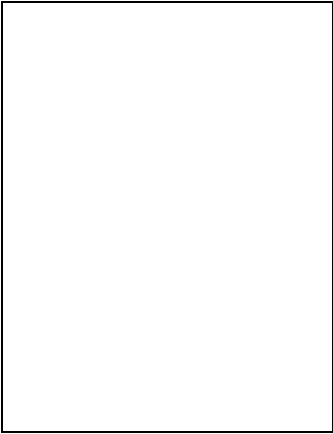
Day Tues

Date 11/03/2

Weather

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Chris Joseph
Teddie Douglas
Thomas Sopello
Anthony Colon

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		12.5													12.5
		12.0													12.0
		12.0													12.0
		12.0													12.0
		12.0													12.0
	6.0	6.0													12.0
				12.0											12.0
				12.0											12.0
				12.0											12.0
		12.0													12.0
											8.0				8.0
											8.0				8.0



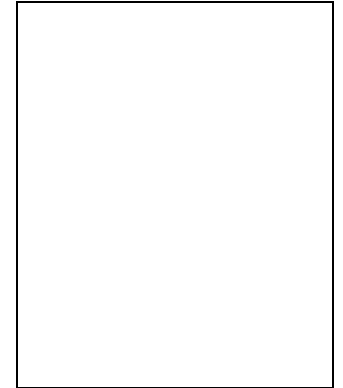
M&J Construction Company

of Pinellas County Inc.

Day ThursdayDate 11/5/2015

Weather _____

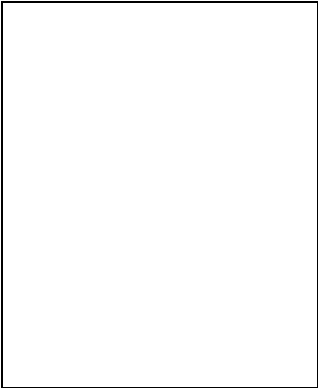
Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	
Edwardo Mata		12.5													12.5
Jose Jarquine		12.0													12.0
Eloy Cortez		12.0													12.0
Telmo Jara		10.0													10.0
Juan Rodriguez		10.0													10.0
Larry Medlock	5.0	5.0													10.0
Julio Trana				12.0											12.0
Dave Torres				12.0											12.0
Chris Joseph				12.0											12.0
Teddie Douglas		10.0													10.0
Thomas Sopello		10.0													10.0
Anthony Colon		10.0													10.0
Warren Burton		10.0													10.0
Kaleb Wilkes		10.0													10.0
Alysia Wilson				10.0											10.0
Gus Loor															0.0
Jorge Diaz		10.0													10.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0



M&J Construction Company
of Pinellas County Inc.

Day Thursday
Date 12/03/2015
Weather _____

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	
Edwardo Mata			12.0												12.0
Jose Jarquine		12.0													12.0
Eloy Cortez		12.0													12.0
Telmo Jara		12.0													12.0
Juan Rodriguez			12.0												12.0
Larry Medlock		12.0													12.0
Julio Trana		12.0													12.0
Dave Torres						12.0									12.0
Jorge Diaz			12.0												12.0
Teddie Douglas		12.0													12.0
Thomas Sopello											10.0				10.0
Anthony Colon											10.0				10.0
Warren Burton											10.0				10.0
Kaleb Wilkes											10.0				10.0
Gus Loor											10.0				10.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0



M&J Construction Company
of Pinellas County Inc.

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Thomas Sopello
Anthony Colon
Warren Burton
Kaleb Wilkes
Gus Loor

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	sub cable	Total Mhrs
			2.0												2.0
			2.0												2.0
			2.0												2.0
			2.0												2.0
											10.0				10.0
		2.0													2.0
		2.0													2.0
						2.0									2.0
		2.0													2.0
		2.0													2.0
											10.0				10.0
											10.0				10.0
											10.0				10.0
											10.0				10.0
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M&J Construction Company
of Pinellas County Inc.

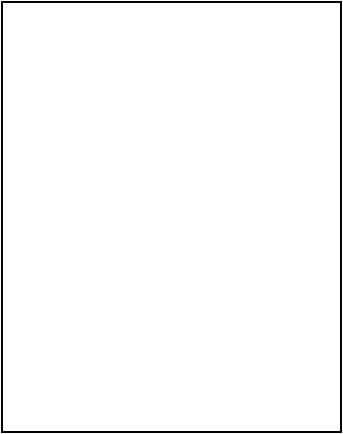
Day Monday

Date 12/14/2015

Weather _____

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Thomas Sopello
Anthony Colon

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		10.0													10.0
			10.0												10.0
			10.0												10.0
			10.0												10.0
											12.0				12.0
		10.0													10.0
			10.0												10.0
		10.0													10.0
		10.0													10.0
			10.0												10.0
											12.0				12.0
											12.0				12.0



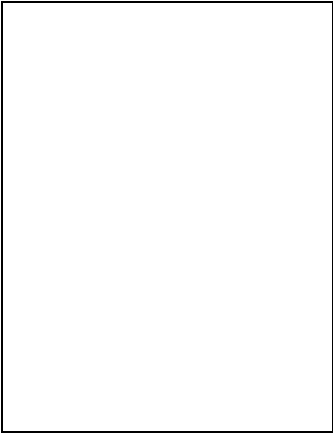
M&J Construction Company of
Pinellas County Inc.

Day Tues

Date 12/15/2

Weather

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Sub Cable	
Edwardo Mata		10.0													10.0
Jose Jarquine			10.0												10.0
Eloy Cortez			10.0												10.0
Telmo Jara			10.0												10.0
Juan Rodrigez											12.0				12.0
Larry Medlock		10.0													10.0
Julio Trana			10.0												10.0
Dave Torres		10.0													10.0
Jorge Diaz		10.0													10.0
Teddie Douglas			10.0												10.0
Thomas Sopello											12.0				12.0
Anthony Colon											12.0				12.0



M&J Construction Company
of Pinellas County Inc.

