

TOWN OF BAY HARBOR ISLANDS

November 14, 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

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

1. Report on Investment Performance. Mr. Dan Brea of BNY Mellon will provide a report on the period ending September 30, 2016.

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:

2. Parks and Recreation Committee Update.

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

3. **Approval** of a **resolution** requested by Council Member Reid waiving building department fees for impact windows and doors. Enclosed find a copy of the proposed resolution.

4. **Approval** of a **resolution** setting parking fees for the Town's municipal lots and parking garage. Enclosed find a copy of the proposed resolution and supporting documents.
5. **Approval** of the following meeting Minutes:
 - a. August 8, 2016 - Regular Council Meeting
 - b. August 24, 2016 - Special Council Meeting

STAFF RECOMMENDATION: Approval

ORDINANCES ON SECOND READING:

6. **Consideration** and **Approval** of an ordinance on **second** 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

7. **Consideration** and **Approval** of an ordinance on **second** 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. Enclosed find a copy of the proposed ordinance.

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

8. **Consideration and Approval** of an ordinance on **second** 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 TOWN'S EAST ISLAND; 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, RM-3 AND B-1 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion.

POLL VOTE

9. **Consideration and Approval** of an ordinance on **second** 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

ORDINANCES ON FIRST READING:

10. **Consideration and Approval** of an ordinance on **first** reading requested by Council Member Yaffe amending Section 5-5 of the Town Code to clarify the provisions of the construction fence requirements. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE WITH REGARD TO THE REGULATION OF CONSTRUCTION SITE OPERATIONS TO EXPAND THE DEFINITION OF CONSTRUCTION SITE AND TO INCLUDE A REQUIREMENT FOR A SEPARATE PERMIT FOR CONSTRUCTION SITE FENCES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

11. **Consideration and Approval** of an ordinance on **first** reading requested by Council Member Tricoche regarding the requirement to have construction trailer come before Council for approval. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO 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.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

DEFERRED ITEMS:

12. **Consideration and Approval** requested by Mayor Leonard of a proposal by Atlantic Paving, Inc. in the amount of \$523,770 for the painting and striping of dedicated bike lanes for the East Island. Enclosed find a copy of the proposal and supporting documents.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

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

13. **Approval** of Change Order # 25 in favor of M&J Construction of Pinellas County Inc., in the amount of \$927,778.35 to address necessary repairs needed for spalled areas and deteriorating concrete for the Intra Coastal Waterway, Bay Harbor Waterway and the Indian Creek Waterway.

STAFF RECOMMENDATION: Approval

POLL VOTE

14. **Consideration and Approval** of a private Transfer Development Rights (TDR) transaction of the transfer of two (2) dwelling units from Southern Star Condo Association (9260-9280 Bay Harbor Terrace) to 1163-67 100 Street Holdings, LLC (1020 - 93 Street). Enclosed find a copy of the application, site plan, and supporting documents.

STAFF RECOMMENDATION: Approval

15. **Approval** of Change Orders #2 and #3 in favor of Recreational Design & Construction, Inc. in the amount of \$19,602.77 for a new flood barrier and for the new exterior sign reflecting the name of Morris N. Broad. Enclosed find a copy of the change order and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

16. **Approval** of an expenditure in the amount of \$38,281 to Wire Advice for the network/data wiring, data jacks, security cameras, in-ceiling speakers, wiring for the access control system, wiring for the projector system, wiring for all the TV's and computers, and the electronic black out shades for the community center. Enclosed find a copy of the cost estimates.

STAFF RECOMMENDATION: Approval

POLL VOTE

17. **Discussion and approval** of the Request for Proposals for Solid Waste and Recycling Collection Services. The current contract with Waste Management expires in March 2017. Enclosed find a copy RFP.

STAFF RECOMMENDATION: Approval for Request for Proposal

DISCUSSION ITEMS:

18. **Discussion** requested by Town Manager Wasson regarding a possible Code amendment to prohibit feeding animals on Town property and right-of-way.

STAFF RECOMMENDATION: Council Discretion

19. **Discussion** requested by Council Member Reid and Council Member Yaffe on issuing one complimentary Annual Pass to Planning & Zoning Board Members currently serving the Town, and possibly other Committee Members.

STAFF RECOMMENDATION: Council Discretion

20. **Discussion** requested by Council Member Reid regarding a possible code amendment to require off duty police at construction sites under certain conditions when general traffic flow may be impacted.

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

November 14, 2016

ITEM NUMBER: 2.

ITEM: Parks and Recreation Committee Update.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 3.

ITEM: Approval of a **resolution** requested by Council Member Reid waiving building department fees for impact windows and doors. Enclosed find a copy of the proposed resolution.

DESCRIPTION:

On April 13, 2015, the Town Council approved resolution # 2047 waiving the permit fees for homeowners wishing to upgrade to impact resistant windows and doors from May 1st to December 1st of 2015. The Building Department received one application during the 6 month period.

The proposed resolution would waive the permit fees for residents that apply for the incentive program after November 14, 2016, excluding new construction.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Resolution - impact windows	impact window.pdf
----	-----------------------------	-------------------

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, WAIVING BUILDING
PERMIT FEES FOR EXISTING PROPERTY OWNERS WHO
WISH TO UPGRADE THEIR WINDOWS AND DOORS TO
HURRICANE IMPACT RESISTANT PRODUCTS; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Bay Harbor Islands is concerned with the safety
and welfare of all the citizens of Bay Harbor Islands; and

WHEREAS, It is in the best interest of all property owners to upgrade their windows and doors
to hurricane impact resistant products; and

WHEREAS, The Town Council wishes to offer an incentive program to encourage property
owners thinking about changing their existing windows and doors prior to hurricane season;

NOW THEREFORE, be it resolved that:

1. The Town will waive permit fees to existing property owners for the replacement
of windows/doors for impact resisting products.
2. Only existing structures will qualify for this opportunity. New construction is excluded.
3. The permit application must be received starting November 14, 2016.
4. The Town Manager is directed to advertise this incentive program in the Town Newsletter
and encourage citizen participation.

PASSED and ADOPTED this 14 day of November, 2016.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 4.

ITEM: Approval of a **resolution** setting parking fees for the Town's municipal lots and parking garage. Enclosed find a copy of the proposed resolution and supporting documents.

DESCRIPTION:

The proposed resolution updates the monthly pass fees and hourly rates for all the Town's municipal parking lots and parking garage. Under this proposal the monthly fees are being raised in all locations except for the North Service Alley (Green Lot - Block 11 Alley). In addition, the hourly meter rates are being raised to be in line with other cities. The current hourly rates vary depending on location from \$1.25 per hour on Kane Concourse to \$1.00 per hour in the lots near the business districts and \$.50 per hour in the outer lots in the residential area.

The Town plans to install master meters in all lots and offer the Pay by Phone as well as the monthly decals. Enclosed find several maps; photos and documentation showing the rates throughout time. As you can see the hourly rates in the residential metered lots have not changed since 1974. The new fee schedule for the hourly meters is well below what other cities charge (see attached survey) and the monthly rate is comparable to other cities as well.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Proposed resolution	parking meters and monthly fees.pdf
2.	Survey	Parking Fees- Survey.pdf
3.	Parking fees	Parking Fees.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA INCREASING THE PARKING METER RATES AND MONTHLY DECALS FOR THE TOWN’S PARKING FACILITIES.

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, it is necessary to impose fees for services provided by the Town in providing public parking to businesses and residents of the Town; and

WHEREAS, the cost of upgrading and replacing individual parking meters with master meters and maintaining the parking facilities has continued to increase with no increase to the fees in many years.

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

Section 1.
The schedule of fees to be paid to the Town shall be as follows:

Location	Monthly Decal Fee	Hourly Rate – Parking Meters
Municipal Garage – 1065 – 95 Street	\$60.00 - \$75.00	\$1.00
95 Street and East Bay Harbor Dr.	\$55.00 - \$65.00	\$1.00
North Service Alley – Bay Harbor Terrace	\$107.00	\$1.00
103 Street	\$15.00 - \$25.00	\$1.10 - \$.50
100 Street and East Bay Harbor Dr.	\$15.00 - \$25.00	\$1.10 - \$.50
92 Street and East Bay Harbor Dr.	\$15.00 - \$25.00	\$1.10 - \$.50
97 Street and West Bay Harbor Drive	\$50.00 - \$65.00	N/M - \$.50
Kane Concourse Meters	None	\$1.25

PASSED and ADOPTED this ____ day of_____.

JORDAN W. LEONARD, MAYOR

ATTEST:

MARLENE M. SIEGEL, TOWN CLERK

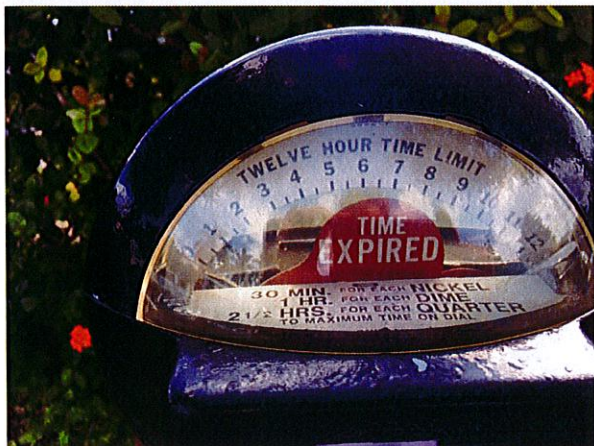
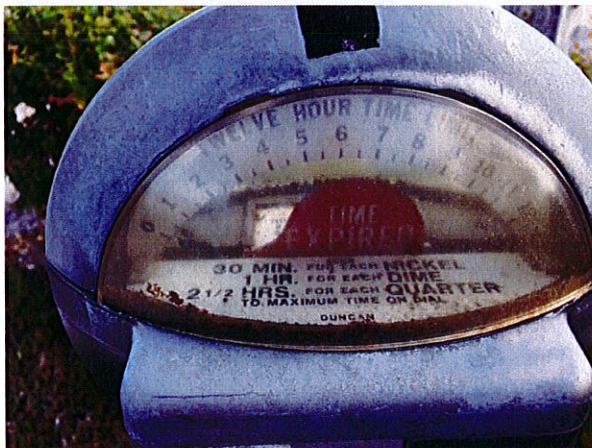
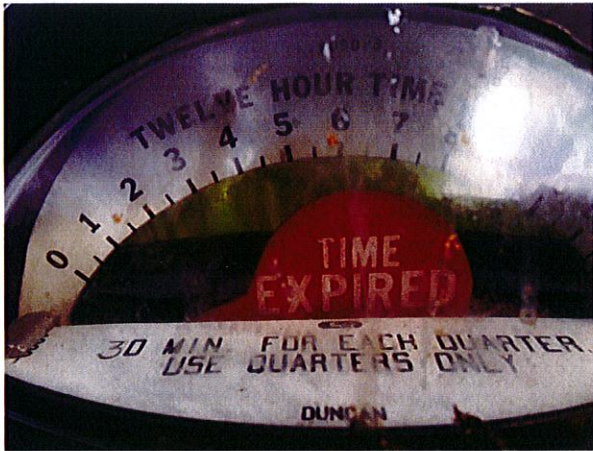
TOWN OF BAY HARBOR ISLANDS

Parking fees Survey

Parking Permits, Hourly Rates for On Street / Meters, and Parking Garage

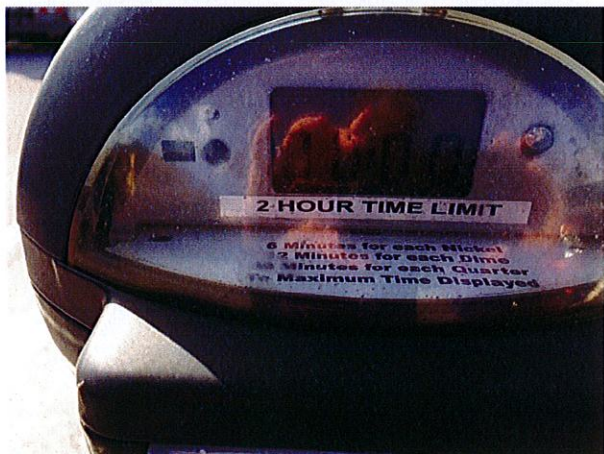
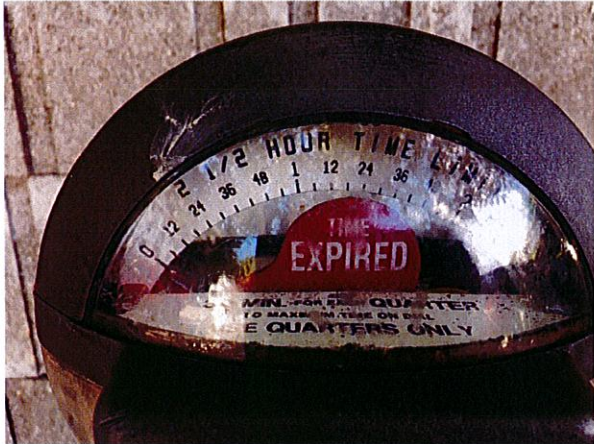
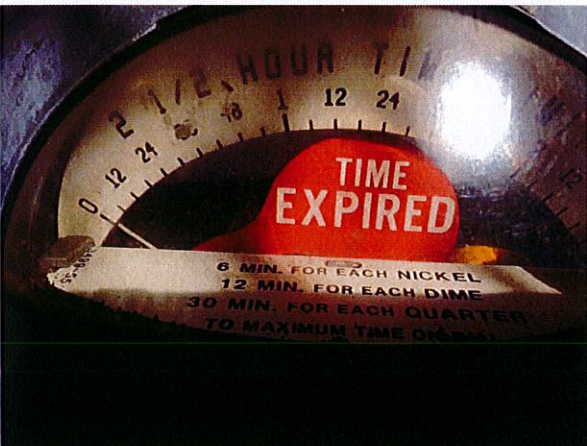
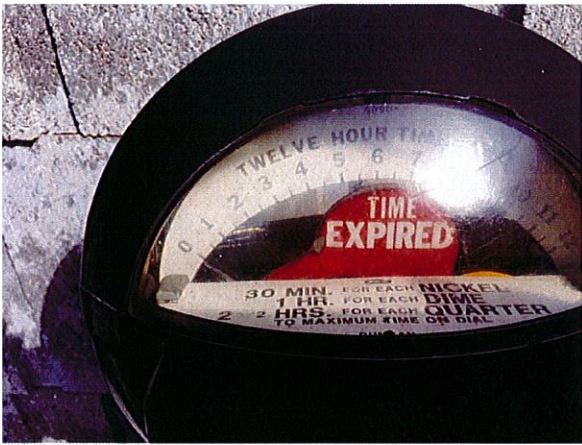
City / Town	Monthly Rate	Meter fees PH	Parking Garage
Village of Bal Harbour	N / A	\$2.00 hr	N / A
Town of Surfside	\$69.55	\$1.50 hr	N / A
City of Miami Beach	\$70.00 - \$133.25	\$1.00 - \$4.00 hr	\$1.00 hr
City of Sunny Isles Beach	\$50.00	\$2.00 - \$3.00 hr	N / A
City of Coral Gables *	\$58.85 - \$ 101.65	\$1.00 - \$1.50 hr	\$1.00 hr
City of South Miami	\$65.00	\$1.00 - \$1.50 hr	N / A

* Requires deposit fee \$25



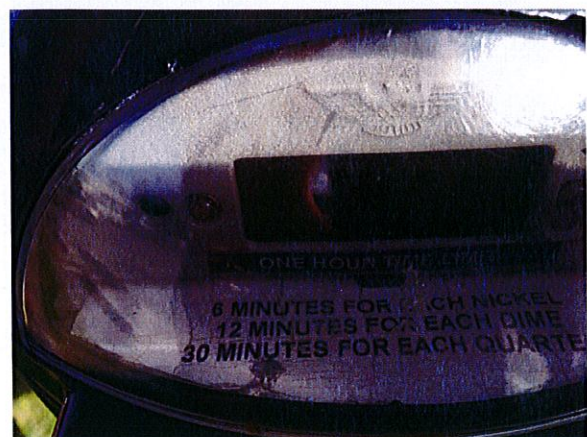
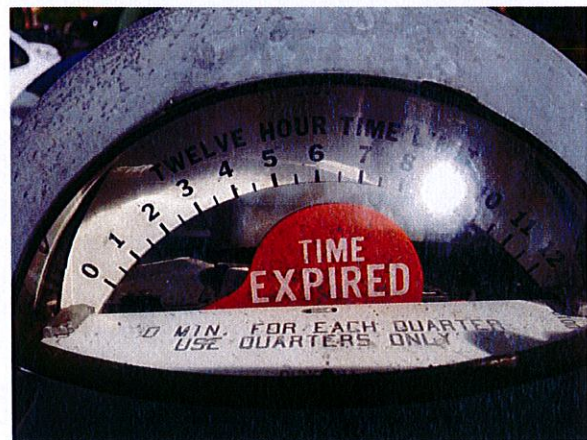
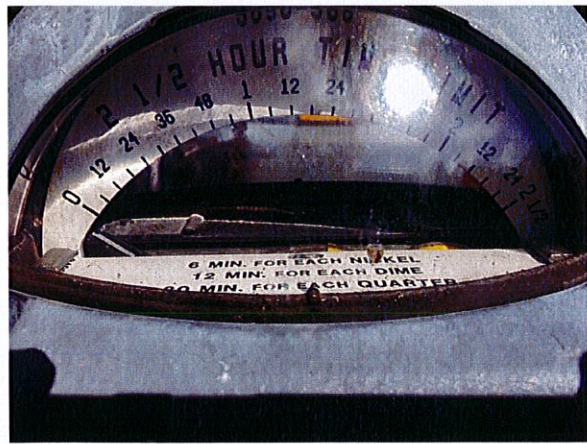
97 & W. Bay Harbor Drive

This is a surface lot with 28 spaces previously used as an employee lot (meters pulled out of the lot). The only meters available are outside the lot on the street. They run from 30 minutes per quarter to a variety of 6 minutes per nickel, 12 minutes for dimes, 30 minutes per quarter, or 30 minutes for each nickel, 1 hour for each dime and 2 1/2 hours for each quarter. And from a maximum time limit of 12 hours, to 2 hour to 2 1/2 hours.



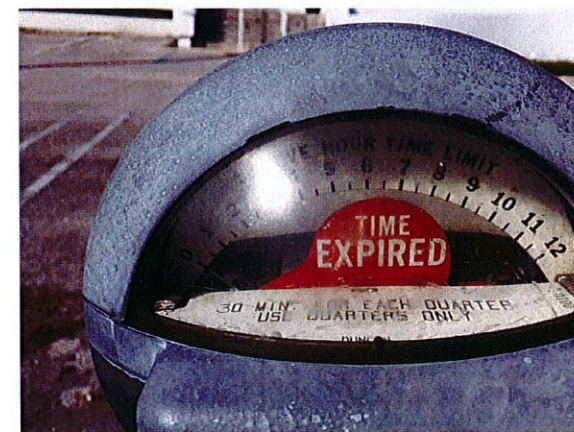
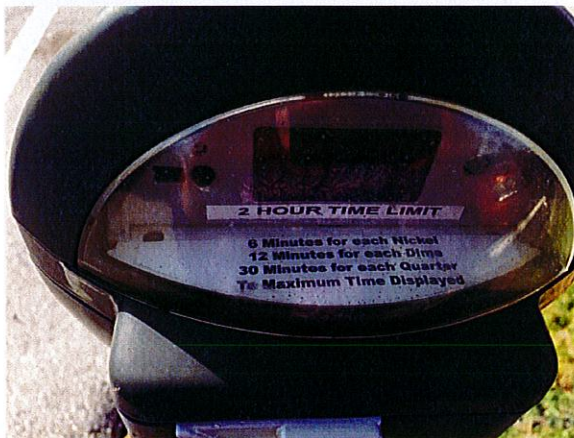
103 Street

This is a surface lot with 25 spaces. Meters run from 30 minutes per quarter to a variety of 6 minutes per nickel, 12 minutes for dimes, 30 minutes per quarter, or 30 minutes for each nickel, 1 hour for each dime and 2 1/2 hours for each quarter. And from a maximum time limit of 12 hours, 2 1/2 hours, 2 hours and 1



95 Street

This is a surface lot with 25 spaces. Meters run from 30 minutes per quarter to a variety of 6 minutes per nickel, 12 minutes for dimes, 30 minutes per quarter. And from a maximum of 12 hours, to 2 hours to 2 1/2 hours.



95 Street & Street Meters outside the lot

This is a surface lot with 25 spaces
Meters run from 30 minutes per quarter
to a variety of 6 minutes per nickel, 12
minutes for dimes, 30 minutes per
quarter. And from a maximum time
limit of 12 hours, 2 1/2 hours, 2 hours
and 1 hour.

Municipal Lots - Parking

The town has several municipal lots located throughout town and is a new parking garage to help expand the parking space inventory close to the business district.

The location of the parking lots and fees are as follows:

Location	Monthly Decal Fee	Hourly Rate - Metered Parking
95 Street and West Bay Harbor Dr. - Parking Garage	\$60.00	\$1.00
95 Street and East Bay Harbor Dr.	\$55.00	\$1.00
North Service Alley – Bay Harbor Terrace	\$107.00	\$1.00
103 Street	\$15.00	\$.10
100 Street and East Bay Harbor Dr.	\$15.00	\$.10
92 Street and East Bay Harbor Dr.	\$15.00	\$.10
97 Street and West Bay Harbor Dr.	\$50.00	None
Kane Concourse Meters	None	\$1.25

[Click here](#) for a map of the municipal parking lots location.

Memo

To: The Business District and Bay Harbor Residents

From: Ronald Wasson, Town Manager

Date: October 29, 2009

Re: Parking Lots

We are pleased to announce that the new Bay Harbor Islands parking garage located between West Bay Harbor Drive and Bay Harbor Terrace will be open to the public January 1, 2010. I know that this has been a very strenuous year when it comes to parking, but now with the opening of our garage we are confident that it will help alleviate our lack of parking and enhance our growing Business District.

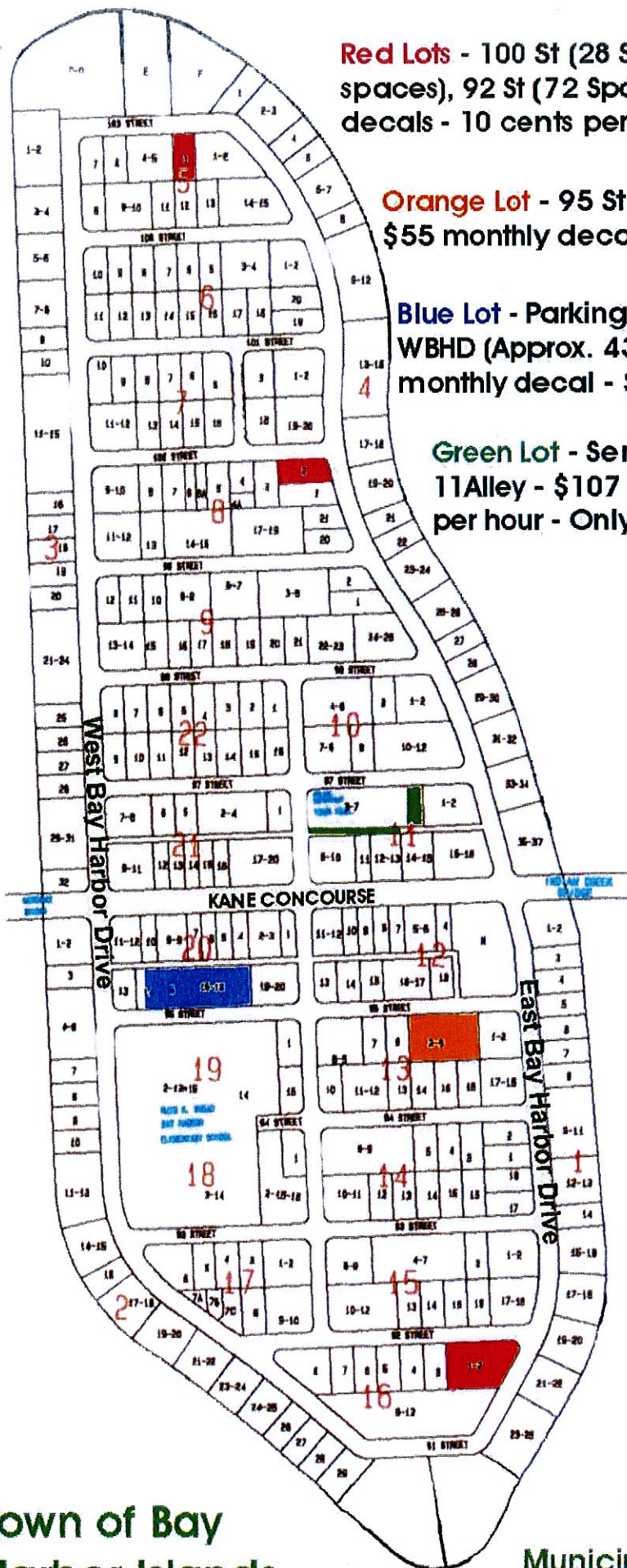
In January this and all of our other lots will have a moderate increase. The garage will be \$60.00 per month or \$1.00 per hour. The orange lot will be \$55.00 per month or \$1.00 per hour. The red lots will be \$15.00 per month and remain at 10 cents per hour. The green lot will remain the same price.

We would like to thank you for your support and understanding in the past year and hope to continue working together in the future.

If you have any questions or concerns, please call Regine Choute at (305) 866-6241.

Thank you,

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



Red Lots - 100 St (28 Spaces), 103 St (28 spaces), 92 St (72 Spaces) - \$15 monthly decals - 10 cents per hour

Orange Lot - 95 St & EBHD (76 Spaces)- \$55 monthly decals - \$1.00 per hour

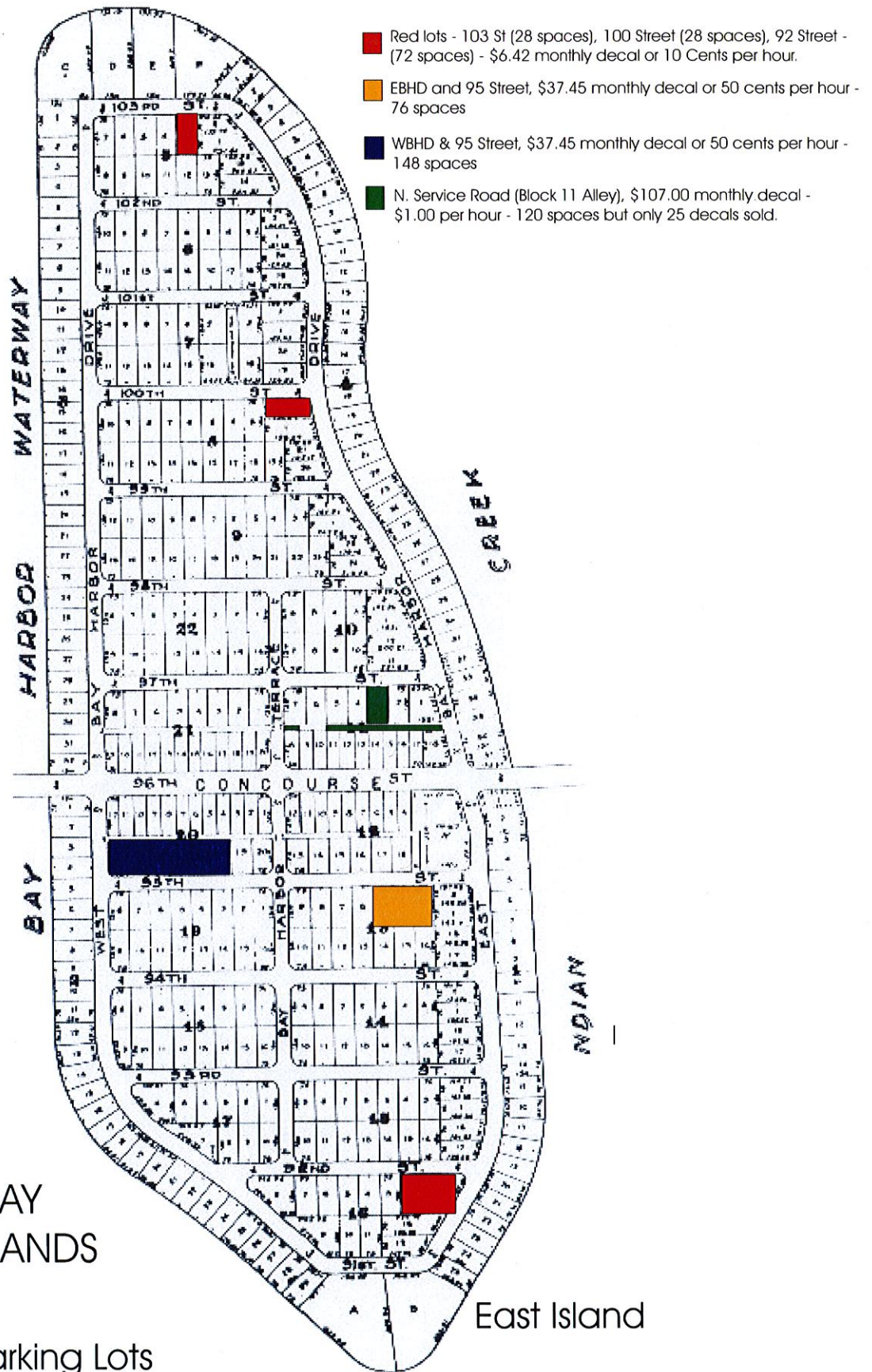
Blue Lot - Parking Garage - 95 Street & WBHD (Approx. 435 spaces) - \$60 monthly decal - \$1.00 per hour

Green Lot - Service Road - Block 11 Alley - \$107 monthly decal - \$1.00 per hour - Only 25 decals sold

**Town of Bay
Harbor Islands**

Effective Jan 1st, 2010

**Municipal Parking Lots
and Parking Garage**



TOWN OF BAY HARBOR ISLANDS

Municipal Parking Lots

East Island

BUSINESS DISTRICT METERED PARKING

Block 11 Parking Lot
(adjacent to Town Hall)

Number of spaces: 120
Meter Rates: 25¢ = 30 minutes
 10¢ = 12 minutes
 5¢ = 6 minutes
Meter Duration: 2½ hours max.
Monthly Permit: \$53.25

Block 13 Parking Lot
(near Ocean Cadillac)

Number of spaces: 76 in lot
 6 outside lot
Meter Rates: 25¢ = 2½ hours
 10¢ = 1 hour
 5¢ = ½ hour
Meter Duration: 12 hours max.
Monthly Permit: \$15.98

Block 20 Parking Lot
(near theater building)

Number of spaces: 148 in lot
 31 on street
Meter Rates: 25¢ = 2½ hours
 10¢ = 1 hour
 5¢ = ½ hour
Meter Duration: 12 hours max.
Monthly Permit: \$15.98

Block 22 Parking Lot
(corner 97th & W. Bay Harbor Dr.)

Also, street meters on 97th Street
and nearby on W. Bay Harbor Drive)

Number of spaces: 23 in lot
 4 outside lot
Meter Rates: 25¢ = 5 hours
 10¢ = 2 hours
 5¢ = 1 hour
Meter Duration: 12 hours max.
Monthly Permit: \$10.65

Street Meters
(Kane Concourse and
Bay Harbor Terrace)

Number of spaces: 71
Meter Rates: 25¢ = 30 minutes
 10¢ = 12 minutes
 5¢ = 6 minutes
Meter Duration: 2½ hours max.

July 2000

RESIDENTIAL AREA METERED PARKING

Block 5 Parking Lot
(103rd Street)

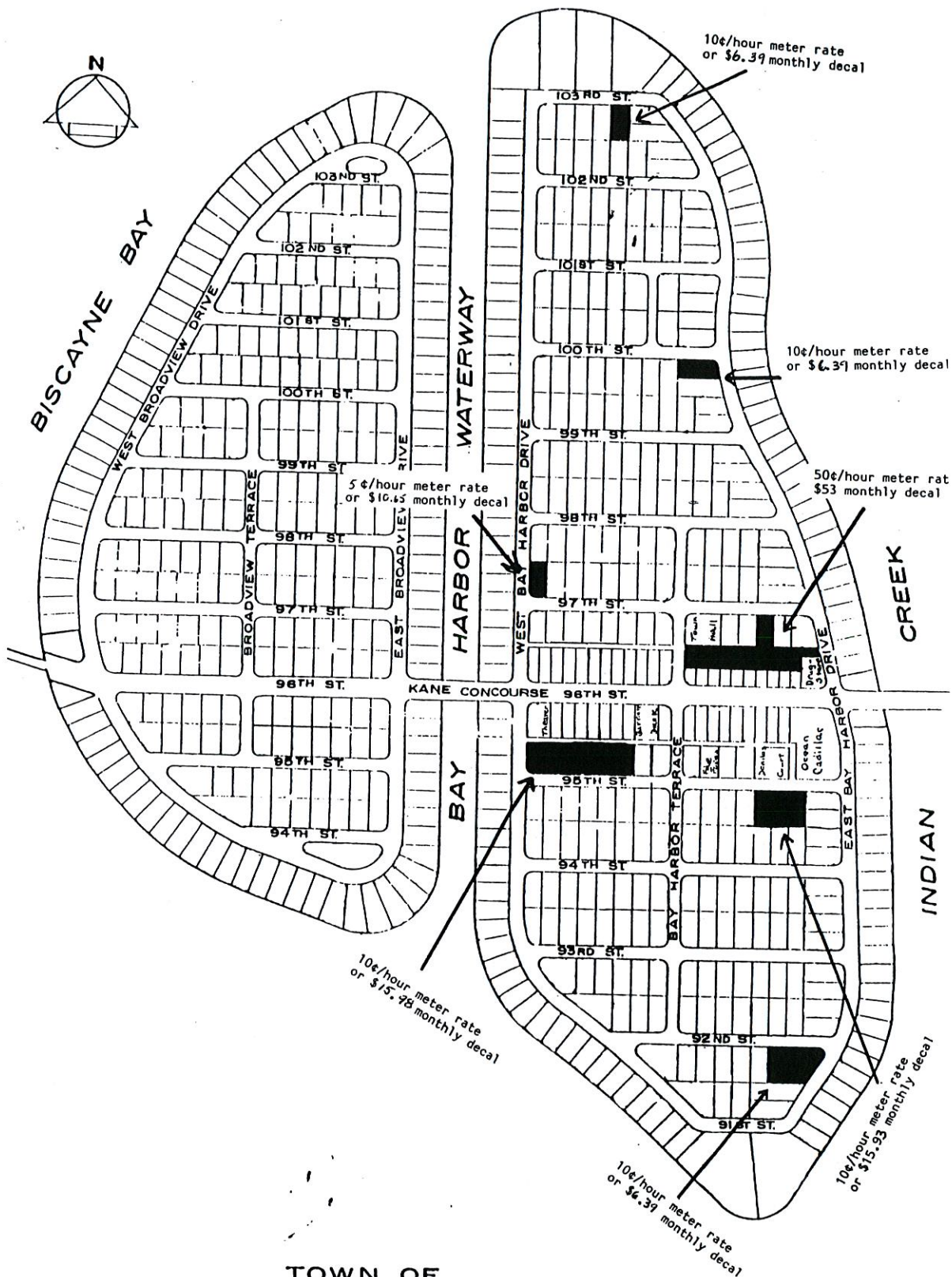
Number of spaces: 28 in lot
Meter Rates: 25¢ = 5 hours
 10¢ = 2 hours
 5¢ = 1 hour
Meter Duration: 12 hours max.
Monthly Permit: \$6.39

Block 8 Parking Lot
(100th Street & E. Bay Harbor Dr.)

Number of spaces: 28 in lot
 4 outside lot
Meter Rates: 25¢ = 5 hours
 10¢ = 2 hours
 5¢ = 1 hour
Meter Duration: 12 hours max.
Monthly Permit: \$6.39

Block 16 Parking Lot
(92nd Street & E. Bay Harbor Dr.)

Number of spaces: 74 in lot
 11 outside lot
Meter Rates: 25¢ = 2½ hours
 10¢ = 1 hour
 5¢ = ½ hour
Meter Duration: 12 hours max.
Monthly Permit: \$6.39



TOWN OF BAY HARBOR ISLANDS

PARKING REQUIREMENTS AND ANALYSES

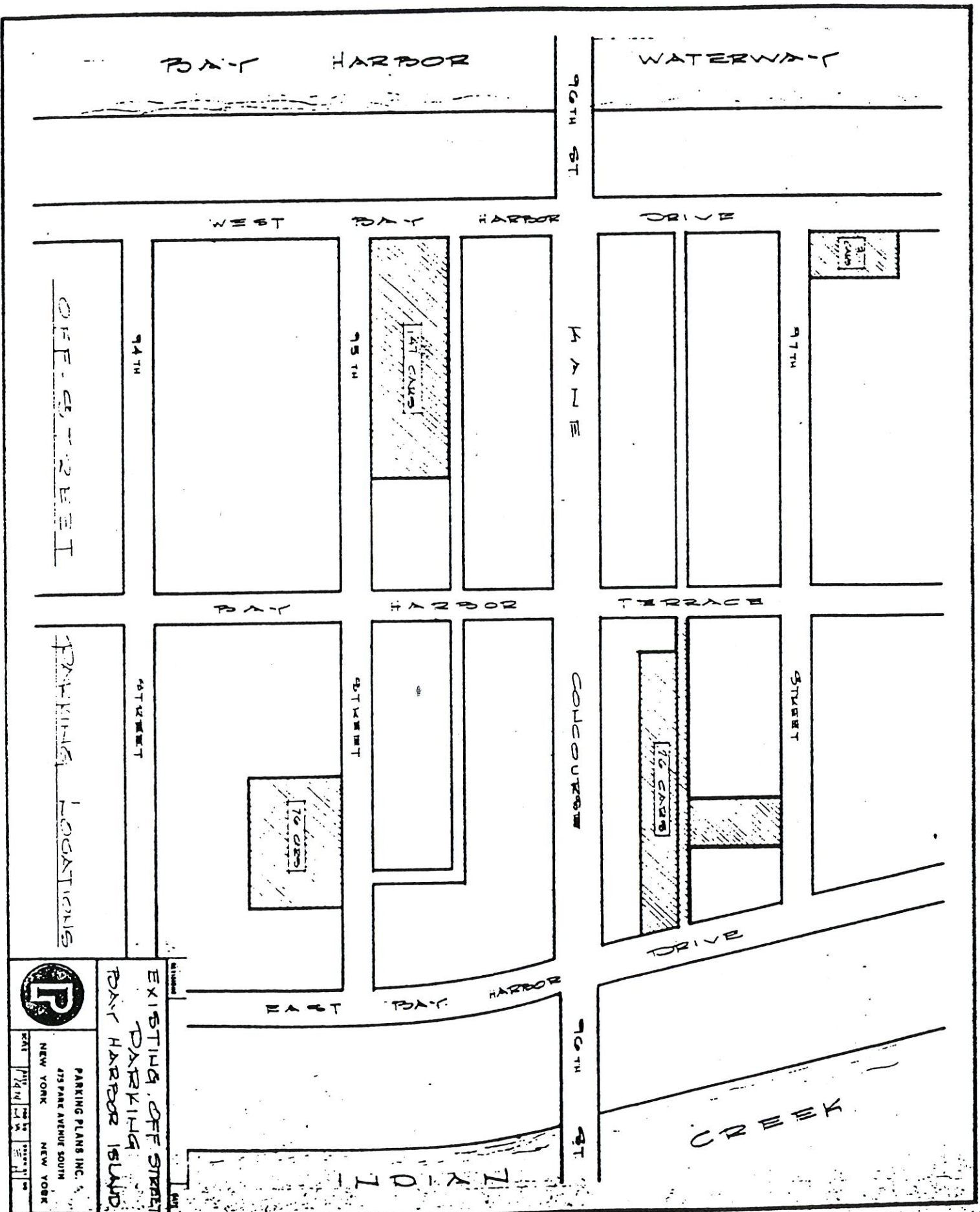
for the

TOWN OF BAY HARBOR ISLANDS

March, 1974

The Existing Municipal Parking Locations in the Town of Bay Harbor Islands

<u>Location</u>	<u># of Spaces</u>	<u>Meter Rate</u>	<u>Monthly Rate</u>
1) Between East Bay Harbor Drive and Bay Harbor Terrace, north of Kane Concourse	126	10¢ per hr; 12 hr. limit	\$10.00
2) Rear of Bay Harbor Theatre	147	5¢-10¢-25¢; 12 hr. limit	\$ 7.50
3) South side of 95th Street, opposite De Continental Restaurant	76	5¢-10¢-25¢; 12 hr. limit	\$ 7.50
4) Meters on Kane Concourse	102	5¢;12 hr.limit (EBH-BHT) 5¢;12 hr.limit (BHT-WBH)	No monthly rate
5) Meters on North Side of 95th Street	15	1¢ per 6 minutes 5¢ per 30 minutes	No monthly rate
6) Meters on South Side of 97th Street	14	5¢; 12 hr. limit	No monthly rate
7) 97th Street and West Bay Harbor Drive	27	5¢-10¢-25¢; 12 hr. limit	\$ 5.00
8) 92nd Street and East Bay Harbor Drive	83	5¢ per 1½ hr.-10¢-25¢; 12 hr.limit	\$ 3.00
9) 100th Street and East Bay Harbor Drive	32	5¢ per 1½ hr.-10¢-25¢; 12 hr.limit	\$ 3.00
10) South Side of 103rd Street	31	5¢ per 1½hr.; 12 hr.Limit	\$ 3.00
Total Spaces	653		



AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 5.

ITEM:

Approval of the following meeting Minutes:

- a. August 8, 2016 - Regular Council Meeting
- b. August 24, 2016 - Special Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	8-8-16	8-8-16 reg DRAFT.pdf
2.	8-24-16	8-24-16 spc DRAFT.pdf

**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 Neu hut, 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

**TOWN OF BAY HARBOR ISLANDS
SPECIAL COUNCIL MEETING AGENDA**

A special Council meeting was held on August 24, 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 Elizabeth Tricoche

Item 1. Approval of an ordinance on second 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

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council. She asked for an explanation of the proposed ordinance and also asked for the maturity on the loan.

Finance Director Short stated that the initial financing was done for the community enhancements project. He explained that the interest rates have declined in recent years and recommended that we refinanced to save money. The possible savings on the refinancing would be over \$500,000.

CLOSED PUBLIC COMMENT

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

There being no further business to discuss meeting was adjourned at 7:06 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an ordinance on **second** 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
----	-----------	-----------------------------------

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

November 14, 2016

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **second** 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. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	PH Religious Institutions.pdf
----	--------------------	-------------------------------

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

November 14, 2016

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on **second** 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.

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

The registration and annual fees would be done by Resolution.

RECOMMENDED ACTION:

Council Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

1.	Proposed Ordinance	VR-Draft Ord Nov 7 2016 (2).pdf
2.	Exhibit A	Exh A - vacation rentals.pdf
3.	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 TOWN'S EAST ISLAND; 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, RM-3 AND B-1 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, RM-3 Multiple Family Residential zoning districts and the B-1 Business zoning district; 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, RM-3 and B-1 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 17th day of October, 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 a residential property as a Vacation Rental within the Town of Bay Harbor Islands, knowing or should have known 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 occupancy / 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 immediately.

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.
4. As related to violations of the Town's sexual offender regulations found in Section 14-7 of the Town Code and the provisions set forth herein, the Town shall immediately revoke the Vacation Rental BTR indefinitely, and shall not re-issue a BTR until the Police Chief approves the re-issuance.

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 November 14th, 2016, as evidenced by a written and validly executed rental agreement or contract provided to the Town Manager no later than November 14th, 2016 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 November 14, 2016 shall comply with the provisions of this Article. No Vacation Rental shall be occupied pursuant to a contract / lease entered into after November 14, 2016, 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.