Name
Eduardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Thomas Sopello
Anthony Colon
Warren Burton
Kaleb Wilkes
Gus Loor
Freddie Davila

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	sub cable	Total Mhrs
			10.0												10.0
		9.5													9.5
		9.5													9.5
		9.5													9.5
															0.0
															0.0
		10.0													10.0
			10.0												10.0
															0.0
		9.5													9.5
											8.0				8.0
											8.0				8.0
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											8.0				8.0
			10.0												10.0
															0.0
															0.0

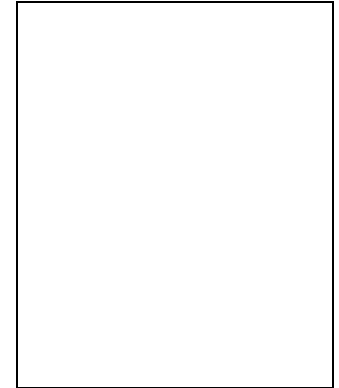


M&J Construction Company

of Pinellas County Inc.

Day SaturdayDate 01/09/2016Weather

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Span Lock	
Edwardo Mata			10.0												10.0
Jose Jarquine		9.0													9.0
Eloy Cortez		9.0													9.0
Telmo Jara		9.0													9.0
Juan Rodriguez															0.0
Larry Medlock															0.0
Julio Trana		10.0													10.0
Dave Torres			10.0												10.0
Jorge Diaz			10.0												10.0
Teddie Douglas		9.0													9.0
Thomas Sopello															0.0
Anthony Colon															0.0
Warren Burton															0.0
Kaleb Wilkes											8.0				8.0
Gus Loor											8.0				8.0
Freddie Davila			10.0												10.0
															0.0
															0.0
															0.0
															0.0
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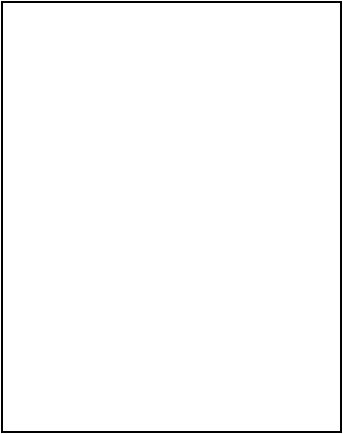
M&J Construction Company
of Pinellas County Inc.

Day Monday

Date 01/11/2016

Weather _____

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	
Edwardo Mata			10.5												10.5
Jose Jarquine		10.0													10.0
Eloy Cortez		10.0													10.0
Telmo Jara		10.0													10.0
Juan Rodrigez															0.0
Larry Medlock			10.0												10.0
Julio Trana		10.5													10.5
Dave Torres			10.0												10.0
Jorge Diaz			10.0												10.0
Teddie Douglas		10.0													10.0
Juan jarquin												10.0			10.0
Eraddia Davila			10.0												10.0



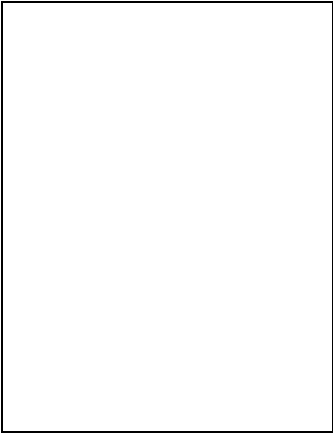
M&J Construction Company of
Pinellas County Inc.

Day Tues

Date 01/12/2

Weather

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Sub Cable	
Edwardo Mata			10.5												10.5
Jose Jarquine		10.0													10.0
Eloy Cortez		10.0													10.0
Telmo Jara		10.0													10.0
Juan Rodrigez															0.0
Larry Medlock			10.0												10.0
Julio Trana		10.5													10.5
Dave Torres												10.0			10.0
Jorge Diaz		10.0													10.0
Teddie Douglas		10.0													10.0
Juan jarquin												10.0			10.0
Freddie Davila			10.0												10.0



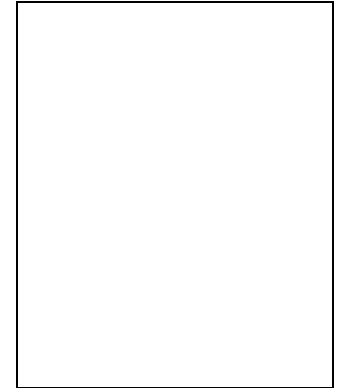
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M&J Construction Company

of Pinellas County Inc.

Day ThursdayDate 01/14/2016Weather

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
Name															
Edwardo Mata			11.0												11.0
Jose Jarquine		10.0													10.0
Eloy Cortez		10.0													10.0
Telmo Jara		10.0													10.0
Juan Rodrigez															0.0
Larry Medlock			10.0												10.0
Julio Trana		10.0													10.0
Dave Torres			5.0									5.0			10.0
Jorge Diaz			10.0												10.0
Teddie Douglas		10.0													10.0
Juan jarquin			5.0									5.0			10.0
Freddie Davila			10.0												10.0
Matt Kunda											10.0				10.0
Kaleb Wilkes											10.0				10.0
Gus Loor											10.0				10.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0



M&J Construction Company
of Pinellas County Inc.

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Juan jarquin
Freddie Davila
Matt Kunda
Kaleb Wilkes
Gus Loor

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	sub cable	Total Mhrs
	12.5														12.5
	12.0														12.0
	12.0														12.0
	12.0														12.0
															0.0
	12.0														12.0
	12.5														12.5
	12.0														12.0
	12.0														12.0
	12.0														12.0
	12.0														12.0
	12.0														12.0
											6.0				6.0
											6.0				6.0
											6.0				6.0
															0.0
															0.0
															0.0

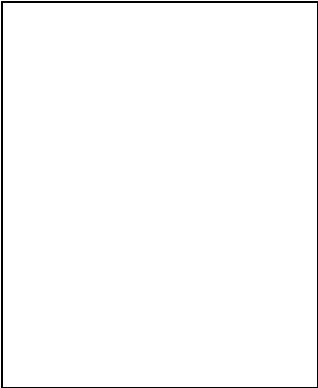


M&J Construction Company
of Pinellas County Inc.