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 least 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

November 14, 2016

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on **second** 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: Marlene Siegel, Town Clerk
 Jordan Leonard, Mayor

ATTACHMENTS

1.	Proposed Ordinance	Ordinance - Conversion Therapy - Rev.pdf
----	--------------------	--

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

November 14, 2016

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an **ordinance** on **first** reading requested by Council Member Yaffe amending Section 5-5 of the Town Code to clarify the provisions of the construction fence requirements. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Robert Yaffe, Council Member

ATTACHMENTS

1.	Proposed Ordinance	Construction Fence - ordinance.pdf
----	--------------------	------------------------------------

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS FLORIDA AMENDING SECTION 5-5 OF THE BAY HARBOR ISLANDS TOWN CODE WITH REGARD TO THE REGULATION OF CONSTRUCTION SITE OPERATIONS TO EXPAND THE DEFINITION OF CONSTRUCTION SITE AND TO INCLUDE A REQUIREMENT FOR A SEPARATE PERMIT FOR CONSTRUCTION SITE FENCES; 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 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 regulation of construction site operations is necessary for preserving and maintaining the public health, safety, welfare and high quality and standards and aesthetic beauty within the Town; and

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

Section 1.

Section 5-5 of the Code of Bay Harbor Islands is hereby amended as follows:

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.

- (a) Definitions: The following words or phrases when used in this section shall have the meanings ascribed to them herein:

(1) “Construction Site” ~~or site~~ includes all sites where new construction, renovations, or additions take place, other than just interior work ~~which that~~ is not visible to the exterior of the premises, and any construction that shall include excavation or exposure of the interior of an existing structure. A Construction Site shall not include paving or repaving of a driveway, or other re-surfacing and/or minor interior renovations or construction which that is not exposed to the elements.

(2) “Secure”, in reference to items, includes fastening down or removing all hazardous objects, including but not limited to, such as construction shacks, temporary toilets, roofing tile, building materials, trash, forms, insecure structures, and temporary electric service poles. The term “Secure” as applied to ~~site~~ Construction Site access, includes protecting the Construction Site, during the hours described herein in paragraph (i), by way of locked fence surrounding the perimeter of the site and/or the provision of a security.

- (b) *Debris control.* ~~All properties with on-going construction activities~~ A Construction Site

shall be maintained ~~the premises~~ in a neat and orderly manner. A trash enclosure, dumpster, or other container shall be maintained in the Construction Site ~~on-site~~ at all times. Loose debris shall be placed within the enclosure. A cover shall be maintained over such debris containers during periods when no construction activity is taking place and at the end of each construction day.

- (c) *Erosion and run-off control.* In compliance with the Town's National Pollution Discharge Elimination System (NPDES) permit requirements, prior to beginning any clearing, grubbing, or construction activities, as part of the building permit process, the contractor shall submit a plan (**Erosion and Sediment Control Plan**) detailing the location and handling of materials, soils and outlining the actions that will be taken to prohibit run-off of dirt, sand, fluids, vegetation or any other item into the town's stormwater system or onto adjacent property and waterways. Piles of soil, or any other methods approved by the Town, shall provide for a containment area to reduce run-off.
- (d) *Temporary bathroom facilities.* Temporary bathroom facilities shall be placed at a location that minimizes visibility from off-site. Any such facility shall be located behind a temporary construction fence, which shall completely screen the Construction Site on all sides. The bathroom facilities shall be maintained in sanitary condition and emptied on a regular basis. Failure to do so will constitute a violation of this section. No temporary bathroom facility may be kept on a Construction Site unless construction activities are actively occurring.
- (e) *Vegetation maintenance.* Vegetation such as grass, shrubs, trees and groundcovers shall be maintained in such a fashion so that the Construction Site ~~site~~ does not appear overgrown or unkempt. Within 30 days of demolition of an existing structure, the Construction Site ~~site~~ must be sodded and properly maintained, until such time as a Construction fence is erected and construction activity begins.
- (f) *Temporary construction fence.* A temporary construction fence screening the Construction Site shall be erected and maintained in good order at all times ~~properties with on-going construction activities.~~ The temporary construction fence shall be erected and completely in place ~~within 10 days of the issuance of any building permit as a requirement for the issuance of a building permit and prior to for the beginning of construction activities.~~ The temporary construction fence shall be 6 ft. chain fence link with a screening material attached to visually screen and minimize impact to neighboring properties which may be affected by Construction Site dust and debris. A fence permit is also required to be issued for the temporary construction fence, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to the issuance of a building permit.
 - (1) A temporary construction fence will be required for all new construction and substantial renovations.
 - (2) Work being done within the unit is exempt from this requirement. However, if a temporary bathroom facility and/or a dumpster is to be located on-site, the temporary Construction fence must be installed.
 - (3) Work on pools, pool installations or renovations will require a temporary construction fence this type of fencing at all times to avoid health and safety hazards. Also pools undergoing renovations and new pools being installed must be emptied of accumulated water at all times.
- (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~~ shall 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 approval equipment and/or off-duty police officers.
 - (6). Construction fencing with visual/dust barrier.
 - (7). Construction signs.
 - (8). Temporary field-office - construction trailer approval required by Town Council Section 23-4(7)
 - (9). Use of meter parking spaces.
 - (10). Use of right-of-way.
 - (11). Provisions for pedestrian safety and pedestrian paths.
 - (12). Location of construction dumpsters and temporary bathroom facilities.
 - (13). Rodent control at the site shall be maintained for the duration of construction,

until a Certificate of Occupancy is issued (photographs of traps and documentation of treatment by a certified company is required).

(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, code compliance department 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.

- (h) *Job site maintenance.* The owner, occupant or user of a Construction Site shall complete job site maintenance, on a daily basis, prior to the conclusion of each day's work. Daily job site maintenance shall include the following:
- (1). Sweeping of public roadways which are directly affected by Construction Site dust, debris or activities;
 - (2). Pick up and disposal of litter at or generated by the Construction Site;
 - (3). Washing down of any street signs or public facilities which are impacted by dust or debris from the Construction Site activity;
 - (4). Stacking of construction materials in a manner which assures that the materials and the material packaging shall not fall or be transported into any canals, drainage facilities or other water bodies in the vicinity of adjacent to the site;
 - (5). Watering of exposed loose earth at the site so as to minimize off-site transport of particulate matter.
 - (6). Compliance with additional job site maintenance components which are described in an applicable construction staging plan for the Construction project Site.
- (i) *Job site security.* The owner, occupant or user of a Construction Site shall secure the Construction Site from unauthorized access between the hours of 6:00 p.m. and 8:00 a.m. of the next day by the use of a locked fence and/or security, assuming construction activities are occurring during the day. In the event that a hurricane watch is issued by the United States Weather Bureau, the owner, occupant or user of a Construction Site shall comply with the requirements of section 8-16 of the Miami Dade County Code, by taking all steps necessary to Secure the construction site, including removal or securing of hazardous or loose objects.
- (j) *Parking.* Motor vehicles which are used by construction workers and others involved in the construction of the project at the site for the purpose of commuting to and from the Construction Site, shall not be parked off of the Construction Site ~~of the project~~ except in the area or location which shall be first approved in writing by the Town Manager or his/her designee. Parking areas within the Construction Site are to be properly screened from the public and shall not be detrimental to the surrounding neighborhood. The Town approval shall be based on assuring that: public street or right-of-way are not blocked; that adequate parking remains for existing residences and businesses; and that any impact to public parking resources is mitigated.
- (k) *Public Right-of-Way.* Any construction vehicles or equipment involved in construction at a Construction Site which block a public roadway or right-of-way shall require a Town Right-of-Way Use Permit and approval, with appropriate conditions, as issued by the Town Manager or his/her designee, 72 hours in advance of any such activities which impact a public right-of-way.
- (l) *Netting.* All structures exceeding 30 feet in height shall provide a dust/debris netting barrier erected in such a way to completely surround the structure. Structures being erected on waterfront lots and exceeding 20 feet in height shall provide a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the Construction Staging Plan and is subject to Town approval.
- (m) *Enforcement.* Failure to abide by the provisions of this section shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation. Any owner, occupant or user of a construction site who fails to correct a violation of this section, after being given notice by the Town, shall have a fine imposed in the amount of \$250.00 for the a first violation and \$500.00 for a subsequent or repeat violation. If the violation is corrected within the time prescribed in the notice, then the fine shall be waived unless the violation is irreparable or irreversible in nature.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Dade County, Florida, and under Sections 1-8, 23-17, 23-37, 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 relettered 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 immediately upon passage by the Town Council on Second reading.

PASSED AND ADOPTED on first reading this _____ day of _____, **2016.**

PASSED AND ADOPTED on second reading this _____ day of _____, **2017.**

By: _____
JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an **ordinance** on **first** reading requested by Council Member Tricoche regarding the requirement to have construction trailer come before Council for approval. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

This item was discussed at last months Council meeting and the consensus was to bring an ordinance for first reading in November. The proposed ordinance will allow administrative approval of construction trailers that are below 530 sq. ft. in size, basically anything smaller than a 12' x 44' trailer. The applicant will still need a permit and would still have to attend a staging meeting for approval.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	construction trailer ordinance	Temp Construction Trailers - ord..pdf
----	--------------------------------	---------------------------------------

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 ____ day of _____, 2016.

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

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CRAIG SHERMAN, ESQ.
Town Attorney

EXHIBIT “A”

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

CHAPTER 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) The location of the trailer shall be approved by the Town Manager to minimize the impact on neighboring properties.
- (f) The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.
- (g) Construction trailers are permitted to be located on a neighboring staging area if proof is submitted that the property owner agrees to its proposed location.
- (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.

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 12.

ITEM: Consideration and Approval requested by Mayor Leonard of a proposal by Atlantic Paving, Inc. in the amount of \$523,770 for the painting and striping of dedicated bike lanes for the East Island. Enclosed find a copy of the proposal and supporting documents.

DESCRIPTION:

The proposed Bicycle Way design is to improve and create a safer environment for bicyclist through the use of colored pathways.

Bicycle Way is a specially design high friction green bike lane coating for application onto asphalt and / or concrete pavements for the purpose of accenting bike lanes through the use of Florida Highway Administration (FHWA) tested and approved colors.

The cost estimate proposed by Atlantic Paving, Inc. is in the amount of \$523,770 which would include the painting and striping of the entire perimeter road of the East Island. Representative from Atlantic Paving will provide a presentation of with sample materials for the proposed work.

At the September 12th, Regular Council Meeting, the Town Council discussed the color options, locations, safety statistics and the type of pavers.

Furthermore, they instructed staff to contact the vendor to obtain a test patch in front of the 98th Street Park and provide any safety statistics prior to the next Regular Council Meeting.

Attach find report provided by Chief Hemingway.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

To be funded by TDR contributions/Reserve Funds.

BUDGET IMPACT:

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

ATTACHMENTS

1.	Atlantic Paving	Est-ATLANTIC PAVING CO . INC. 4832.pdf
2.	Samples	Atlantic Paving-specs.pdf

3.	Chief Hemingway Report	Green Path - Chief Heminway.pdf
----	------------------------	---------------------------------



Estimate

NAME / ADDRESS		Estimate	
CITY OF BAY HARBOR ISLANDS ATTN: Randy Daniel, P.E.		PROJECT GREEN BIKE LANES	DATE 8/29/2016
DESCRIPTION	QTY	COST	TOTAL
(SQ FT) OUTSIDE BIKE LANE ALONG ENTIRE PERIMETER ROAD OF EAST ISLAND STREETBRICK- XL (BICYCLEWAY) FDOT QPL # 523-0020 GREEN COLORED BIKE LANE COATING AS PER FHWA GREEN COLOR BOX REQUIREMENTS	45,418	6.50	295,217.00
(SQ FT) INSIDE BIKE LANE ALONG ENTIRE PERIMETER ROAD OF EAST ISLAND STREETBRICK- XL (BICYCLEWAY) FDOT QPL # 523-0020 GREEN COLORED BIKE LANE COATING AS PER FHWA GREEN COLOR BOX REQUIREMENTS	35,162	6.50	228,553.00
NOTES : -- CITY HIRED PUBIC INFORMATION OFIICER TO COORDINATE PARKING ISSUES WITH RESIDENTS DURING INSTALLATION PROCESS. -- MOT / TRAFFIC CONTROL IS INCLUDED AS NEEDED -- PRESSURE WASHING OF SURFACE PRIOR TO APPLICATION AS NEEDED. -- APPLICATION AREAS TO BE DETERMINED AS PER EXISTING LAYOUT. -- ONE MOBILIZATION IF EXTRA NEEDED ADD (\$ 900.00) EACH -- PRICE IS BASED ON REGULAR DAY TIME HOURS OF OPERATION. -- PURCHASE ORDER NEEDED TO SCHEDULE -- ADDITIONAL 2 YEAR WARRANTY FOR A TOTAL OF (5 YEARS) EXCLUSIONS : -- PERMITS -- BONDING -- TRAFFIC POLICE -- THERMOPLASTIC REMOVAL AND / OR INSTALLATION -- INSTALLATION OF THERMOPLASTIC LOGOS, ARROWS OR STRIPING OF ANY KIND			
PRICE VALID FOR 30 DAYS / ALL WORK IS GUARANTEED FOR 3- YEARS		TOTAL	\$523,770.00

Customer agrees to pay all costs & attorney's fees for collection of any unpaid balance .
Any invoice not paid within 30 days will be subject to a late charge of 18 % per annum

SIGNATURE

8309 N.W. 70th Street Miami, FL 33166
Ph: (305) 513- 8632/ Fax: (305) 513- 8633
www.atlanticpaving.com / e-mail: info@atlanticpaving.com

ABOUT US/ WHY US

Over the last few decades, as technology and manufacturing have improved the quality of decorative surfacing products we at ATLANTIC PAVING COMPANY recognized the benefit of having specific products designed for each type application. It is based on this core concept that we developed one of the most complete full spectrum product lines in the industry. By having such a varied product line we can offer our clients whether FDOT, FHWA, FDEP, Municipalities or Commercial Developers the absolute best pricing with products specifically tailored to their needs. Our full spectrum product line has positioned APC to be at the forefront of this technological revolution in product development coupled with proper implementation. Our varied product line has earned us the reputation as the go to company for many statewide decorative roadway projects and commercial applications of all types.

Our hard earned reputation has only grown stronger over the past almost 20 years through consistently providing our clients throughout the state of Florida with full satisfaction in three key criteria: **# 1 Performance** – We have invested in highly specialized equipment as well as training for key personnel in order to be able to perform regardless of the type of material chosen. **# 2 Pricing** – As a result of having different products for each type surface we can compete on price to a degree that our competitors can only dream of. **# 3 Products** – We have one of the most unique decorative product catalogues in the industry which is supported by one of the best sales and support staff in the state of Florida.

When it comes to artistic and unique designs whether we are working with world renowned artists installing their vision of kinetic art on a roadway or working with local artists installing custom 3-D motifs we are often the chosen company for many regional streetscape and art in public places projects. With our advanced manufacturing capabilities we are able to manufacture any design that your imagination can conceive whether it's an artistic application for crosswalks, intersections or sidewalks and medians we can make your streetscape vision a reality.

With almost 20 years of installation experience working with all kinds of materials and products (18 and counting) our installation crews are experienced in working under the most difficult installation environments and deadlines so you can be sure that we will get your project completed on time. We are able to do this because of our unfailing commitment to customer service, for we know that our success is closely tied to yours, and the more efficiently we can provide our services, the more success we will both enjoy. Our team of customer service professionals works diligently to understand the needs of every one of our customers, taking a complete list of specs and performance criteria and turning them into fully developed projects.

Looking to the future we at APC understand through years of hands on experience installing every type of product available that a product line can never remain static and thus we continually have products in the Research & Development stage. At this point we are very excited about several decorative surfacing products in different stages of development that we feel will continue to give us the lead over our competition especially as pertains to those companies that offer a very limited product catalogue.

In the almost 20 years that we have been involved in the Streetscape decorative surfacing industry it has grown exponentially and we have been involved from the very beginning. With the current advancements in manufacturing technology coupled with our vision to see where improvement is needed we want you to feel confident that you have made the right choice by counting on ATLANTIC PAVING COMPANY of Miami, Florida to satisfy your decorative surfacing needs.



BicycleWay

BICYCLE WAY (FDOT s523-0020 /FHWA approved)

BICYCLE WAY is a specially designed high friction green bike lane coating for application onto asphalt and/ or concrete pavements for the purpose of accenting bike lanes through the use of FHWA tested and approved colors.



CREATING SAFER ENVIROMENTS FOR BICYCLISTS THOUGH THE USE OF FHWA APPROVED COLORED PATHWAYS



BICYCLIST ARE SAFELY LEAD THROUGH MAJOR CONFLICT ZONES

BENEFITS: Integral Colored Coating / Renewable Surface / High Friction / Impervious / Washable / FHWA approved Colors / Fortified with High Friction Abrasives

ATLANTIC PAVING CO,INC. PH: (305) 513- 8632 email: info@atlanticpaving.com website: www.atlanticpaving.com



Jordan W. Leonard
Mayor
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863
jleonard@bayharborislands.net

STREETBRICK- XL "BICYCLE WAY"



Product: STREETBRICK- XL (Bicycle Way) FDOT QPL # s 523-0020 / FHWA approved

Location: Miami

Specification: FDOT / FHWA Green Colored Bicycle lane.

Project requirements:

- FDOT approved QPL # s 523-0200 product (vehicular & non vehicular)
- Ability to be installed on new or existing asphalt and or concrete without affecting the new thermoplastic striping
- ADA compliant
- FHWA approved colors with many more colors available
- Fast installation 4- hour cure to allow traffic loading
- Color fastness with true integral color
- Maintain a high coefficient of friction for the design life of the system
- Renewable and budget friendly surface
- Washable surface

STREETBRICK- XL "BICYCLE WAY"

Project goals: Using approved means and methods to highlight a safe route and pathway for bicyclists thru the use of color at a location where a large number of bicyclist and motorist intersect on a daily basis.

Results:

Project has been included in FDOT 3- year evaluation study to document the changes in behavior of both bicyclist and motorists.



Product specifications available upon request please contact Ray Cruz at info@atlanticpaving.com

STREETBRICK- XL "BICYCLE WAY"



Product: STREETBRICK- XL (Bicycle Way) FDOT QPL # s 523-0020

Location: Bayshore Drive – Collier County

Specification: Colored Bicycle lane.

Project requirements:

- FDOT approved QPL # s 523-0200 product (vehicular & non vehicular)
- Ability to be installed on new or existing asphalt and or concrete without affecting the new thermoplastic striping
- ADA compliant
- UV stable color pigmentation
- Fast installation 4- hour cure to allow traffic loading
- Color fastness with true integral color

STREETBRICK- XL "BICYCLE WAY"

- Renewable / Washable surface treatment
- Maintain a high coefficient of friction for the design life of the system

Project goals: Using approved means and methods to highlight a safe route and pathway for bicyclists thru the use of color at a location where a large number of bicyclist and motorist intersect on a daily basis. Additionally in this case was the intended goal of drawing the bicyclist off the sidewalk in order to avoid the collisions that were occurring between pedestrians & bicyclist prior to BicycleWay color coating being added to the bike lanes.

Results:

Bicyclists have a colored pathway on the shoulder of the roadway that they can call their own and pedestrians have their sidewalk back.



Product specifications available upon request please contact us @ info@atlanticpaving.com



Sean Hemingway
Chief of Police

BAY HARBOR ISLANDS POLICE DEPARTMENT

9665 Bay Harbor Terrace • Bay Harbor Islands, FL 33154
(305) 866-6242 • www.bayharborislands.org



Ronald J. Wasson
Town Manager

October 24, 2016

Mr. Ron Wasson- Town Manager
Town of Bay Harbor Islands
9665 Bay harbor Terrace
Bay Harbor Islands, FL 33154

Dear Mr. Wasson,

On September 12, 2016, The Town of Bay Harbor Islands Council requested any statistical data or information that our police department had relating to the benefits of the Green Lane Bike Project, as an increased safety measure around the East Island. With limited information related to the project, I request that our agency be allotted additional time to complete research independent of the vendor, Atlantic Paving.

Research was conducted and municipalities were identified which currently utilized this project. BHIPD staff made contact with the individual agencies. Municipalities included, Boca Raton, Miami Beach, Miami-Dade County, Naples (State of Florida), and New York City, NY (out of state). The results were as follows:

Boca Raton - No Statistical Data

Miami-Beach- No Statistical Data (Currently conducting analysis – completion date 30-90 days)

Miami-Dade - No Statistical Data

Naples - No Statistical Data

(In most cases, safety/injury surveys were not requested by the individual municipalities listed above, as the projects were merely to enhance pre-existing bicycle paths.)

Statistical data relating to post installation Green Path Project:

New York City- Three-year study revealed:

Cycling increased 108 percent

Pedestrian Injuries- reduction 22%



Sean Hemingway
Chief of Police

BAY HARBOR ISLANDS POLICE DEPARTMENT

9665 Bay Harbor Terrace • Bay Harbor Islands, FL 33154
(305) 866-6242 • www.bayharborislands.org



Ronald J. Wasson
Town Manager

Bicyclists Injuries- reduction 2%
Over Injuries (including vehicles)- Reduction 20%

Based on the high visibility and documented reductions in pedestrian, bicycle and overall injuries, I suggest this project as another means of providing safety zones for our residents and the community as a whole. I considered similarities between New York City and Bay Harbor Islands, such as higher pedestrian and bicyclist traffic not normally associated in communities with more of an urban sprawl environment and less dense. The lack of sidewalks and green space in BHI, were considered as well. One example cited in an FDOT study from 2010, determined that the lateral spacing between bicycles and vehicles increased and the speeds of vehicles decrease when utilizing a Green Path. This study did not include any data relating to reduction in injuries however.

I believe that the Green Path Project will also serve to increase visibility alerting motorists to other critical factors such as children playing in or near the street, as well as near and adjacent to parks. I would suggest the Green Paths be installed around our busiest parks as part of the overall project.

Respectfully submitted,

Chief S. Hemingway

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 13.

ITEM: Approval of Change Order # 25 in favor of M&J Construction of Pinellas County Inc., in the amount of \$927,778.35 to address necessary repairs needed for spalled areas and deteriorating concrete for the Intra Coastal Waterway, Bay Harbor Waterway and the Indian Creek Waterway.

DESCRIPTION:

Council had previously approved Change Order # 20 in the amount of \$1,907,835.66 regarding cost overruns of spall repairs to bent caps, pier plinths, southwest wingwall at abutment, south parapet wall and sidewalk and control house repairs.

Change Order number 25 is associated with the remaining plinths and bents not included in CO 20, in the additional amount of \$927,778.35. The total final cost of spall overrun is \$2,835,614.01, which represents an effective quantity over run of 4,772.23 cubic feet.

This Change Order addresses quantity overruns to Bridge 875101 (ICW), Bridge 875102 (Bay Harbor Waterway) and Bridge 875103 (Indian Creek).

Staff recommends approval of Change Order 25 in favor of M&J Construction, in the amount of \$927,778.35.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure will require an approval for appropriations in the amount of \$927,778.35 from the Causeway Fund Reserves.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Change Order 25	Change Order 25.pdf
----	-----------------	---------------------

Change Order

No. 025

Date of Issuance: October 18, 2016

Effective Date: October 18, 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:

Final supplement to Bridge 875101 (ICWW), Bridge 875102 (Bay Harbor Waterway), and Bridge 875103 (Indian Creek) - Pay Item 401-70-3: Restore Spalled Areas, to address quantity over-runs from additional work necessary to restore deteriorated concrete.

Attachments (list documents supporting change):

1. Copies of Original contract drawings B1-4 with sketches, B1-14 thru B1-42, B1-50 with sketches, B1-68 with sketches, B1-74 with sketches, B2-3 thru B2-7, and B3-1 (updates in RED);
2. Additional Deck Repair Proposal and As-Builts;
3. Summary Spreadsheet

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 11,467,614.18

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 024 :

\$ 3,143,070.31

Contract Price prior to this Change Order:

\$ 14,610,684.49

[Increase] ~~[Decrease]~~ of this Change Order:

\$ 927,778.35

Contract Price incorporating this Change Order:

\$ 15,538,462.84

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. 001 to No. 024 :

Substantial completion (days): 229

Ready for final payment (days): 229

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 709

Ready for final payment (days ~~or date~~): 769

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days ~~or date~~): 000

Ready for final payment (days ~~or date~~): 000

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.

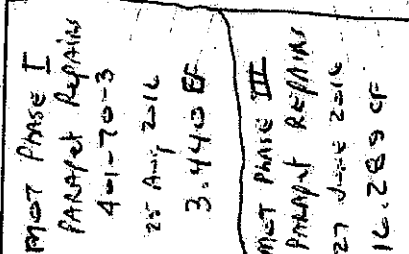
For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

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.

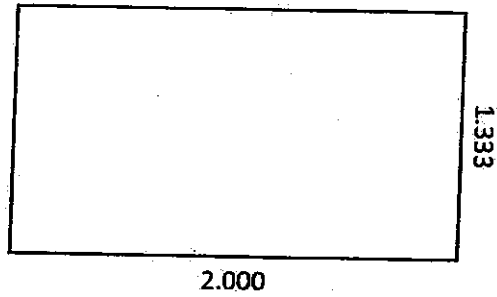
If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



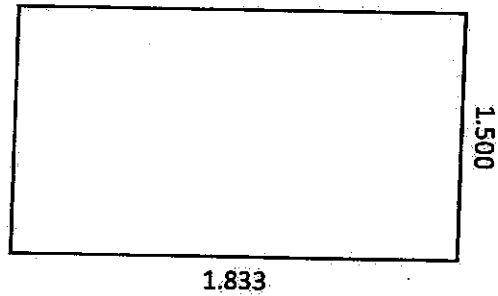
Added Spall Repair Parapet Phase I

Job # 217

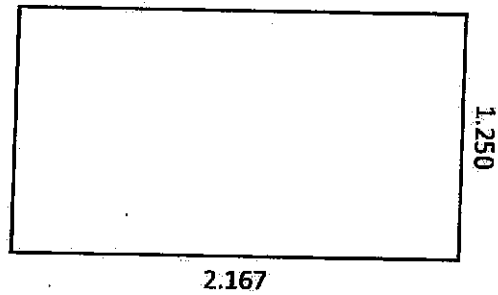
Span 12



Span 13



Span 17

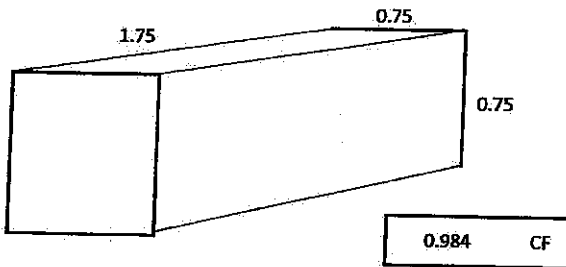


Total SF	8.124
Average Depth	0.423
Bag Count	8.000
Total CF	3.440

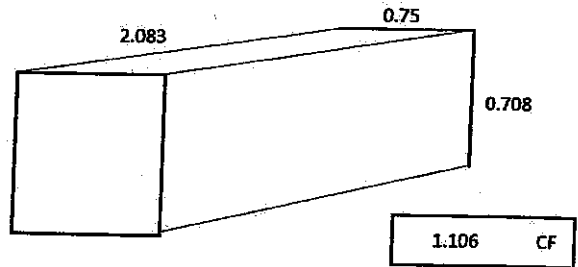
Phase III Parapet Spalls

Job # 217

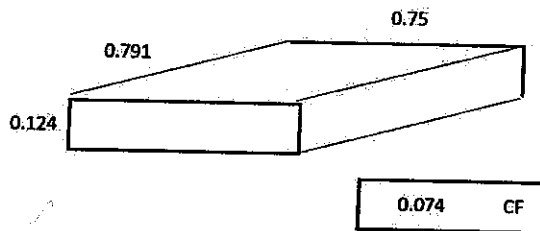
Phase III Parapet Spall 1-1



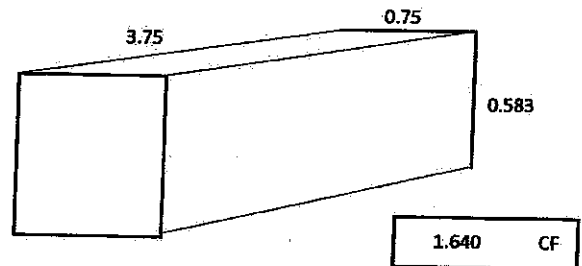
Phase III Parapet Spall 2-1



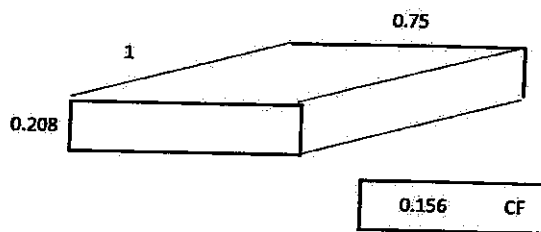
Phase III Parapet Spall 2-2



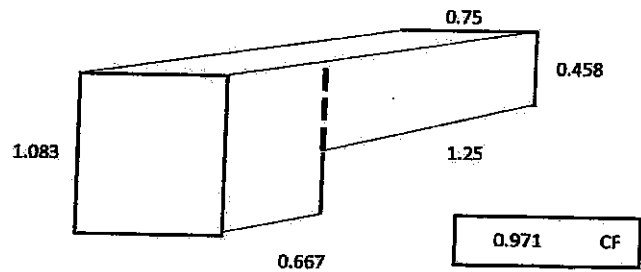
Phase III Parapet Spall 4-1



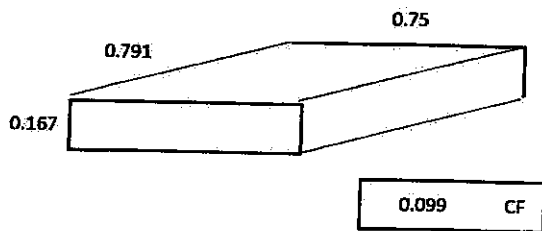
Phase III Parapet Spall 4-2



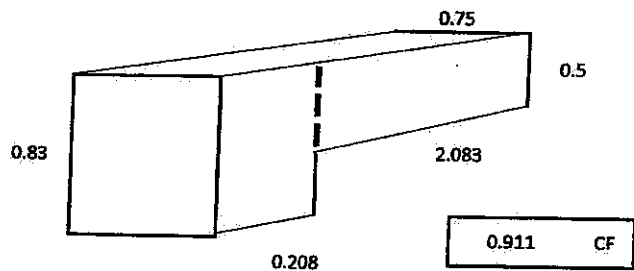
Phase III Parapet Spall 6-1



Phase III Parapet Spall 6-2

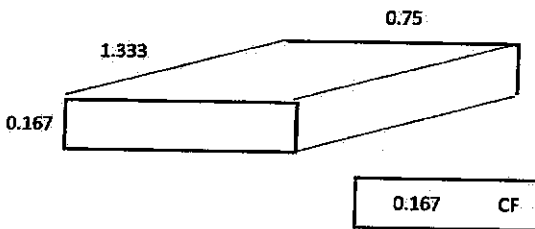


Phase III Parapet Spall 16-1

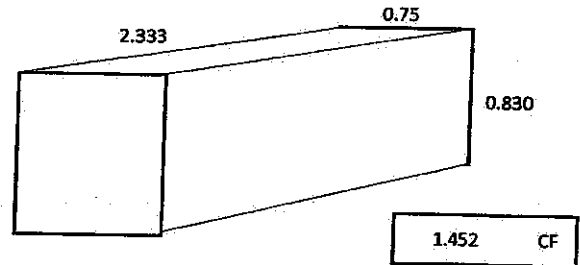


Phase III Parapet Spalls

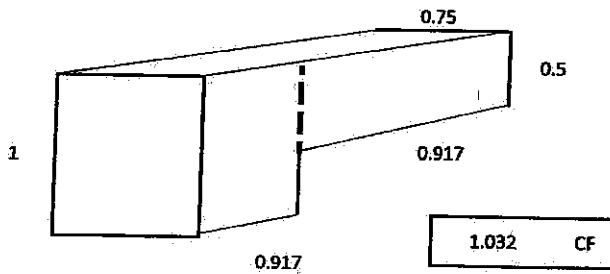
Phase III Parapet Spall 21-1



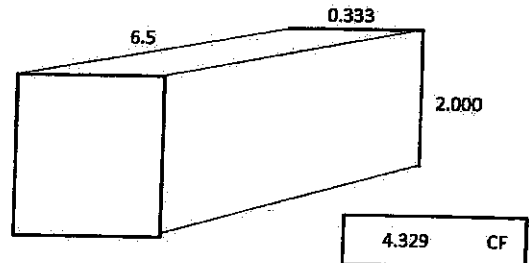
Phase III Parapet Spall 27-1



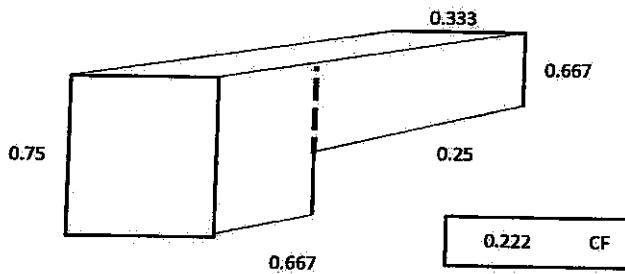
Phase III Parapet Spall 30-1



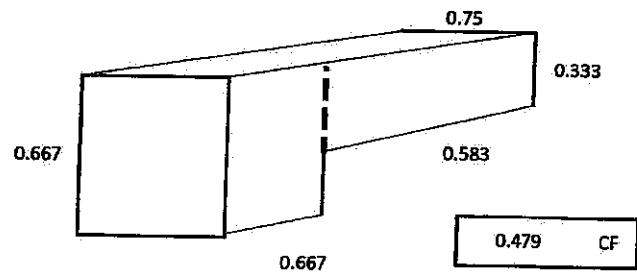
Phase III Parapet Spall 9-1



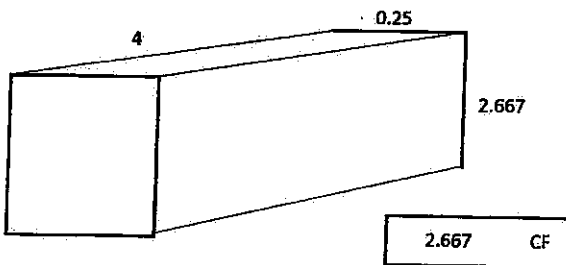
Phase III Parapet Spall 12-1



Phase III Parapet Spall 12-2



Phase III Parapet Spall 26-1



Total Phase III Parapet Spall Repair	16.289	CF
--------------------------------------	--------	----

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
1	30	1.25
2	30	0.42
3	30	2.81
4	30	6.25
5	30	12.80
6	30	16.63
7	30	0.00
8	30	0.00
9	29	7.72
10	28	3.58
11	29	0.00
12	29	24.29
13	29	3.02
14	29	3.28
15	29	1.66
16	29	1.10
17	29	4.05
18	28	4.86
19	28	3.76
20	28	3.43
21	28	2.66
22	27	10.51
23	27	0.00
24	27	10.16
25	27	0.85
26	27	3.11
27	27	3.87
28	27	12.58
29	27	0.00
30	26	3.40
31	26	4.26
32	26	1.59
33	26	1.23
34	26	3.24
35	26	7.89
36	26	2.54
37	25	3.75
38	25	11.03
39	25	0.74
40	25	0.39
41	25	0.30
42	25	3.18
43	25	5.89
44	24	2.28
45	24	4.60

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
46	24	12.54
47	24	2.79
48	23	1.76
49	23	0.80
50	23	5.57
51	22	4.18
52	22	0.00
53	22	3.78
54	22	3.10
55	22	3.60
56	22	3.40
57	21	2.57
58	21	1.14
59	20	11.65
60	20	15.73
61	20	0.00
62	20	0.00
63	17	1.42
64	17	2.21
65	17	1.80
66	17	1.06
67	17	2.30
68	16	6.07
69	16	2.36
70	14	5.57
71	14	2.91
72	14	0.75
73	14	0.31
74	14	1.03
75	14	14.21
76	14	4.88
77	14	0.00
78	14	2.11
79	14	1.36
80	12	2.85
81	12	1.03
82	12	0.59
83	9	1.11
84	9	3.08
85	8	10.71
86	8	2.33
87	8	1.23
88	7	7.80
89	6	3.97
90	6	0.00

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
91	6	1.39
92	6	4.63
93	6	1.31
94	6	2.71
95	6	8.16
96	6	5.32
97	6	0.00
98	6	0.00
99	6	0.00
100	5	1.48
101	5	2.71
102	5	3.14
103	5	3.18
104	5	9.89
105	5	0.32
106	5	0.42
107	5	7.91
108	5	2.62
109	5	7.72
110	5	0.72
111	5	0.64
112	4	4.03
113	4	30.25
114	4	0.00
115	4	3.25
116	4	8.78
117	4	10.13
118	4	3.33
119	3	4.13
120	3	2.08
121	3	18.18
122	2	1.34
123	2	9.77
124	2	7.84
125	2	6.30
126	2	14.15
127	2	0.00
128	2	1.61
129	2	0.00
130	2	10.21
131	2	0.00
132	2	3.68

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
133	2	0.00
134	2	0.00
135	2	0.00
136	2	0.00
137	2	0.00
138	2	0.00
139	2	0.00
140	2	0.00
141	2	0.00
142	2	0.00
143	2	0.00
144	2	0.00
145	2	0.00
146	2	0.00
147	2	0.00
148	2	0.00
149	2	0.00
150	2	0.00
151	2	0.00
152	2	0.00
153	2	0.00
154	2	0.00
155	2	0.00
156	2	0.00
157	2	0.00
158	2	0.00
159	2	0.00
160	2	0.00
161	2	0.00
162	2	0.00
163	2	0.00
164	2	0.00
165	2	0.00
166	2	0.00
167	2	0.00
168	2	0.00
169	2	0.00
170	2	0.00
171	2	0.00
172	2	0.00
173	2	0.00
174	2	0.00
175	2	0.00
176	2	0.00
177	2	0.00
178	2	0.00
179	2	0.00
180	2	0.00
181	2	0.00
182	2	0.00
183	2	0.00
184	2	0.00
185	2	0.00
186	2	0.00
187	2	0.00
188	2	0.00
189	2	0.00
190	2	0.00
191	2	0.00
192	2	0.00
193	2	0.00
194	2	0.00
195	2	0.00
196	2	0.00
197	2	0.00
198	2	0.00
199	2	0.00
200	2	0.00

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
201	2	0.00
202	2	0.00
203	2	0.00
204	2	0.00
205	2	0.00
206	2	0.00
207	2	0.00
208	2	0.00
209	2	0.00
210	2	0.00
211	2	0.00
212	2	0.00
213	2	0.00
214	2	0.00
215	2	0.00
216	2	0.00
217	2	0.00
218	2	0.00
219	2	0.00
220	2	0.00
221	2	0.00
222	2	0.00
223	2	0.00
224	2	0.00
225	2	0.00
226	2	0.00
227	2	0.00
228	2	0.00
229	2	0.00
230	2	0.00
231	2	0.00
232	2	0.00
233	2	0.00
234	2	0.00
235	2	0.00
236	2	0.00
237	2	0.00
238	2	0.00
239	2	0.00
240	2	0.00
241	2	0.00
242	2	0.00
243	2	0.00
244	2	0.00
245	2	0.00
246	2	0.00
247	2	0.00
248	2	0.00
249	2	0.00
250	2	0.00

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
251	2	0.00
252	2	0.00
253	2	0.00
254	2	0.00
255	2	0.00
256	2	0.00
257	2	0.00
258	2	0.00
259	2	0.00
260	2	0.00
261	2	0.00
262	2	0.00
263	2	0.00
264	2	0.00
265	2	0.00
266	2	0.00
267	2	0.00
268	2	0.00
269	2	0.00
270	2	0.00
271	2	0.00
272	2	0.00
273	2	0.00
274	2	0.00
275	2	0.00
276	2	0.00
277	2	0.00
278	2	0.00
279	2	0.00
280	2	0.00
281	2	0.00
282	2	0.00
283	2	0.00
284	2	0.00
285	2	0.00
286	2	0.00
287	2	0.00
288	2	0.00
289	2	0.00
290	2	0.00
291	2	0.00
292	2	0.00
293	2	0.00
294	2	0.00
295	2	0.00
296	2	0.00
297	2	0.00
298	2	0.00
299	2	0.00
300	2	0.00

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
301	2	0.00
302	2	0.00
303	2	0.00
304	2	0.00
305	2	0.00
306	2	0.00
307	2	0.00
308	2	0.00
309	2	0.00
310	2	0.00
311	2	0.00
312	2	0.00
313	2	0.00
314	2	0.00
315	2	0.00
316	2	0.00
317	2	0.00
318	2	0.00
319	2	0.00
320	2	0.00
321	2	0.00
322	2	0.00
323	2	0.00
324	2	0.00
325	2	0.00
326	2	0.00
327	2	0.00
328	2	0.00
329	2	0.00
330	2	0.00
331	2	0.00
332	2	0.00
333	2	0.00
334	2	0.00
335	2	0.00
336	2	0.00
337	2	0.00
338	2	0.00
339	2	0.00
340	2	0.00
341	2	0.00
342	2	0.00
343	2	0.00
344	2	0.00
345	2	0.00
346	2	0.00
347	2	0.00
348	2	0.00
349	2	0.00
350	2	0.00

CAPS DELAMINATION SUMMARY

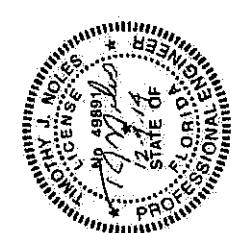
Delamination No.	Ben.	Repair Area ft.
351	2	0.00
352	2	0.00
353	2	0.00
354	2	0.00
355	2	0.00
356	2	0.00
357	2	0.00
358	2	0.00
359	2	0.00
360	2	0.00
361	2	0.00
362	2	0.00
363	2	0.00
364	2	0.00
365	2	0.00
366	2	0.00
367	2	0.00
368	2	0.00
369	2	0.00
370	2	0.00
371	2	0.00
372	2	0.00
373	2	0.00
374	2	0.00
375	2	0.00
376	2	0.00
377	2	0.00
378	2	0.00
379	2	0.00
380	2	0.00
381	2	0.00
382	2	0.00
383	2	0.00
384	2	0.00
385	2	0.00
386	2	0.00
387	2	0.00
388	2	0.00
389	2	0.00
390	2	0.00
391	2	0.00
392	2	0.00
393	2	0.00
394	2	0.00
395	2	0.00
396	2	0.00
397	2	0.00
398	2	0.00
399	2	0.00
400	2	0.00

CAPS DELAMINATION SUMMARY

Delamination No.	Ben.	Repair Area ft.
401	2	0.00
402	2	0.00
403	2	0.00
404	2	0.00
405	2	0.00
406	2	0.00
407	2	0.00
408	2	0.00
409	2	0.00
410	2	0.00
411	2	0.00
412	2	0.00