Day Saturday
Date 01/16/2016
Weather _____

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Juan jarquin
Freddie Davila
Matt Kunda
Kaleb Wilkes
Gus Loor

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	Deck Repair Change order	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Span Lock	Total Mhrs
		10.0													10.0
															0.0
															0.0
															0.0
															0.0
															0.0
															0.0
		10.0													10.0
		10.0													10.0
		10.0													10.0
															0.0
															0.0
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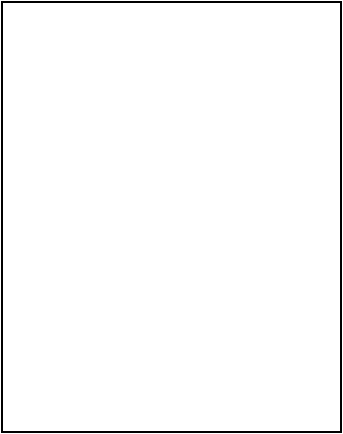
M&J Construction Company
of Pinellas County Inc.

Day Monday

Date 01/18/2016

Weather _____

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	
Edwardo Mata			10.0												10.0
Jose Jarquine		10.0													10.0
Eloy Cortez		10.0													10.0
Telmo Jara			10.0												10.0
Juan Rodrigez															0.0
Larry Medlock			10.0												10.0
Julio Trana		10.0													10.0
Dave Torres			10.0												10.0
Jorge Diaz			10.0												10.0
Teddie Douglas		10.0													10.0
Juan jarquin			10.0												10.0
Eraddia Davila			10.0												10.0



M&J Construction Company

of

Pinellas County Inc.

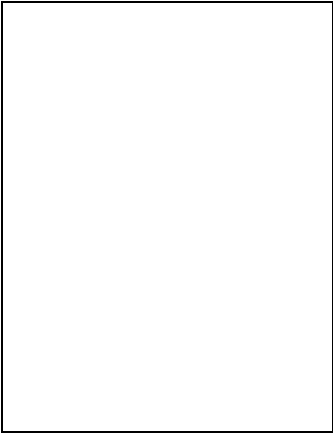
Day Tues

Date 01/19/2

Weather

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Juan jarquin
Freddie Davila

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Sub Cable	Total Mhrs
			10.0												10.0
		10.0													10.0
		10.0													10.0
		10.0													10.0
															0.0
			10.0												10.0
		10.0													10.0
			10.0												10.0
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[illegible]

M&J Construction Company
of Pinellas County Inc.

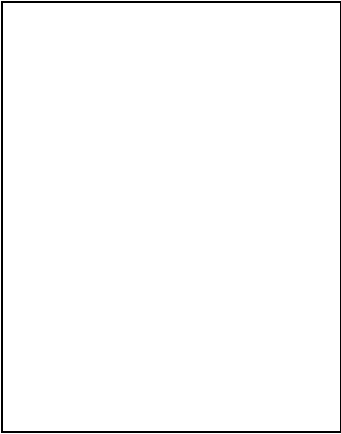
Day Monday

Date 01/25/2016

Weather _____

Name
Edwardo Mata
Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Juan jarquin
Eraddia Davila

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	Total Mhrs
		11.0													11.0
		10.5													10.5
		10.5													10.5
		10.5													10.5
		10.5													10.5
		10.5													10.5
		11.0													11.0
		11.0													11.0
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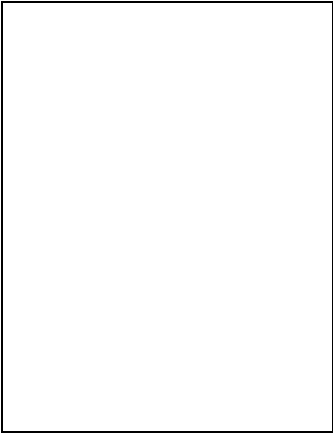
M&J Construction Company of
Pinellas County Inc.

Day Tues

Date 01/26/2

Weather

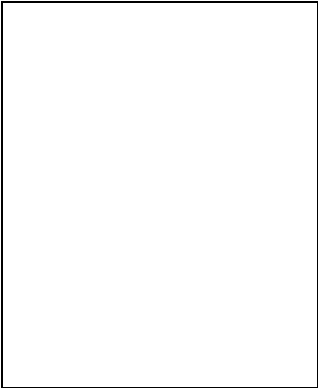
Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Sub Cable	
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M&J Construction Company
of Pinellas County Inc.

Day Thursday
Date 01/28/2016
Weather _____

Name	Cost Code														Total Mhrs
	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	MOT	
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M&J Construction Company
of Pinellas County Inc.

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Larry Medlock
Julio Trana
Dave Torres
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Freddie Davila
Matt Kunda
Kaleb Wilkes
Gus Loor

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	sub cable	Total Mhrs
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Pinellas County Inc.

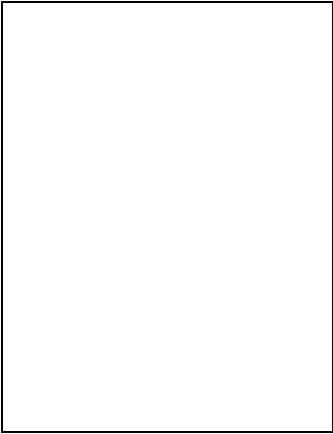
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Date 02/02/2

Weather

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Jose Jarquine
Eloy Cortez
Telmo Jara
Juan Rodrigez
Larry Medlock
Julio Trana
Dave Torres
Jorge Diaz
Teddie Douglas
Juan jarquin
Freddie Davila

Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	Sub Cable	Total Mhrs
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M&J Construction Company
of Pinellas County Inc.

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Cost Code	101-1 Mobilization	0400-70-3 Spall Repair	0400-4-5 Columns	0400-142-3 Metalizing	0400-4-4 Overhang	0561-1 Painting	0415-1-4 Reinforcing Steel (Super)	0415-1-5 Reinforcing Steel (Sub)	New Deck	EndWall	0457-2-121 Jackets	Hand Rail	Shoring	sub cable	Total Mhrs
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AGENDA ITEM REPORT

October 17, 2016

ITEM NUMBER: 18.

ITEM: Discussion requested by Council Member Tricoche with regard to the requirement for Council approval for construction trailers as required by Section 23-4(7) of the Town Code. Enclosed find a copy of the Section 23-4 of the Town Code.

DESCRIPTION:

Just for discussion purposes, the Town Council can give direction to staff to approve any construction trailer that are up to 10'x44' and bring to the Council any applications that exceed that size. It would be difficult to regulate a specific size in the Code since all construction sites are not the same, some are single lots, double lots, triple lots or just bigger or odd shape lots and some have rented an adjacent lot for a staging area. The construction trailer size is pretty much dictated by the space available at the site.

This item came up for discussion August 2015 and the Town Planner had prepared an ordinance for Council's discussion with some back-up research item which I'm attaching for your information. Because of the reasons stated above, staff doesn't recommend approval of the ordinance that was prepared by Mr. Miller.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Section 23-4	Chapter 23 -4 Use Regulations.pdf
2.	2015 Proposed Ordinance	Temp Construction Trailers Draft Ord July 22 2015.pdf
3.	2015 Staff Report	BHI TC Staff Report Temp Trailers July 22 2015.pdf
4.	Temporary Trailer Sizes	BHI Sample Trailer Info.pdf
5.	Temporary Trailer Research	BHI Temp Trailer Rsearch.pdf

Sec. 23-4. - Use regulations, RM-1 and RM-2 Multiple Family districts.

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

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

(Ord. No. 108, § 4, 6-10-57; Ord. No. 130, § 1, 6-8-59; Ord. No. 574, § 1, 6-12-95; Ord. No. 261, § 1, 8-14-72; Ord. No. 314, § 2, 2-14-77; Ord. No. 317, § 2, 6-13-77; Ord. No. 425, § 3, 4-8-85; Ord. No. 626, § 1, 11-10-97; Ord. No. 744, § 1, 6-12-04; Ord. No. 747, § 2, 8-16-04; Ord. No. 757, § 1(Exh. A), 12-13-04; Ord. No. 819, § 1(Exh. A), 7-9-07; Ord. No. 893, § 1(Exh. A), 11-9-09)

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO TEMPORARY CONSTRUCTION TRAILERS AND TEMPORARY SALES TRAILER OFFICES; AMENDING SECTION 5-5 OF THE BUILDINGS AND CONSTRUCTION CODE TO ESTABLISH ADDITIONAL REGULATIONS FOR TEMPORARY CONSTRUCTION TRAILERS AND TEMPORARY SALES TRAILER OFFICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of the Town, by establishing additional regulations for temporary construction trailers and temporary sales trailer offices; and

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

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

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

Section 1: That the Town of Bay Harbor Islands Buildings and Construction Code is hereby amended to modify subsection 5-5(g) to establish additional regulations for temporary construction trailers and temporary sales trailer offices, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 2: The Town finds that the adoption of these regulations may have impacts on land development applications that have been previously approved by the Town or are in the process of being reviewed / acted upon by the Town; therefore, the Town Council finds that any Site Development Plan approval, or any pending land development application deemed complete and legally valid by the Town filed prior to the adoption of this Ordinance shall be “saved” and considered “grandfathered” and shall not be deemed a non-conforming use, and any such prior or pending land development approval shall be subject to the regulations in effect at the time of approval or application, provided no alterations are made to the project from the time of submission to the Town, or as long as the Site Development Plan approval is deemed valid as per Section 5-23 of the Town Code. Notwithstanding anything in this Code or Section 23-8 of the Code in particular, in the event of a natural calamity or other non-voluntary destruction of the structure the property may be reconstructed in accordance with the lawfully approved plans on file with the Town.

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

Section 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 10th day of August, 2015.

PASSED on Second Reading this 14th day of September, 2015.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

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

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE I. IN GENERAL

Sec. 5-5. Construction site operations.

It is the purpose of this section to promote the public health, safety, and general welfare and to minimize public and private losses arising as a result of unauthorized access to construction sites, or from loose and unsecured materials at construction sites during emergency weather conditions, to minimize exposure and prohibit activities which may pose a danger to persons located off the construction site, from debris, materials or activities carried on at the construction site by enacting the following regulations.

(g) *Construction staging plan.* The owner, occupant or user of any construction site for a commercial and multifamily project, shall be required to present a plan to the town manager or his/her designee for approval prior to the issuance of a building permit by the building official. The plan will include, but shall not be limited to, the following elements:

- (1) Parking provisions for construction workers.
- (2) General traffic and detours including specific routes to and from the construction site.
- (3) Delivery and location of cranes.
- (4) Delivery and storage of materials.
- (5) Use of state-certified flaggers with state-approved equipment and/or off-duty police officers.
- (6) Construction fencing with visual/dust barrier.
- (7) Construction signs.
- (8) Temporary ~~field offices~~-construction trailer approval required by the town council manager in subsection 23-4(7)-, provided:

- (a) The location of any trailer provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
- (b) No more than one (1) trailer is permitted per development site.
- (c) No trailer may exceed one-story / 12 feet in height above grade.
- (d) No trailer may exceed 530 square feet in size.