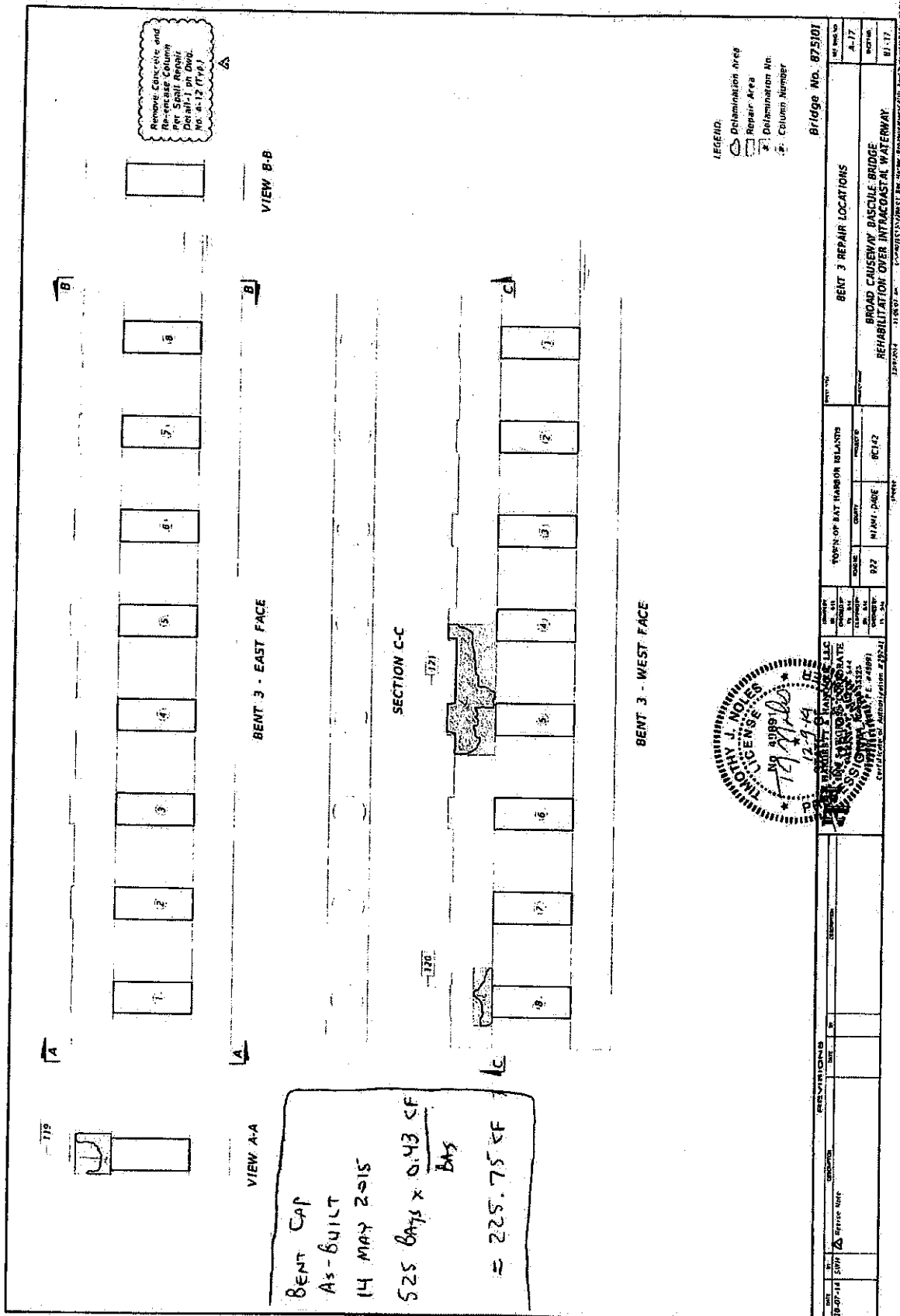
PLINTHS DELAMINATION SUMMARY				PLINTHS DELAMINATION SUMMARY				DECK UNDERSIDE DEFICIENCY			
Delamination	No.	ft.	Repair Area	Delamination	No.	ft.	Repair Area	Span No.	Location	Deficiency	
1P	5	1.88		46P	17	0.00		1	Right overhang near Pier 2	1.5ft x 21ft x 1" spall with exposed rebar	
2P	5	0.88		47P	17	0.42		2	Right overhang near Pier 3	1.5ft x 21ft x 1" spall with exposed rebar	
3P	5	1.50		48P	17	5.10		3	Bay 2-4 near mid-span	15" x 6" x 1" spall with exposed rebar	
4P	5	0.88		49P	17	2.64		4	Bay 3-3 at mid-span	31ft x 21ft x 1.5" spall / delamination	
5P	5	0.31		50P	18	45.50		5	Left overhang over Pier 4	21ft x 31ft x 3" spall with exposed rebar	
6P	6	0.31		51P	18	2.50		6	Bay 4-5 at mid-span	10" diameter x 1" spall with exposed rebar	
7P	6	0.38		52P	18	7.60		7	Bay 4-6 at Pier 4	1.5ft x 10" x 1.5" spall with exposed rebar	
8P	6	0.55		53P	18	10.50		8	Bay 7-8 near Pier 7	31ft x 11ft delamination	
9P	6	0.45		54P	18	4.00		9	Left and right overhangs	(1) spalls / delamination with exposed rebar up to 21ft x 1.4" x 1.5"	
10P	6	0.95		55P	19	42.12		10	Left overhang, 10ft from Pier 9	(5) spalls / delamination with exposed rebar up to 10" x 8" x 1"	
11P	6	0.16		56P	19	5.04		11	Right overhang, 10ft from Pier 10	15" x 11ft x 2" spall with exposed rebar	
12P	6	0.84		57P	19	9.60		12	Right overhang at Pier 10	21ft x 1.4" x 1" spall / delamination with exposed rebar	
13P	6	0.07		58P	19	4.56		13	Left and right overhangs	Intermittent spalls / delamination	
14P	7	0.42		59P	20	20.05		14	Right overhang at Pier 10	(2) spalls / delaminations with exposed rebar up to 31ft x 2.5ft x 1"	
15P	7	0.24		60P	20	0.00		15	Bay 11-2 between 1/3 and 2/3 point diaphragms	spall / delaminations with exposed rebar up to 3 ft x 2ft x 1"	
16P	7	3.74		61P	20	21.29		16	Right overhang at Pier 12, mid-span and Pier 13	5ft x 1.5ft x 2.5" spall / delamination with exposed rebar	
17P	7	0.00		62P	20	4.88		17	Right fascia at Post 13-3 Right	21ft x 9" x 2" spall with exposed rebar	
18P	7	4.55		63P	20	6.24		18	Left overhang at Pier 15	11ft x 7" x 1" spall with exposed rebar	
19P	7	1.82		64P	20	0.00		19	Bay 15-4, 3 ft east of 2/3 point diaphragm	1.5ft x 1.4" x 1" spall with exposed rebar	
20P	7	1.15		65P	20	2.30		20	Bay 18-2 adjacent to east side of 2/3 point diaphragm	(3) spalls / delaminations with exposed rebar up to 11ft x 6" x 1"	
21P	8	0.24		66P	20	0.00		21	Left overhang at 1/4 point and 3/4 point	Spalls / delaminations with exposed rebar up to 1.5ft x 11ft x 1.5"	
22P	8	1.20		67P	20	7.32		22	Bay 19-1 and 6 near 2/3 point diaphragm	11ft x 11ft x 1.5" spall with exposed rebar	
23P	8	1.96		68P	21	7.29		23	Right overhang, 6 ft from pier 19	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
24P	8	0.29		69P	21	24.69		24	Left and right overhangs	Spall with exposed rebar 21x12ft	
25P	9	3.70		70P	21	0.00		25	Bay 21-2 near 3/4 point	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
26P	9	0.58		71P	21	0.00		26	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
27P	9	3.38		72P	22	8.16		27	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
28P	12	5.20		73P	22	29.12		28	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
29P	12	0.91		74P	22	0.00		29	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
30P	13	8.19		75P	22	14.28		30	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
31P	13	0.07		76P	22	3.60		31	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
32P	14	14.56		77P	22	14.40		32	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
33P	14	14.56		78P	22	1.20		33	Left and right overhangs	Intermittent spalls with exposed rebar up to 1ft dia. x 1"	
34P	14	3.90									
35P	14	4.42									
36P	15	19.45									
37P	15	2.99									
38P	16	19.27									
39P	16	6.72									
40P	16	3.60									
41P	16	0.23									
42P	16	7.03									
43P	16	9.46									
44P	17	23.92									
45P	17	13.30									

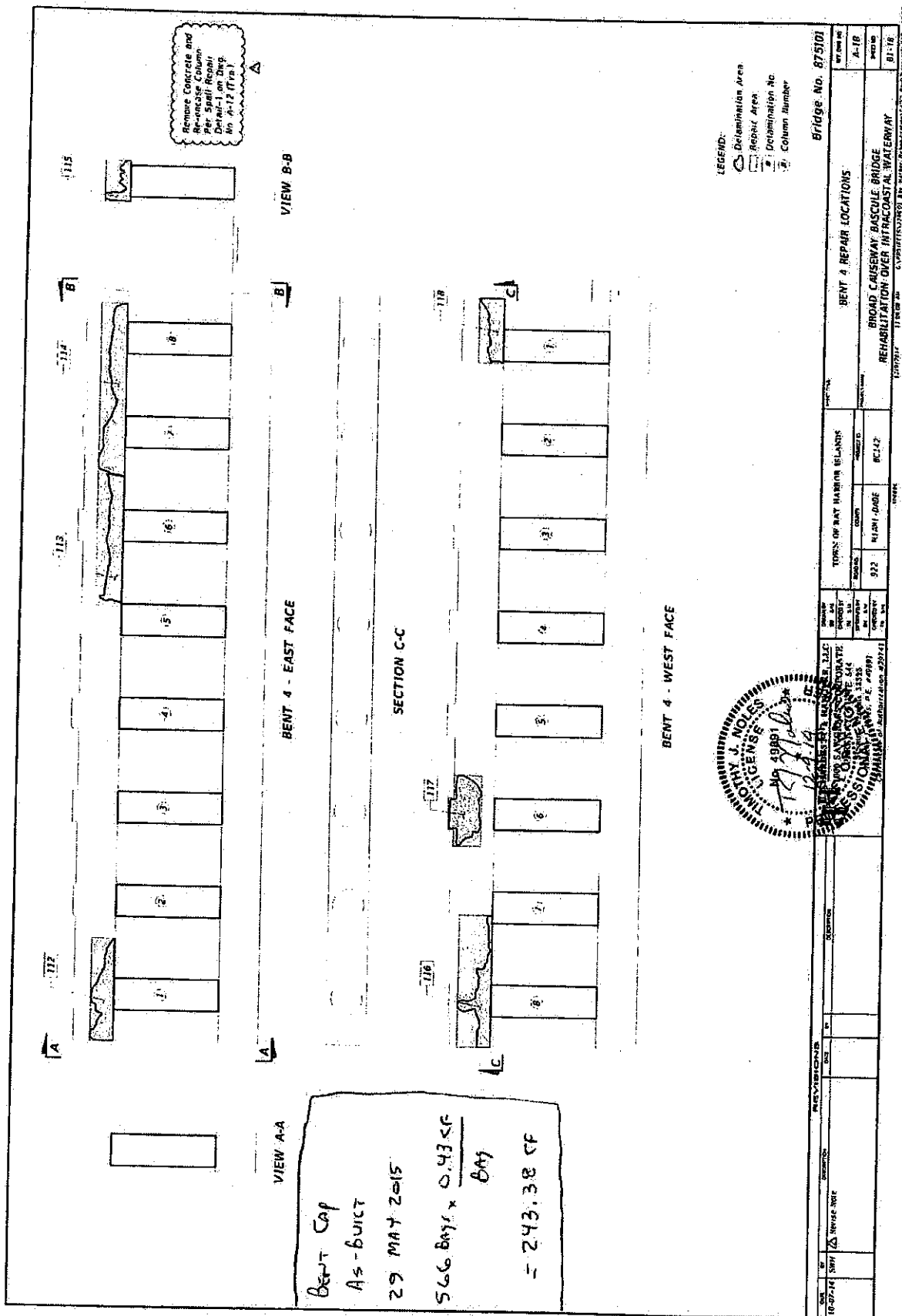
CONTROL HOUSE SUPPORT BEAMS
All (?) control house support beams exhibit spalls with exposed rebar up to 11ft x 11ft.

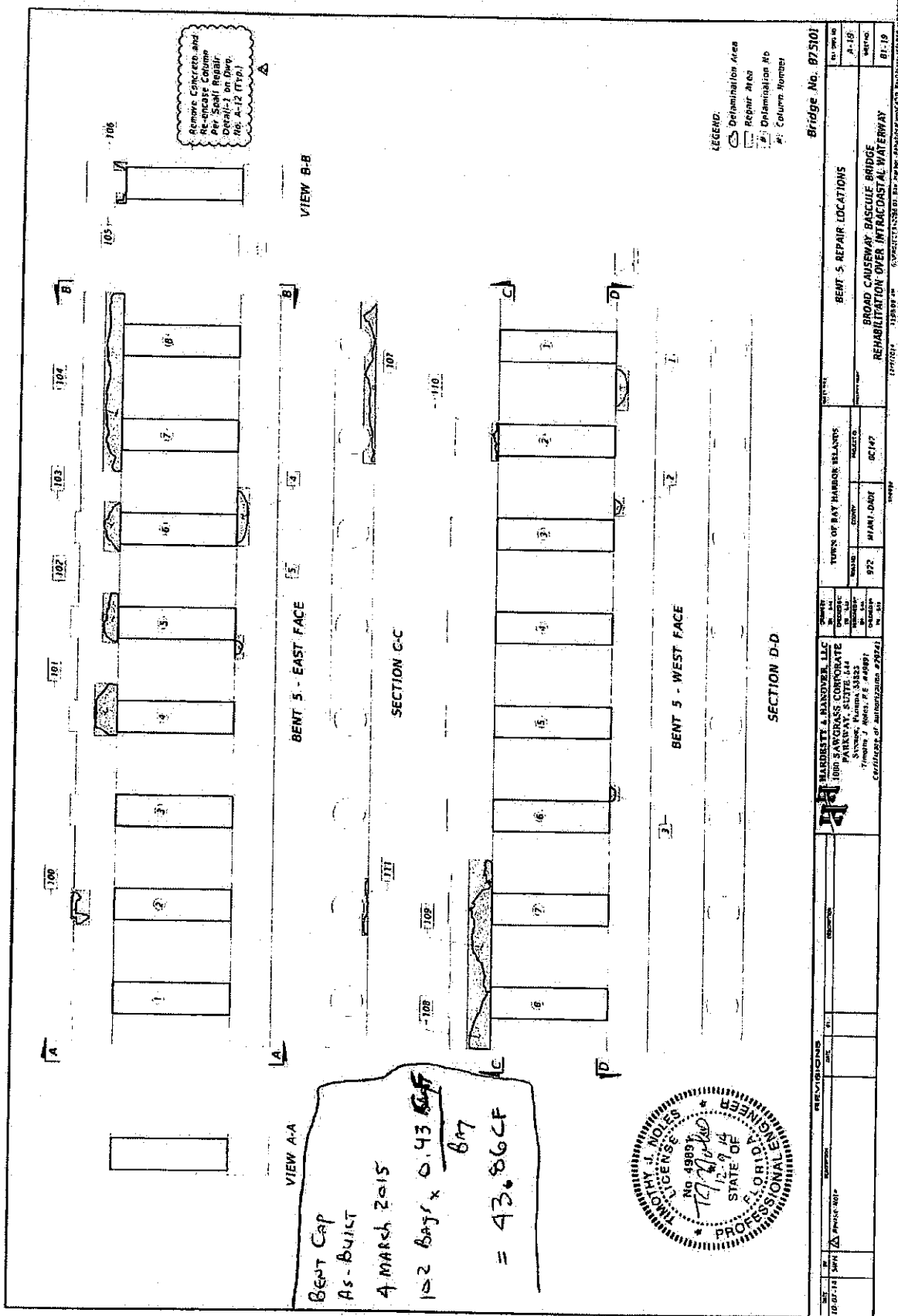


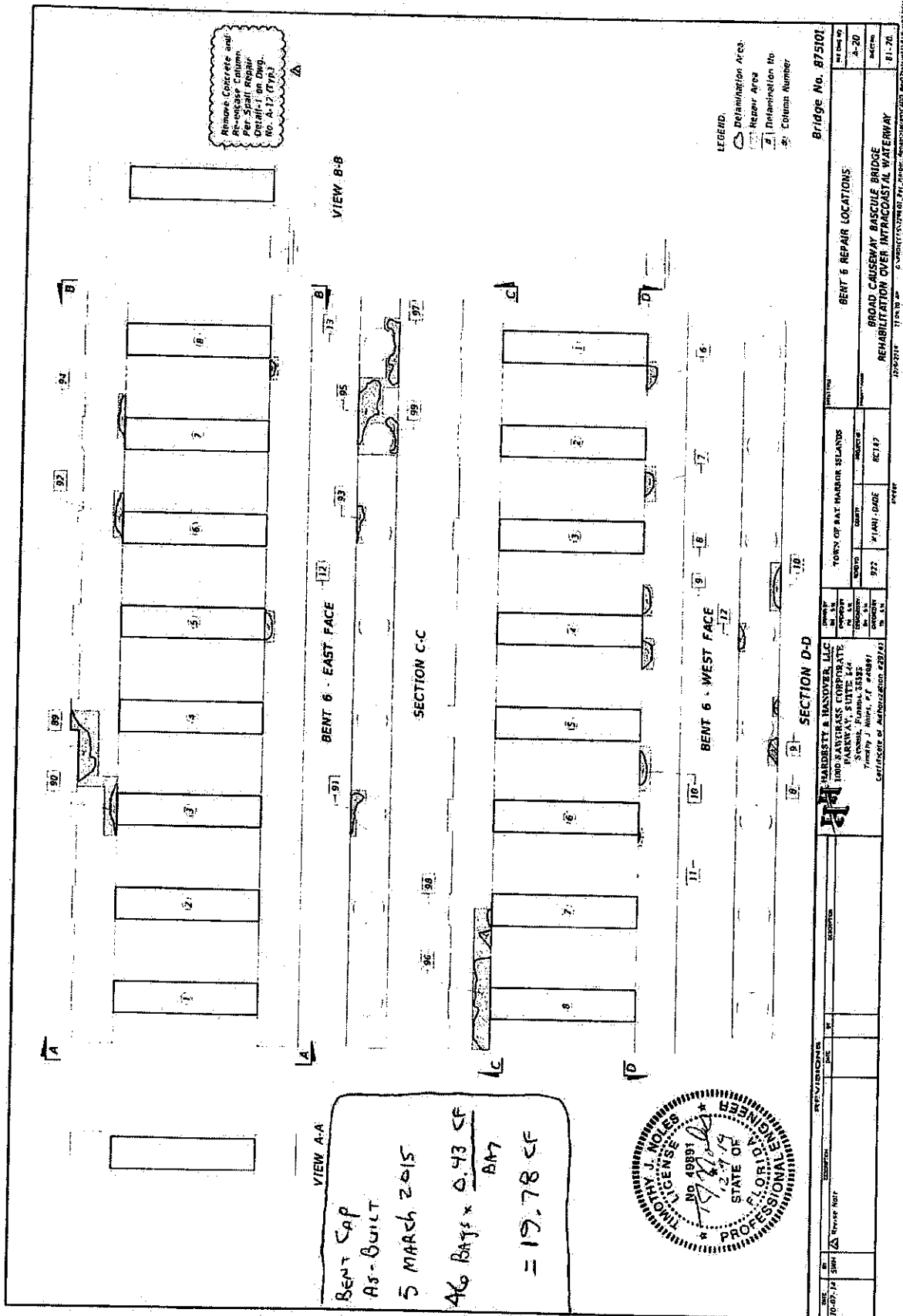
NOTES:
1. Work this sheet with Sheet Nos. 81-16 thru 81-42.
2, 3. Restore spalled areas as detailed on Draw. No. G-13 and G-14.

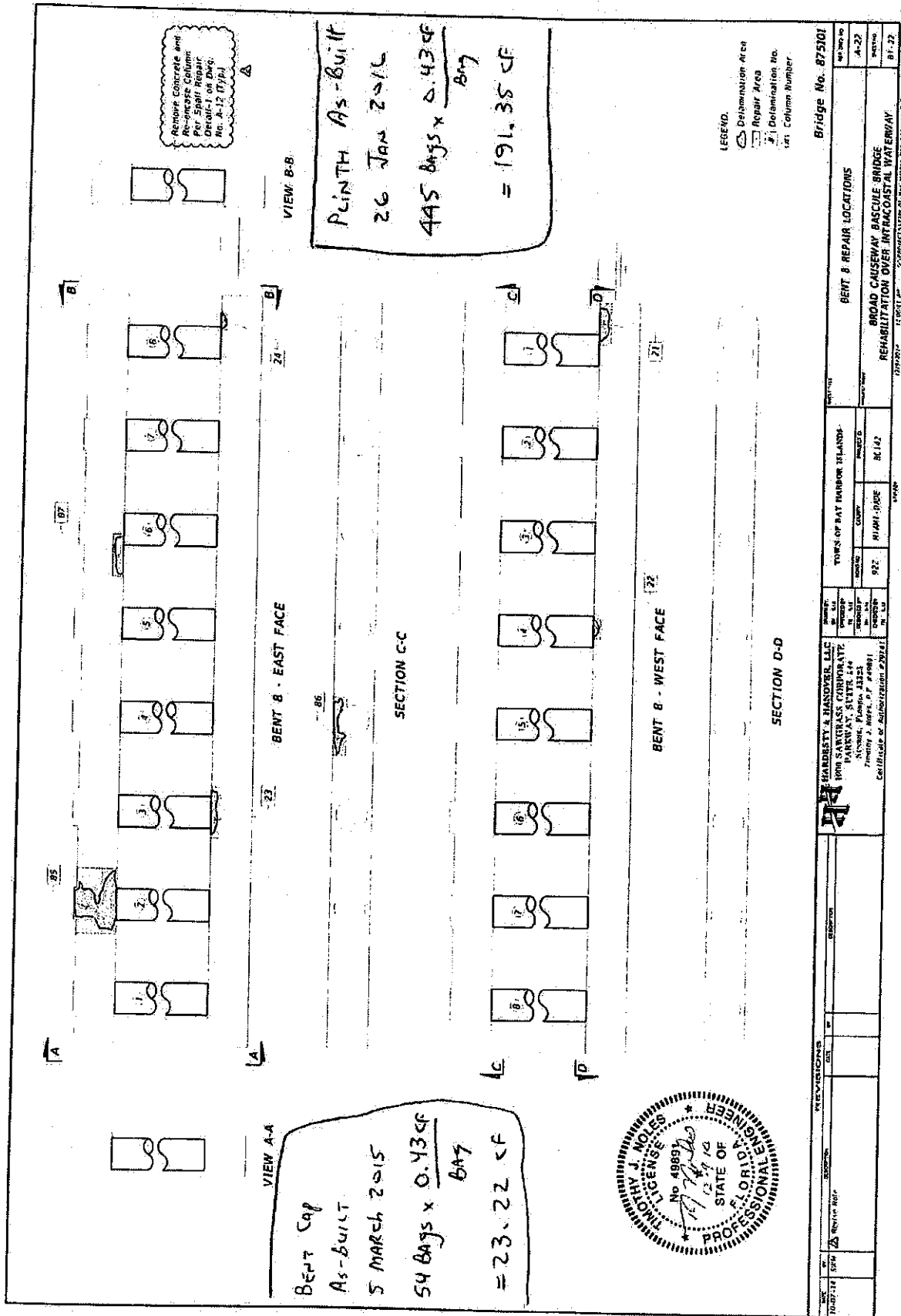
PROJECT NO. 875101 BRIDGE NO. 875101			
CONCRETE REPAIR SCHEDULE (2 OF 2)			
TOWN OF DAY HARBOR ISLANDS		COUNTY OF DADE	
DISTRICT NO. 972		PROJECT NO. 875101	
DRAWING NO. 875101-000		SHEET NO. 81-15	
PROJECT TITLE: BROAD CAUSEWAY BAScule BRIDGE REHABILITATION OVER INTRACOASTAL WATERWAY			
DATE: 11/20/14			

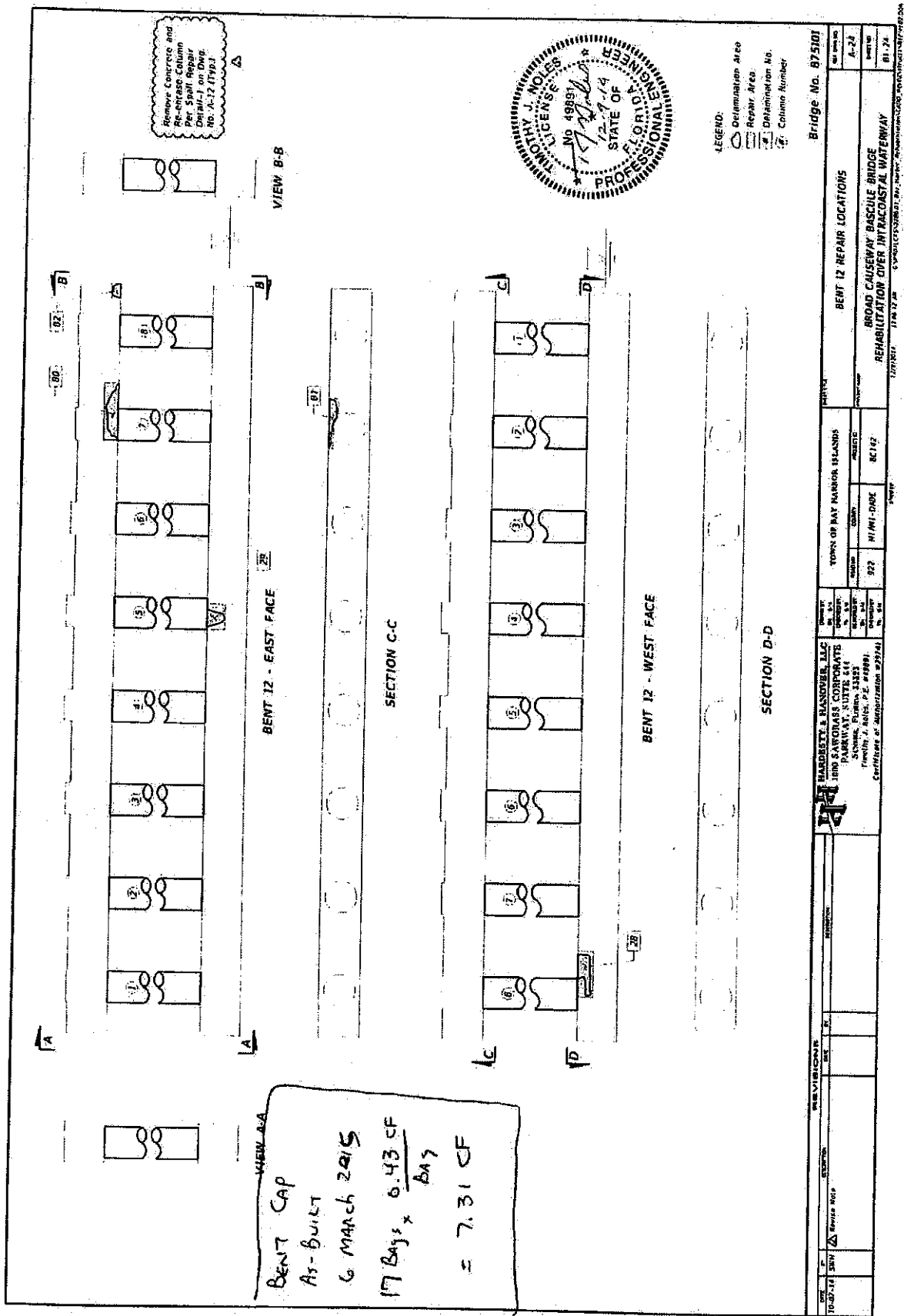


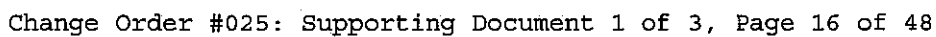


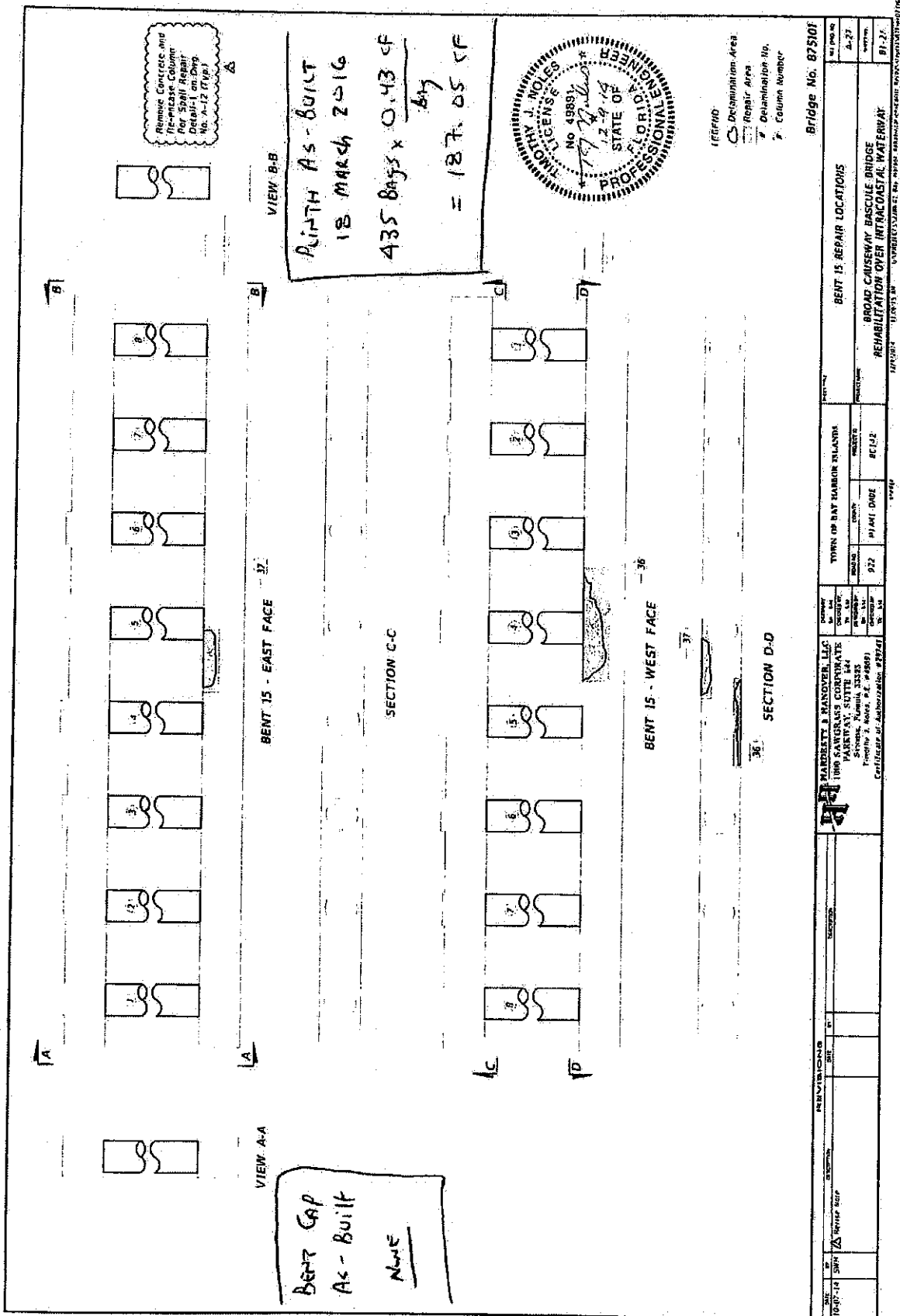


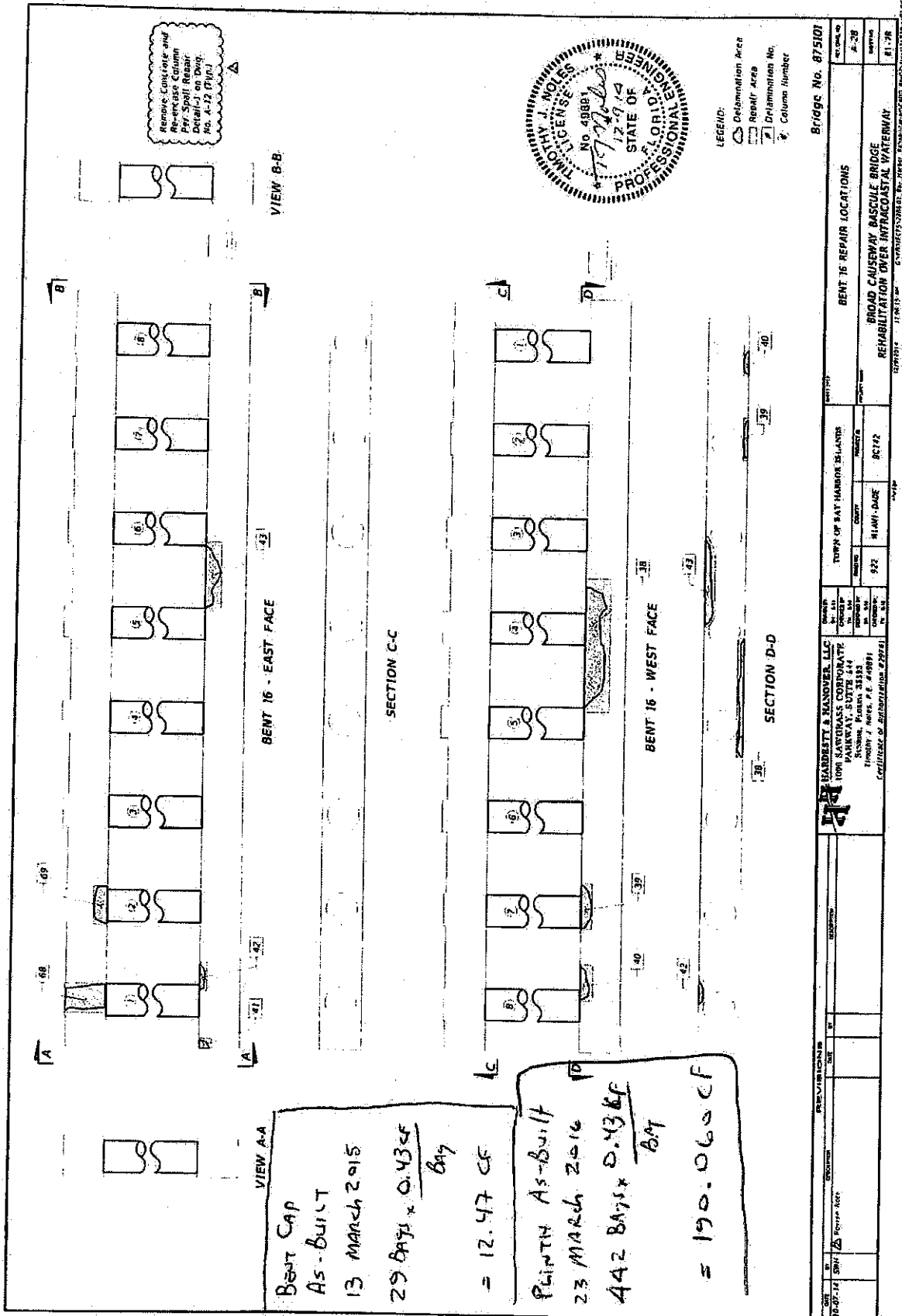


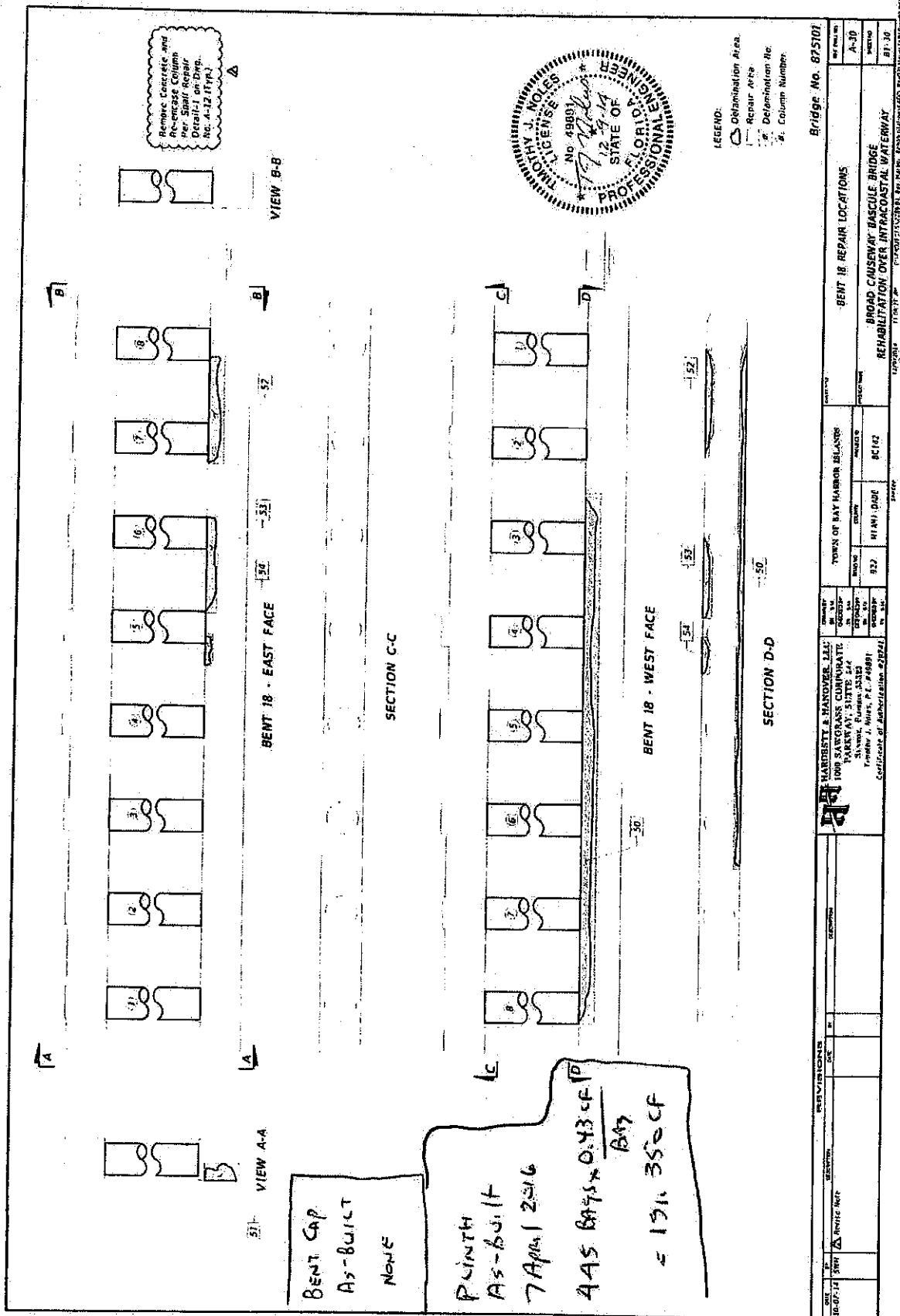


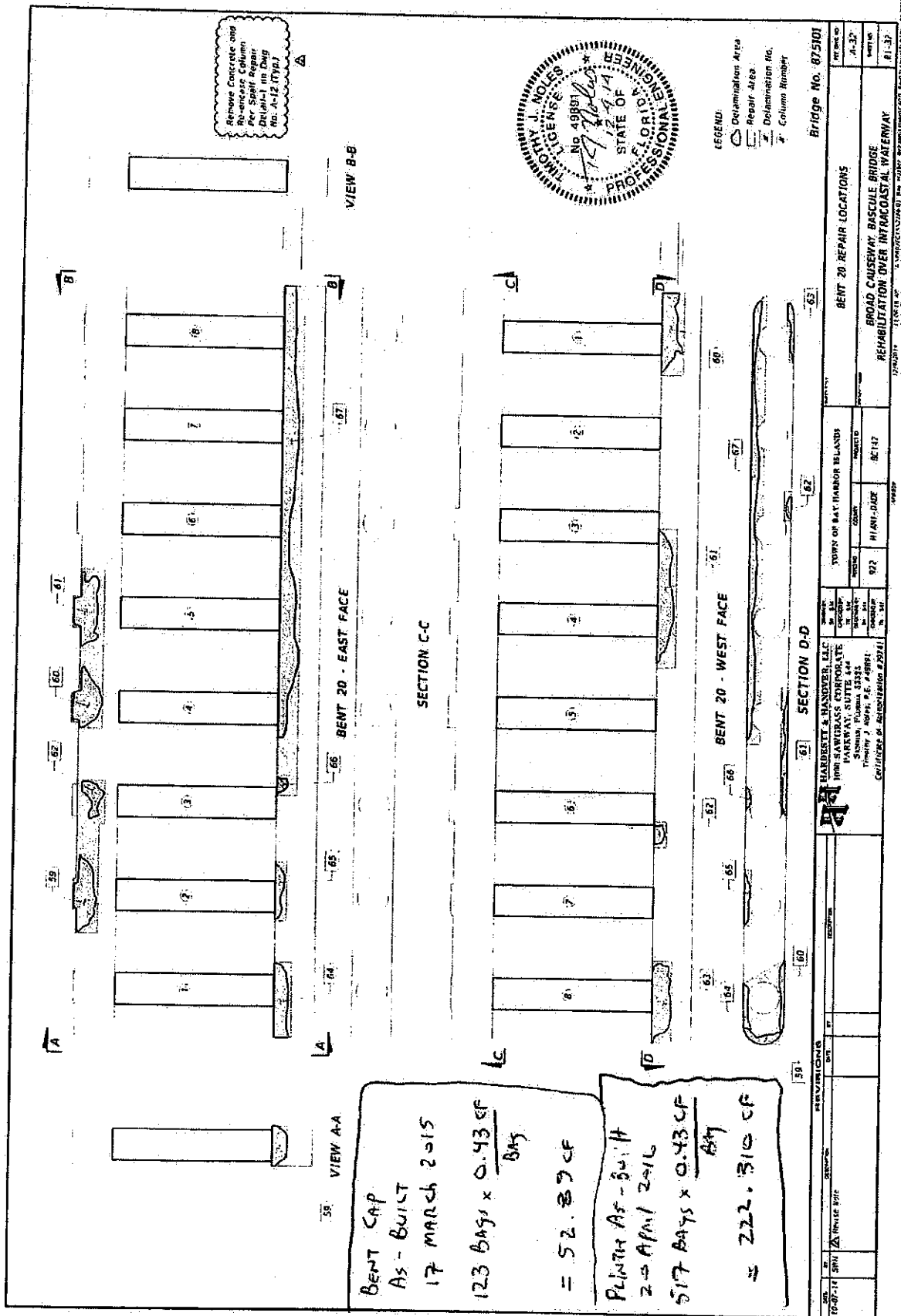


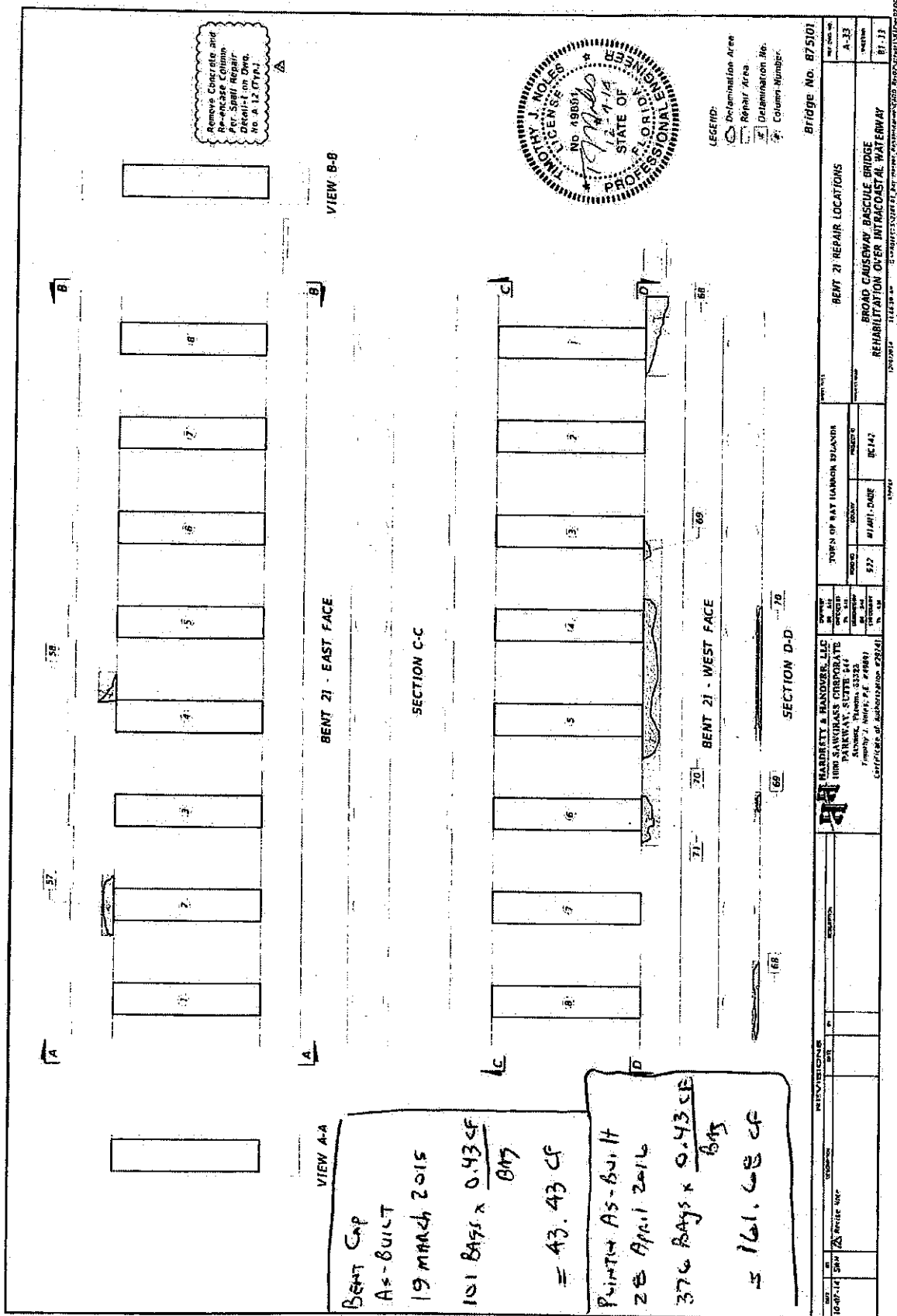


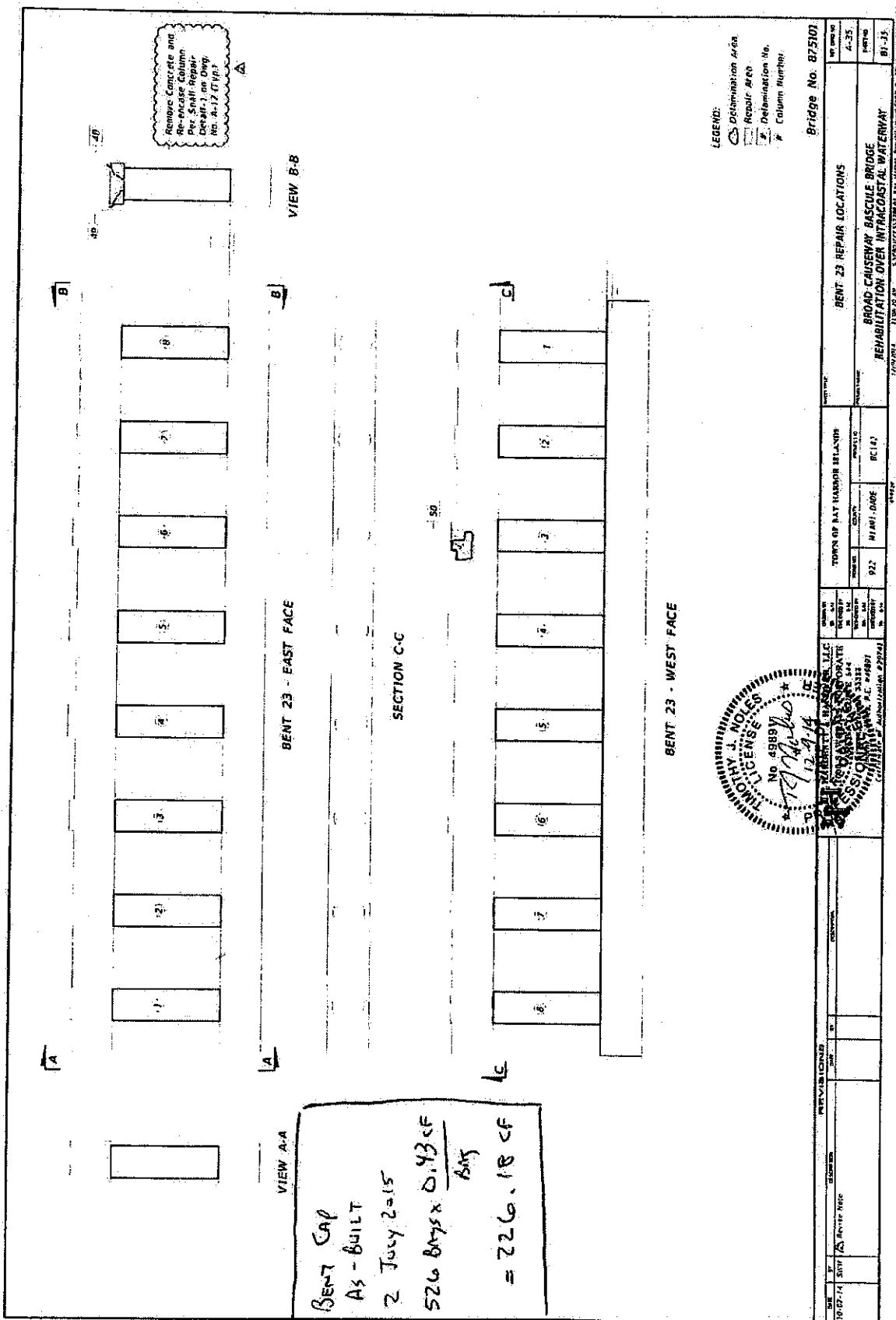


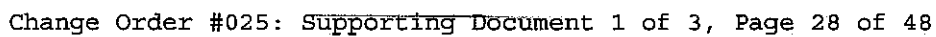


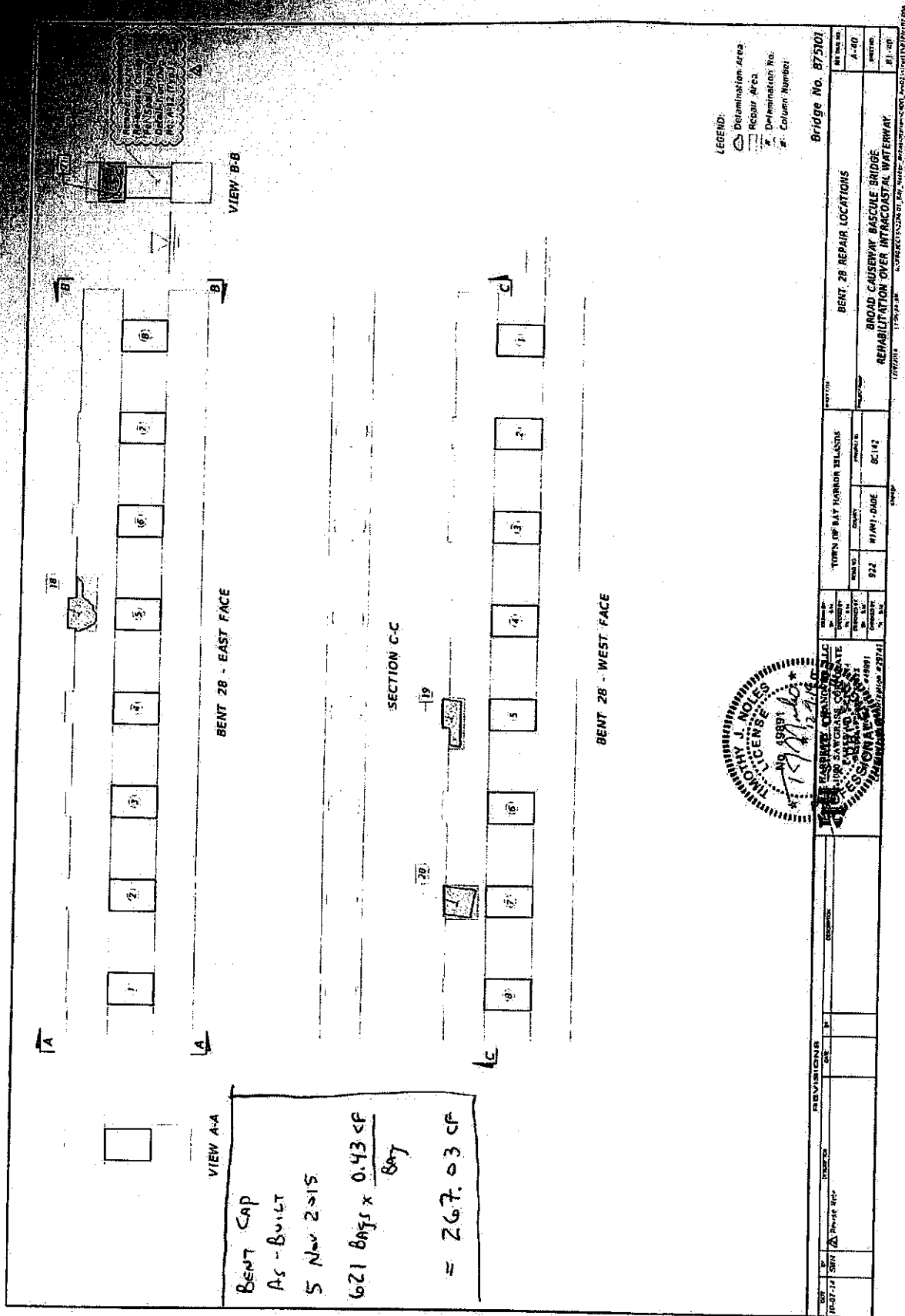


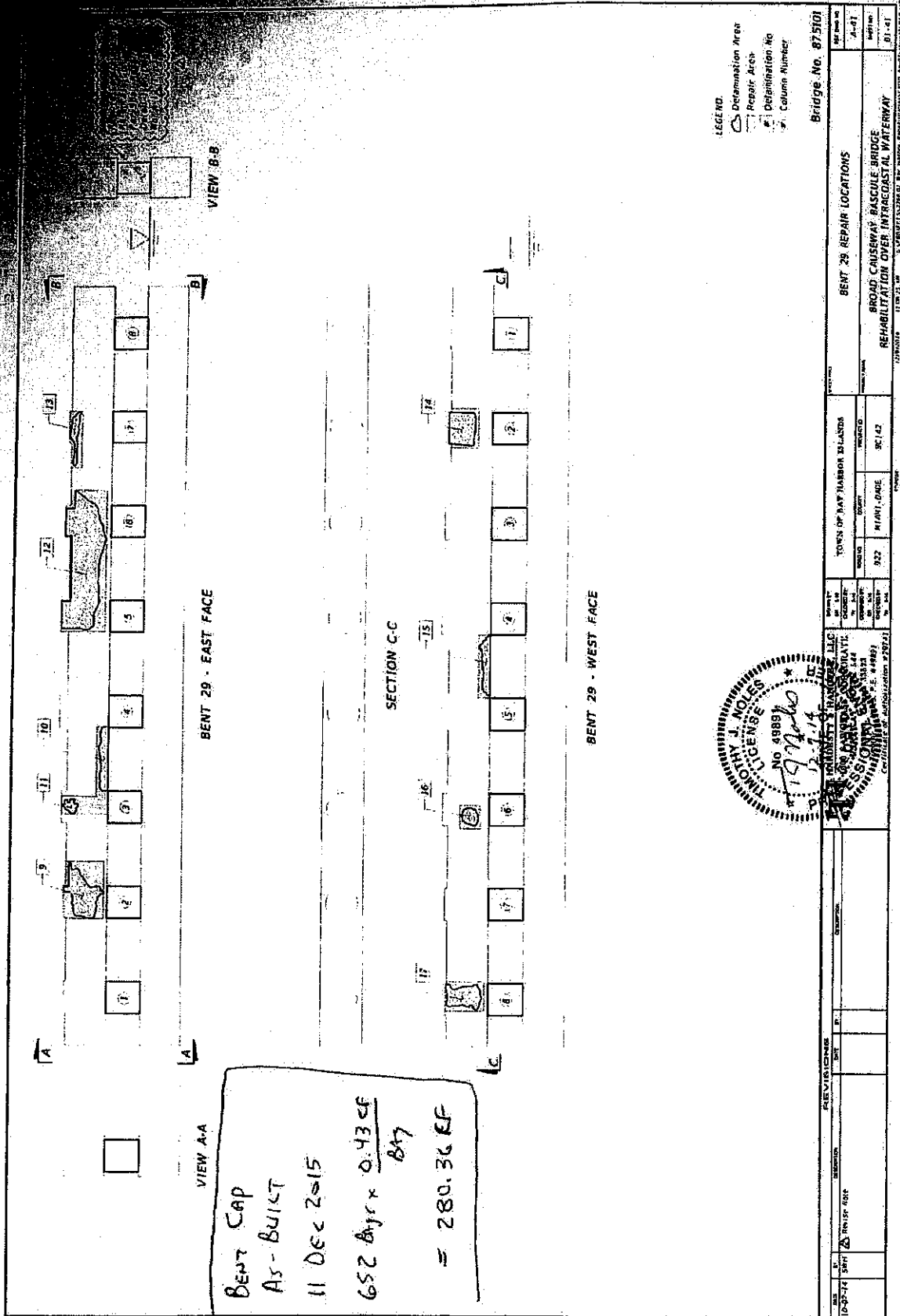


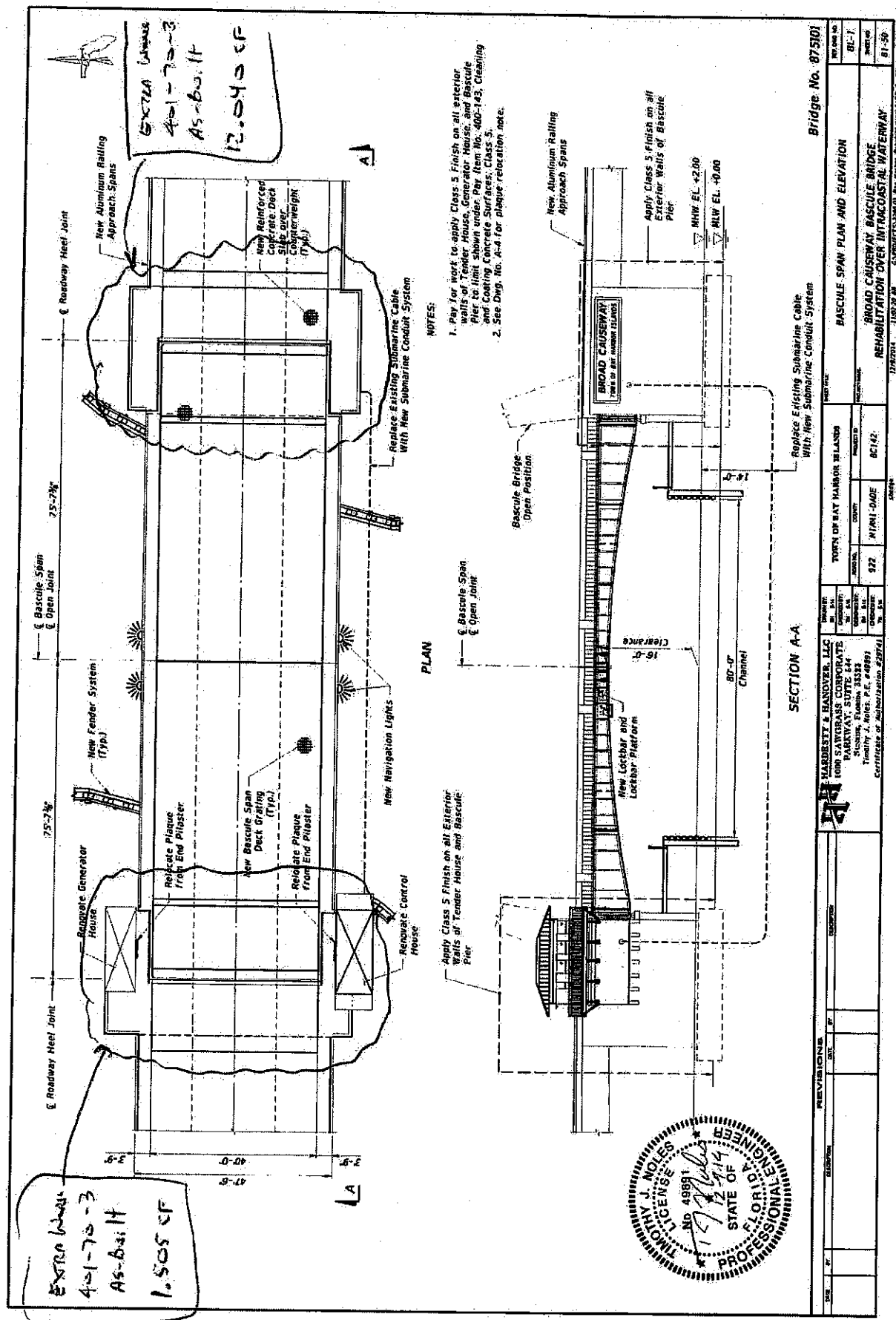








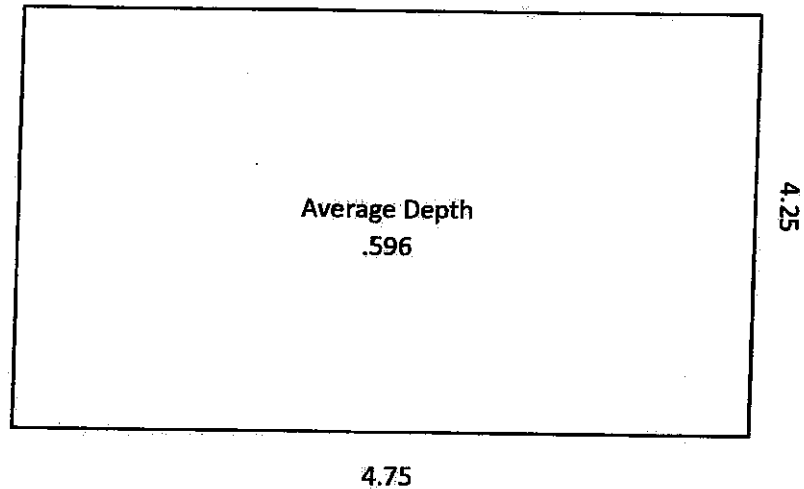




Spall Repairs Bascule Walls

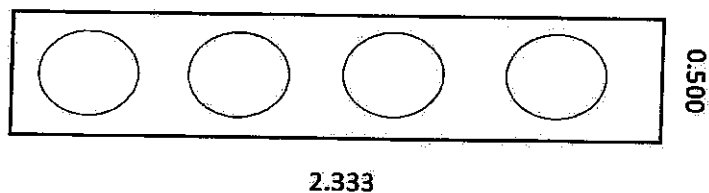
Job #217

East Bascule, NE corner



SF	20.188
Average Depth	0.596
Bag Count	28
CF	12.040

West Bascule, Under side

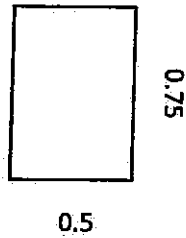


SF	1.167
Average Depth	0.737
Bag Count	2
CF	0.860

Spall Repairs Bascule Walls

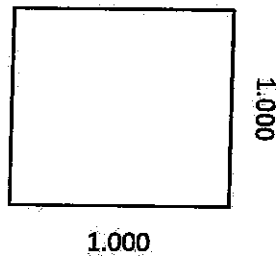
Job # 217

West Bascule, SE Tender House



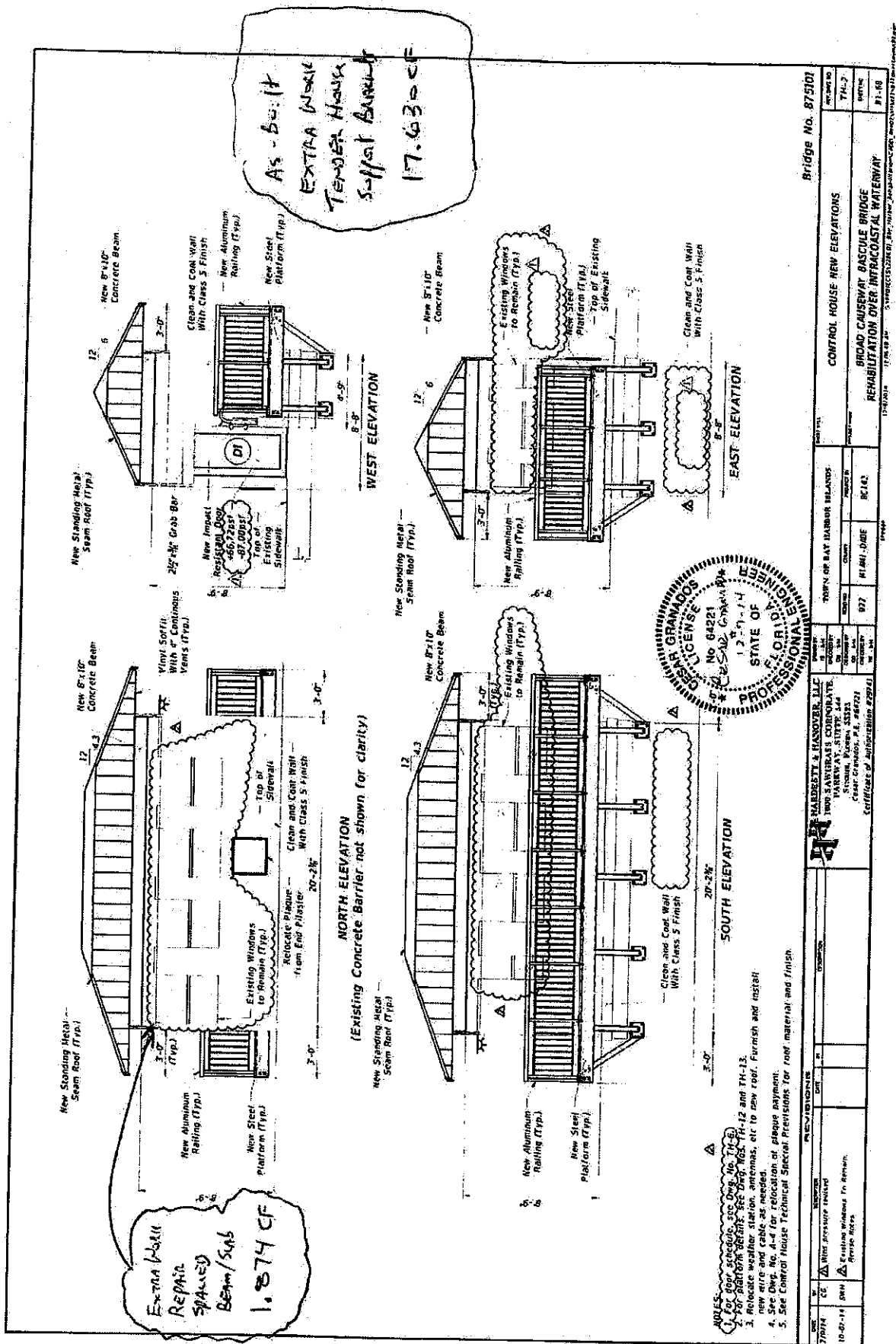
SF	0.375
Average Depth	0.573
Bag Count	0.5
CF	0.215

West Bascule, SW Tender House



SF	1.000
Average Depth	0.430
Bag Count	1
CF	0.430

TOTAL	
13.545	CF

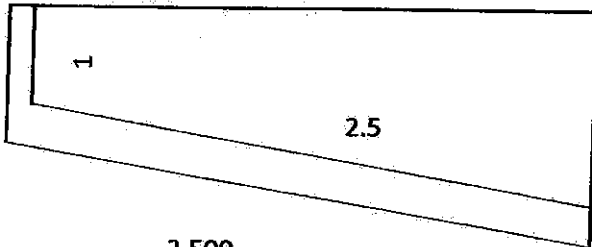
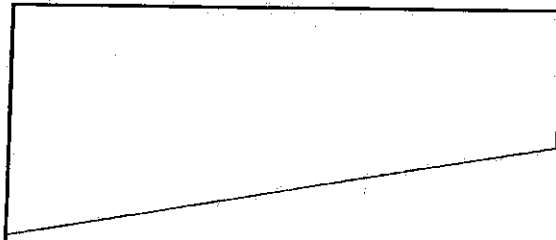


Pork Chop Repairs to Tender House

Left

Pork Chop # 1

Right

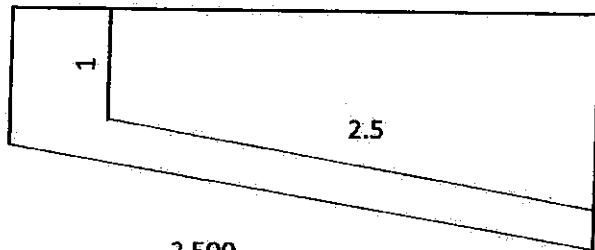
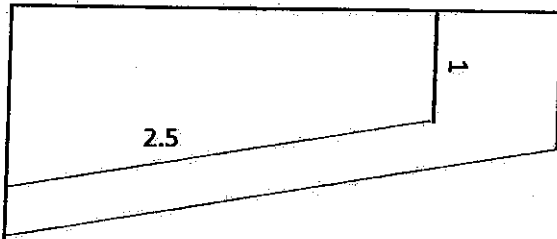


2.500

Left

Pork Chop # 2

Right



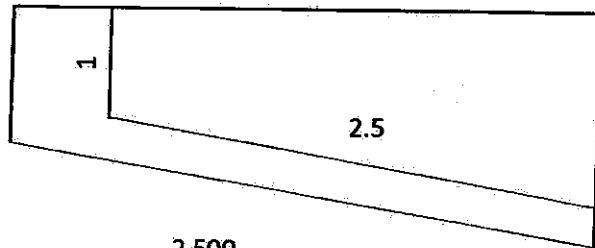
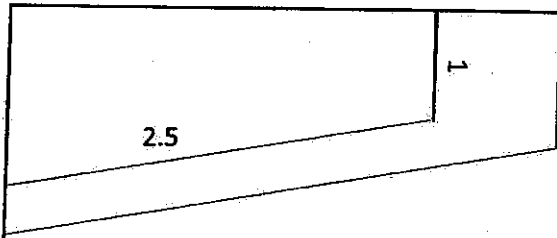
2.500

2.500

Left

Pork Chop # 3

Right



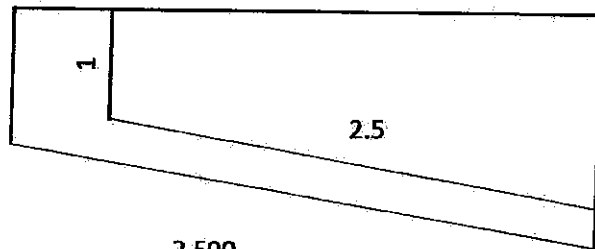
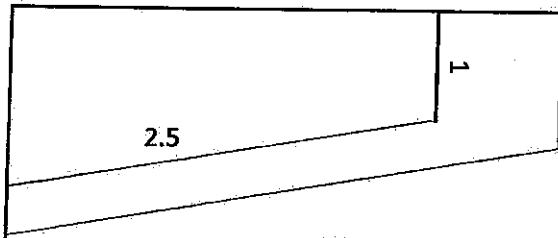
2.500

2.500

Left

Pork Chop # 4

Right



2.500

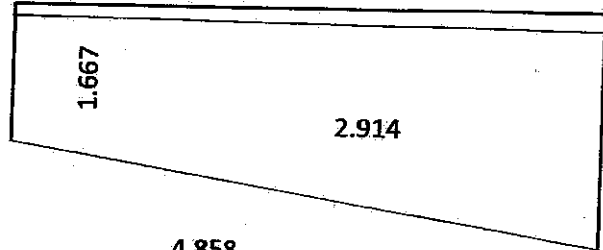
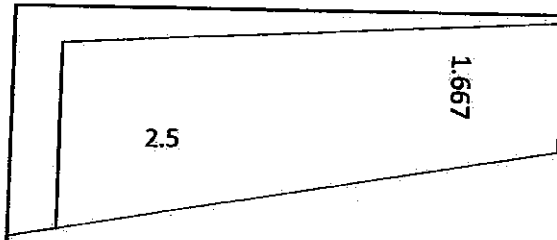
2.500

Pork Chop Repairs to Tender House

Left

Pork Chop # 5

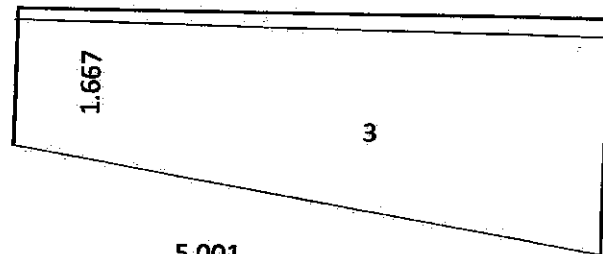
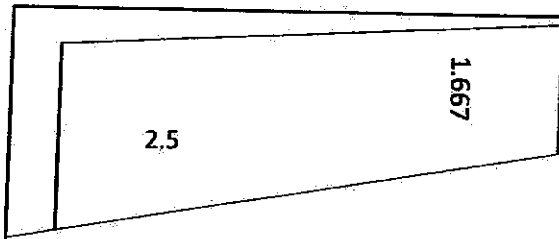
Right



Left

Pork Chop # 6

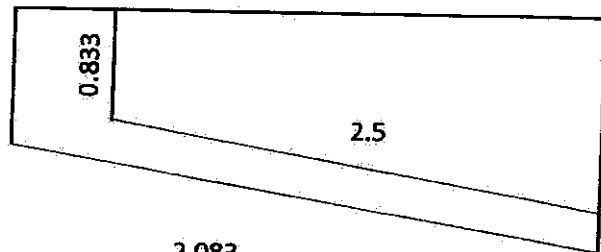
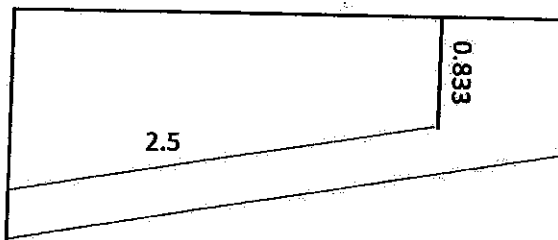
Right

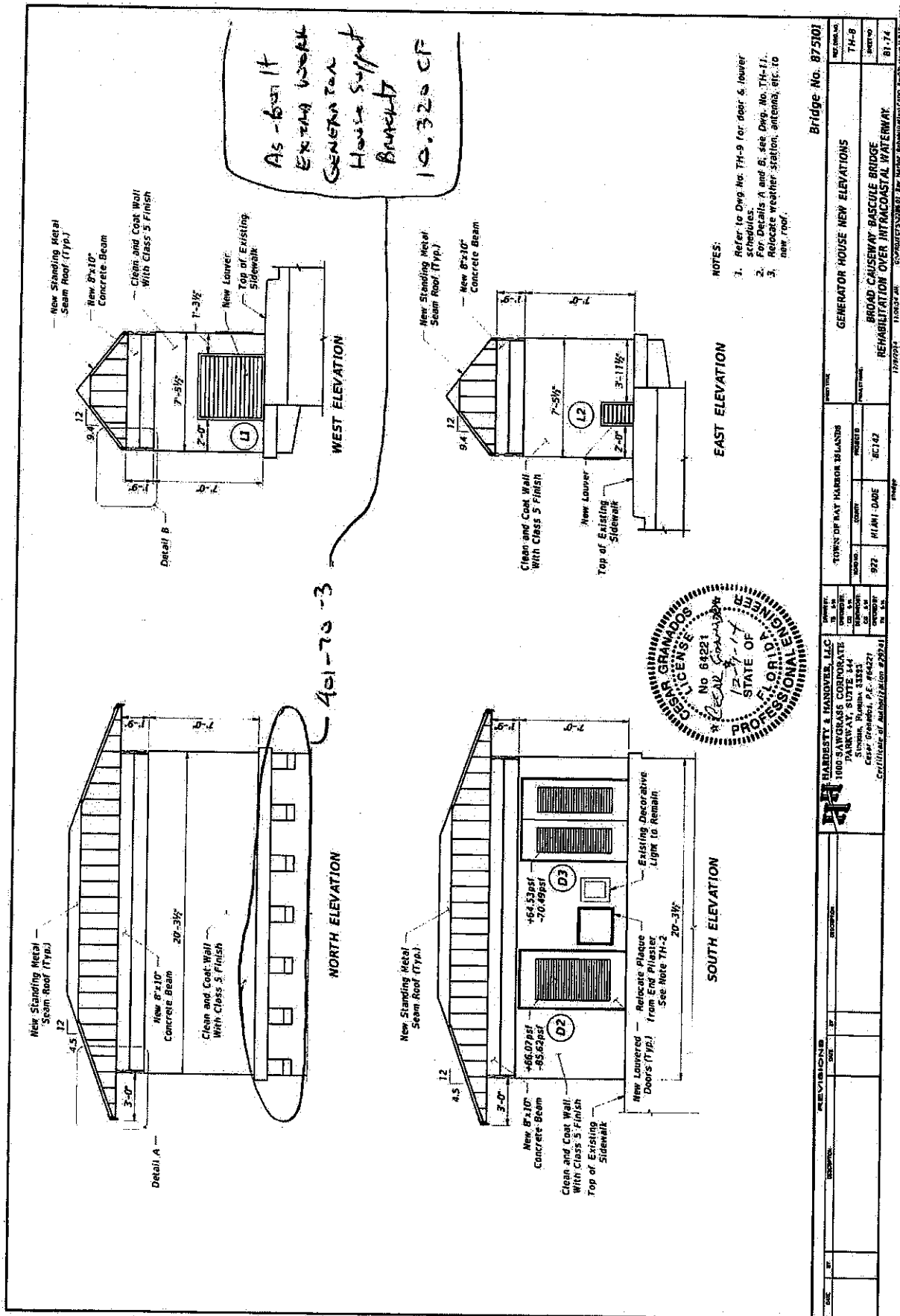


Left

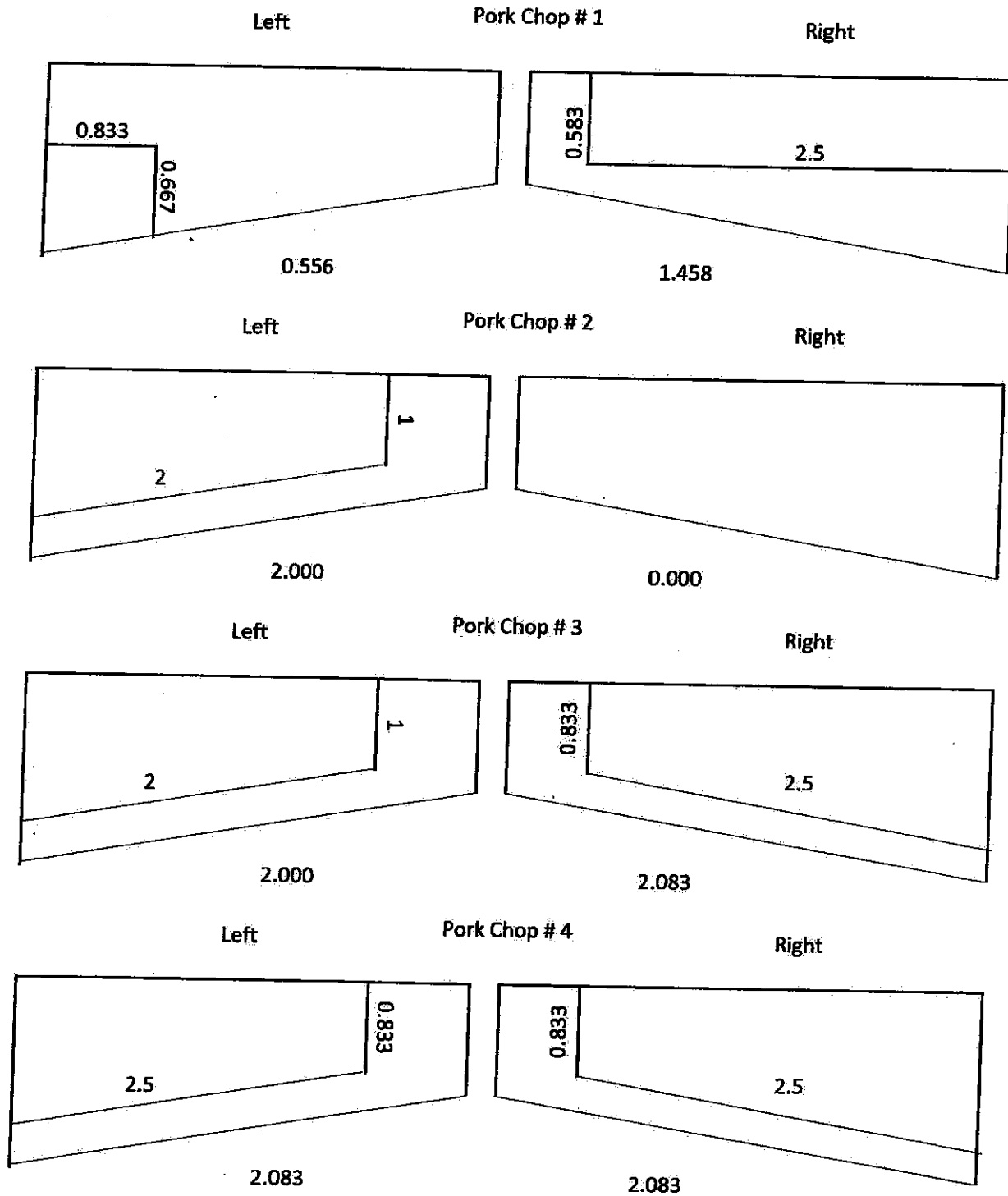
Pork Chop # 7

Right





Pork Chop Repairs to Generator House

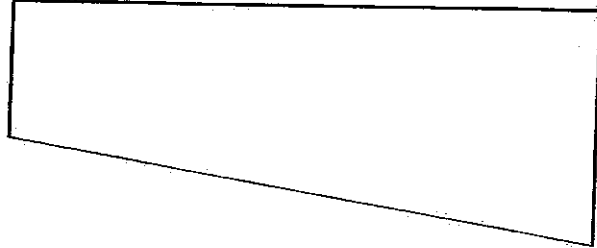
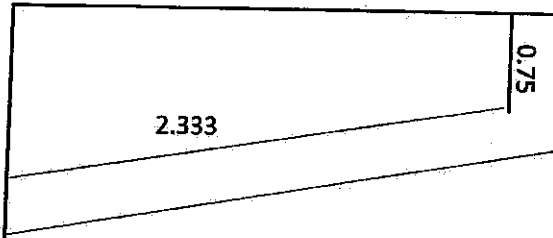


Pork Chop Repairs to Generator House

Left

Pork Chop # 5

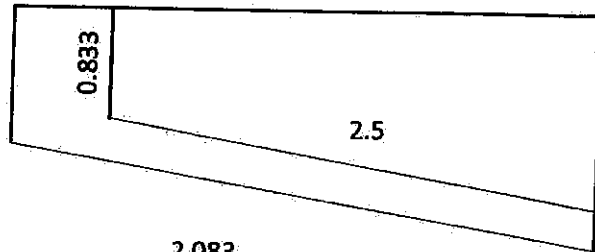
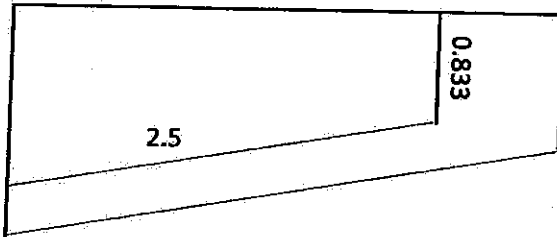
Right



Left

Pork Chop # 6

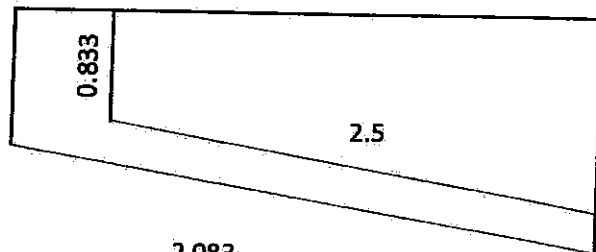
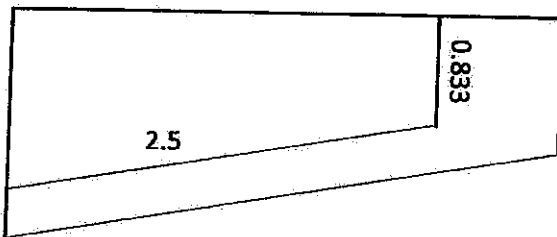
Right



Left

Pork Chop # 7

Right



SUBSTRUCTURE DELAMINATION TABLE

Delamination No.	Bent No.	Repair Area ft
1	2	27.0
2	2	0.0
3	2	0.0
4	2	0.0
5	2	0.0
6	2	0.0
7	2	0.0
8	2	0.0
9	2	0.0
10	2	0.0
11	2	0.0
12	2	0.2
13	2	0.1
14	2	25.8
15	2	0.0
16	2	0.0
17	2	0.0
18	2	0.0
19	2	0.0
20	2	0.0
21	3	1.5
22	3	27.0
23	3	0.0
24	3	0.0
25	3	0.0
26	3	0.0
27	3	0.0
28	3	0.0
29	3	14.7
30	3	0.0
31	3	0.0
32	3	0.0
33	3	0.8
34	3	24.2
35	3	0.0
36	3	0.0
37	3	0.0
38	3	0.0
39	3	0.0
40	3	1.8
41	4	0.8
42	4	8.7
43	4	0.0
44	4	1.2
45	4	30.3

DECK UNDERSIDE DELAMINATION TABLE

Span	Unit Number	Area (sq.ft.)	Remarks
1	2	9.3	Delamination
1	3 and 4	1.8	spalled
1	5	2.0	spalled with exposed rebar
1	5	7.3	Delamination
1	7 and 8	10.0	Delamination
1	8	0.3	spalled with exposed rebar
1	9	10.3	spalled with exposed rebar
2	6	1.9	spalled with exposed rebar
3	6	9.0	spalled with exposed rebar
3	7	4.2	spalled with exposed rebar
5	7	12.0	Delamination
5	7	4.2	spalled with exposed rebar
5	9	4.0	Delamination
5	10	0.8	spalled
5	10	36.0	spalled with exposed rebar
5	11	2.5	spalled with exposed rebar
5	12	3.5	spalled with exposed rebar
5	13	1.3	spalled with exposed rebar

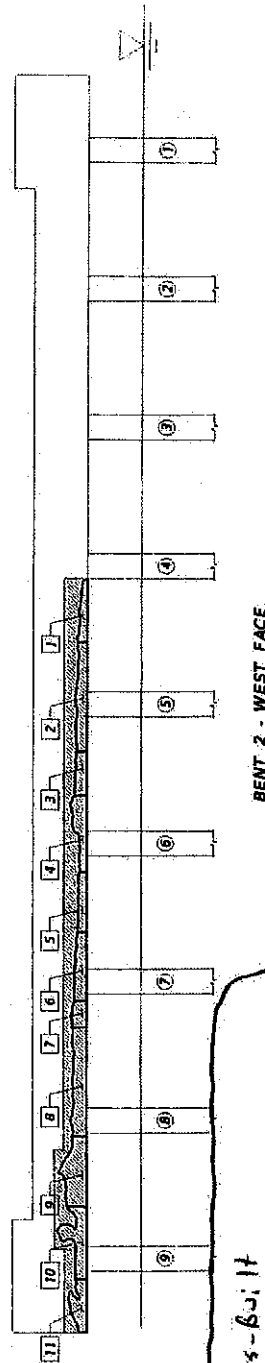
See Sheet No. B2-1, for Unit Number Sequence

NOTE:
 1. Work this sheet with sheet Nos. B2-4 thru B2-7.
 2. Pay for work to restore delaminated concrete under Pay Item No. 401-70-3, Restore Spalled Areas.