- (e) No trailer placed parallel to the street shall have a length exceeding 30 percent of the linear street frontage of the site for a one (1) lot development site and 15 percent of the linear street frontage of the site for a development site with more than one lot.
- (f) The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.
- (9) Temporary sales office approval is required at the discretion of the town council in subsection 23-4(7);, provided:
 - (a) The location of any office provides for safe and efficient completion of the project with minimal disruption to existing residents, businesses, parking or traffic flows, and to ensure that public services and facilities are available.
 - (b) No office may exceed one-story / 12 feet in height above grade.
 - (c) The office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.
- ~~(9)~~ (10) Use of meter parking spaces.
- ~~(10)~~ (11) Use of right-of-way.
- ~~(11)~~ (12) Provisions for pedestrian safety and pedestrian paths.
- ~~(12)~~ (13) Location of construction dumpsters and temporary bathroom facilities.
- ~~(13)~~ (14) Any other issues which may uniquely relate to a particular construction site.

Staging plans shall not be required of single-family projects, however, the owner shall be required to furnish a letter addressing the town's concerns with traffic, parking and location of construction facilities.

The construction staging plan shall be presented to the town in the form of site plans, location maps, critical path diagrams, and explanatory commentary. The building and zoning department will coordinate the review of the construction staging plan with the public works department, town engineer, police department, building official, town planner and town manager's office. No permit shall be issued on a construction project which requires a construction staging plan, until such plan has been approved by all the appropriate departments.

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

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

CC: Ronald J. Wasson - Town Manager
Marlene M. Siegel - Town Clerk
Craig Sherman, Esq. - Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: July 22nd, 2015

Subject: Town of Bay Harbor Islands
Potential Land Development Code Amendment
Temporary Construction / Sales Office Trailers
MMPA Acct. No.: 01-0702-500A

ISSUE

At the June 8th, 2015 Town Council an item was on the agenda requesting permission to install a temporary construction trailer at a redevelopment site (10201 EBHD). The Council initially expressed concern with the size of the trailer and the applicant agreed to reduce its size at the meeting. A follow-up discussion occurred about the size of temporary construction / sales trailers. Currently there are no Code restrictions on the size of temporary trailers, only that Town Council approval is required. MMPA was instructed to research this issue and suggest possible Code provisions to address this issue.

BACKGROUND / ANALYSIS

A contractor proposed to install a temporary construction trailer that was 24' x 44' (1,056 sq. ft.) in size. The Council felt that this trailer was too large and, after discussion, the applicant agreed to reduce the size of the trailer to 8' x 20' (160 sq. ft.) in size. Following are applicable Town Code provisions that currently apply to construction / sales trailers:

- Section 5-5(g)(8) states that TC approval is required for temporary field office construction trailers.
- Section 23-4(7) states that temporary sales and business offices, construction trailers and model dwelling units are permitted in the RM-1 and RM-2 Multiple family Zoning districts

Town of Bay Harbor Islands
Town Commission Staff Report
Temporary Construction Trailers, Sales and Business Offices
July 22nd, 2015
Page 2

in connection with the construction of dwelling units upon approval of the Town Council, including but not limited to such time limits and any other conditions as maybe imposed by the Council at its discretion.

- Section 23-6 references uses allowed in the RM-1 and RM-2 Districts which states that temporary construction trailers are permitted in the RM-3 Multiple family Zoning District.

Currently there are no Code provisions regulating the appearance, location or size of temporary construction trailers - only that the Town Council's discretion applies. Due to the increase in redevelopment activities the Town is receiving more requests for temporary construction facilities and sales offices on various development sites, including temporary fencing, trailers (construction / sales), toilets, staging and storage areas, etc.

As requested MMPA researched the regulations of numerous municipalities throughout Miami-Dade County / Broward County and did not find any municipality with Code provisions regulating the size of temporary construction / sales trailers. However, a few municipalities require Council approval (similar to BHI), which may have some type of "administrative" size limitations.

It should also be noted that temporary construction trailers are currently not permitted in the RD Single-Family District. Therefore, contractors typically utilize portable storage units (PSU). To staff's knowledge only one permit for a temporary construction trailer was ever requested on the West Island, but it was denied. The Town Code restricts PSU to 8 feet in width / 16 feet in length / 9 feet in height. Many of the redevelopment sites on the East Island also utilize PSU.

The platted lots on the East Island are typically quite small (75' x 150'). Due to the small lot sizes and allowable building footprints the typical location of trailers is near / partially in street swales. Larger development sites can accommodate more on-site facilities and larger trailers as setbacks increase. However, larger construction / sales trailers can have negative impacts on the community (traffic / appearance / construction site operations). Our research noted that temporary trailers can range anywhere from 8' x 20' (160 sq. ft.) to 48' x 60' (2,880 sq. ft.) in size (see attachments). Following are typical trailer sizes:

8' x 20' / 8' x 28' / 10' x 44' / 12' x 44' / 12' x 56' / 12' x 60' / 24' x 56' / Custom

According to Town staff currently there are three (3) temporary construction trailers in the Town (9940 WBHD = 10' x 30' / 9241-61 EBHD = 8' x 28', and 10201 EBHD = 8' x 20'), all of which are on the smaller side of the construction trailers on the market.

Limiting the overall size of construction trailers as well as the percentage of linear street frontage a trailer can occupy would assist in preventing negative impacts to the community. It is felt by staff that with specific regulations, the Town Manager could approve temporary construction trailers; while temporary sales offices should still require Town Council approval. Again, at present all temporary construction / sales trailers must be approved by the Town Council.

SUMMARY

At the June 8th, 2015 Town Council an item was on the agenda requesting permission to install a large temporary construction trailer at a redevelopment site. The Council initially expressed concern with the size of the trailer and the applicant agreed to reduce its size at the meeting. A follow-up discussion occurred about the desirable size of temporary construction / sales trailers. Currently there are no Code restrictions on the size of temporary trailers, only that Town Council approval is required. Section 5-5(g)(8) of the Town Code currently states that Town Council approval is required for temporary construction trailers. However, no size criteria is specified. The Town has developed a "standard size range" trailer size criteria over the years – mostly smaller due to the limited space. MMPA researched the regulations of numerous municipalities throughout north Miami-Dade County and Broward County and also inventoried the trailers currently located within the Town.

MMPA recommends the Town Council review this staff report and consider **APPROVING** modifications to the Code as per the attached draft ordinance.



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Ground-Level Container Office

OFFICE

Work Spaces

Multi-Use Offices

Private Offices

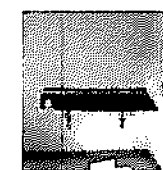
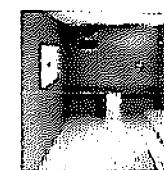
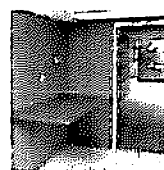
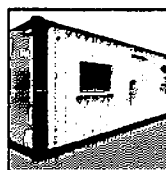
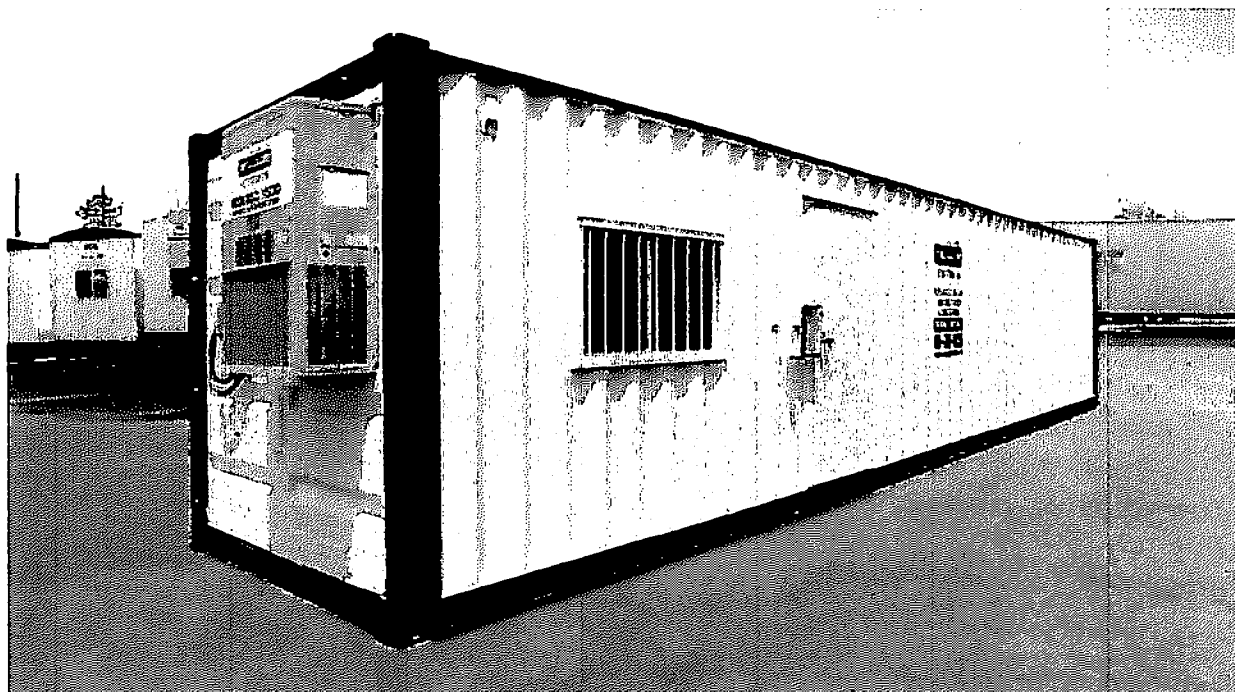
Sales Offices

Ground-Level Office
Container (GoSpace)

Meeting Spaces

Support Spaces

Swing Space



Our GoSpace™ ground-level office containers provide...

you convenient access to on-site office space. With GoSpace, we're able to set up your space quickly and easily without the need of steps, ramps, tie-downs or skirting.

GoSpace is available in three floor plans.

- 20' x 8' all office
- 40' x 8' all office
- 40' x 8' office/storage combo



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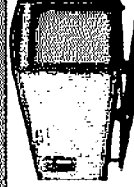
> HQ Ground Level Office



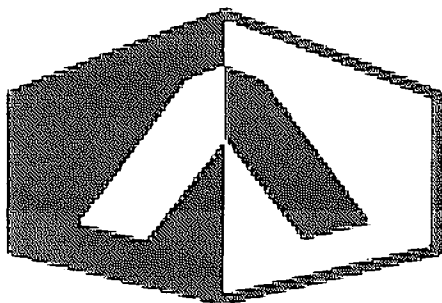
> 8'x20' Office Trailer



> 8'x28' Job Site Office Trailer



> 8'x28' Office/Storage Trailer



ACTON MOBILE

(1)

800-251-1600



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 Mobile Office Trailers

Service Request

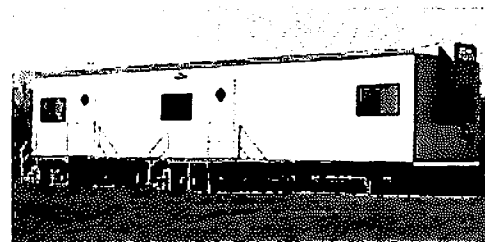
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Mobile Office Trailers

A trailer is a trailer is a trailer... Unless it is a mobile office trailer from Acton Mobile!

More than 10,000 mobile office trailers available through 21 locations means your project site is not more than 48 hours away from having the workspace you require. Our clean, modern fleet is engineered for demanding construction sites.