Bridge No. 875102

CONCRETE REPAIR SCHEDULE		NE 90TH ST BRIDGE REHABILITATION OVER BAY HARBOR WATERWAY	
TOWNSHIP OF BAY HARBOR, ILLINOIS		COUNTY OF COOK, ILLINOIS	
SECTION 922		MUNICIPALITY OF CHICAGO	
PROJECT NO. 875102		DATE 11/07/04	
DESIGNED BY		CHECKED BY	
DRAWN BY		APPROVED BY	
SCALE		SHEET NO. 87-3	





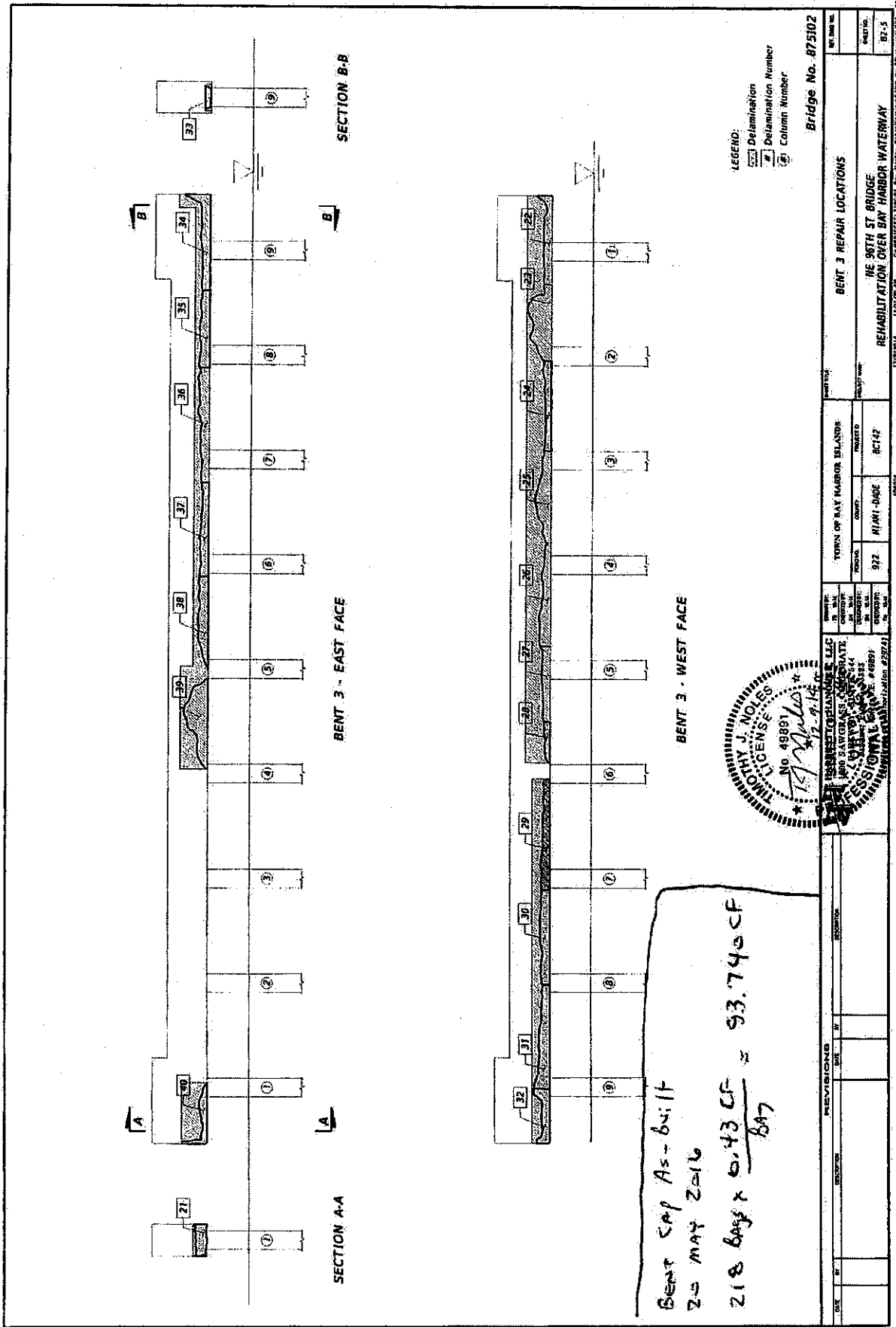
BENT CAP AS-BUILT
13 MAY 2016
 $197 \text{ BAGS} \times \frac{0.43 \text{ CF}}{\text{BAG}} = 84.71 = \text{CF}$

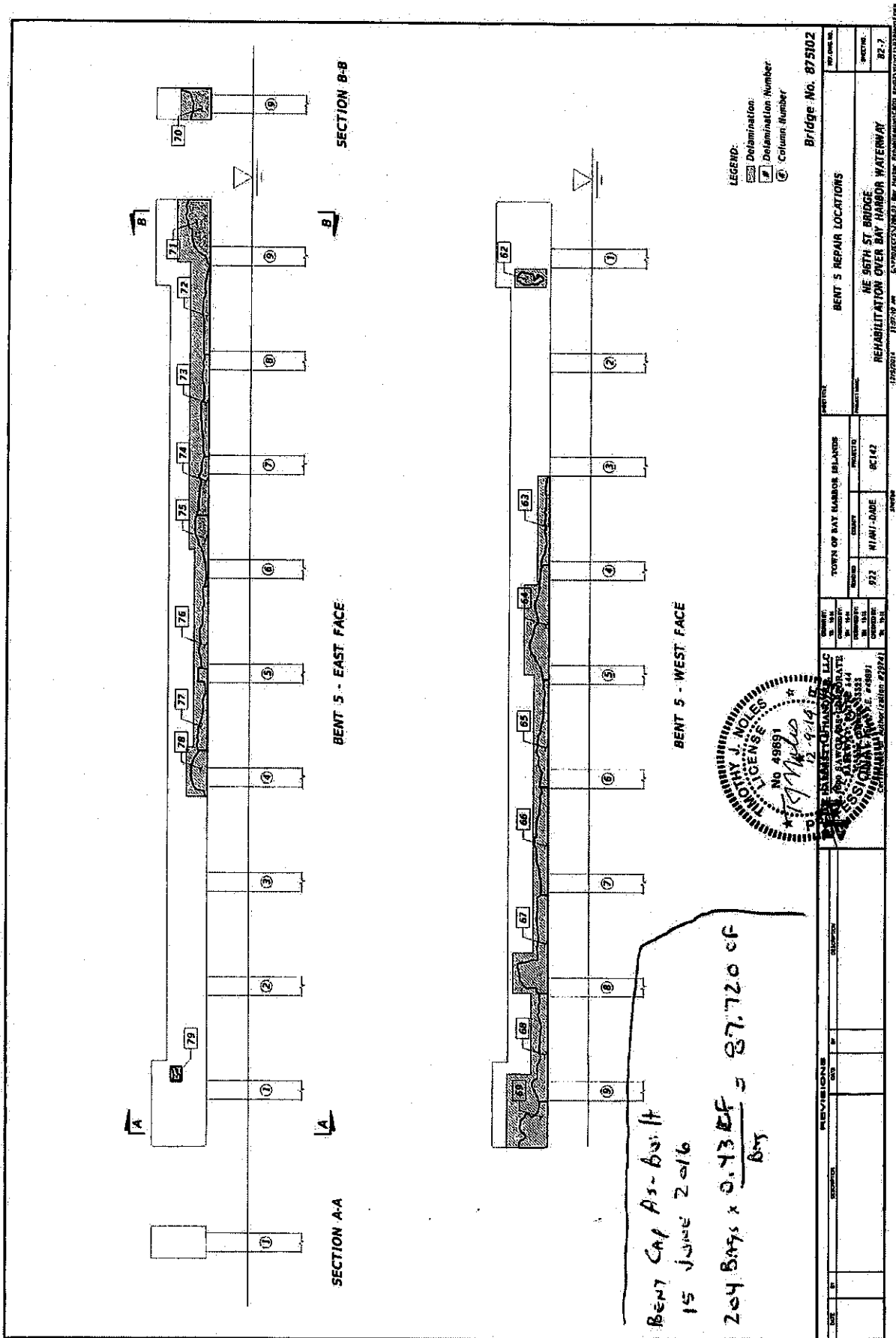
LEGEND:

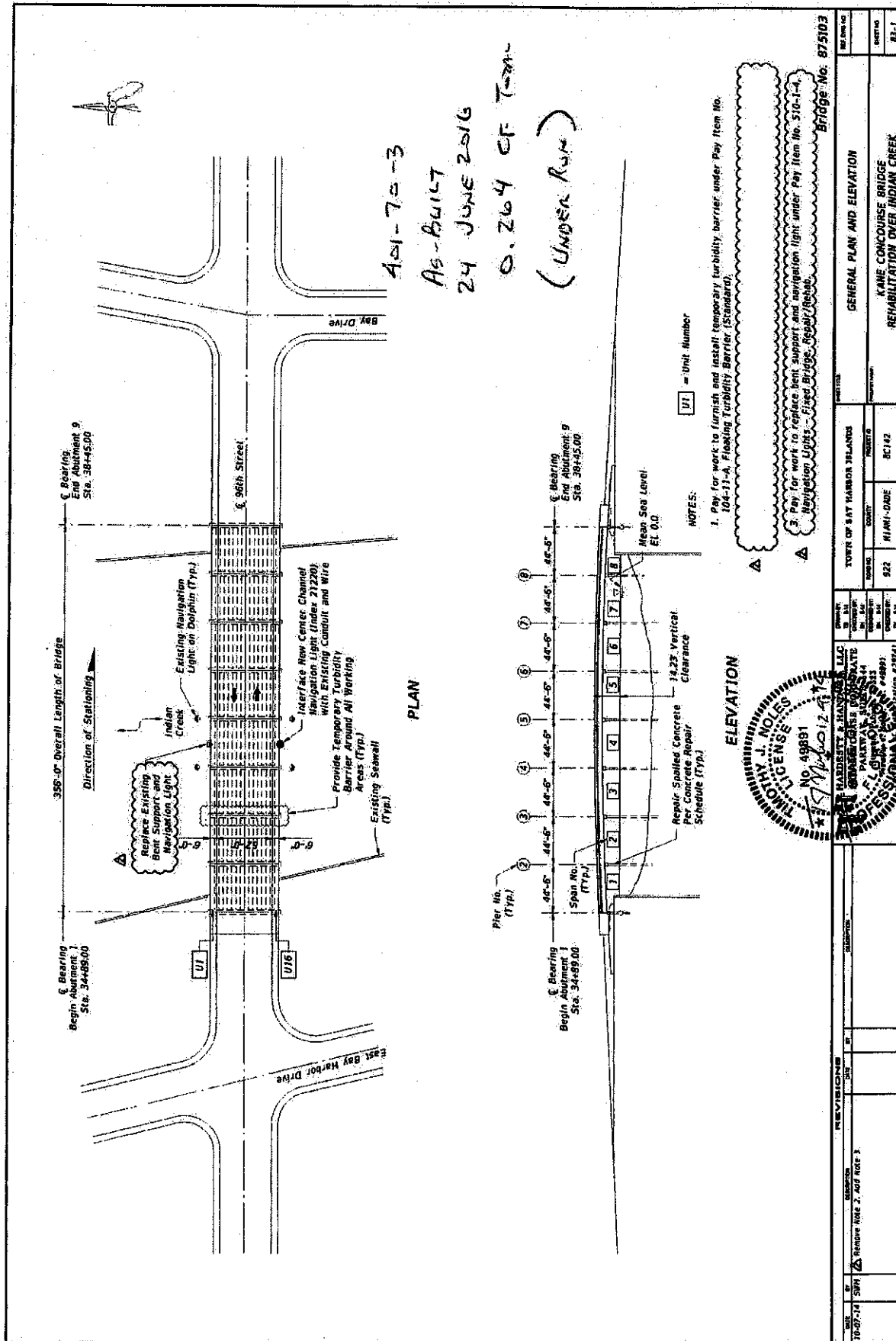
-  Defamation
-  Defamation Number
-  Column Number

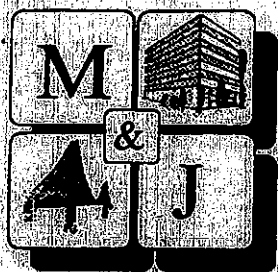
Bridge No. 875102

[illegible]









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 7, 2015

The Town of Bay Harbor Islands
Hardesty & Hanover, LLC
1000 Sawgrass Corporate Pkwy
Suite 544
Sunrise, FL 33323

Attention: Alfred G. Banz, P.E. - Construction Engineer Inspector.

Reference: Town of Bay Harbor Islands
Rehabilitation of Broad Causeway Bridges
Bridge Nos. 875101, 875102, 875103
Project: BC-142

Re: Road Way Spall Span 5, 8 & 9 Span 1 Replacement

Dear Mr. Banz,

Based on roadway issues in the current phase M&J was requested to give a price to fix spalls on the roadway in spans 5, 8 & 9. Also span 1 is extremely deteriorated and was requested to be completely replaced. Based on investigation the spalled areas seem to be deteriorated throughout the thickness of the deck and assumed to need full depth replacement. Span 1 will include the side walk and parapet wall as severe corrosion is seen in these areas as well. For these different areas M&J proposes the pricing of:

Repair Spalls in Span 5, 8 & 9: \$375.00 /CF

Replace span 1 W/ Wall and Sidewalk: \$300.00 /CF

These prices include potential full depth replacement on the deck spalls. It also includes the cleaning and painting of the tops of beams in span 1, but does not include any hazardous waste removal or disposal if found. This price is for locations that fall in phase 3 and if continuation of spalling in other phases is required, potential cost for MOT may be added. Please let me know if you have any questions or concerns about the above.

Sincerely,

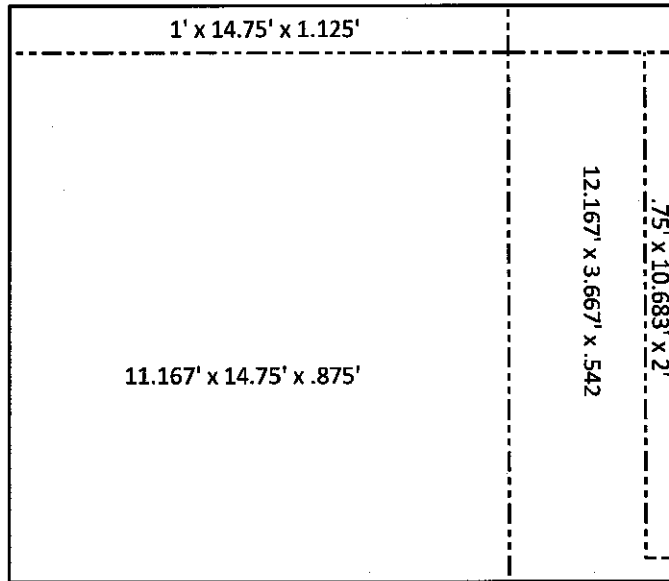
William Wilson
Project Manager



Deck Repairs

Job # 217

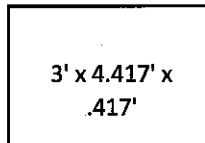
Span # 1



Total	200.924	CF
-------	---------	----

Order	7.442	CY
-------	-------	----

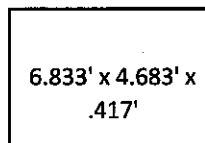
Span # 5



Total	5.526	CF
-------	-------	----

Order	0.205	CY
-------	-------	----

Span # 8



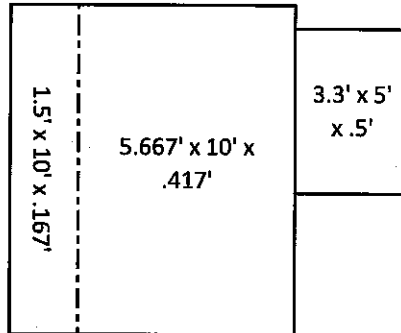
Total	13.344	CF
-------	--------	----

Order	0.494	CY
-------	-------	----

Deck Repairs

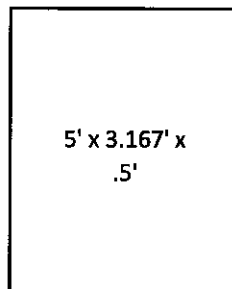
Job # 217

Span # 9



Total	34.386	CF
Order	1.274	CY

Span # 17



Total	7.918	CF
Order	0.293	CY

Deck Repair Totals

Job # 217

Span # 1 Total	200.924	CF
----------------	---------	----

Total	200.924	CF
-------	---------	----

Rate	\$ 300.00	CF
------	-----------	----

Total	\$ 60,277.33	
-------	--------------	--

Span # 5 Total	5.526	CF
----------------	-------	----

Span # 8 Total	13.344	CF
----------------	--------	----

Span # 9 Total	34.386	CF
----------------	--------	----

Span # 17 Total	7.918	CF
-----------------	-------	----

Total	61.173	CF
-------	--------	----

Rate	\$ 375.00	CF
------	-----------	----

Total	\$ 22,939.92	
-------	--------------	--

Total for Deck Repairs	\$ 83,217.25	
------------------------	--------------	--

PAY ITEM 401-70-3: RESTORE SPALLED AREAS**Bridge 875101**

Bent No.	Plinth Repair (CF)	Unit Price	Cost	
16	190.060	\$526.00	\$99,971.56	
17	188.340	\$526.00	\$99,066.84	
18	191.350	\$526.00	\$100,650.10	
19	193.500	\$526.00	\$101,781.00	
20	222.310	\$526.00	\$116,935.06	
21	161.680	\$526.00	\$85,043.68	
22	193.500	\$526.00	\$101,781.00	
Other Work:				
Phase III Parapet	16.289	\$526.00	\$8,568.01	
Support Brackets	27.950	\$526.00	\$14,701.70	
Bascule Pier Repairs	13.545	\$526.00	\$7,124.67	
Phase I Parapet	3.440	\$526.00	\$1,809.44	
Approach Span Deck Repairs			\$83,217.25	
Subtotal 1	1401.964		\$820,650.31	Over run since CO 020

Bridge 875102

Bent 2	84.710	\$526.00	\$44,557.46	
Bent 3	93.740	\$526.00	\$49,307.24	
Bent 4	102.770	\$526.00	\$54,057.02	
Bent 5	87.720	\$526.00	\$46,140.72	
Total	368.940		\$194,062.44	
- Plan Quantity	(131.000)	\$526.00	(\$68,906.000)	
Subtotal 2	237.940		\$125,156.44	Over run

Bridge 875103

As-Built	0.264	\$650.00	\$171.60	
- Plan Quantity	(28.000)	\$650.00	(\$18,200.00)	
Subtotal 3	(27.736)		(\$18,028.40)	Under run

Total			\$927,778.35	
--------------	--	--	---------------------	--



AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a private Transfer Development Rights (TDR) transaction of the transfer of two (2) dwelling units from Southern Star Condo Association (9260-9280 Bay Harbor Terrace) to 1163-67 100 Street Holdings, LLC (1020 - 93 Street). Enclosed find a copy of the application, site plan, and supporting documents.

DESCRIPTION:

The applicant request approval of a private Transfer of Development Rights (TDR) transaction of two (2) dwelling units from Southern Star Condo Association.

Donor site: 9260-9280 Bay Harbor Terrace
Receiving site: 1163 - 100 Street (Vacant Land)
Number of units to be transferred: 2
Price per unit: \$65,000

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

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	TDR Application	TDR App-1020 93 St.pdf
2.	Site Plans	1167.100st- site plans.pdf
3.	Bldg Staff report	Staff report - Bldg Dept..pdf
4.	Staff Report - Code	Staff Report - Code Southern Star Condo.pdf



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 <u>Southern Star Condominium Association</u>		
Phone <u>(407) 574-0252</u>	e-mail <u>JASON STINE @MINDSPRING.COM</u>	Fax <u>509-357-8412</u>
Address <u>9260 - 9280 Bay Harbor Terrace</u>		
City and State <u>Bay Harbor Islands</u>		Zip Code <u>33154</u>
Relationship to Property: <u>TREASURER / SOUTHERN STAR CONDO. ASSOC. & DIRECTOR</u>		

RECEIVER SITE INFORMATION

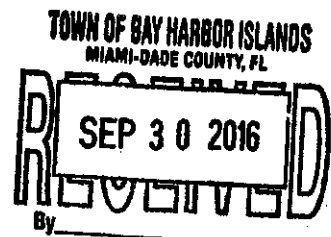
Owner's Name <u>1163-100 STREET HOLDING, LLC / ROBERTO D. DONATO MANG. MEMBER</u>		
Phone <u>(305) 479-9143</u>	e-mail <u>ROBERTO.DONATO @YAHOO.COM</u>	Fax ()
Address <u>1020-93RD STREET, B.H.I., FL 33154</u>		
City and State <u>B.H.I., FLORIDA</u>		Zip Code <u>33154</u>
Property Address/Location <u>1163-100th street</u>		
Legal Description: LOT(S) <u>13</u> BLOCK <u>7/BHI SUBD, P.B. 46/Pg. 5</u>		
Folio Number <u>13-2227-001-1560</u>	Current Zoning <u>RM-2</u>	
Property size <u>33,750 sq. ft / .775^{acre}</u>	Purchase date	
Existing use of the property <u>VACANT LOT / MULTI-FAMILY RESIDENTIAL</u>		
Describe Existing Structure on Property <u>NONE</u>		
Dwelling units to be received <u>2</u>		
Total Dwelling units including TDR <u>11</u>		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval NOV. 03, 2015

If Not, then attach preliminary site plan.



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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name <u>Southern Star Condo Assoc.*</u>		
Phone <u>(404) 574-0252</u>	e-mail <u>JASON STINE</u> <u>@MINDSPRING.COM</u>	Fax <u>509-357-8412</u>
Address <u>9260-9280 BAY HARBOR TERRACE</u>		
City and State <u>BAY HARBOR ISLANDS, FL</u>		Zip Code <u>33154</u>
Property Address/Location <u>ABOVE</u>		
Legal Description: LOT(S) <u>1 & 2</u> BLOCK <u>17</u>		
Folio Number <u>13-2227-001-3130</u>	Current Zoning <u>RM-2</u>	Year built <u>1990's</u>
Property size <u>22,500 +/- .52 AC</u>	Purchase date <u>NA</u>	
Existing use of the property <u>MULTI-FAMILY RESIDENTIAL</u>		
Describe Existing Structure on Property <u>16 CONDOMINIUM UNITS</u> <u>COMMON GROUND FLOOR TERRACE BETWEEN 2 BUILDINGS</u>		
Dwelling units to be transferred to TDR Bank <u>2</u>		
Units permitted <u>18</u>		

* JASON STINE IS DIRECTOR/TREASURER OF
SOUTHERN STAR CONDO. ASSN.

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	JH MANUCY, INC. / Royal Point Surveyors		
Address	6175 NW 153rd St. MIAMI LAKES 33014		
Phone	305 821-1200	e-mail	305-822-6062
		Fax	()

Name of Surveyor	Pablo Alfonso		
Address	6175 NW 153rd St 33014 (above)		
Phone	305 822-6062	e-mail	
		Fax	305 827-9669

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 1163 - 100 STREET, HOLDINGS, LLC

X [Signature]

Signature of Owner (Applicant)

ROBERTO DICONATO, MANAGING MEMBER

X 8/26/2016

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26 day of August, 2016,
by Roberto Diconato on behalf of
1163 100 Street Holdings, LLC, a Florida (corporation) (partnership) (Other:
He/She is personally known to me or has produced
(type of identification produced) as identification and did take
an oath.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Print Name: _____



DONOR SITE SOUTHERN STAR CONDOMINIUM ASSOCIATION



[Signature]
Signature of Owner (Applicant)

HAYIM KATAN, PRES.



9/9/2016
Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of September, 2016,
by Hayim Katan on behalf of
Southern Star Condominium Association, a Florida (corporation) (partnership) (Other:
He/She is personally known to me or has produced
Florida Driver License (type of identification produced) as identification and did take
an oath.

My Commission Expires: Nov. 5, 2017



[Signature]
Notary Public, State of Florida

Print Name: Jorge Martinez

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

Payee: SOUTHERN STAR

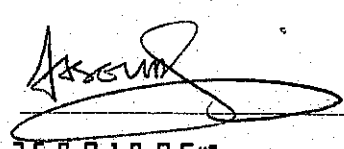
Date: 9/30/2016 Time: 12:39 PM

Receipt Number: MAIN / 97024

Clerk: ALBA

RECEIVING SITE: 1020 93 STREET

ITEM	REFERENCE	AMOUNT
MISC	TDR APP FEE	1,000.00
Total:		1,000.00
Cash	63520	1,000.00
Change:		0.00

NAME	<u>Southern Star</u>	63520
ADDRESS	<u>9260-9280 Bay Harbor Terr</u>	
ACCOUNT NO.	<u>Operating</u>	
PAY TO THE ORDER OF	<u>Town of Bay Harbor Islands</u>	DATE <u>9-13-16</u>
<u>one thousand dollars</u>		\$ <u>1,000.00</u>
EXECUTIVE National Bank 9600 NORTH KENDALL DRIVE MIAMI, FLORIDA 33176		DOLLARS  Security Features Details on Back.
FOR	<u>TDR Application</u>	
⑈063520⑈ ⑆067008155⑆		0438671675⑈

EXECUTE CONTRACT

**AGREEMENT TO PURCHASE TRANSFER
OF DEVELOPMENT RIGHTS**

THIS AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS ("Agreement") is entered into on this 26th day of February, 2016 ("Effective Date") by and between SOUTHERN STAR CONDOMINIUM ASSOCIATION, a Florida not-for-profit corporation ("Seller"), and 1163 100 Street Holding LLC, a Florida limited liability company and/or its assigns ("Buyer").

19 August 2016
DATED
BY BUYER
JUNE
SELLER
08/26/16
DATE
9/9/16
SELLER DATE

WITNESSETH:

WHEREAS, Seller is the holder of two (2) transfer of development rights ("Southern Star Condominium Association TDR Units") in the Town of Bay Harbor Islands (the "Town"), Miami-Dade County, Florida, currently belonging to the Seller for the properties more particularly described in Exhibit A attached hereto (the "Donor Parcel");

WHEREAS, Section 23-22.2 of the Town Zoning Regulations governs the transfer of development rights in the Town (the "TDR Ordinance");

WHEREAS, Buyer is owner of the real property located in the Town more particularly described in Exhibit B attached hereto (the "Receiving Parcel");

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town for the Receiving Parcel (the "Approved Site Plan");

WHEREAS, Buyer desires to purchase all of the Southern Star Condominium Association TDR Units from Seller, and Seller desires to sell all of the Southern Star Condominium Association TDR Units to Buyer, on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, each of the Parties agrees as follows:

1. **Purchase of the [2] Southern Star Condominium TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Southern Star Condominium TDR Units upon the terms and conditions hereinafter set forth.

2. **Purchase Price and Deposit.**

(a) Within two (2) business days after the Effective Date (hereinafter defined), Buyer shall deposit in escrow with the Jose Castro & Associate PA, 6915 Red Road, Suite 219, Coral Gables, FL 33143 ("Escrow Agent") the sum of FIVE THOUSAND AND 00/100

1
+
SELLER
9/6/16
DATE

DOLLARS (\$5,000) (the "Initial Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Within two (2) business days after a determination is made by the Town Manager approving the transfer by Seller to Buyer of the TDR Units from the Donor Parcel to the Receiving Parcel, Buyer shall deposit in escrow with the Escrow Agent the additional sum of FIVE 00/100 DOLLARS (\$5,000) (the "Additional Deposit"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price at Closing. The Additional Deposit shall be held together with, and on the same terms and conditions as, the Initial Deposit. Once the Additional Deposit is paid to Escrow Agent, the term "Deposit" shall mean the Initial Deposit, plus the Additional Deposit, prior to payment of the Additional Deposit, whenever used in this Agreement, the term "Deposit" shall mean only the Initial Deposit. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement.

***** \$130,000 One Hundred Thirty Thousand

(b) The purchase price of the Southern Star Condominium Association TDR Units is ~~ONE HUNDRED AND FIFTEEN THOUSAND AND FIVE HUNDRED~~ 00/100 DOLLARS ~~(\$115,500.00)~~ (the "Purchase Price"). The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. **Closing.** Subject to satisfaction of all conditions to Closing, the closing (the "Closing" or "Closing Date") of the purchase and sale of the TDR Units under this Agreement shall take place on the date which is five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of all of the Southern Star Condominium TDR Units to the Receiving Parcel, at the offices of Jose Castro & Associate, PA ("Escrow Agent") located at 6915 Red Road, Suite 219, Coral Gables, FL 33143. Seller agrees that, at the option of Buyer, the Closing may take place as an escrow closing in order to accommodate the acquisition by Buyer of some or all of the Remaining Required TDR Units for Development simultaneously with the Closing.

BUYER shall pay the cost of recording the instrument of transfer of the Southern Star Condo TDR Units and documentary stamps assessed thereon, if any. Seller shall pay the cost of recording the Restrictive Covenant (hereinafter defined).

4. **Additional Termination Provisions.** Each of the following shall constitute a "Termination Event" under this Agreement:

(a) If the Town Manager does not make a determination within ten (10) days after the Effective Date that the Southern Star Condominium [2] TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel as provided by the TDR Ordinance:

(b) If the Town ~~refuses~~ or fails to schedule a hearing of the Town Council to occur on or before ~~March 29, 2016~~ (per city requirements) for the approval of the transfer of the SOUTHERN STAR CONDO TDR Units from the Donor Parcel to the Receiving Parcel;

(c) If the transfer of the Southern Star Condominium [2] TDR Units from the Donor Parcel to the Receiving Parcel has not been finally approved, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date; and

(d) If the Donor Parcel shall not be in compliance with current day code requirements as determined by the Town under the TDR Ordinance.

9/19/16
DATE
ADDITIONAL TERMINATION PROVISIONS ON SCHEDULE EXHIBIT A
Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of any Termination Event, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

5. **Covenants, Representations and Warranties of Seller.** Seller hereby agrees, covenants, represents and warrants to Buyer as follows:

(a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the Southern Star Condominium [2] TDR Units.

(b) Seller has good, valid and marketable title to the Southern Star Condominium TDR Units, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.

(c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

written
(e) Within five (5) business days of the Effective Date, Seller shall request that a determination be made by the Town Manager as provided by the TDR Ordinance that the Southern Star Condo [2] TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel.

The covenants, representations and warranties of Seller set forth of this Section shall specifically survive the Closing.

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this

Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

7. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the Closing or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (any of which may be waived only in writing by Buyer in its sole and absolute discretion):

(a) Seller shall have fully performed each covenant and agreement to be performed by Seller in this Agreement and each representation and warranty made in this Agreement by Seller shall be complete, true and accurate as of the Closing Date;

(b) The final binding and non-appealable approval by the Town of the transfer of the Southern Star Condo [2] TDR Units to the Receiving Parcel shall have been obtained, including, without limitation, any required approval of Buyer's supplemental TDR application for the transfer of the Southern Star Condo [2] TDR Units to the Receiving Parcel;

(c) There shall be no development or building moratoria in effect with regard to the Receiving Parcel as of the Closing Date; and

(d) The Approved Site Plan shall remain in full force and effect.

If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.

8. **Buyer's Obligations at Closing.** Buyer shall do the following at the Closing:

(a) Execute and deliver the closing statement; and

(b) Pay the portion of the Purchase Price described in paragraph 2(II).

9. **Seller's Obligations at Closing.** Buyer shall execute and deliver the following documents to Buyer at the Closing:

(a) The closing statement,

(b) ~~That certain Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit B (the "Assignment"), joined in by all of the unit owners in Southern Star Condominium, Inc.~~ *That certain Assignment of Transfer of Development Rights in Record Form*

Seller shall provide Buyer with Resolution of Board authorizing Sale of TDR. 4 of Condo Assoc.

*18 August 2016
DA TEL*

Buyer
SP
Buyer

Seller
19/9/2016
DA TEL
18

18 August 2016
DATE
BUYER
SELLER

Responsible for the preparation + all costs incurred for the preparation of the Restricted

(c) A Restrictive Covenant in recordable form restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content acceptable to the Town Attorney (the "Restrictive Covenant");

Buyer's ~~at~~ Shall

(d) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;

Covenants,
AT closing

(e) Such proof of Seller's authority and authorization to enter into this transaction as may be reasonably required by Buyer; and

(f) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.

9/9/2016
DATE

10. **Escrow Agent.** In the event a dispute arises between the parties regarding the Deposit, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may, in its sole discretion, continue to hold the Deposit until all parties mutually agree to release thereof or until an order or a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Alternatively, Escrow Agent may, in its discretion, deposit the Deposit with the Clerk of the Circuit Court of Miami-Dade County, Florida (the "Clerk") pursuant to interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Deposit and for the release of the same in accordance with this Agreement. The Escrow Agent shall not be liable for any action done or omitted by it or for any action which it may in good faith do or refrain from doing in connection with this Agreement. The Escrow Agent will incur no liability for relying on any signature or signatures of Buyer or Seller, their agents, directors or employees, their purported authority to act, the genuineness of such signatures, or as to the truth and accuracy of any information contained therein. Buyer and Seller hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, attorneys fees, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur as Escrow Agent or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement, except for matters resulting from Escrow Agent's gross negligence or willful misconduct. Buyer and Seller expressly request that the Escrow Agent act pursuant to this Agreement.

11. **Default by Seller.** In the event that Seller defaults in the observance or performance of its covenants and obligations hereunder, Buyer may, at its option, elect to bring an action to enforce specific performance of this Agreement against Seller or elect to terminate this Agreement and receive a full refund of the Deposit.

12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated

BUYER
SELLER
9/9/2016
DATE

damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.

13. **No Third Party Beneficiary.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Buyer and Seller.

14. **Broker.** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Sheldon Markus Realty Corporation ("Broker"), Markus Frankel, Broker, 1177 Kane Concourse, Suite 120, Bay Harbor Islands, Florida 33154, who is a transaction broker and who will be compensated by Seller. Seller shall pay to Broker a brokerage commission in the amount of \$5,500.00 to be paid from Seller's sales proceeds at Closing. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. Buyer shall have no obligation to Broker with respect to the payment of any commission in connection with this transaction. The provisions of this Section shall survive Closing.

15. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the Constitution of the United States or the State of Florida or under any foreign jurisdiction, under any statutes regarding or rules of civil procedure applicable in any state, federal, or foreign legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of such waiver of right to trial by jury. The parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other related document to which they are a party) and that this provision is a material inducement for the Seller's accepting this Agreement. By waiving a jury trial, the parties intend claims and disputes to be resolved by a judge acting without a jury in order to avoid the delays, expenses and risks of mistaken interpretations which each party acknowledges to be greater with jury trials than with non jury trials.

16. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Handwritten signatures and initials are present at the bottom right of the page. One signature is clearly marked "BUYER" and another is marked "SELLER". There is also a date stamp "9/19/2016" and a checkmark.

(b) Notices. All notices required or allowed by this Agreement shall be delivered at the following addresses:

To Buyer:

1163 100 STREET Holding, LLC.

2675 N.W. 50TH STREET
MIAMI, FL 33166

1020-93RD STREET
BH, FL 33154

Attn: Sara Samio

ROBERTO DiDIONATO
MANAGER

Markus Frankel, Broker

Sheldon Markus Realty

1177 Kane Concourse, Suite 120

Bay Harbor Islands, FL 33154

The Southern Star Condominium Association, Inc.

9260-9280 Bay Harbor Terrace,

Bay Harbor Islands, FL 33154

Attn: Hayim Katan, President

JASON STINE, TREASURER

With a copy to:

To SELLER:

with copy to:

Kristy Phillips, ESQ.

Real Estate + ASSOCIATES

101 E. LAS OLAS BLVD.

St. 130-168

F. LINDSEY,

FL

33301

(c) Attorney's Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover such attorney's fees, court costs and expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled as determined by the court. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

(d) Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

(e) Assignment by Buyer. Buyer shall have the right to assign this Agreement without the prior written consent of Seller.

(f) Effective Date of this Agreement. The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party, or (ii) if changes in this

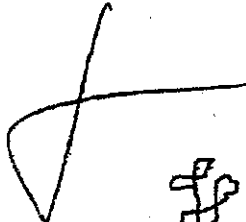
9/9/2016
BUYER

Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.

(g) Counterparts; Signatures. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns

(i) Time Periods. If the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.


BUYER ☒ 
SELLER ☒
9/9/16

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

THE SOUTHERN STAR CONDO
CONDOMINIUM, INC., a Florida nonprofit
corporation

By: [Signature]
Hayim Kattan, President

Date: 4/13/2016

9/9/2016
DATE

BUYER:

1163 100 STREET HOLDING, LLC
To be registered
LLC, a Florida limited liability company

By: [Signature]

Name: ROBERTO DI DONATO
Title: Managing Member

Date: AUG. 26/2016

EXHIBIT A
Southern Star Condo Development Rights

As used in this Assignment the term "Southern Star Condo TDR Units" shall mean a total of 2 TDR Units and all other development rights currently allocated to the following described property:

Lots 1 & 2, Block 17, BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

A/K/A Units No.s of SOUTHERN STAR CONDO CONDOMINIUM, INC. according to the Declaration thereof, as recorded in Official Records Book 6443, at Page 326, of the Public Records of Miami-Dade County, Florida, as amended.

Property Address: 9260-9280 Bay Harbor Terrace, BHL FL 33154

- ① Seller's acceptance is contingent upon final review by and approval from Seller's attorney.
- ② Seller's acceptance is contingent upon ^{proof of} a majority "yes" vote from Seller's Homeowners Association, such approval to be obtained by October 1, 2016

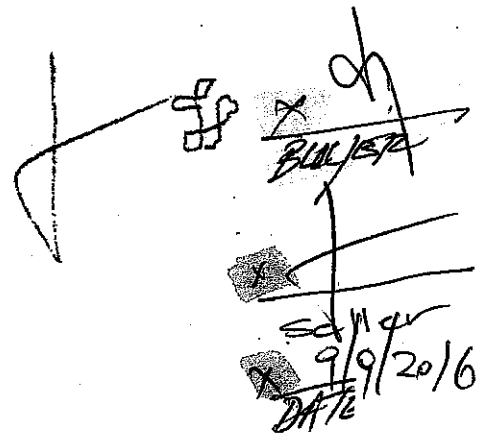
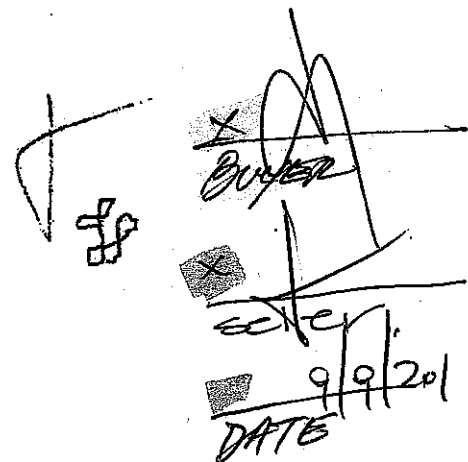

A handwritten signature, possibly "BUL/BA", is written over a horizontal line. Below the signature, the date "9/9/2016" is written, followed by the initials "DA/T".

EXHIBIT B
Receiving Parcel Legal

DEVELOPMENT SITE

1163 100th STREET LOTS 13
46, PG. 5 MIAMI-DADE CO. FL

BLOCK 7, BAY HARBOR ISLANDS P.B.

Handwritten signature and date. The signature is written over a line, and the date "9/9/201" is written below it. There are also some small marks and a "DATE" label.

**RESOLUTION BY THE BOARD OF DIRECTORS OF SOUTHERN STAR
CONDOMINIUM ASSOCIATION, INC., APPROVING THE TRANSFER/SALE OF
TWO (2) DEVELOPMENTAL RIGHTS TO 100 STREET DEVELOPMENT, LLC**

THAT WHEREAS, the board of directors of Southern Star Condominium Association, in accordance with Florida law, and the provisions of the Southern Star Condominium governing documents have voted to adopt all Resolutions outlined herein at a duly noticed meeting of the Association held on 12 August, 2016 and that all said Resolutions shall be in full effect and enforceable. All Resolutions outlined herein shall be deemed effective and enforceable immediately upon execution by the board of directors of the Association.

TRANSFER OF TWO (2) UNITS OF DEVELOPMENT RIGHTS

BE IT RESOLVED, that the board of directors for the Association, acting under and in their full capacity and authority, for and on behalf of the Southern Star Condominium Association, Inc., pursuant to the provisions of the Southern Star Declaration of Condominium, as originally recorded Official Records Book 21198, Page 3223 of the Public Records of Miami Dade County, Florida, and all amendments thereto, hereby authorizes and approves the legal transfer of Two (2) Units of Development Rights of Southern Star Condominium ("TDR"), to ~~100 Street Development, LLC~~, as set forth in the Town of Bay Harbor Island Zoning and Planning Code Section 23.22.2 and Resolution _____ (if applicable). *1163 100 Street Hallway

The Board of Directors has complied with all Federal and Florida law in regards to the sale of the TDR Rights and hereby authorizes said sale, along with the execution of the Warranty Deed for the transfer of the TDR (s) from Southern Star Condominium Association, to ~~100 Street Development, LLC~~. A copy of the approved Warranty Deed approved by the Board of Directors of the Association for the transfer of the TDR has been attached as Exhibit "A" and shall be incorporated herein. The Board of Directors shall have the full legal authority to act for and on behalf of the Association to execute any and all documents required to facilitate the sale of the TDR rights from the Association to ~~100 Street Development, LLC~~. SELLER
9/9/2016
DATE

This Resolution was adopted by the Board of Directors on this 12th day of August, 2016.

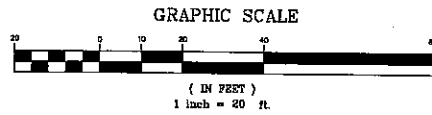
SOUTHERN STAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation

Print Name: JASON STINE
As: Manager

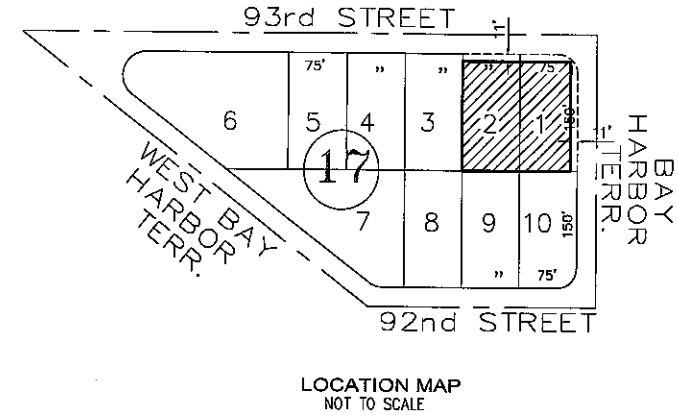
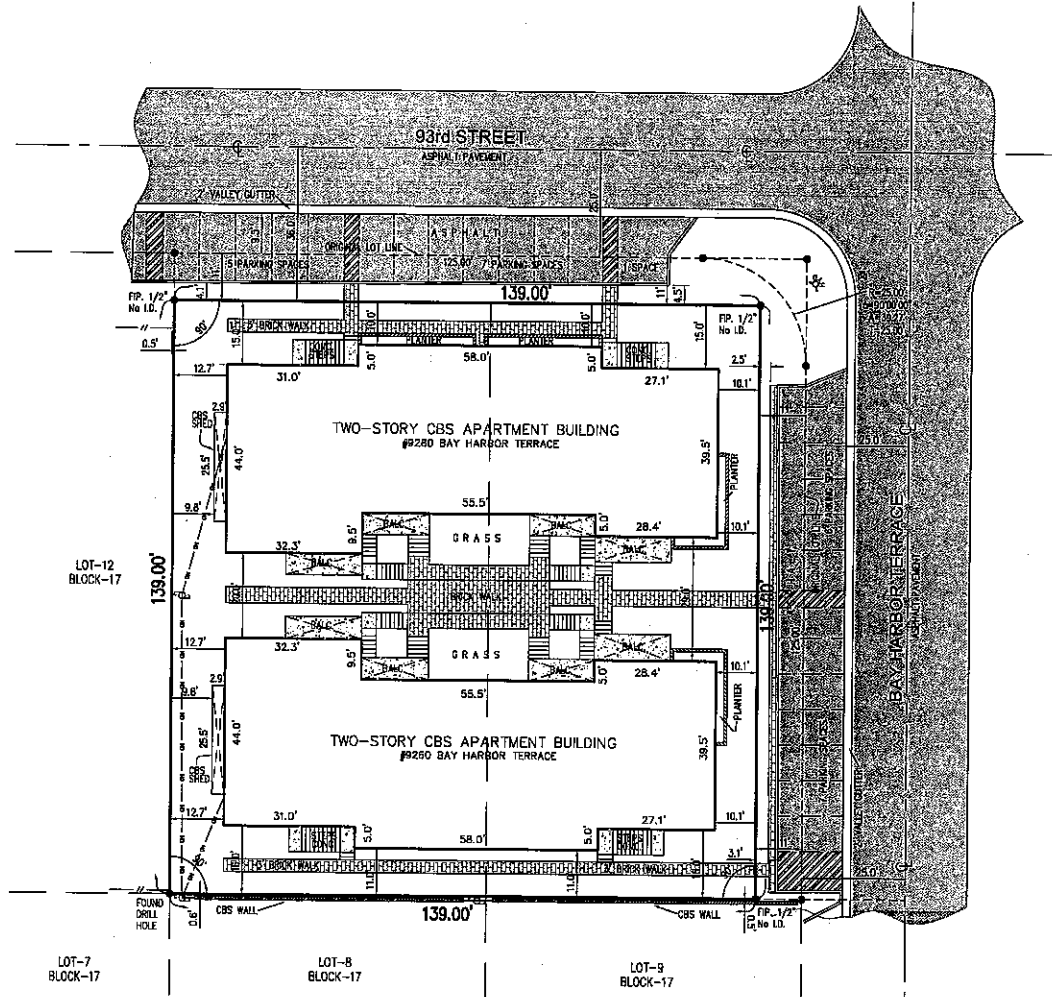
Print Name: ARACELI KATARI
As: President

Print Name: _____
As: _____

9/9/2016
DATE



BOUNDARY SURVEY



SURVEYOR'S NOTES:

- The above captioned Property was surveyed and described based on the above Legal Description. Provided by Client.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- Accuracy:
The expected use of the land, as classified in the Standards of Practice (S.J.-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
- Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- The surveyor does not determine fence and/or wall ownership.
- Ownership subject to OPINION OF TITLE.
- Type of Survey: BOUNDARY SURVEY.
- The North arrow shown hereon based on recorded plot of of "BAY HARBOR ISLAND", according to the map or plat thereof as recorded in Plat Book 45, Page 5, Public Records of Miami-Dade County, Florida.
- All measurements shown hereon are made in accordance with the United States Standard Feet.
- Flood Zone Data: Community/ Panel #120637/0144/L Dated: 9/11/09
Flood Zone: "AC" Base Flood Elevation = +8.0'
- Elevations shown, if any, hereon are relative to National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benchmark Used: N/A.
- This BOUNDARY SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

PROPERTY ADDRESS:

9280 & 9280 BAY HARBOR TERRACE, BAY HARBOR ISLANDS, FLORIDA 33154
FOLIO No: 13-2227-100-0001

LEGAL DESCRIPTION:

Lots 1 and 2, Block 17, of "BAY HARBOR ISLAND", according to the plat thereof, as recorded in Plat Book 45, Page 5, Public Records of Miami-Dade County, Florida, LESS the North 11 feet thereof and LESS the East 11 feet thereof.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter S.J.-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Further, this certificate is based on observations of field measurements performed on 09/24/2016 and other information available to the undersigned at the time the services were rendered.

Copies of this Boundary Survey are not valid without the seal and the original raised seal of a Florida licensed surveyor and mapper, said embossed copies are for the specific use of those entities that the Boundary Survey have been certified to.

Pablo J. Alfonso P.S.M.
Professional Surveyor & Mapper
State of Florida Reg. No.5880

LEGEND

- | | | | | | |
|-------------|--------------------|----|---------------------|--------|---------------------------------|
| OH | Overhead Wire Line | 1 | Existing Elevations | A/C | Air Conditioner |
| /// | Wood Fence | 2 | Catch Basin | Conc. | Concrete |
| X | Chain Link Fence | 3 | Water Meter | C.B.S. | Concrete Block & Stucco |
| □ | Iron Fence | 4 | Electric Box | D.E. | Drainage Easement |
| — | Centerline | 5 | Sanitary Manhole | D.M.E. | Drainage Maintenance Easement |
| — | Property Line | 6 | Sprinkler Pump | F.D.H. | Found Drill Hole |
| A=Arc | | 7 | Wood Pole | F.F.E. | Finish Floor Elevation |
| BR=Clearing | | 8 | Conc. Pole | F.I.P. | Found Iron Pipe/Pin |
| CH=Chord | | 9 | Light Pole | F.I.R. | Found Iron Rebar |
| A=Delta | | 10 | Fire Hydrant | F.N. | Found Nail |
| L=Length | | 11 | Water Valve | F.N&D | Found Nail & Disc |
| R=Radius | | 12 | Valve | F.P.L. | Florida Power Light Transformer |
| T=Target | | 13 | Manhole | H | Height |
| Ø=Diameter | | 14 | Water Valve | L.M.E. | Lake Maintenance Easement |
| | | 15 | Manhole | (M) | Measured |
| | | 16 | Manhole | (P) | Plotted |
| | | 17 | Manhole | P.O.B. | Point of Beginning |
| | | 18 | Manhole | P.O.C. | Point of Commencement |
| | | 19 | Manhole | (R) | Record |
| | | 20 | Manhole | Res. | Residence |
| | | 21 | Manhole | SIP/R | Set Iron Pin/Rebar |
| | | 22 | Manhole | S | Spread |
| | | 23 | Manhole | U.E. | Utility Easement |

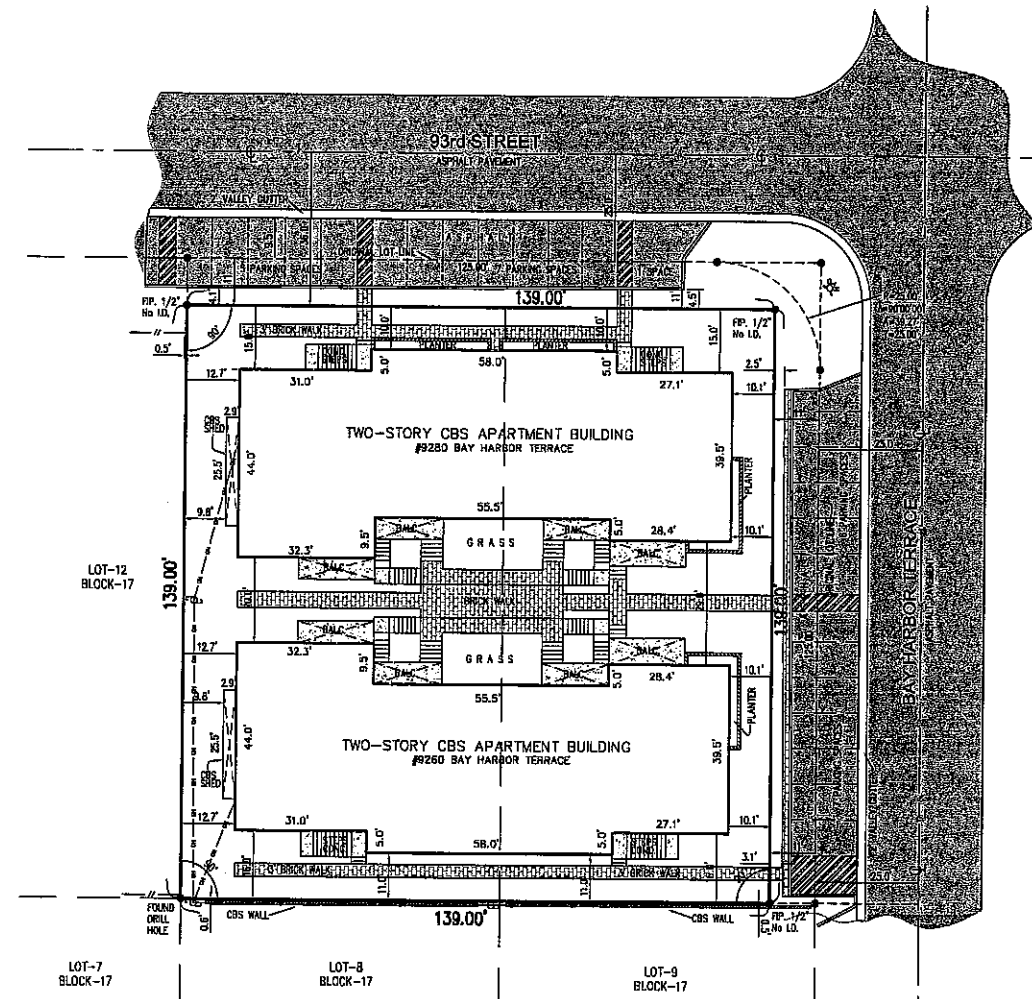
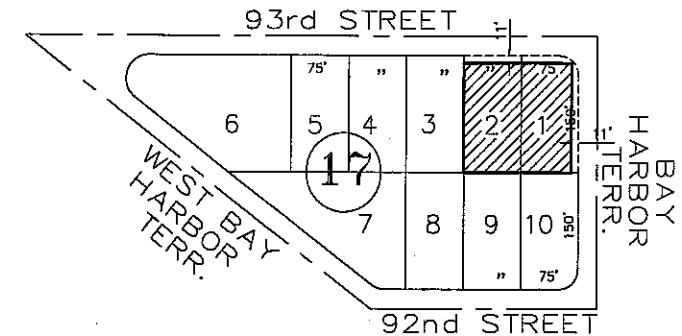
ROYAL POINT
LAND SURVEYORS, INC.

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL. 305-822-6062 ** 305-698-9468 FAX. 305-827-9669
LB.# 7262

SOUTHERN STAR
9280 & 9280 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

BOUNDARY SURVEY

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 20'
FIELD DATE: 09/24/2016
JOB NUMBER: RP16-0849
SHEET:
1
OF 1 SHEET



ROYALPOINT
LAND SURVEYORS, INC.
L.B.# 7282

BOUNDARY SURVEY

SOUTHERN STAR
9260 & 9280 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 20'
FIELD DATE: 09/24/2016
JOB NUMBER: RP16-0849
SHEET:

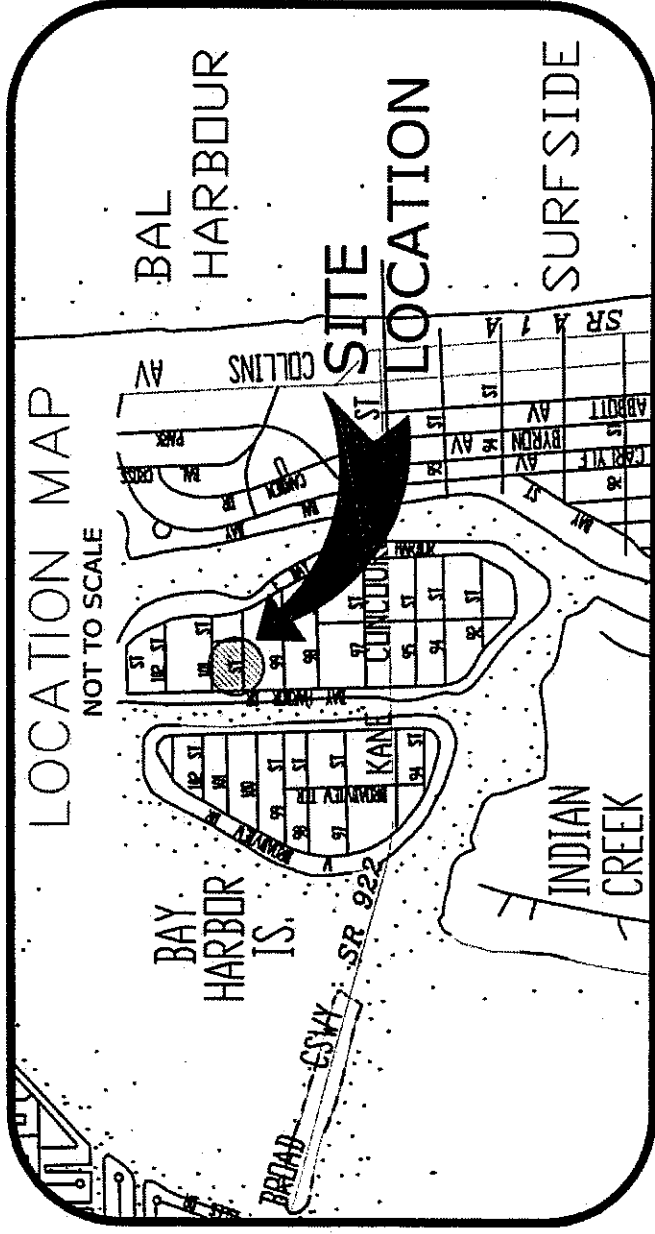
1

OF 1 SHEET

SKETCH OF SURVEY

PREPARED BY:

ØGUNTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073



PROPERTY ADDRESS:

1163-67 100th Street Bay Harbor Island, Florida 33154.

LEGAL DESCRIPTION:

Lot 13, in Block 7, of "BAY HARBOR ISLAND" according to the Plat thereof as recorded in Plat Book 46 at Page 5 of the Public Records of Miami-Dade County, Florida.

FOR:

FOUR SEASONS PROPERTY MANAGEMENT GROUP, LLC.

SURVEYOR'S NOTES:

- 1) This survey was conducted for the purpose of a "Boundary Survey" only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other entity.
- 2) The accuracy obtained by measurements and calculations on this survey, meets and exceeds the Minimum Technical Standards requirements for a Suburban area (1 foot in 7,500 feet) as specified in Chapter 5J-17, Florida Administrative Code.
- 3) The North arrow direction shown herein is based on an assumed Meridian.
- 4) In some cases graphic representation have exaggerated to more clearly illustrate a particular area where dimensions shall have preference over graphic location.
- 5) Legal description was provided by the client and is subject to any dedications, limitations, restrictions reservations or easements of record.
- 6) Examination of the Abstract of Title will have to be made to determine recorded instruments, if any affecting the property; search of Public Records not performed by this office.
- 7) No effort was made by this office to locate any underground utilities and/or structures within or abutting the subject property.
- 8) This survey has been prepared for the exclusive use of the entities named hereon only and the certifications hereon do not extend to any unnamed parties.
- 9) According to the National Flood Insurance Program the subject property falls in Community No. 120637, Panel No. 01-44, Suffix "L", Date of FIRM 09-11-2009, Flood Zone "AE", Based Flood Elevation: 8.00 feet.
- 10) Contact the appropriate authorities prior to any design work on the hereon-described parcel for Building and Zoning information.
- 11) Professional Land Surveyor and Mapper in responsible charge: Rolando Ortiz LS 4312, State of Florida.
- 12) This survey is not valid without the signature and the raised seal of a Florida Licensed Land Surveyor and Mapper.

I hereby certify to 1) Four Seasons Property Management Group, LLC; 2) J. Castro & Associates, P.A.; 3) Old Republic National Title Insurance Company; that the Sketch of Boundary Survey of the described property is true and correct to the best of my knowledge and belief, as recently surveyed and plotted under my direction; also that meets the Minimum Technical Standards set in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

By: Rolando Ortiz LS 4312
Professional Land Surveyor
& Mapper, State of Florida.

NOT VALID WITHOUT SHEET 2 OF 2
(SHEET 2 OF 2 CONTAINS SKETCH OF SURVEY)

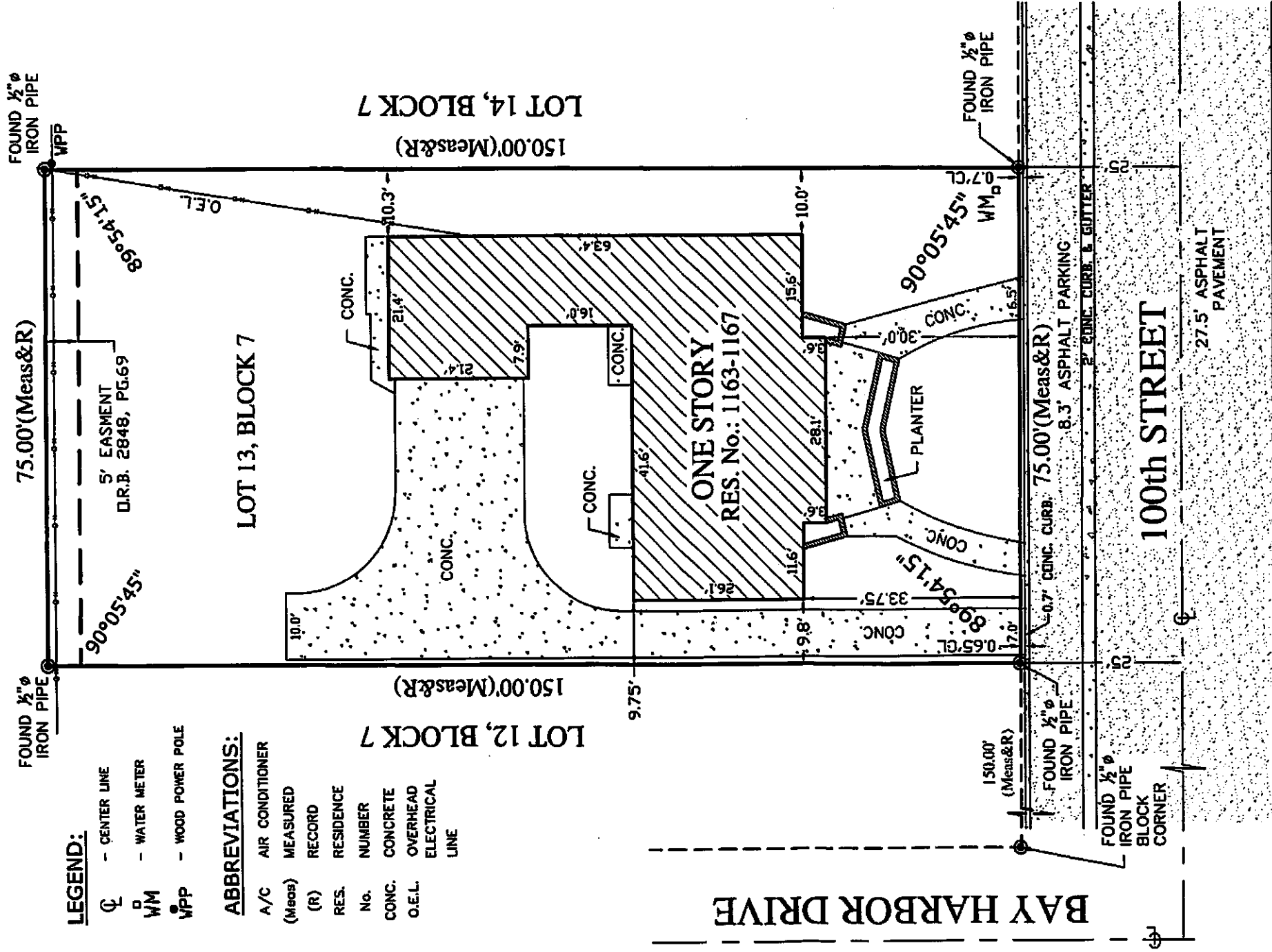
FOUR SEASONS PROPERTY MANAGEMENT GROUP, LLC 1163-67 100th Street Bay Harbor Island, Florida 33154	JOB No.: 14-29856	SKETCH No.: 27217	DATE: 08-27-2014	SCALE: 1"=20'	SHEET: 1 OF 2
---	----------------------	----------------------	---------------------	------------------	------------------



SKETCH OF SURVEY

PREPARED BY:
GUNTER GROUP, INC.
LAND SURVEYING - LAND PLANNING
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 4507
9350 S.W. 22nd TERRACE
MIAMI, FLORIDA 33165
(305) 220-0073

LOT 7, BLOCK 7



LEGEND:

- CL - CENTER LINE
- WM - WATER METER
- VPP - WOOD POWER POLE

ABBREVIATIONS:

- A/C - AIR CONDITIONER
- (Meas) - MEASURED
- (R) - RECORD
- RES. - RESIDENCE
- No. - NUMBER
- CONC. - CONCRETE
- O.E.L. - OVERHEAD ELECTRICAL LINE

NOT VALID WITHOUT SHEET 1 OF 2
(SHEET 1 OF 2 CONTAINS LOCATION MAP AND SURVEYORS NOTES)

FOUR SEASONS PROPERTY MANAGEMENT GOU, LLC 1163-67 100th Street Bay Harbor Island, Florida 33154	JOB No.: 14-29856	SKETCH No.: 27217	DATE: 08-27-2014	SCALE: 1"=20'	SHEET: 2 OF 2
---	----------------------	----------------------	---------------------	------------------	------------------



CFN 2014R0682
OR Bk 29332 Pgs 0719 - 720
RECORDED 10/01/2014 13:01
DEED DOC TAX 6,000.00
SURTAX 4,500.00
HARVEY RUVIN, CLERK OF CC
MIAMI-DADE COUNTY, FLORID

Prepared by: Steven Dobrofsky, Esq.
3208 NE 10th Street, Pompano Beach, FL 33062

Return to:

J. Castro & Associates, P.A.
6915 Red Road, Suite 219
Coral Gables, FL 33143
File No. 14068638

Property Appraiser's Parcel ID (Folio) No:
13-2227-001-1560 and commonly known as
1163-67 100th Street, Bay Harbor Islands, FL

SPACE ABOVE THIS LINE IS FOR RECORDING DATA

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture, Made this 1st day of October, 2014, Between ADRIENNE BERKE, a married woman, whose residence address is: 34 Far Hills Dr, Avon, Connecticut 06001, hereinafter called the "Grantor", and 1163 100 STREET HOLDING, LLC, a Florida Limited Liability Company, whose post office address is: 1020 93rd Street, B#5, Bay Harbor Islands, FL 33154, hereinafter called the "Grantee":

Witnesseth: That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, 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 successors and assigns forever, the following described land, situate, lying, and being in Miami Dade County, Florida, to wit:

Lot 13, Block 7, BAY HARBOR ISLAND, according to the Plat thereof as recorded in Plat Book 46 at Page 5 of the Public Records of Miami Dade County, Florida.

SUBJECT TO taxes for the year 2014 and subsequent years.

SUBJECT TO zoning and governmental regulations of Bay Harbor Islands and Miami Dade County, Florida.

SUBJECT TO covenants, restrictions and easements of record.

TOGETHER, with all the tenaments, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. "Grantor" and "Grantee" are used for singular or plural, as context requires. Grantor warrants that at the time of this conveyance, the subject property is not the homestead of Grantor, Grantor's spouse or any member of Grantor's family within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or is a part of homestead property. Grantor's residence and homestead address is 34 Far Hills Dr., Avon, CT 06001.

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

~~Witness # 1 Signature~~

Canon C. 02-12

Witness # 1 Printed name

Witness # 2 Signature

Kimberly K. Fleury
Witness # 2 Printed name

Witness # 2 Printed name

State of Connecticut)
County of Hartford) ss.

The foregoing instrument was acknowledged by me this 2nd day of September, 2014, by: ADRIENNE BERKE, who is personally known by me or who has produced her driver's license as identification and who did not take an oath.

My Commission Expires:

~~Notary Public State of Connecticut~~ (SEAL)



21198PG3223

03R274003 2003 APR 25 15:48

DECLARATION OF CONDOMINIUM

OF

**SOUTHERN STAR,
A Condominium**

Prepared By:

✓ GARY A. KORN, ESQUIRE
LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Boulevard
Suite 501
Aventura, Florida 33180

21198PG3224

**TABLE OF CONTENTS
TO
DECLARATION OF CONDOMINIUM OF
SOUTHERN STAR, A CONDOMINIUM**

<u>Article</u>		<u>Page</u>
I.	SUBMISSION STATEMENT	1
II.	DEFINITIONS	1
III.	UNITS; APPURTENANCES; POSSESSION AND ENJOYMENT	2
IV.	RESTRAINT UPON SEPARATION AND PARTITION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS	4
V.	COMMON ELEMENTS	4
VI.	CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS	4
VII.	OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS	5
VIII.	AMENDMENT TO DECLARATION	5
IX.	THE ASSOCIATION; ITS POWERS AND RESPONSIBILITIES	6
X.	MAINTENANCE, ALTERATIONS AND IMPROVEMENTS	8
XI.	ENFORCEMENT OF MAINTENANCE	9
XII.	COMMON EXPENSES	10
XIII.	ASSESSMENTS; LIABILITY, LIEN AND PRIORITY; INTEREST; COLLECTION	10
XIV.	MAINTENANCE GUARANTEE	12
XV.	LIMITATION OF LIABILITY	13
XVI.	LIENS	13
XVII.	EASEMENTS	13
XVIII.	OBLIGATIONS OF UNIT OWNERS	14
XIX.	INSURANCE	15
XX.	EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS	20
XXI.	RULES AND REGULATIONS	20
XXII.	MAINTENANCE CONTRACTS	20
XXIII.	MANAGEMENT AGREEMENTS	21
XXIV.	TERMINATION OF CONDOMINIUM	21
XXV.	ASSIGNABILITY OF RIGHTS OF DEVELOPER	22
XXVI.	EXECUTION OF DOCUMENTS REQUIRED BY THE TOWN OF BAY HARBOR ISLANDS AND/OR BY THE COUNTY OF MIAMI-DADE AND/OR BY THE STATE OF FLORIDA	23
XXVII.	DEVELOPER'S RIGHT TO AMEND DECLARATION OF CONDOMINIUM	23
XXVIII.	PETS	23
XXIX.	CONDOMINIUM WORKING CAPITAL FUND	24
XXX.	LEASING OF UNITS	24
XXXI.	REMEDIES	24
XXXII.	ADDITIONAL PROVISIONS	25

**EXHIBITS TO DECLARATION OF CONDOMINIUM
OF
SOUTHERN STAR, A CONDOMINIUM**

"A"	Legal Description of Real Property
"B"	Plot Plan, Survey and Graphic Description
"C"	Share of Common Expenses, Common Elements and Common Surplus
"D"	Articles of Incorporation of Southern Star Condominium Association, Inc.
"E"	By-Laws of Southern Star Condominium Association, Inc.
"F"	Rules and Regulations

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\SoStar\TableDec.wpd

21198PG3225

**DECLARATION OF CONDOMINIUM
OF
SOUTHERN STAR, A CONDOMINIUM**

I. SUBMISSION STATEMENT

ATLANTIC STAR APARTMENTS L.C., a Florida limited liability company (hereinafter called the "Developer") is the owner, in fee simple, of the real property legally described in Exhibit "A" attached hereto. Developer does hereby submit the real property described in Exhibit "A" attached hereto, the improvements thereon and the rights and easements appurtenant thereto to condominium ownership pursuant to Chapter 718, Florida Statutes and declares same a condominium known as SOUTHERN STAR, a Condominium (the "Condominium").

All of the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each unit owner, and each unit owner's heirs, personal representatives, successors and assigns. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the common elements as defined herein.

II. DEFINITIONS:

As used herein and in the Exhibits attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Assessment" means the share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner.

C. "Association" or "Corporation" means SOUTHERN STAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

D. "Board" or "Board of Directors" means the Board of Directors of the Association.

E. "By-Laws" means the By-Laws of the Association.

F. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

G. "Condominium Property" means and includes the land submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

H. "Unit" or "Condominium Unit" means that portion of the Condominium Property which is to be subject to exclusive ownership; said Unit being a unit space identified on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

I. "Common Elements" means the portion of the Condominium Property not included in the Units.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Discayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3226

PLATE 84

J. "Common Expenses" means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of the common elements; (3) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (4) any valid charge against the Condominium as a whole.

K. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, (including, but not limited to, assessments, rents, profits and revenues) over and above the amount of money expended as common expenses.

L. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and where there is appurtenant to each Unit, as part thereof, an undivided share in the common elements.

M. "Condominium Parcel" means a Unit together with the undivided share in the common elements which is appurtenant to the Unit.

N. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

O. "Developer" means ATLANTIC STAR APARTMENTS L.C., a Florida limited liability company, and such assigns as may be designated in writing by ATLANTIC STAR APARTMENTS L.C., a Florida limited liability company, pursuant to the provisions of Article XXV hereinafter.

P. "Institutional Lender" or "Institutional Mortgagee" means the Developer, a bank, savings and loan association, insurance company, a generally recognized and licensed mortgage company, real estate investment trust, public company pension fund, public company pension trust, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) holding a mortgage encumbering a Unit.

Q. "Institutional Mortgage" means a mortgage encumbering a Unit held by an Institutional Lender or by an Institutional Mortgagee.

R. "Insurance Trustee" means that Florida Bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

S. "Limited Common Elements" means those common elements which are reserved for the use of a certain Unit or certain Units to the exclusion of all other Units.

T. "Unit Owner" or "Owner" means that person or entity owning a Unit.

III. UNITS; APPURTENANCES; POSSESSION AND ENJOYMENT

A. A Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

B. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundaries -- the horizontal plane of the undecorated finished ceiling.
2. Lower Boundaries -- the horizontal plane of the undecorated finished floor.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

C. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed to be a common element.

D. Where a stairway or other portion of the building or any fixture attached to the building serves only the Unit being bounded, the perimetrical boundary of such Unit shall vary with the exterior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

E. Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit, nor shall a Unit be deemed to include pipes, wires, conduits or other public utility lines running through the Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the common elements. A Unit shall be deemed to include the interior walls and partitions which are contained in a Unit and also shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings of the Unit, including plaster, paint, wallpaper, etc.

F. There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the common elements.
2. An undivided share in the common surplus.
3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Unit.
5. Membership for the unit owner in the Association, with the full voting rights appertaining thereto, subject to the rights and obligations of membership therein.

G. The owner of a Unit is entitled to the exclusive possession of the Unit. Each owner of a Unit shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

H. Each owner of a Unit shall pay the cost of maintaining all sliding glass doors contained within his Unit, if any, and the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated, from time to time, by the Association.

I. No Unit may be partitioned or subdivided.

J. Each Unit shall be utilized only for residential purposes.

K. There shall be one (1) automobile parking space assigned to each Unit. The parking space so assigned shall be designated as a limited common element appurtenant to the Unit to which the parking space is assigned. The assignment of the appurtenant parking space for each such Unit shall be made by the

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Dickeyne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3228

RECEIVED

Developer, and the Developer may receive compensation from the unit owner in connection with the assignment of a parking space to a Unit. Upon the assignment of the automobile parking space to a particular Unit, the same shall be an appurtenance to said Unit and shall pass as an appurtenance thereto. All unassigned parking spaces shall be common elements and shall be available for uses designated by the Board of Directors of the Association, except that so long as the Developer owns at least one (1) Unit in the Condominium, it shall have the right and authority to assign, transfer or lease, for consideration, all unassigned parking spaces. In addition to the foregoing, in the event a Unit is assigned more than one (1) automobile parking space, the owner of said Unit may assign any additional parking space in excess of one (1) to another unit owner without the necessity of obtaining approval from either the Developer or the Board of Directors of the Association. In the event of such an assignment, however, the unit owner assigning the additional parking space or spaces shall notify the Association of the parking space so assigned and the name and unit number of the unit owner to whom such additional parking space has been assigned.

IV. RESTRAINT UPON SEPARATION AND PARTITION OF LIMITED COMMON ELEMENTS AND COMMON ELEMENTS

A. The undivided share in the limited common elements and in the common elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. The undivided share in the common elements and in the limited common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The undivided share in the common elements and in the limited common elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

V. COMMON ELEMENTS

Common elements includes within its meaning the following items:

A. All of the real property, other than the Units and the limited common elements, all of which are more particularly described and set forth in the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B". Common elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the common elements and easements of support in every portion of a Unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of the unit owners.

B. Installations for the furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs and gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Units.

E. A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the common elements as shall be necessary to provide access to the public ways to and from the Units.

VI. CONDOMINIUM PROPERTY AND IDENTIFICATION OF UNITS

A. Annexed hereto as Exhibit "B" is a survey of the real property being submitted to the condominium form of ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Discayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

B. The identification, location and dimensions of each Unit, the limited common elements and the common elements appear on the aforescribed Exhibit "B". Each Unit has been given a designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" annexed hereto in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the limited common elements and common elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

VII. OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS

The owner of each Unit shall own a share and an interest in the Condominium Property which is appurtenant to unit owner's Unit which includes, but is not limited to, the following items:

A. Common Elements -- The undivided shares, based on a percentage basis in the common elements appurtenant to each of the Units as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "C"; and

B. Common Surplus -- Any common surplus of the Association, in the same percentage as the common elements appurtenant to each Unit are owned, as set forth in Exhibit "C". This ownership, however, does not include the right to withdraw or require payment or distribution of said common surplus.

VIII. AMENDMENT TO DECLARATION

A. Except as herein or otherwise provided, this Declaration may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. An amendment may be proposed by either a majority vote of the Board of Directors of the Association, or by the vote of members holding not less than 51% of the total votes of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

a. The vote of not less than 66-2/3% of the Board of Directors and the vote of members holding not less than 66-2/3% of the total votes of the Association; or

b. The vote of members holding not less than 80% of the total votes of the Association.

B. No amendment shall change the configuration of any Unit nor a Unit's proportionate share of the common elements, the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the amendment is approved by: (i) the owner of the Unit; (ii) the record owners of all liens encumbering the Unit; and (iii) the vote of members holding not less than 51% of the total votes of the Association.

C. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend this Declaration and its Exhibits so as to correct any omissions or errors (including scrivener's or surveyor's errors), so long as such amendments do not materially and adversely affect the rights of unit owners or mortgagees. Such amendment need be executed and acknowledged by the Developer only and be authorized by the vote of members holding not less than 51% of the total votes of the Association.

In addition, the Developer reserves the right to amend this Declaration pursuant to the provisions of Article XXVII herein, provided said amendment(s) is in accordance with the Act.

LEOPOLD, KOHN & LEOPOLD, P.A.

20801 Disney Boulevard, Suite 501,ventura, FL 33180 Telephone: 305-935-3500

\\work\CONDO\SoStar\Dec.wpd

21198PG3229

ST 423 51

D. In the event it shall appear that there is an error or omission in this Declaration or in the Exhibits attached hereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered;

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval by writing delivered to the Secretary at or prior to the meeting considering adoption of the amendment. Such approvals to amend this Declaration must be either by:

a. The vote of not less than 33-1/3% of the Board of Directors and the vote of members holding not less than 10% of the total votes of the Association; or

b. The vote of members holding not less than 25% of the total votes of the Association;

c. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Miami-Dade County, Florida.

E. No provision of this Declaration shall be revised or amended by reference to its title number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the new provision to be amended; new words shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

F. This Declaration may be amended in the manner provided for herein, but no amendment to this Declaration shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage encumbering any Unit(s), or which would change the provisions of this Declaration with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees holding mortgages encumbering Units in this Condominium.

G. Except as may be otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted. Each amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Miami-Dade County, Florida.

IX. THE ASSOCIATION: ITS POWERS AND RESPONSIBILITIES

A. The Condominium is governed and administered by SOUTHERNSTAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article VIII of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required to be effective unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change the size of any Unit nor the share of common elements, common expenses or common surplus appurtenant to a Unit nor the voting rights appurtenant to a Unit unless the record owner or owners thereof and all record owners of mortgages encumbering such Unit or Units shall join in the execution of such amendment.

LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Boulevard, Suite 301, Aventura, FL 33180 Telephone: 305-935-3500

tlwork\CONDO\SoStar\Dec.wpd

21198PG3230

X. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association -- The Association shall maintain, repair and replace at the Association's own expense:

1. All common elements.
2. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns.
3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
4. All parking areas of the Condominium, if any.
5. All property owned by the Association.

Subject to the provisions of Article IX, Subparagraph B1 of this Declaration, all incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Unit Owner -- The responsibilities of each unit owner shall be as follows:

1. To maintain, repair and replace, at unit owner's expense, all portions of the Unit (and any limited common element appurtenant thereto, other than the parking space assigned to the Unit as a limited common element appurtenant thereto), except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be to maintain, repair and replace all plate glass, sliding glass doors, windows, screens and doors opening into or onto the Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.
2. To maintain, repair and replace at unit owner's expense, unit owner's individual air-conditioning and heating system located inside unit owner's individual Unit.
3. Within the Unit, to maintain, repair and replace at unit owner's expense all fans, stoves, refrigerators, dishwashers, washing machines, dryers, or other appliances or equipment, including all fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to unit owner's Unit. The floor and interior walls of any balcony, terrace or patio of a Unit shall be maintained by the unit owner at such unit owner's expense.
4. Within and without the Unit, not to paint or otherwise decorate or change the appearance of any exterior portion of the building, including balconies, patios or terraces, or any stucco portion of the Condominium.
5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3232

6. No unit owner, other than the Developer, shall make any alterations in the portions of the Condominium which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the common elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of members holding not less than 66-2/3% of the total votes of the Association.

D. Alteration of Unit. No owner of a Unit shall make or cause to be made any structural modifications or alterations or replacements in unit owner's Unit, or in the exterior doors of unit owner's Unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the structural soundness of the building. If the modification, alteration or replacement desired by an owner of a Unit involves the removal of any permanent interior partition, the Board of Directors may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A unit owner making or causing to be made any structural modification, alteration or replacement to unit owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other unit owners harmless from any liability arising therefrom. No unit owner shall cause any improvements or changes to be made to the exterior of the Condominium including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within each Unit, without consent of the Board of Directors. No unit owner, other than the Developer and/or the agents of the Developer, or any other person shall install upon the roof or exterior of the building or upon the common elements of the Condominium, any television antennae, radio antennae, electric, electronic, electro-mechanical or other communications device, decorative item or affixed furnishing, without the consent of the Board of Directors.

E. Liability of Unit Owner. Should a unit owner undertake unauthorized additions and modifications to the unit owner's Unit, or refuse to make repairs as required, or should a unit owner cause damage to the Condominium Property, the Association shall have the right to avail itself of the remedies set forth in Section 718.303(1) and (3), Florida Statutes, which remedies include the levy of a reasonable fine, an action for damages or an action for injunctive relief.

F. Insurance Proceeds. Whenever any maintenance, replacement and repair of any items for which the owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association, or by the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The unit owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

XI. ENFORCEMENT OF MAINTENANCE

In the event the owner of a Unit fails to maintain the Unit and the appurtenances thereto, as required above, the Association, the Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions.

Further, in the event a unit owner violates any of the provisions of Article X above, the Developer and/or the Association shall have the right to take any and all such lawful steps as may be necessary to remedy such violation.

LEOPOLD, KOHN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

l:\work\CONDO\SoStar\Dec.wpd

21198PG3233

OF REC. EX.

STICR
21198PG3234

XII. COMMON EXPENSES

A. Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by the Association.

B. Common expenses shall include all costs of electricity, water (including the submetering thereof), gas, trash and garbage collection and sewage service for the Condominium.

C. Common expenses shall be shared by each Unit in accordance with each Unit's respective interests in the common elements and in the common surplus, as set forth in Exhibit "C". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Units or their locations.

XIII. ASSESSMENTS; LIABILITY, LIEN AND PRIORITY; INTEREST; COLLECTION

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time, a budget necessary to provide for the common expenses of the Condominium. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while such unit owner is the owner of a Unit. In addition, the purchaser of a Unit shall be jointly and severally liable with the seller of such Unit for all unpaid assessments against the Unit being conveyed, up to the time of such conveyance.

B. The Board of Directors shall adopt a Budget for the Association during the month preceding the fiscal year wherein the Budget will take effect, which Budget shall include a schedule of assessments to be paid by the unit owners.

C. Each unit owner shall be responsible for the payment of the assessments imposed against the unit owner's Unit in an amount equal to the percentage of responsibility for payment of common expenses set forth in Exhibit "C" attached hereto.

D. Regular assessments shall be paid by the unit owners on a monthly basis payable on the first day of each and every month.

E. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses and in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional and/or special assessments to meet such needs of the Association.

F. The Board of Directors of the Association, in assessing for common expenses, shall (unless waived or reduced pursuant to applicable law) include therein a sum to be collected and maintained as a reserve fund for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. All reserve funds, and any interest accruing thereon, shall remain in the reserve account for authorized reserve expenditures, unless the use of reserve funds for other purposes is approved in advance by a majority vote at a duly called meeting of the Association.

G. The Board of Directors of the Association, in assessing for common expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of stress. Such sums may be used to meet deficiencies from

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

\\work\CONDO\SoStar\Dec.wpd

time to time existing as a result of delinquent payment of assessments by unit owners or as a result of emergencies.

H. All monies collected by the Association from assessments imposed against unit owners in this Condominium shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments imposed against unit owners in this Condominium shall be maintained separately in the name of the Association. Reserve and operating funds of the Association shall not be commingled, unless combined for investment purposes. However, if combined, such funds shall be accounted for separately and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined accounts. All monies received by the Association from assessments imposed against unit owners in this Condominium shall be held for the benefit of the unit owners in this Condominium and may not be expended for the benefit of any other condominium. No unit owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a unit owner. When the owner of a Unit shall cease to be a member of the Association, by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

I. Liability for assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any common elements or other property which a unit owner is entitled to use or enjoy.

J. Assessments not paid within five (5) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18.00%) per annum. Additionally, the failure to pay any assessment within five (5) days from the date due shall entitle the Association to levy an administrative late fee, in addition to interest upon the delinquent assessment, in an amount not to exceed the greater of \$25.00 or five percent (5.00%) of each installment of the delinquent assessment, said administrative late fee to be imposed against the delinquent unit owner for each thirty (30) day period that the assessment remains delinquent. Payments made shall be applied to interest and administrative late fees first and then to the delinquent assessment. The Association shall furnish to any Institutional Mortgagee, upon its request, written notification of any default in assessment payments of the unit owner whose Unit is encumbered by the Institutional Mortgage.

K. The Association is hereby granted a lien on each Unit, which lien shall secure the payment of all assessments, interest thereon, and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. Notwithstanding anything to the contrary which may be contained herein, no fine shall become a lien against a Unit. The lien shall be effective, have priority and be collected as provided by the Act.

L. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association, provided the unit owner has remained in possession of the Unit, shall be entitled to petition a court of competent jurisdiction for payment of a reasonable rental from the owner of such Unit from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Unit.

M. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

LEOPOLD, KOHN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

H:\w\ACONDO\SoStatDec.wpd

1. The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by the Association; or

2. One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required, if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

XIV. MAINTENANCE GUARANTEE

During the period commencing with the date of the recordation of this Declaration of Condominium among the Public Records of Miami-Dade County, Florida and continuing until the earlier of: (i) one (1) year from the date thereof; or (ii) the date on which control of the Board of Directors of the Association is turned over to unit owners other than the Developer (the "Initial Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of common expenses attributable to the Units that it owns in the Condominium, provided that such Units continue to be offered for sale by the Developer and provided that the regular monthly assessments for common expenses imposed on each unit owner other than the Developer shall not increase during such period (the "Guarantee Period") over the amounts set forth within the following schedule:

UNIT NO.	MONTHLY	ANNUALLY
1	188.03	2,256.36
2	196.16	2,353.92
3	195.62	2,347.44
4	239.66	2,875.92
5	188.03	2,256.36
6	196.16	2,353.92
7	195.62	2,347.44
8	239.66	2,875.92
21	201.91	2,422.92
22	202.08	2,424.96
23	205.99	2,471.88
24	242.27	2,907.24
25	201.91	2,422.92
26	202.08	2,424.96
27	205.99	2,471.88
28	242.27	2,907.24

and provided further that the Developer shall be obligated to pay any amount of common expenses actually incurred during the Guarantee Period not produced by the assessments at the guaranteed level. For the purpose of this Article, only regular periodic assessments for common expenses as provided for within this Declaration of Condominium and within the Estimated Operating Budget adopted by the Association shall be utilized for the payment of common expenses during any period in which the Developer is excused. Accordingly, no funds which are receivable from purchasers of Units or from unit owners and which are payable to the Association, including capital contributions or start up funds collected from purchasers of Units at each closing, may be utilized for payment of such expenses during the Initial Guarantee Period or during any Additional Guarantee Period. Prior to the Initial Guarantee Expiration Date, the Developer shall have the option of extending the Guarantee Period for one (1) or more additional periods, of one (1) year each (an "Additional Guarantee Period") as provided in Florida Statutes, Section 718.116(9). During an

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3236

Additional Guarantee Period, if any, the Developer guarantees that regular monthly assessments for common expenses imposed on each unit owner other than the Developer shall not be greater than the amounts set forth above.

Furthermore, during an Additional Guarantee Period, if any, the Developer shall be obligated to pay any amount of common expenses actually incurred during such Additional Guarantee Period not produced by the assessments at the guaranteed level. The Developer shall be deemed to have automatically extended the Guarantee Period, by an Additional Guarantee Period, unless the Developer notifies the Board of Directors of the Association, in writing, of its election not to extend the Guarantee Period for an Additional Guarantee Period. The Developer may also extend the Guarantee Period for a definite period of time by written agreement entered into with a majority of non-Developer unit owners. Notwithstanding the foregoing, if the Developer-controlled Association has maintained all insurance coverages required by Section 718.111(11)(a), Florida Statutes, the common expenses incurred during the Guarantee Period or during any Additional Guarantee Period resulting from a natural disaster or from an act of God, which are not covered by insurance proceeds from the insurance coverages maintained by the Association, may be assessed against all unit owners owning Units on the date of such natural disaster or act of God occurring during the same Guarantee Period, and their successors and assigns, including the Developer with respect to Units owned by the Developer. In the event of such assessment, all Units shall be assessed in accordance with their respective ownership interest in the common elements as set forth within Exhibit "C" attached to this Declaration of Condominium.