Mobile office trailers are available for rent or purchase. Choose from a wide range of standard floors plans or let us help you design a custom configuration to meet your exact office trailer needs.



Delivery, setup, maintenance, and pick up service are available. Our fleet meets all federal, state, and local codes.

Exceptional Customer Service

Providing exceptional customer service and a superior customer experience is an Acton Mobile core value. From setup to pick up, our construction site experts are there to add value and let you focus on your main job. The entire Acton Mobile team is proud to meet our customers' needs on time and within budget.

View: [Deluxe Mobile Office Trailers](#) [Standard Mobile Office Trailers](#)

[Specialty Mobile Office Trailers](#)

Deluxe Mobile Office Trailer Models

Deluxe units include upgraded interior features. Exteriors are finished in T-1_11 wood. In addition to stock floorplans, custom configurations are available.

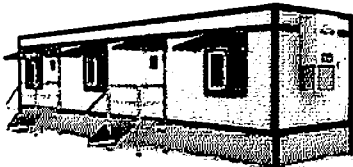


Single-Wide Deluxe Mobile Office (model 820)(/office-trailers/single/single-wide-deluxe-mobile-office-820)

8' x 20'

Our 20 foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-820\)](#)



Single-Wide Deluxe Mobile Office (model 1244)(/office-trailers/single/single-wide-deluxe-mobile-office-1244)

12' x 44'

Our 44-foot office model features one large, open office space, one private office, and one large central bathroom.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1244\)](#)



Single-Wide Deluxe Mobile Office (model 1260)(/office-trailers/single/single-wide-deluxe-mobile-office-1260)

12' x 60'

Our 60-foot office model features one large, open office space, one private office, and one large central bathroom.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1260\)](#)

Single-Wide Deluxe Mobile Office (model 1032)(/office-trailers/single/single-wide-deluxe-mobile-office-1032)

**10' x 32'**

Our 32-foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1032\)](#)



Single-Wide Deluxe Mobile Office (model 1042)(/office-trailers/single/single-wide-deluxe-mobile-office-1042)

10' x 42'

Our 42-foot mobile offices feature two side-by-side offices or an open floor plan, with a shelf, desktop, and a fold down planning table in the adjacent room.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1042\)](#)

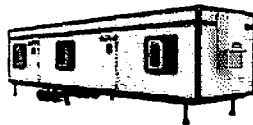


Single-Wide Deluxe Mobile Office (model 1244)(/office-trailers/single/single-wide-deluxe-mobile-office-1244)

12' x 44'

Our 44-foot mobile office models come with two offices, an optional bathroom, and can be customized with steps, ramps, skirting, awnings, and more.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1244\)](#)



Single-Wide Deluxe Mobile Office (model 1260)(/office-trailers/single/single-wide-deluxe-mobile-office-1260)

12' x 60'

Our 60-foot mobile office models come with two offices, an optional bathroom, and can be customized with steps, ramps, skirting, awnings, and more.

[Details\(/office-trailers/single/single-wide-deluxe-mobile-office-1260\)](#)



Double-Wide Deluxe Mobile Office (model 2460)(/office-trailers/multi/double-wide-deluxe-mobile-office-2460)

24' x 60'

Our largest standard workspace, our 60 foot modular office comes with four private offices, large lobby, and dual bathrooms. You can customize this model with add-ons like ramps, skirting, awnings, and more.

[Details\(/office-trailers/multi/double-wide-deluxe-mobile-office-2460\)](#)

Standard Mobile Office Trailer Models

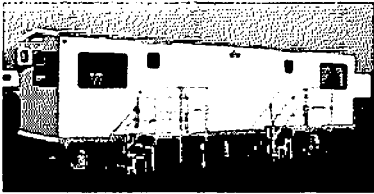
Our standard mobile office trailer models are available in many sizes and configurations. We can also customize a unit to match your exact requirements. Interiors are finished with paneled walls and vinyl or tiled floors, horizontal slider windows, fluorescent lights, air conditioning and baseboard heat. Exteriors are aluminum siding with drip-rail gutters.



Mobile Office Trailer (model 824)(/office-trailers/single/mobile-office-trailer-824)
8'x20', 160 SF (nominal)

Compact 8' x 20' design features built-in desk with file cabinets, heat, and air conditioning.

[Details\(/office-trailers/single/mobile-office-trailer-824\)](#)

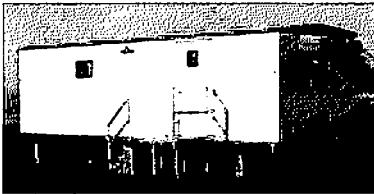


Mobile Office Trailer (model 836)(/office-trailers/single/single-wide-mobile-office-trailer-836)

8'x32', 256 SF (nominal)

Efficient design includes two entry doors and six double windows. Optional configuration includes restroom and closet.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-836\)](#)

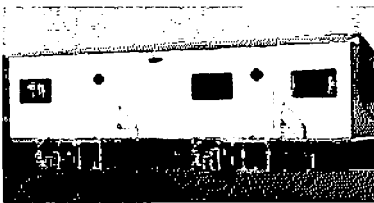


Mobile Office Trailer with Storage (model OS834)(/office-trailers/single/mobile-office-trailer-with-storage-os834)

8'x30', 240 SF (nominal)

Mobile office trailer with plenty of construction storage space. One of our most popular models!

[Details\(/office-trailers/single/mobile-office-trailer-with-storage-os834\)](#)

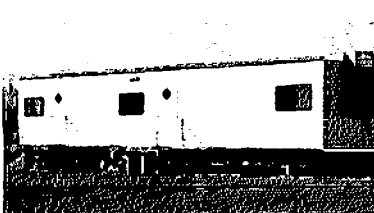


Single-Wide Mobile Office Trailer (model 1040)(/office-trailers/single/single-wide-mobile-office-trailer-1040)

10'x36', 360 SF (nominal)

Two offices with separate entries. Optional restroom available.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-1040\)](#)



Single-Wide Mobile Office Trailer (model 1050)(/office-trailers/single/single-wide-mobile-office-trailer-1050)

10'x46', 460 SF (nominal)

Two entry doors lead into a spacious interior with up to three work areas.

[Details\(/office-trailers/single/single-wide-mobile-office-trailer-1050\)](#)

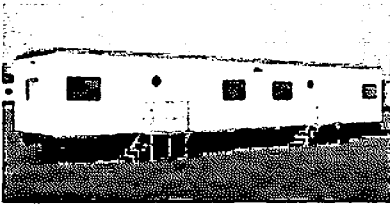


Extra-Wide Mobile Office Trailer (model 1250)(/office-trailers/single/extra-wide-mobile-office-trailer-1250)

12'x46', 552 SF (nominal)

An extra two feet wide adds plenty of space for a busy workspace.

Details(/office-trailers/single/extra-wide-mobile-office-trailer-1250)

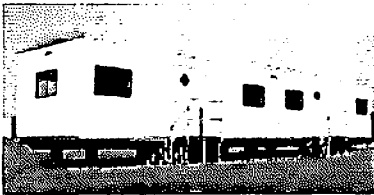


Extra-Wide Mobile Office Trailer (model 1260)(/office-trailers/single/extra-wide-mobile-office-trailer-1260)

12'x56', 672 SF (nominal)

Extra-wide and long means plenty of space for a busy workspace.

Details(/office-trailers/single/extra-wide-mobile-office-trailer-1260)



Super-Wide Mobile Office Trailer (model 1468)(/office-trailers/single/super-wide-mobile-office-trailer-1468)

14'x64', 896 SF (nominal)

Our most spacious single-wide mobile office trailer. Room for a large jobsite team, conference/meeting area and more.

Details(/office-trailers/single/super-wide-mobile-office-trailer-1468)

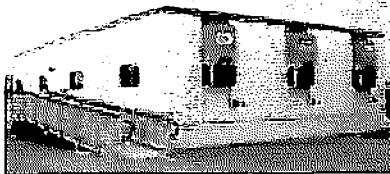


Double-Wide Mobile Office Trailer (model 2460)(/office-trailers/multi/double-wide-mobile-office-trailer-2460)

24'x56', 1,344 SF (nominal)

Four separate offices and a large common area come together in an efficient design.

Details(/office-trailers/multi/double-wide-mobile-office-trailer-2460)



Triple-Wide Mobile Office Trailer (model 3664)(/office-trailers/multi/triple-wide-mobile-office-trailer-3664)

36'x60', 2,160 SF (nominal)

Seven separate offices, a large common area and many other features.

Details(/office-trailers/multi/triple-wide-mobile-office-trailer-3664)

Quad-Wide Mobile Office Trailer (model 4864)(/office-trailers/multi/quad-wide-mobile-office-trailer-4864)

48'x60', 2,880 SF (nominal)



Ten separate offices and a large common area come together in this impressive complex.

[Details\(/office-trailers/multi/quad-wide-mobile-office-trailer-4864\)](#)



[Mobile Office Trailer Accessories\(/office-trailers/accessories\)](#)

A full line of equipment to customize your jobsite workspace.

[Details\(/office-trailers/accessories\)](#)



[Ground Level Mobile Office / Storage\(/office-trailers/single/ground-level-mobile-office-trailer-with-storage\)](#)

Size Varies

This model doubles as both a mobile office trailer and a construction storage unit, making it the perfect hybrid jobsite solution.

[Details\(/office-trailers/single/ground-level-mobile-office-trailer-with-storage\)](#)

Specialty Models

Specialty mobile and modular units are available to meet specific needs and challenges. If you do not see what you need, contact us to discuss a custom configuration.



[Mobile Sales Office\(/office-trailers/mobile-sales-office-1250so\)](#)

12'x46', 552 SF (nominal)

Establish the professional image your business deserves! Upgraded exterior is standard. Many available accessories.

[Details\(/office-trailers/mobile-sales-office-1250so\)](#)

Mobile Office Trailers

About Acton Mobile

[Overview\(/about-acton\)](#)

Research for Construction Trailer – Allowance/Location/Size

A Summary of Research Found by Municipality

Aventura – Permits as a temporary use with an approved site plan, no other specific discussed;

Boca Raton – Permits with construction – no discussion on size or location requirements;

Coral Springs – Permits with construction, only on plot under construction, only with issuance of BP to CO;

Fort Lauderdale – Permits them as accessory use and has a discussion on other types of temporary uses such as “Temporary Sales or Construction Trailers” (allowed from BP to CO); “Construction Staging Area”, and “Portable Storage Units”. No specific discussion on size limitations;

Golden Beach – Permits Construction Trailers with active BP in Section 66-6 – “Minimum size to facilitate construction operations and is located in the front yard with construction fence, a minimum of ten feet from property line.” Posting of a bond required;

Hallandale Beach – Permits and has an extensive Construction Site Requirements Section of their City Code (Section 32-760-775). Nothing on construction trailer size limitations, but entire construction site plan is required to be approved by CC;

Miramar – Permitted with approved site plan, no size limitations discussed;

Miami Shores – Permits them with approval from BO or TM; No size limitations discussed but must be on property being constructed;

North Lauderdale – Under Temporary Structures – permits but no size limitation discussed;

North Miami – Permits Temporary Construction Trailers – “On site as prescribed by the Director but no longer than 60 days after CO”;

Oakland Park – Permits with active BP;

Parkland – Permits with approved site plan – has requirements for placement, appearance, and screening but no size limitations;

Sunny Isles Beach – Permits temporary sales trailers with approved BP – has design and landscaping requirements but no size limitations – must be removed within one year following last BP;

Sunrise – Permits Temporary Construction Trailers – Max 5 per site with setbacks and with an approved site plan and BP; removed at completion;

West Park – Permits with BP.