XV. LIMITATION OF LIABILITY

A. The liability of the owner of a Unit for common expenses shall be limited to the amounts for which such unit owner is assessed from time to time in accordance with this Declaration and the By-Laws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. The owner of a Unit may be personally liable for acts or omissions of the Association in relation to the use of the common elements, but only to the extent of such unit owner's pro rata share of that liability in the same percentage as such unit owner's interest in the common elements, and then in no event shall such liability exceed the value of the unit owner's Unit.

XVI. LIENS

A. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to unit owner's Unit, such furnishing of labor or materials may not be the basis for the filing of a mechanic's lien against the unit owner's Unit. No labor performed or materials furnished to the common elements shall be the basis for the filing of a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Units in the proportions for which the Units are liable for common expenses.

B. In the event a lien against two or more Units becomes effective, each unit owner thereof may relieve his Unit of the lien by paying the proportionate amount attributable to unit owner's Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Unit.

XVII. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services; Drainage -- Easements are reserved under, through, across and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. A unit owner shall do nothing within or outside unit owner's Unit that interferes with or impairs the utility services and cable television services using these easements. The Association or its designee shall have a right of access to each Unit to maintain, repair or replace the telephone wiring, telephone lines, pipes, wires, ducts, vents, cables, conduits and other utility or other service facilities and common elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198P63237

ST. H. N.

such right of access shall not unreasonably interfere with the unit owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency.

B. Traffic -- An easement shall exist for pedestrian traffic over, through and across all sidewalks, driveways, paths, walks, halls, lobbies, elevators, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purpose; and such easements shall be for the use and benefit of unit owners, lessees, Institutional Mortgagees, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any common element, limited common element or upon any other Unit, by reason of original construction or by reason of the non-negligent or non-purposeful act of the unit owner or the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any Unit by reason of original construction or by reason of the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support -- The Developer and the Association hereby grant to each other and to their respective heirs, successors, and assigns, and to all third party beneficiaries, including unit owners, lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements -- The Association has the right to grant to owners and users of property which is contiguous to the Condominium Property, easements upon, under, over and across the common elements of the Condominium for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of the common elements. In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

F. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of this Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with the proper and intended use and purpose of any such easement. The unit owners do hereby designate the Association as their lawful attorney-in-fact, coupled with an interest, to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

XVIII. OBLIGATIONS OF UNIT OWNERS

In addition to the other obligations and duties heretofore set out in this Declaration, each unit owner shall:

A. Promptly pay all assessments, regular and special, levied by the Association.

B. Maintain in good condition and repair unit owner's Unit and the limited common elements appurtenant thereto and maintain and repair the fixtures therein and pay for any utilities which are separately metered to unit owner's Unit.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198P63238

REC-110

21198PG3239

STH:R

C. Not permit or suffer anything to be done or kept in unit owner's Unit which will increase the insurance rates on unit owner's Unit, or the common elements, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall a unit owner commit or permit any nuisance or any immoral or illegal act in unit owner's Unit or on the common elements.

D. Conform to and abide by the By-Laws and such rules and regulations which may be adopted in writing, from time to time, by the Board of Directors of the Association and see that all persons using unit owner's Unit by, through or under the unit owner do likewise.

E. Make no alteration, decoration, repair, replacement or change to the common elements or to any outside or exterior portion of the Condominium, except as set forth herein.

F. Exhibit no sign, advertisement or notice of any type on the common elements or on unit owner's Unit except as may be approved by the Association. The prohibitions contained in this subparagraph shall not be applicable to the Developer and/or to agents of the Developer.

G. Make no repairs to any plumbing or electrical wiring, except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the owner of the Unit and shall be paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

H. Pay all ad valorem taxes attributable to the unit owner's Unit to the appropriate taxing authority having jurisdiction over the unit owner's Unit. For the purposes of ad valorem taxation, the interest of the unit owner in unit owner's Unit and in the common elements appurtenant thereto shall be considered as a Unit.

XIX. INSURANCE

A. Liability Insurance -- The Board of Directors of the Association shall utilize due diligence to obtain public liability insurance, directors' and officers' liability insurance and property damage insurance covering all real property owned by the Association and all of the common elements of the Condominium (not including floor coverings, wall coverings or ceiling coverings), and insuring the Association, all unit owners and all Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall, to the extent such coverage is available, be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the unit owners, as a group, to any one unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance - Purchase of Insurance -- The Association shall obtain "all risk" insurance, flood insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium (except for floor coverings, wall coverings and/or ceiling coverings), including personal property owned by the Association, in and for the interest of the Association, all unit owners and Institutional Mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policy holder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Discayne Boulevard, Suite 501,ventura, FL 33160 Telephone: 305-935-3500

the Condominium, which Institutional Mortgagee shall also have the right to approve the amounts of insurance coverage and the forms utilized by the insurance company furnishing the insurance.

C. Loss Payable Provisions -- Insurance Trustee -- All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any banking institution having trust powers and doing business in the State of Florida (the "Insurance Trustee"). The Insurance Trustee shall not be liable for the payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees (sometimes hereinafter collectively referred to as the "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1. Common Elements -- Proceeds on account of damage to common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to unit owner's Unit.

2. Units -- Proceeds on account of Units shall be in the following undivided shares:

a. Partial destruction, when Units are to be repaired and restored for the owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each unit owner.

b. Total destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereafter in this Article for the owners of all Units, each unit owner's share being in proportion to unit owner's share in the common elements appurtenant to unit owner's Unit.

3. Mortgagees -- In the event an Institutional Mortgage encumbers a Unit, the share of the unit owner shall be held in trust for the particular Institutional Mortgage and the unit owner, as their interests may appear; provided, however, that no mortgagee, other than the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium, shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

D. Distribution of Proceeds -- Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

1. Reconstruction or Repair -- If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair -- If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-934-3500

21198PG3240

37.101.01

to the payment or reduction of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

3. Certificate -- In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by the President (or Vice-President) and Secretary of the Association, as to the names of the unit owners and their respective shares of distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate. In addition, the Insurance Trustee may rely on such certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit -- If loss shall occur within a single Unit or Units, without damage to the common elements, the insurance proceeds shall be distributed to the affected unit owner(s), remittance by the Insurance Trustee to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the Unit.

F. Loss Less Than "Very Substantial" -- Where a loss or damage occurs to more than one Unit and/or to the common elements, or to any Unit or Units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

2. If the damage or loss is limited to the common elements, with minimum or no damage or loss to any individual Unit, and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

3. If the damage or loss involves individual Units encumbered by Institutional Mortgages, as well as to the common elements, or if the damage is limited to the common elements alone but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of an Institutional Mortgagee, the written approval shall also be required of the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium. Should written approval be required, as aforesaid, it shall be said Institutional Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional Mortgagee, if said Institutional Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any affidavit required by law or by the Association or by the aforesaid Institutional Mortgagee. In addition to the foregoing, the Institutional Mortgagee whose approval may be required, as aforesaid, shall have the right to require the general contractor performing the reconstruction to obtain a performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Discayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

h:\work\CONDO\SoStarDec.wpd

21198PG3241

21198PG3242

MT 822 RL

4. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.

5. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment against all Units in proportion to each Unit's share in the common elements (regardless of whether all of the common elements are affected), for that portion of the deficiency as is attributable to the cost of restoration of the common elements. If any portion of the deficiency is attributable to a specifically damaged Unit or to specifically damaged Units, then the Board of Directors may impose a charge (the "Charge") against such individual Unit(s) in an amount equal to the allocable portion of the deficiency as may be attributable to the cost of restoration of the common elements. However, if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individually damaged Unit(s), then the Board of Directors shall levy the charge for the total deficiency as a special assessment against all of the Units in proportion to each Unit's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds and/or funds in payment of the Charge shall be delivered by the Association to the Insurance Trustee and shall be added by the Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property.

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessments within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its mortgage; provided however, that this provision may be waived by the Board of Directors in favor of any Institutional Mortgagee upon request therefor at any time.

G. "Very Substantial" Damage -- As used in this Declaration, or in any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby 75% or more of the total unit space in the Condominium is rendered untenable, in the sole discretion of the Board of Directors, or loss or damage whereby 75% or more of the total amount of insurance coverage placed becomes payable. Should such "very substantial" damage occur, then:

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof and the net amount of insurance proceeds available for restoration and repair.

2. Thereupon, a special meeting of the members of the Association shall be called by the Board of Directors of the Association, to be held not later than 60 days after the casualty, to determine the wishes of the members of the Association with reference to abandonment of the Condominium project, subject to the following:

a. If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless members holding not less than 66-2/3% of the total votes of the Association shall vote to abandon the Condominium project, in which event the Condominium Property shall be removed from the provisions of the Act, in accordance with Section 718.117 of the Act.

b. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional Mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if members holding

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3243

OFFICIAL

in excess of 33-1/3% of the total votes of the Association vote against such special assessment, the Condominium shall be abandoned and the Condominium Property shall be removed from the provisions of the Act in accordance with Section 718.117 of the Act. In the event members holding not less than 66-2/3% of the total votes of the Association vote in favor of a special assessment, the Association shall immediately levy such special assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs. The special assessment funds shall be delivered by the Association to the Insurance Trustee and shall be added by said Insurance Trustee to the proceeds available for the repair and restoration of the Condominium Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Condominium Property, as provided in Paragraph D of this Article. To the extent that any insurance proceeds are paid over to any mortgagee, and in the event it is determined not to abandon the Condominium Project and to vote a special assessment, then the affected unit owner shall be obligated to replenish the funds so paid over to the unit owner's mortgagee.

c. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that a determination made by the Board of Directors of the Association shall be binding upon all unit owners.

H. Surplus -- It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance remaining in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors of the Association, unless the Institutional Mortgagee having the highest dollar indebtedness secured by mortgages encumbering Units in the Condominium shall require distribution. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Plans and Specifications -- Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required. The Insurance Trustee shall not be obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restoration or rebuilding.

J. Association's Power to Compromise Claim -- The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

K. Workmen's Compensation -- To the extent available, a workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage. In addition, the Association shall obtain such other insurance coverages as the Association shall reasonably determine is necessary for the unit owners and the Condominium.

L. Insurance on Individual Unit -- Each individual unit owner shall purchase at unit owner's expense, liability insurance to cover accidents occurring within unit owner's Unit, and shall purchase insurance upon unit owner's personal property and such insurance, where applicable, shall contain waiver of subrogation, if available.

M. Waiver of Subrogation -- If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests. Each unit owner and the Association hereby agrees to waive any claim against each other and against other unit owners for loss

LEOPOLD, KOHN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

or damage for which insurance hereunder is carried, to the extent that the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

XX. EMINENT DOMAIN OR CONDEMNATION PROCEEDINGS

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association for the use and benefit of unit owners and their mortgagees as their interests may appear, in accordance with the percentage of ownership of the common elements herein provided. Each unit owner, by acceptance of a deed of conveyance, acknowledges that the Association may act, as attorney-in-fact, for each unit owner in any such eminent domain or condemnation proceeding and in negotiations, settlements and agreements with the appropriate governmental condemning authority. The Association shall give prompt written notice to each unit owner and to each holder of a mortgage of record of any such eminent domain or condemnation proceeding, and shall take no action in any such proceedings that will disturb any mortgagee's lien priority.

XXI. RULES AND REGULATIONS

A. As to the Common Elements – The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post at a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Units – The Board of Directors may, by a 66-2/3% vote, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Unit(s) provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted at a conspicuous place on the Condominium Property.

C. Rules and Regulations – All rules and regulations adopted by the Board of Directors shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants and lessees. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 66-2/3% vote or consent of the Board of Directors; however, no vote of the membership shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Declaration of Condominium or of the By-Laws, unless such change, amendment or adoption of a rule and regulation would conflict, in any manner, with any provision of this Declaration and/or the By-Laws. The rules and regulations in effect as of the date of this Declaration are attached hereto as Exhibit "F".

XXII. MAINTENANCE CONTRACTS

If there shall become available to the Association a contract service for pest control and/or for appliance maintenance and/or for air-conditioning compressor maintenance and/or for any other services which may be the subject of a maintenance contract, which the Association determines is for the benefit of the unit owners to consider, then, upon resolution of the members of the Association, by a majority of the votes of those members voting at a special meeting of the members of the Association at which a quorum is present or by a majority of the total votes of the members of the Association, in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings of the Association shall be a common expense. If, on the other hand, the members of the Association determine that the program may be undertaken by the Association for the benefit of only those unit owners who elect

LEOPOLD, KORN & LEOPOLD, P.A.
20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3244

07/27/97

21198PG3245

REF ID: A66666

to be included in the program, then the Association may undertake the program without consent of the members of the Association being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association; but the Association may arrange for the collection of the contract costs from the individual unit owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing to be included, such written undertakings as the Association shall deem proper, to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

XXIII. MANAGEMENT AGREEMENTS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall, at all times, retain the powers and duties to be exercised by or under the authority of the Board of Directors.

B. The Association and each unit owner, and their respective heirs, successors and assigns, shall be bound by any such management agreement to the same extent as if he or she or it had executed any such management agreement and shall be deemed to have:

1. Consented to the execution of any such management agreement by the Association;
and
2. Covenanted and promised to perform each and every one of the covenants, promises and undertakings to be performed by unit owners and the Association as provided in any such management agreement; and
3. Ratified, confirmed and approved each and every provision of any such management agreement and acknowledged that all of the terms and provisions contained therein are fair and reasonable; and
4. Agreed that the persons acting as Directors and Officers of the Association entering into any such management agreement have not breached any of their duties or obligations to the Association.

XXIV. TERMINATION OF CONDOMINIUM

The Condominium may be terminated in the following manner:

A. **Destruction** -- If it is determined in the manner provided in Article XIX that the Condominium Property shall not be constructed, the Condominium will be terminated.

B. **Agreement** -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all unit owners and all record owners of mortgages encumbering Units.

If the proposed termination is submitted to a special meeting of the members of the Association and if the approval of the members holding not less than 75% of the total votes of the Association and their mortgagees is obtained, in writing, then not later than sixty (60) days from the date of such special meeting, the approving unit owners (through the Association) shall have an option to buy all of the Units of the disapproving unit owners for the period of 120 days from the date of such special meeting. The vote of those unit owners approving the termination shall be irrevocable until the expiration of the option. Any unit owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be exercised upon the following terms:

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

21198PG3246

VP REC. 31

1. Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the President or Vice President of the Association, to each of the unit owners. The agreement shall be conditioned upon the purchase of all Units owned by unit owners not approving the termination.

2. Price -- The sales price for each Unit shall be the fair market value as determined between the Seller and the Association. In the absence of agreement on the sales price of any Unit, the sales price shall be determined by an appraiser appointed by the Chairman of the Miami-Dade County Board of Realtors (or its equivalent). A judgment of specific performance of the sale, at the sales price determined by the appraiser, may be entered in any court of competent jurisdiction.

3. Payment -- The purchase price shall be paid in cash.

4. Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Miami-Dade County, Florida.

5. The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Unit to be purchased.

C. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President (or Vice-President) and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Miami-Dade County, Florida.

D. Shares of Owners After Termination -- After termination of the Condominium, the unit owners shall own the Condominium Property and all assets of the Association applicable to this Condominium as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the common elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%.

XXV. ASSIGNABILITY OF RIGHTS OF DEVELOPER

The rights and privileges reserved in this Declaration of Condominium and in the Exhibits attached hereto in favor of the Developer are freely assignable, in whole or in part and without the necessity for any consideration being paid to the Association or to any of the other unit owners in this Condominium, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or may be exercised by the successor or successors-in-interest of the Developer and/or by the successor or successors-in-interest of the nominees, assignees or designees of the Developer and/or by grantees from the Developer (including mortgagees accepting deeds from the Developer in lieu of foreclosure) and/or by successors in title to the Developer through mortgage foreclosure.

XXVI. EXECUTION OF DOCUMENTS REQUIRED BY THE TOWN OF BAY HARBOR ISLANDS AND/OR BY THE COUNTY OF MIAMI-DADE AND/OR BY THE STATE OF FLORIDA

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by the Town of Bay Harbor Islands and/or by the County of Miami-Dade and/or by the State of Florida including, but not limited to, easements and restrictive covenants affecting the Condominium Property. To the extent that said documents require the joinder of any or all of the unit owners in this Condominium, each of said unit owners does hereby irrevocably give and grant to the

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

l:\work\CONDO\SoStarDec.wpd

21198PG3247

OFFICE

Developer, or any of its officers, individually, full power-of-attorney to execute said documents as such unit owner's agent and in his place and stead. The Association and each unit owner in this Condominium, by acceptance of the deed of conveyance transferring title to his Unit, shall be deemed to have assumed each and every one of the obligations of the Developer affecting the maintenance of the Condominium Property, if any, arising by virtue of the execution of documents required by the Town of Bay Harbor Islands and/or by the County of Miami-Dade and/or by the State of Florida.

XXVII. DEVELOPER'S RIGHT TO AMEND DECLARATION OF CONDOMINIUM

Developer shall have the right to amend the Declaration of Condominium, with the approval of the vote of members holding not less than 51% of the total votes of the Association to:

- A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.
- B. Change the layout or number of rooms in any Developer-owned Units.
- C. Change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one or more Units, or otherwise.
- D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the common elements, their appurtenant shares of ownership of the common surplus and their appurtenant shares of the common expenses; provided, however, that the percentage interest in the common elements allocated to each Unit (other than Developer-owned Units) shall not be changed by reason thereof unless the owners of such Units, and all record owners of mortgages or other liens thereon, shall consent thereto and provided further, that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

XXVIII. PETS

No pets or animals weighing in excess of forty (40) pounds or any type of exotic pet or exotic animal shall be kept or harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association. Such consent may be given upon such conditions as the Board of Directors may direct, in the sole discretion of the Board of Directors, shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. In addition, not more than one (1) pet may be kept or harbored within a Unit. Pets must be hand carried at all times when not within the Unit of the pet's owner. No pet or animal shall be maintained or harbored within a Unit that would create a nuisance to any other unit owner or lessee. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit creates a nuisance or is exotic shall be binding and conclusive on all parties.

XXIX. CONDOMINIUM WORKING CAPITAL FUND

At the time the Developer closes upon the sale of a Unit to a purchaser (purchaser thereby becoming a unit owner in the Condominium), the purchaser shall deposit with the Association an amount equal to two (2) monthly installments of the common expenses assessed to the purchaser's Unit. This sum shall be deposited into a working capital account ("Condominium Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits and advance premiums for insurance policies and coverages pursuant to this Declaration and the Exhibits attached hereto. The Condominium Working Capital Fund shall not be commingled by the Association with any of its other funds. In no event shall the Developer receive reimbursement, from the

LEOPOLD, KORN & LEOPOLD, P.A.

20001 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

Condominium Working Capital Fund, for those expenses which it is obligated to pay pursuant to the provisions of Article XIV hereinabove and Section 718.116(9)(a) of the Act.

XXX. LEASING OF UNITS

The Board of Directors of the Association shall have the right to require that a substantially uniform form of lease be used with respect to the leasing of Units within the Condominium. No lease may be made for less than a three (3) month consecutive period without the prior written approval of the Board of Directors of the Association and no transient accommodations shall be provided.

Notwithstanding the foregoing, a unit owner may, from time to time, permit guests to occupy the unit owner's Unit, in the unit owner's absence and without consideration, for periods not exceeding thirty (30) days in any one (1) calendar year.

XXXI. REMEDIES

A. **Relief** -- Each unit owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to institute an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Association or, if appropriate, by one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each unit owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other unit owners and that such injury may be irreparable.

B. **Costs and Attorneys' Fees** -- In any proceeding arising because of an alleged default, act, failure to act, or violation by the unit owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the costs of the proceedings, including reasonable attorneys' fees. Further, in the event that proceedings are instituted by or against the Developer or against any affiliated entity of the Developer or against any individual connected with the Developer (including, but not limited to, the parent company of the Developer and/or any subsidiary of the Developer and/or any subsidiary of either of the general partners of the Developer and/or the initial directors of the Association) for any reason whatsoever, including but not limited to: (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Prospectus for this Condominium, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable or violates any State or Federal Law or regulation, then the prevailing party shall be entitled to recover all costs of the proceeding. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs including those not normally allowed in actions at law such as, but not limited to, copies of depositions and other documentation and exhibits, whether or not used at trial; travel expenses for consultants and/or witnesses for the purpose of testifying at trial or deposition; consultants fees; expert witness fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge in connection with his preparation for giving such testimony at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. **No Waiver** -- The failure of the Association, the Developer or unit owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or any rules and regulations adopted with respect to any portion of the Condominium Property, shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

\\work\CONDO\SoStaDec.wpd

21198PG3248

21198PG3249

MPJ:EL

D. Rights Cumulative -- All rights, remedies and privileges granted to the Association, the Developer and unit owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each unit owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

E. Venue -- Every unit owner and all persons claiming any interest in a Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Eleventh Circuit Court of the Judicial Circuit, in and for Miami-Dade County, Florida, or in the United States District Court, Southern District of Florida, as the same is now constituted or in any court in the future that may be the successor to the courts contemplated herein.

F. Appointment of Agent -- Should suit be instituted, each unit owner does hereby irrevocably appoint the Secretary of State of the State of Florida as unit owner's agent for the acceptance of service of process should, at the time of such service of process, any such person shall not be residing in the County of Miami-Dade, State of Florida. The provisions of this subparagraph shall not be applicable to the Developer.

XXXII. ADDITIONAL PROVISIONS

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Except as may be provided in Article XXVII herein, unless all Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the pro rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of common elements and common surplus of the Condominium; (2) partition or subdivide any Unit or the common elements of the Condominium; or (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and to the common elements of the Condominium.

D. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the common elements, common expenses and common surplus and voting rights in the Association.

E. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

F. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

I:\work\CONDO\SOStarDec.wpd

21198PG3250

ST. REC. B.

G. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association. In addition, upon written request, Institutional Mortgagees shall be entitled to receive written notification from the Association of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit encumbered by an Institutional Mortgage;
2. Any delinquency in the payment of assessments or charges owed by an owner of a Unit encumbered by an Institutional Mortgage, which remains uncured for a period of 60 days;
3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

H. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the common elements and Institutional Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the common elements and Institutional Mortgagee(s) making such payment shall be entitled to receive immediate reimbursement therefor from the Association, and to the extent of the monies so advanced, said Institutional Mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Units for the payment of such item of common expense.

I. No provision of this Declaration shall be deemed to give any unit owner, or any other party, priority over any rights of any Institutional Mortgagee under its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of any portion of the common elements or common property.

J. All taxes, assessments and charges which may become liens prior to the liens of Institutional Mortgagees under local law shall relate only to the individual Units and not to the Condominium Property as a whole.

K. Upon written request from the Department of Housing and Urban Development or from the Federal National Mortgage Administration or from the Federal Home Loan Mortgage Corporation or from the Veterans Administration, the Association shall prepare and furnish within a reasonable period of time, an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

L. Neither the Association nor the unit owners shall interfere with the sale of Units by the Developer. As long as the Developer owns at least one (1) Unit in the Condominium, the Developer (or its duly authorized agents or assigns) may make such use of the unsold Unit(s) and the common elements (including any portions of the common elements designated as offices on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B") as may facilitate the Developer's administrative activities (which administrative activities may include, but shall not be limited to, administration of the Association, book-keeping, post closing repair work and Developer sales, leasing and closing functions) and sales (with respect to units within this Condominium and/or with respect to the sale and/or lease of units in other developments owned by the Developer and/or by entities affiliated with the Developer) including, but not limited to, the 954-839-1115 maintenance of administrative offices and the maintenance of sales and/or leasing offices, for the showing of the Unit(s) and for the display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as model units. Any administrative offices and/or sales and leasing offices and/or model units and all personal property, furnishings and signs contained therein and/or appurtenant thereto shall not be considered common elements, but shall remain the separate property of the Developer.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Discayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

\\work\CONDO\SoSta\Dec.wpd

21198PG3251

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 23rd day of April, 2003.

Signed, Sealed and Delivered
In the presence of:

[Signature]
Print Name: Gary A Korn
[Signature]
Print Name: I Navarro

ATLANTIC STAR APARTMENTS L.C., a Florida
limited liability company

By: [Signature]
GABRIELLA HALE, Manager

Address: 18305 Biscayne Boulevard, Suite #402
Aventura, Florida 33181

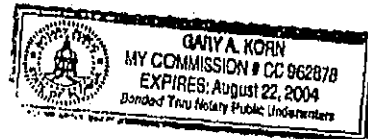
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, by GABRIELLA HALE, as Manager of ATLANTIC STAR APARTMENTS L.C., a Florida limited liability company, who is personally known to me.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Print Name: _____



LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

1145 1167 100 STREET - CONDOMINIUM

1145 100 STREET, BAY HARBOR ISLANDS, FLORIDA 33154

INDEX OF DRAWINGS

A-0.00	COVER SHEET
A-0.00	PROJECT INFO
A-0.00	SURVEY
A-0.01	CONTEXT ELEVATIONS & PHOTOS
A-0.02	FRONT VIEW RENDERING
A-0.03	AERIAL RENDERING
A-1.01	SITE PLAN - LEVEL 1 FLOOR PLAN
A-1.02	LEVEL 2 FLOOR PLAN
A-1.03	LEVEL 3 FLOOR PLAN
A-1.04	LEVEL 4 FLOOR PLAN
A-1.05	LEVEL 5 FLOOR PLAN
A-1.06	LEVEL 6 FLOOR PLAN
A-1.07	ROOF PLAN
A-1.08	UPPER ROOF PLAN
A-2.01	LANDSCAPED SOUTH ELEVATION
A-2.01A	SOUTH ELEVATION
A-2.02	LANDSCAPED EAST ELEVATION
A-2.02A	EAST ELEVATION
A-2.03	LANDSCAPED NORTH ELEVATION
A-2.03A	NORTH ELEVATION
A-2.04	LANDSCAPED WEST ELEVATION
A-2.04A	WEST ELEVATION
A-3.01	SECTION
L-1	LEVEL 1 PLANTING PLAN
L-1.1	PLANTING TABULATION
L-2	LEVEL 2 PLANTING PLAN
L-3	LEVEL 3 PLANTING PLAN
L-4	LEVEL 4 PLANTING PLAN
L-5	LEVEL 5 PLANTING PLAN
L-6	LEVEL 6 PLANTING PLAN
L-7	ROOF PLANTING PLAN
L-8	PLANTING DETAILS
LD-1	SITE TREE DISPOSITION PLAN
C-1	PAVING, GRADING & DRAINAGE
C-2	WATER & SEWER PLAN
C-3	PAVEMENT MARKING & SIGNAGE PLAN
C-4	SECTIONS & DETAILS
E-1.01	SITE PHOTOMETRIC PLAN



ARCHITECT:
FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-CDD1494
MARKUS A. FRANKEL, LICENSE NO. AR0007143
IFRAT BENAYOUN FISMAN, LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120, BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
6800 SW 81 STREET
Miami, Florida 33143
PH: (305) 665.9688

P&Z SUBMITTAL

OWNER / DEVELOPER:
100 STREET DEVELOPMENT, LLC
7657 NW 50 STREET
MIAMI, Florida 33166
T: 305-592-2526

CIVIL ENGINEER:
HOLLAND ENGINEERING
111 South 21 Avenue
Hollywood, Florida 33020
PH: (954) 367.0371
FAX: (305) 367.0372



NOV 04 2015

OCTOBER 14, 2015

A-0.00



10	9	8	7	6	5
11	12	13	14	15	16

100th STREET

TREE CHART

No.	NAME	DIAMETER	SPAN	HEIGHT
1	AVOCADO TREE	2'	24'	30'
2	PALM CHRIST	0.4'	7'	30'
3	PALM CHRIST	0.4'	7'	30'
4	PALM CHRIST	0.4'	7'	30'
5	FLH	1'	15'	15'
6	FLH	1.5'	15'	15'
7	UMBRELLA TREE	1.2'	15'	30'
8	FLH	1'	15'	15'
9	UMBRELLA TREE	1.5'	15'	25'
10	PALMETTO PALM	1'	10'	15'
11	MANGO TREE	1.5'	10'	12'
12	MANGO TREE	2'	42'	30'
13	UMBRELLA TREE	2.5'	20'	25'
14	PALMETTO PALM	1'	10'	25'
15	PALMETTO PALM	1'	10'	15'
16	PALMETTO PALM	1'	10'	15'
17	PALMETTO PALM	1'	10'	15'
18	CUBA	2'	10'	20'
19	PALM	1'	10'	15'
20	PALM	0.7'	7'	20'
21	PALM	0.7'	7'	20'

Property Address: 1145-1167 100th St., Bay Harbor Islands, FL. 33154.

Legal Description: Lots 13, 14, and 15, Block 7, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

ABBREVIATIONS:

ABBREVIATIONS:
 SWK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE,
 F=FOUND, A/C=AIR CONDITIONER PAD, P/C=PROPERTY CORNER, D/H=DRILLED HOLE, WF=WOODEN FENCE, RES=RESIDENCE, CL=CLEAR, RB=REBAR,
 UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, CL=CENTER LINE, O=DIAMETER, TYP=TYPICAL,
 M=MEASURED, R=RECORDED, ENCR=ENCROACHMENT, COMP=COMPUTER, ASH=ASPHALT, N/D=NAIL & DISC, S=SET, FEE=FINISH FLOOR ELEVATION,
 O/S=OFFSET, P/P=POWER POLE, OHP=OVERHEAD POWERLINE, VM=VALUETERMETER

ELEVATION BASED ON LOC. # 2225 W
CBM# R-243 ELV. 6.59' 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

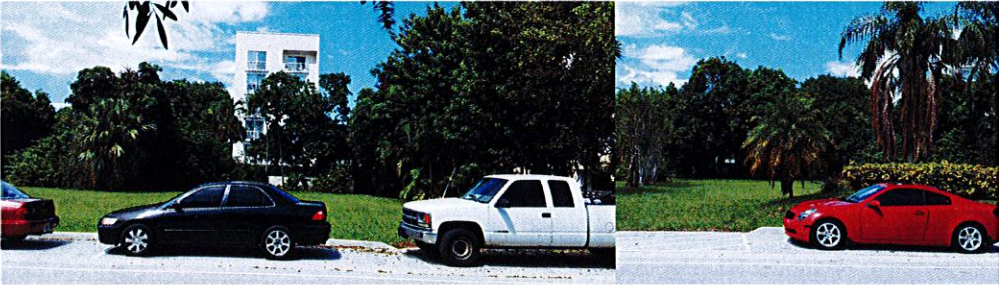
MIAMI BEACH, FL 33141

(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE		SUFFIX: L	DATE: 9/11/09	BASE: 8'
PANEL: 0144		COMMUNITY # 120637		
DATE: 6/16/15	SCALE: 1" = 20'	DWN BY: F. Blanco	JOB No. 15-558	



ADJACENT WEST NEIGHBOR



SUBJECT SITE



ADJACENT EAST NEIGHBOR

EXISTING PROPERTIES



CONTEXT ELEVATION

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AP-0001143
FRANK BENAYOUN FISHMAN
LICENSE NO. AP-0001233
1177 W. WIDE OCEAN DRIVE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-5555 FAX: (305) 868-5555
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33156
T. 305.592.2506

DATE: 08/15/2015
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(354) 967-0371 / (354) 967-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
3400 S.W. 41 STREET MIAMI, FL 33135
PHONE: 305.665.8000 FAX: 305.665.8000

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

CONTRACT TITLE
CONTEXT
PHOTOS
SCALE DATE OCTOBER 14, 2015
SHEET NUMBER
A-0.01



FRONT RENDERING

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

DAE ENG.

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 - (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1111 N. W. 11 STREET MIAMI FL 33136
TEL: (305) 442-0000 FAX: (305) 442-0001

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

FRONT RENDERING

SCALE

DATE

OCTOBER 14, 2015

SHEET NUMBER

A-0.02



AERIAL RENDERING

FRANKEL BENAYOUN
ARCHITECTS INC
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 3055922526

OA, ENG
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 . (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
14111 E 41 STREET MIAMI FL 33154
305.430.0400 FAX 305.430.0401

STRUCTURAL ENG

MEP ENG

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO	REVISION	DATE	BY

DRAWING TITLE
AERIAL RENDERING

SCALE DATE
OCTOBER 14, 2015

SHEET NUMBER
A-0.03





FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. 44-0001494
MARIUS A. FRANKEL
LICENSE NO. 44000143
FRANK BENAYOUN, FISHMAN
LICENSE NO. 440017273
1177 PINE CONCOURSE, SUITE 1120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3650 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33156
T. 305.592.2526

CIVIL ENGR.
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLWOOD BOULEVARD
HOLLWOOD, FL 33021
(954) 367-3371 (954) 367-0372 FAX
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHT.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY, A.S.L.A.
1400 NW 11 STREET MIAMI, FL 33136
TEL: 305-664-1000 FAX: 305-664-1001

STRUCTURAL ENGR.

MEP ENGR.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 2 FLOOR PLAN
SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
A-102

 **LEVEL 2 FLOOR PLAN [15,673 GSF]**
SCALE: 3/32" = 1'-0"



FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. 44-0001434
MARIUS A. FRANKEL
LICENSE NO. 480007143
FRANK BENAYOUN
LICENSE NO. 480017273
1117 KATIE CONCORSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 968.3665 FAX: (305) 968.3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

100 ST DEVELOPMENT LLC
7857 NW 50 STREET
MIAMI, FLORIDA 33156
T. 305.592.2526

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 967-3371 (954) 967-3372 FAX
SUSAN C. HOLLAND, PE
Reg. no. 41831

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1400 N. W. STREET MIAMI, FL. 33135
PHONE: 305-461-8000 FAX: 305-461-8001

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

LEVEL 3 FLOOR PLAN
SCALE: 3/32" = 1'-0"
DATE: OCTOBER 14, 2015
SHEET NUMBER: **A-1.03**

 **LEVEL 3 FLOOR PLAN [14,835 GSF]**
SCALE 3/32" = 1'-0"



FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001424
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KATE CONCORSE, SUITE 1120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 3665 FAX: (305) 868 3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

100 ST DEVELOPMENT LLC
7857 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 967-0371 (954) 967-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4001 W. 41 STREET MIAMI, FL 33146
PHONE: 305-465-8000 FAX: 305-465-8025

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

NO.	REVISION	DATE	BY

LEVEL 4 FLOOR PLAN
SCALE: 3/32" = 1'-0"
DATE: OCTOBER 14, 2015
SHEET NUMBER
A-104

LEVEL 4 FLOOR PLAN [14,460 GSF]
SCALE: 3/32" = 1'-0"



LEVEL 5 FLOOR PLAN [13,574 GSF]
SCALE: 3/32" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001424
MARVIN A. FRANKEL
LICENSE NO. AR0007145
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0011273

1177 KANE CONDOURSE, SUITE 1100
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-5555 FAX: (305) 868-5650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33156

T: 305.592.2536

DATE: 08/14/2015

HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 987-3371 / (954) 987-0372 FAX
SUSAN C. HOLLAND, PE
Reg. no. 41831

DATE: 08/14/2015

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4800 N. W. 41 STREET MIAMI, FL 33149
PHONE: 305-666-0000 FAX: 305-666-0000

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

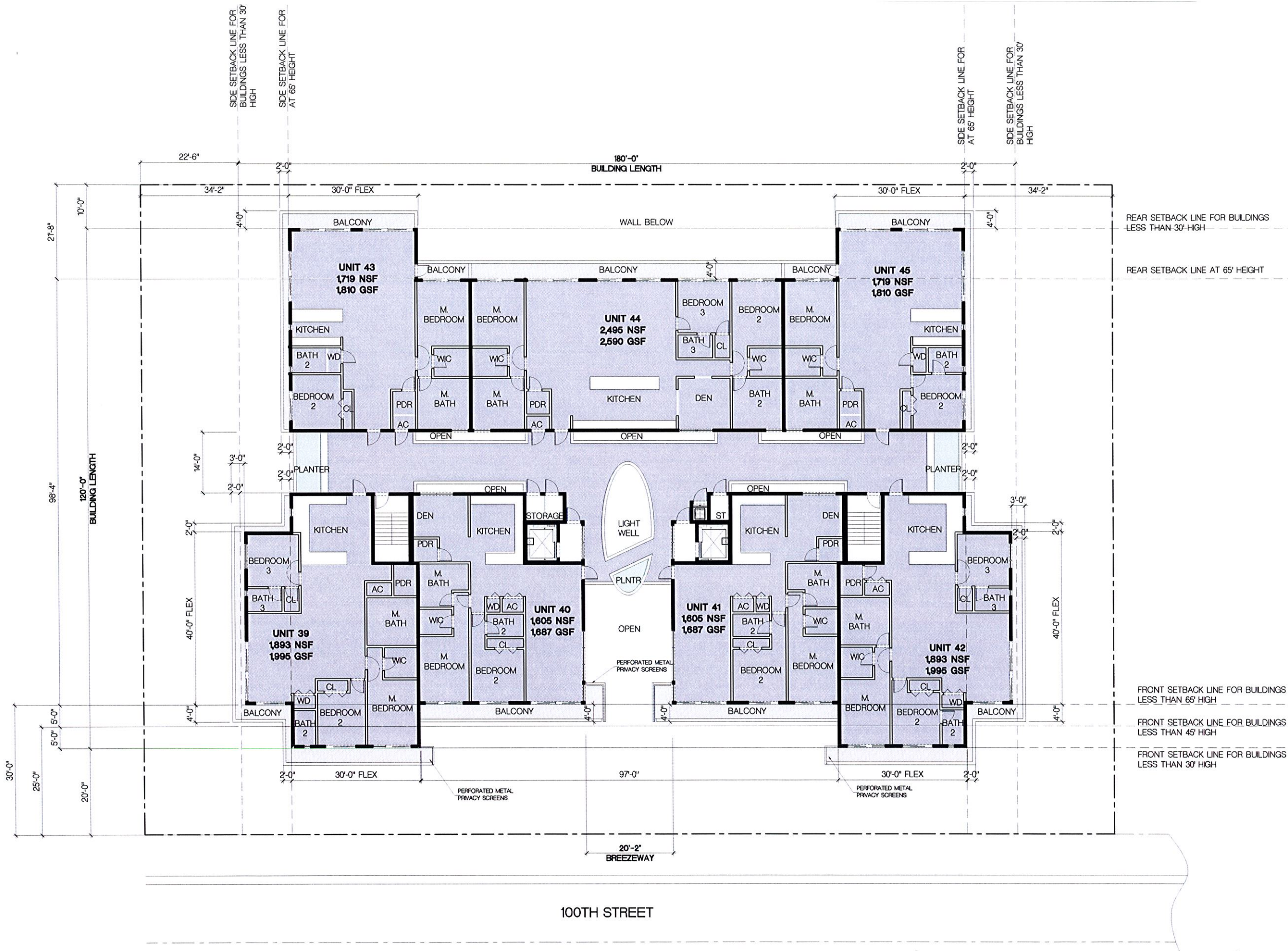
NO.	REVISION	DATE	BY

DRAWING TITLE

LEVEL 5 FLOOR PLAN

SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER

A-105



FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007145
FRANK BENAYOUN, FISHMILL
LICENSE NO. AR0017273
1177 KANE CONDOURSE, SUITE 1100
BAY HARBOR ISLANDS, FLORIDA 33184
PH: (305) 868-5655 FAX: (305) 868-5656
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC
7857 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENR

HOLLAND ENGINEERING INC.

civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH

GEOMANTIC
DESIGNS, INC.

LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4800 SW 11 STREET MIAMI, FL 33149
PHONE: 305-466-1000 FAX: 305-466-1001

STRUCTURAL ENR

MEP ENR

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

LEVEL 6
FLOOR PLAN

SCALE

3/32" = 1'-0"

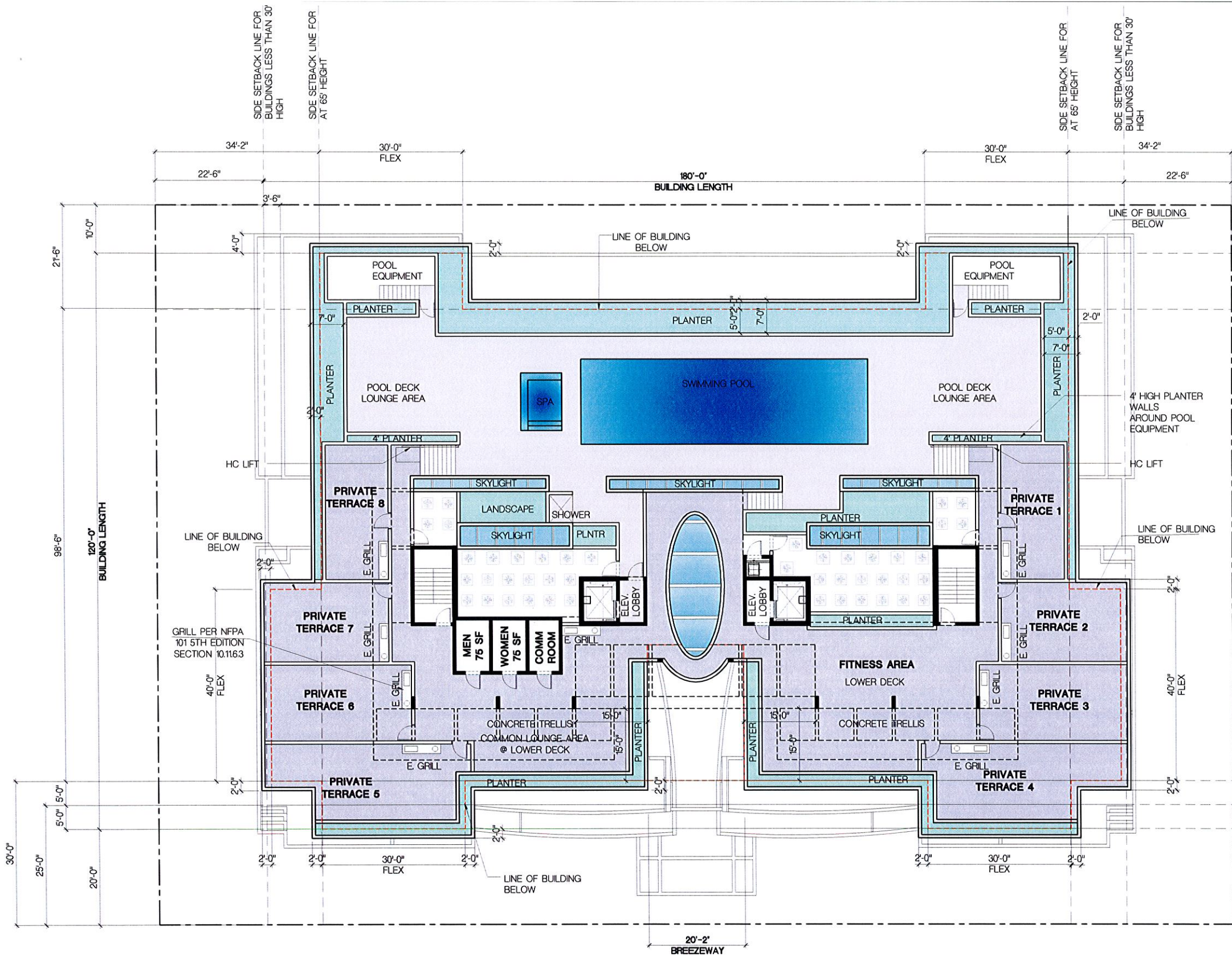
DATE

OCTOBER 14, 2015

SHEET NUMBER

A-1.06

 **LEVEL 6 FLOOR PLAN [13,74 GSF]**
SCALE: 3/32" = 1'-0"



POOL TOILET (2)	=	150 SF
TOTAL ROOF DECK AREA	=	10,300 SF
LANDSCAPE AREA REQUIRED	=	1,545 SF (15% OF DECK AREA)
LANDSCAPE AREA PROVIDED	=	2,445 SF (23.7%)



ROOF PLAN

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001434
MARKUS A. FRANKEL
LICENSE NO. AR0007143
THAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONDOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 368-1665 FAX: (305) 368-1665
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER: DEVELOPER
100 ST DEVELOPMENT LLC
7857 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENR
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1400 S.W. 11 STREET MIAMI, FL 33135
PHONE: 305-440-1000 FAX: 305-440-1001

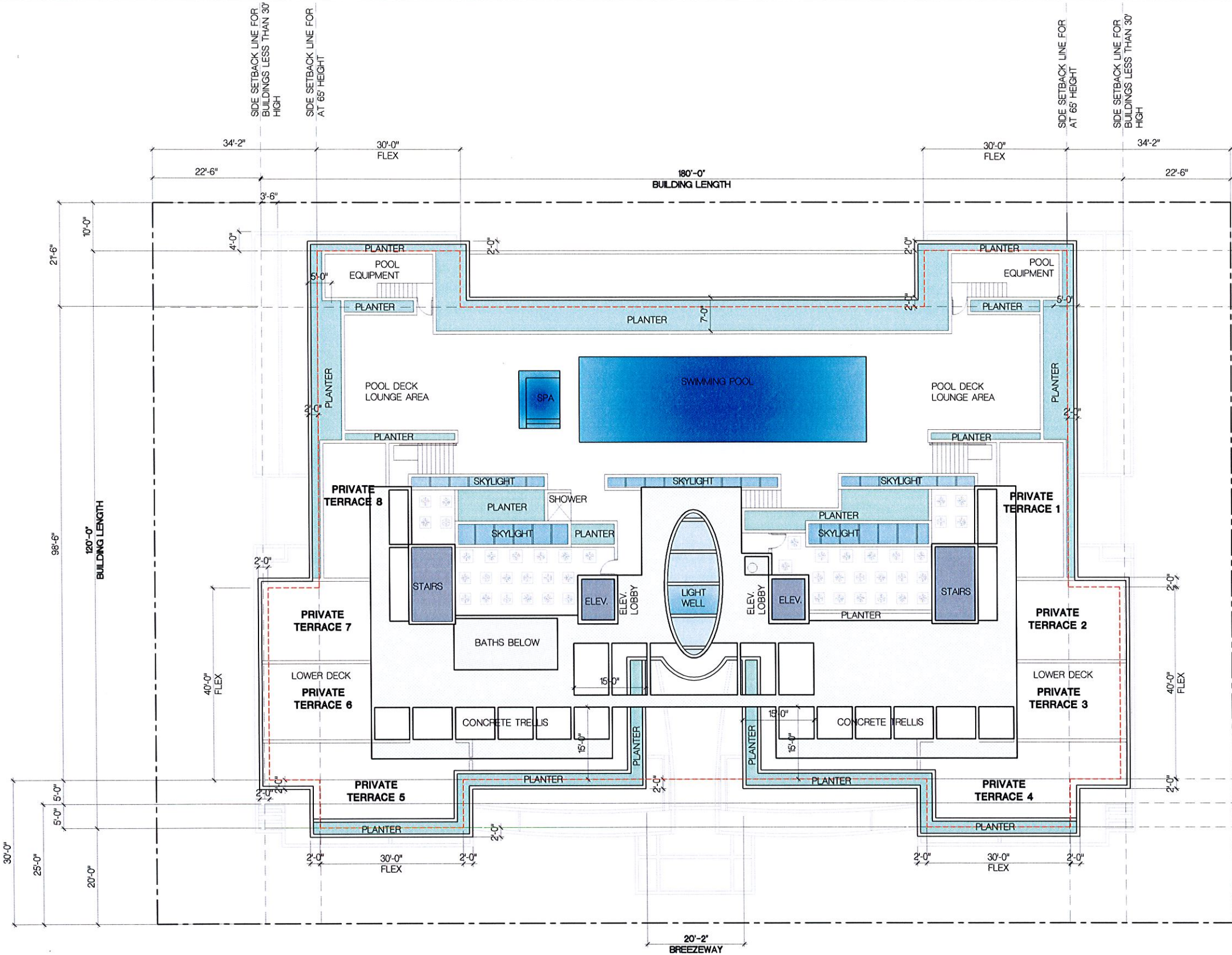
STRUCTURAL ENR

MEP ENR

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
DATE	BY

CRANFORD FILE
ROOF PLAN
SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
A-1.07



100TH STREET



UPPER ROOF PLAN

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

TOTAL ROOF DECK AREA = 10,300 SF
LANDSCAPE AREA REQUIRED = 1,545 SF [15% OF DECK AREA]
LANDSCAPE AREA PROVIDED = 2,445 SF [23.7%]

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001424
MARVIN A. FRANKEL
LICENSE NO. AR0007143
PAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KATIE CONDOURSE, SUITE 1120
BAY HARBOR ISLANDS, FLORIDA 33184
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER/DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T: 305.592.2526

CONSULTANT
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 / (954) 367-0372 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
4800 NW 44 STREET MIAMI, FL 33149
PHONE: 305-455-8800 FAX: 305-455-8801

STRUCTURAL ENGINEER

MEP ENGINEER

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33184

SIGNATURE	DATE
NO.	REVISION
DATE	BY

DRAWING TITLE
UPPER ROOF PLAN
SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
A-1.08

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN, FLSM
LICENSE NO. AR0007213
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3663 FAX: (305) 868-3660
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC

7657 NW 50 STREET
MIAMI, FLORIDA 33156

T. 305.592.2526

DATE: 10/14/16
HOLLAND ENGINEERING INC.
civil engineers
3800 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(305) 357-0371 (305) 357-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECT
ROBERT FARLEY ASLA
4400 W. 11 STREET, MIAMI, FL 33141
TEL: 305.455.1011 FAX: 305.455.1011

STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

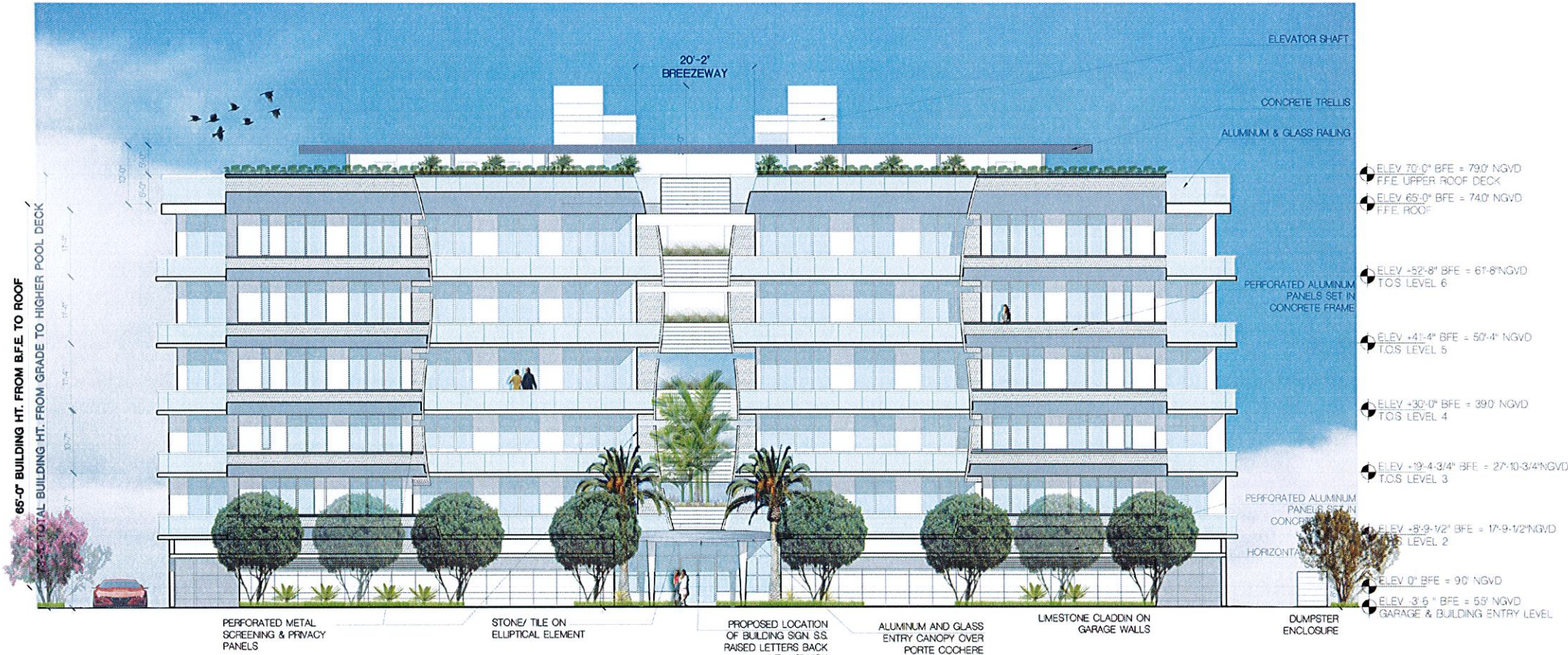
SIGNATURE DATE

NO. REVISION DATE BY

DRAWING TITLE

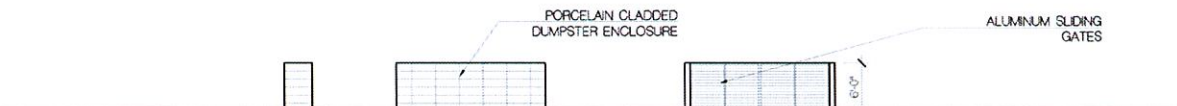
SOUTH ELEVATION
SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2016
SHEET NUMBER

A-2.01



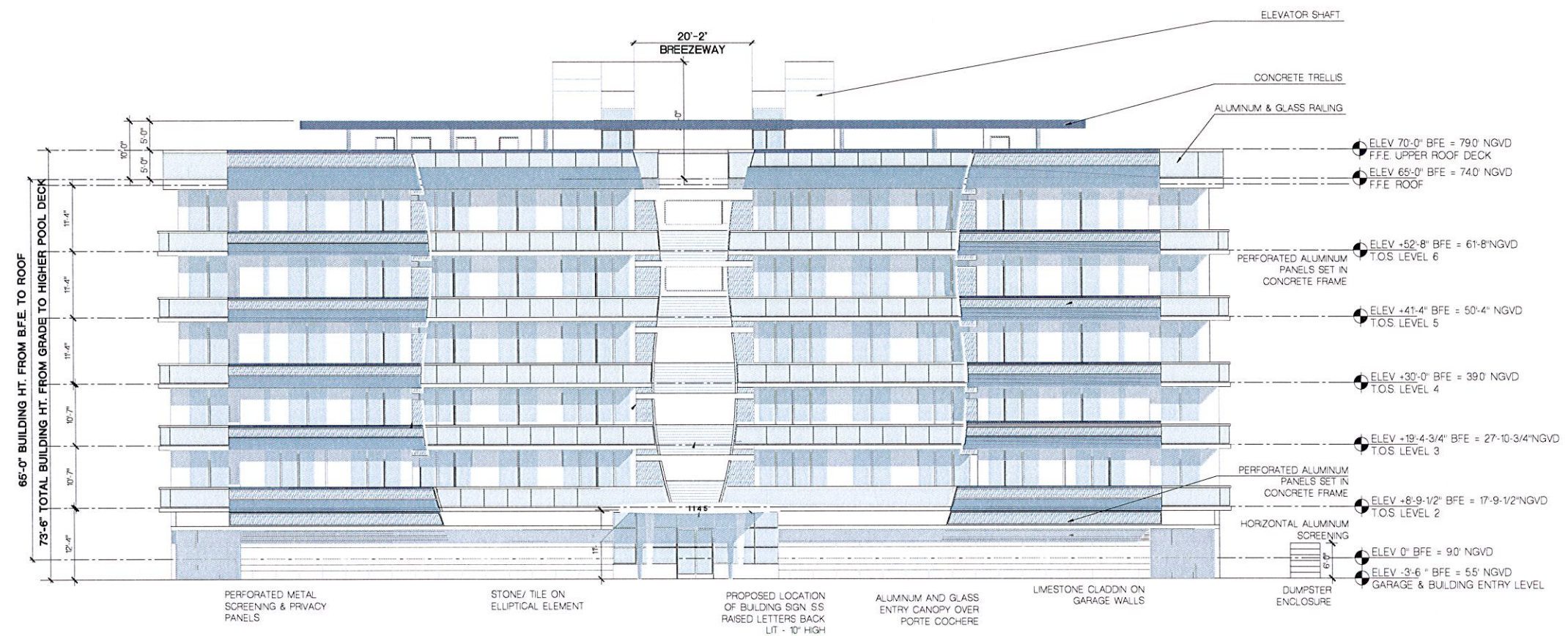
SOUTH ELEVATION

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



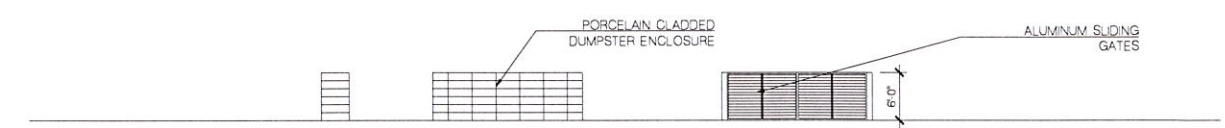
DUMPSTER ENCLOSURE

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



SOUTH ELEVATION

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



DUMPSTER ENCLOSURE

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

11177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 . (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

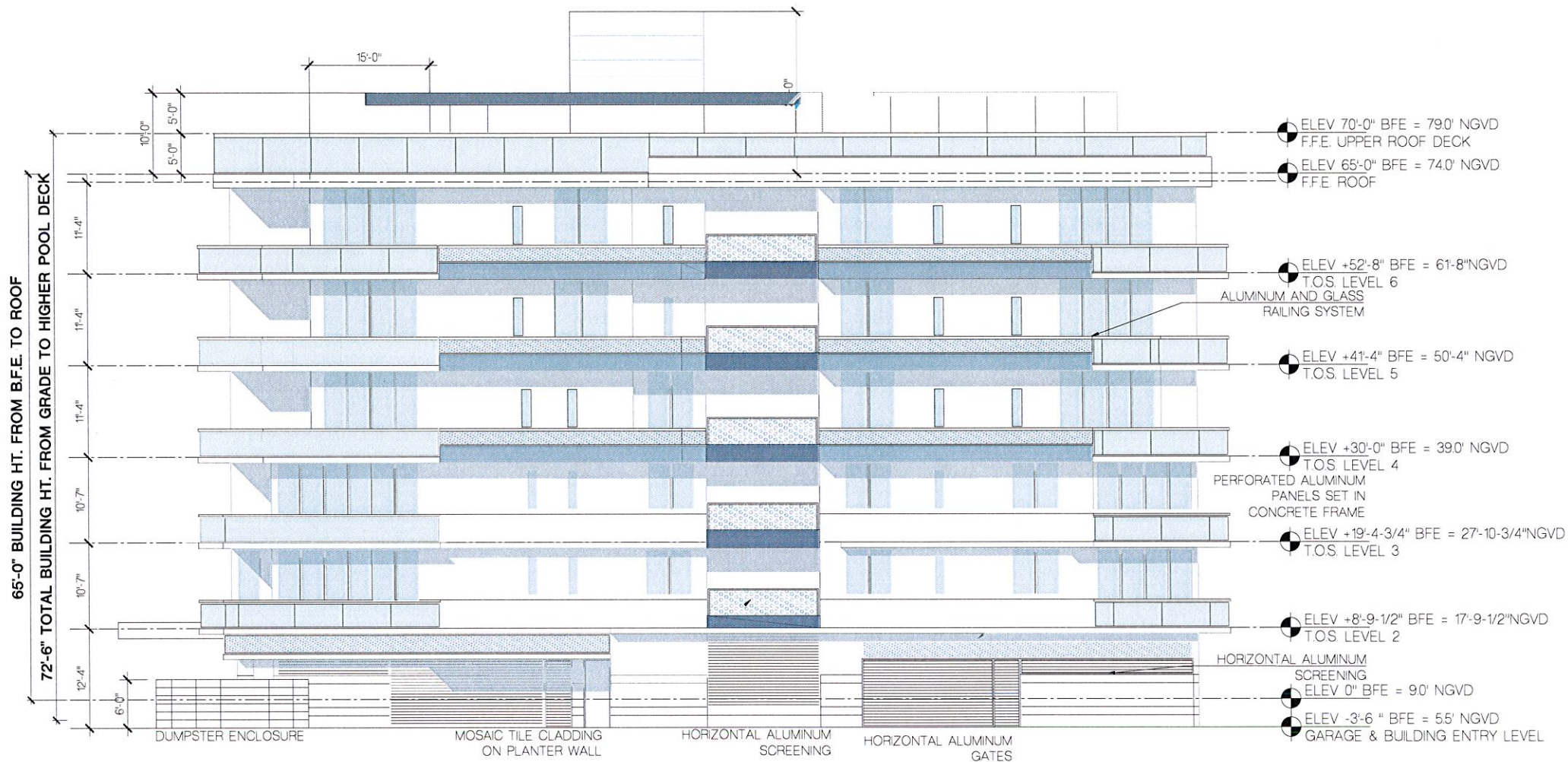
STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION
SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
A-2.01A



EAST ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN, FLSHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3665 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENG.
HOLLAND ENGINEERING INC.
Civil Engineers
3950 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0371 • (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY, A.S.L.A.
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

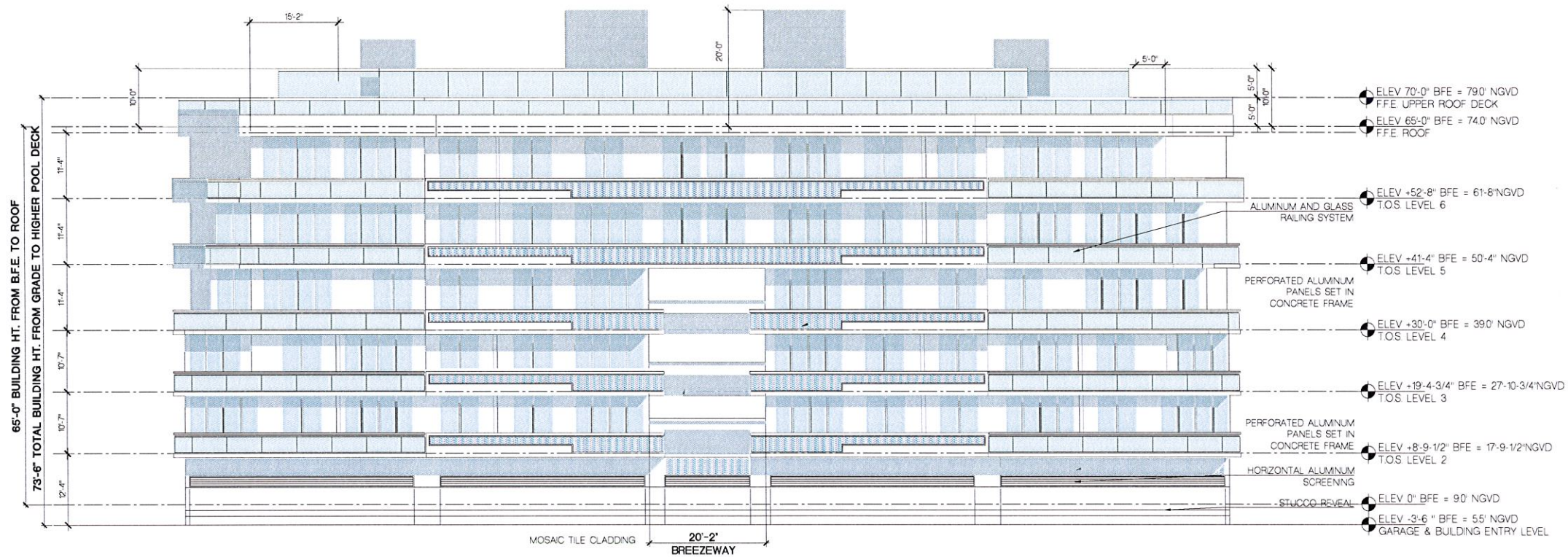
STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SIDE ELEVATION
SCALE: 1/8" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
A-2.02A



NORTH ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KALE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

DAE. ENG.
HOLLAND ENGINEERING INC.
CIVIL ENGINEERS
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
SUSAN C. HOLLAND, PE
DAE. ENG.

STRUCTURAL ENG.
DAE. ENG.

MEP ENG.
DAE. ENG.

DAE. ENG.

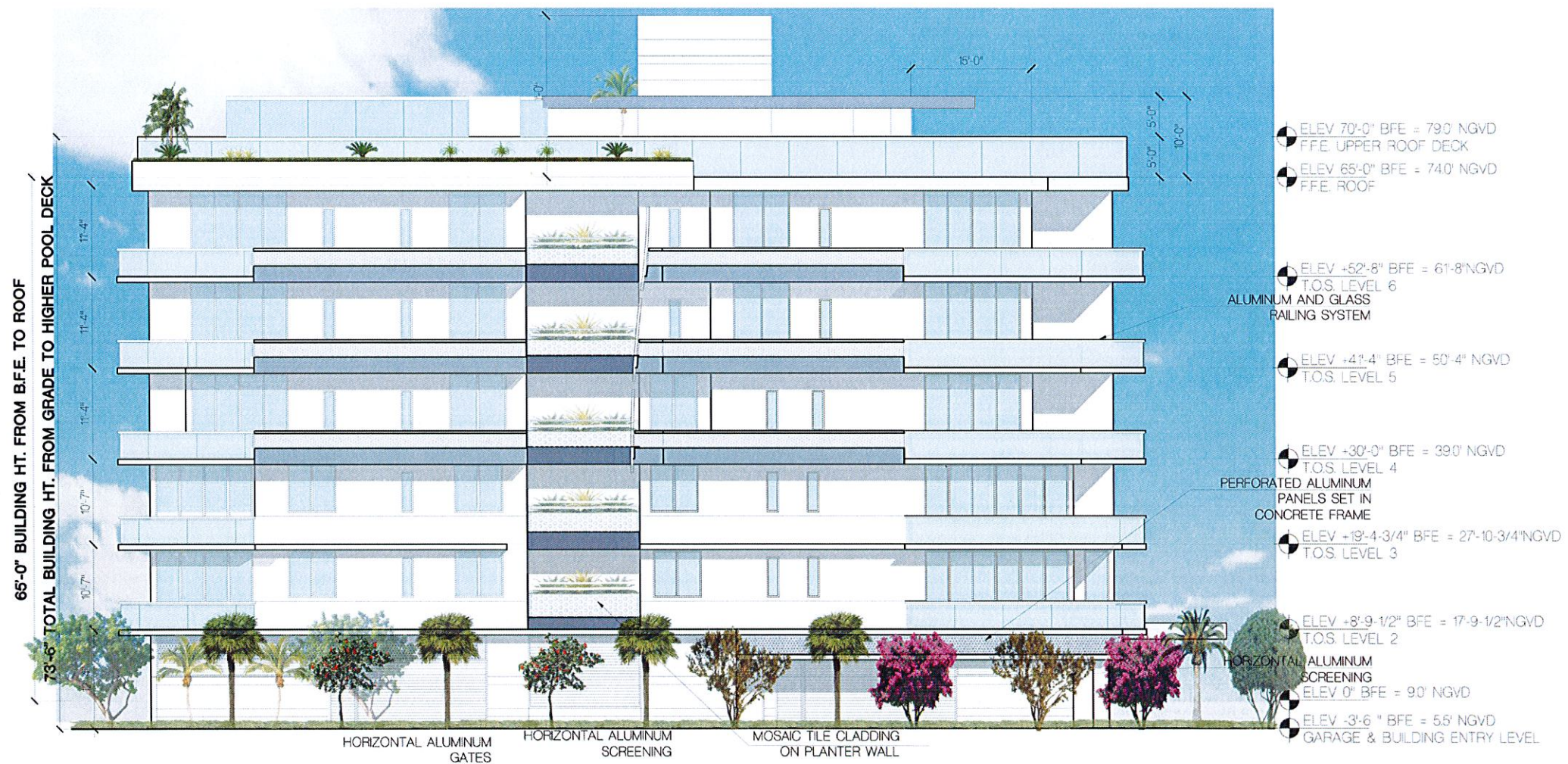
BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
NORTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: OCTOBER 14, 2015

SHEET NUMBER
A-2.03A



WEST ELEVATION

SCALE 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-001434
MARILIS A. FRANKEL
LICENSE NO. AR0007143
FRANKEL BENAYOUN PISIMAK
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888.3665 FAX: (305) 888.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.582.2526

DATE: 10/14/2015
HOLLAND ENGINEERING INC.
civil engineers
1500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 967-0375 / (954) 967-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSELEY A.S.L.A.
1000 N. E. STREET SUITE 1111
MIAMI, FLORIDA 33132

STRUCTURAL ENGINEER

MEP ENGINEER

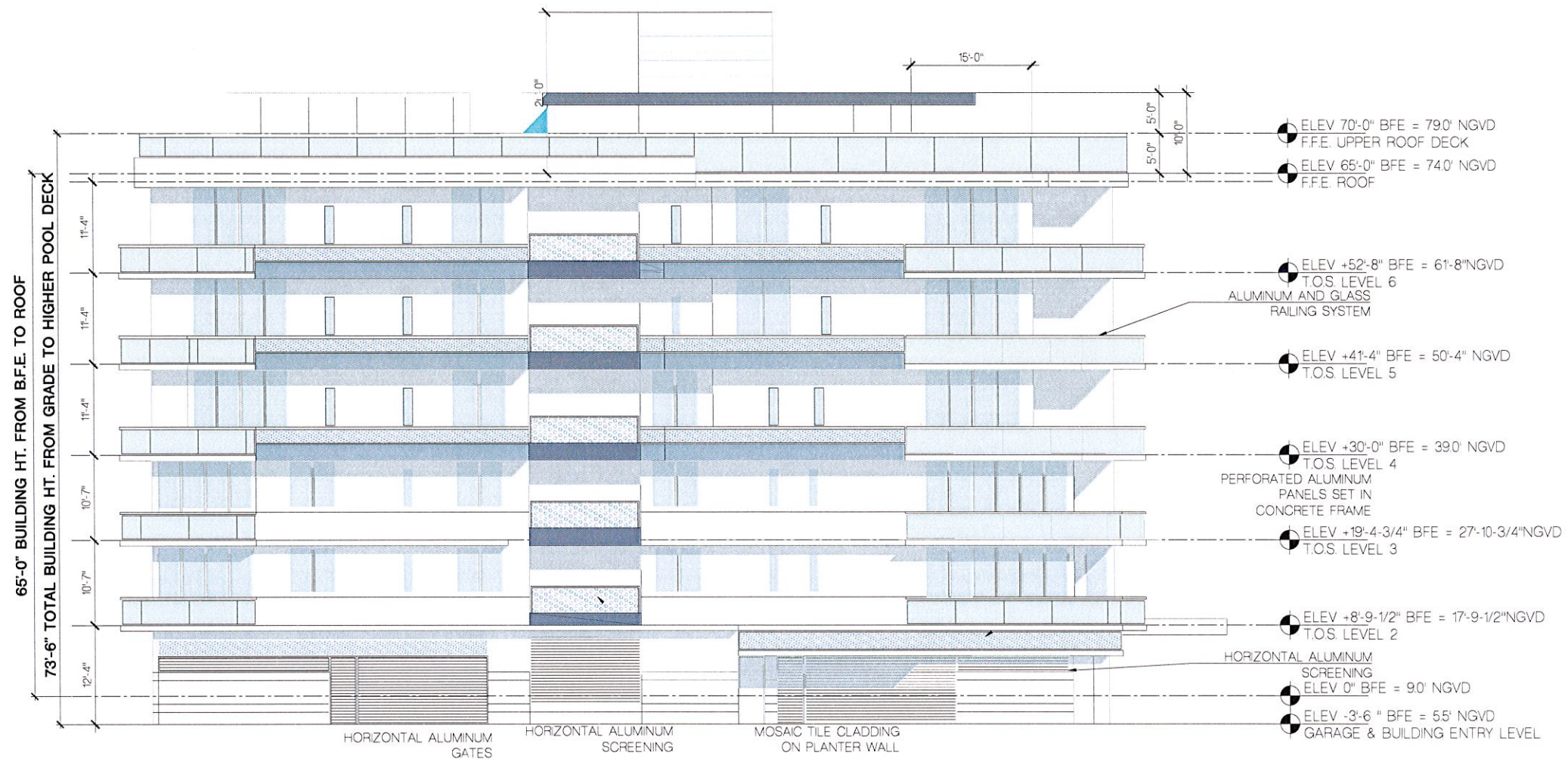
BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE

NO. REVISION DATE BY

DRAWING TITLE

SIDE ELEVATION
SCALE 1/8" = 1'-0" DATE OCTOBER 14, 2015
SHEET NUMBER
A-2.04



WEST ELEVATION

SCALE 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CHA. ENG.
HOLLAND ENGINEERING INC.
Civil Engineers
3500 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
15001 N. W. 11TH STREET, SUITE 101
MIAMI, FLORIDA 33154

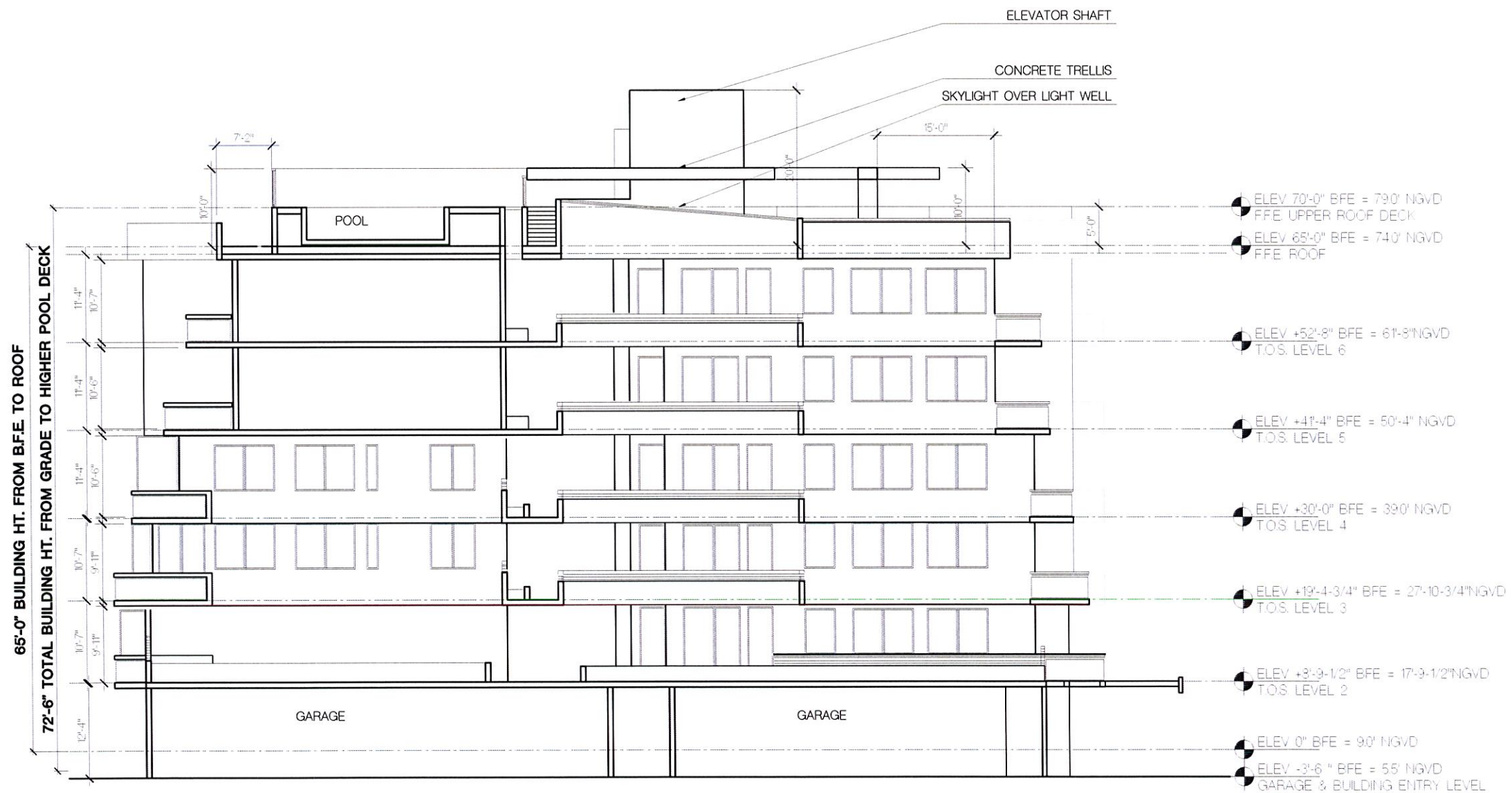
STRUCTURAL ENG.

MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SIDE ELEVATION
SCALE 1/8" = 1'-0"
DATE OCTOBER 14, 2015
SHEET NUMBER
A-2.04 A



SECTION

SCALE 3/32" = 1'-0"

FRANKEL BENAYOUN
ARCHITECTS INC.

LICENSE NO. 44-0001424

MARSH A. FRANKEL

LICENSE NO. 440007143

FRANK BENAYOUN FISHMAN

LICENSE NO. 440017273

1177 KANE CONDOURSE SUITE 1100

BAI HARBOR ISLANDS, FLORIDA 33184

PH: (305) 368-1665 FAX: (305) 368-3650

E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC

7857 NW 50 STREET

MIAMI, FLORIDA 33166

T. 305.592.3526

CIVIL ENR

HOLLAND ENGINEERING INC.

civil engineers

3900 HOLLAND BOULEVARD

HOLLYWOOD, FL - 33021

(954) 367-0371 - (954) 367-0372 FAX

SUSAN C. HOLLAND, PE

Reg. no. 41331

LANDSCAPE ARCH

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.

4001 NW 41 STREET MIAMI, FL 33141

PHONE: 305.465.4001 FAX: 305.465.4002

STRUCTURAL ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR

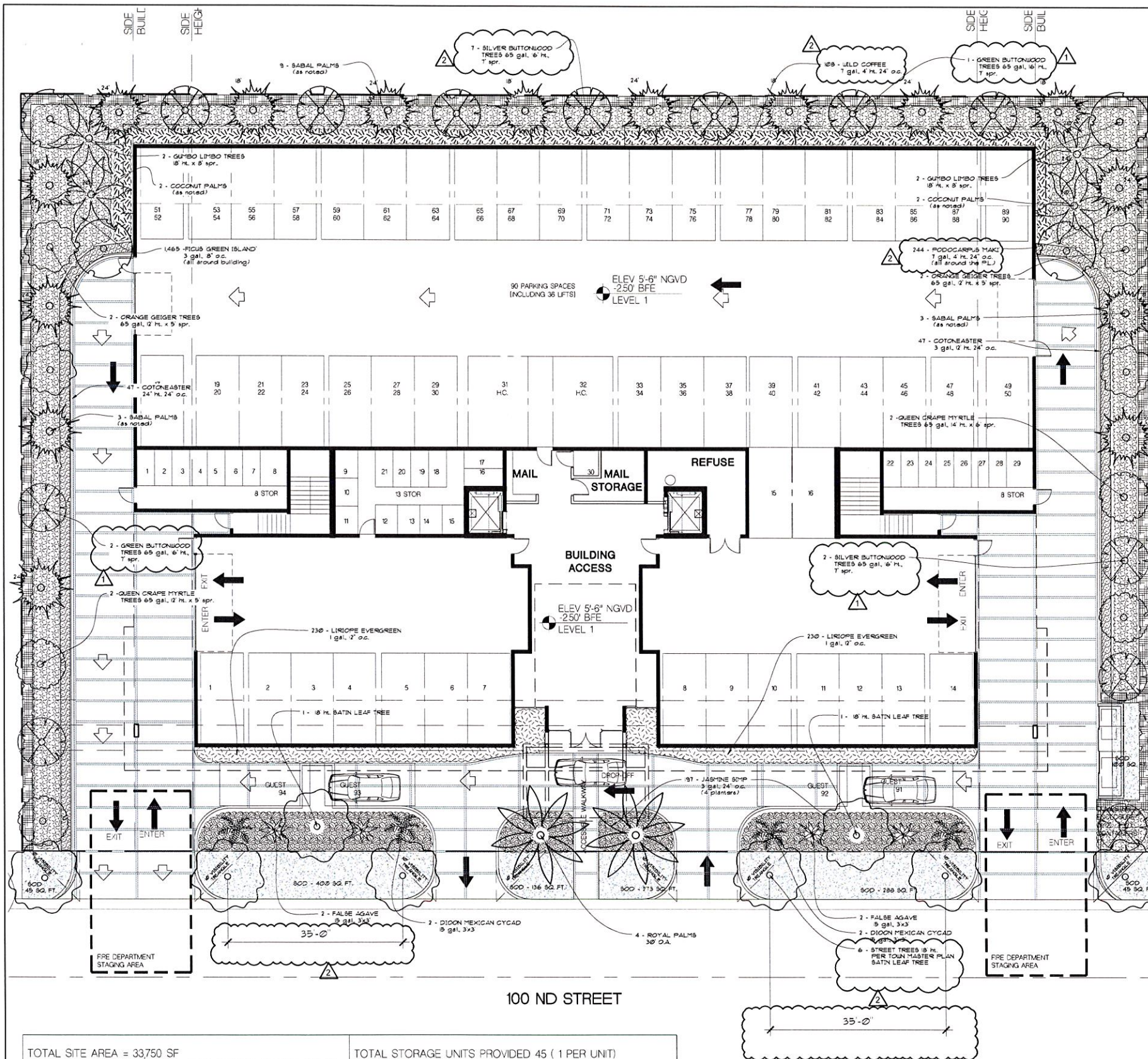
MEP ENR

MEP ENR

MEP ENR

MEP ENR

MEP ENR



TOTAL SITE AREA = 33750 SF
LANDSCAPE AREA REQUIRED = 6750 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED = 7356 SF (22%)

TOTAL STORAGE UNITS PROVIDED 45 (1 PER UNIT)
30 STORAGE UNITS ON LEVEL 1
3 STORAGE UNITS PER FLOOR X 5 = 15

MASTER PLANT LIST

QTY	COMMON NAME	NATIVE	BOTANICAL NAME	DROUGHT	SIZE / REMARKS
Trees and Palms					
5	Christmas palms		<i>Adonia memlii</i>		14' ht., 65 gal. (tpl.)
4	Coconut palms		<i>Cocos nucifera</i>	4	as noted
7	Silver Buttnwood	7	<i>Conocarpus erectus</i>	7	16' o.a. x 7' spr., 65 gal.
5	Green Buttnwood tree	5	<i>Conocarpus erectus</i>	5	16' o.a. x 7' spr., 65 gal.
4	Gumbo Limbo tree	4	<i>Bursera simaruba</i>		18' ht. x 8' spr. B&B
41	Lady palms		<i>Rhapis excelsa</i>		3 gal. 3' ht.
4	Montgomery palm		<i>Veitchia montgomeryana</i>		14' o.a. 65 gal. (tpl)
2	Montgomery palm		<i>Veitchia montgomeryana</i>		18' o.a. 65 gal. (tpl)
10	Ponytail palms		<i>Beaucarnea recurvata</i>		4' o.a., 15 gal.
4	Orange Geiger	4	<i>Cordia sebestena</i>	4	14' o.a., 6' spr., 65 gal.
4	Queen Crape Myrtle		<i>Lagerstroemia speciosa</i>		14' o.a., 6' spr., 65 gal.
2	Satin Leaf tree		<i>Chrysophyllum oliviforme</i>		18' ht. x 8' spr. B&B
6	STREET TREES		<i>Chrysophyllum oliviforme</i>		18' ht. x 8' spr. B&B
15	Sabal palms	15	<i>Sabal palmetto</i>	15	as noted
2	Royal Palms		<i>Roystonea regia</i>		30' o.a. B&B
115		35		35	
Shrubs and Groundcovers & Vines					
78	Agalomena 'Silver Bay'		<i>Agalomena</i>		3 gal., 24" o.c.
35	Asparagus		<i>Asparagus 'Foxtail'</i>		1 gal., 12" o.c.
524	Boston Fern	524	<i>Nephrolepis exaltata</i>		3 gal., 18" o.c.
157	Coontie	157	<i>Zamia pumila coontie</i>	157	3 gal., 24" o.c.
90	Sansevieria 'Green Giant'		<i>Sansevieria 'Green Giant'</i>		7 gal., 36", 24" o.c.
54	Cotoneaster hedge		<i>Cotoneaster dammeri</i>		3 gal. 12" ht. 24" o.c.
4	False Agave		<i>Furcraea foetida 'Variegata'</i>		15 gal., 3' x 3'
1555	Ficus 'Green Island'		<i>Ficus microcarpa 'Green Island'</i>		3 gal. 18" o.c.
52	Fountain Grass 'White'		<i>Pennisetum setaceum 'White'</i>	52	7 gal., 30" o.c.
700	Golden Creeper	700	<i>Variegated pittosporum</i>	700	3 gal., 18" o.c.
239	Jasmine Simp		<i>Jasminum volubile</i>		3 gal. 24" x 24" 24" o.c.
9	King Sago		<i>Cycas revoluta</i>		15 gal., 36"x-36"
4	Mexican Fern Palm		<i>Dioon edule</i>		15 gal., 36"x-36"
460	Liriope Giant Evergreen		<i>Liriope muscari 'Evergreen'</i>		1 gal., 12" o.c.
244	Podocarpus 'maki'		<i>Podocarpus macrophyllus</i>		7 gal., 4' ht. 30" o.c.
20	Podocarpus 'maki'		<i>Podocarpus macrophyllus</i>		7 gal., 5' ht. 24" o.c.
78	Small Leaf Clusia		<i>Clusia guttifera</i>		15 gal., 48" x 24", 30" o.c.
15	Soft Tip Agave		<i>Agave attenuata</i>		7 gal., 24" x 24"
10	Song of India		<i>Dracaena Reflexa</i>		15 gal., 6' ht.
86	Wild Coffe shrubs	108	<i>Psychotria nervosa</i>		7 gal., 4' ht., 30" o.c.
4,414		1489		909	
161	sq. ft. of Mexican beach pebbles smooth gray				
1,517	Total S. Augustine Sod ground floor				

Landscape Legend

- FRONT SETBACK LINE FOR BUILDINGS
- LESS THAN 65' HIGH
- FRONT SETBACK LINE FOR BUILDINGS
- LESS THAN 45' HIGH
- FRONT SETBACK LINE FOR BUILDINGS
- LESS THAN 30' HIGH



LEVEL 1 PLANTING PLAN

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

FRANKEL BENAYOUN ARCHITECTS INC.

LICENSE NO. AA-0007484
MARKUS A. FRANKEL
LICENSE NO. AB0007743
FRANK BENAYOUN, FLSHMAN
LICENSE NO. AB0017273
1177 KANE CONDOURSE, SUITE 123
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3865 FAX: (305) 868-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER/DEVELOPER

100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T: 305.592.2526

DESIGNER

HOLLAND ENGINEERING INC.
civil engineers
1900 HOLLAND BOULEVARD
HOLLYWOOD, FL - 33021
(954) 367-0311 (954) 367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1001 N. N. STREET, SUITE 101
FORT LAUDERDALE, FL 33304

STRUCTURAL ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

MEP ENGINEER

Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet)

Multi-Family Residential / Townhouse Sites (RM-1, RM-2, RM-3)
Town Landscape Code (Sec. 24-16) & Miami-Dade Landscape Code (Chapter 18A)

Site Address: 1145-1167 ST. Bay Harbor Islands, Florida 33154 Legal Description: _____
Net Lot Area: 0.775 Acres / 33,750 SF

I. Open Space Requirement
1. Net Lot Area = 33,750 SF x 20% = 6,750 SF 20% / 21.7% 7,356 SF
(BHI - Sec. 23-11)

2. Maximum Lawn Area Allowed
(MDC - Sec. 18A-6(A)(5))
a. Req. open space 6,750 SF x 60% = 4,050 SF 60% Max / 4,050 SF 1,517 SF

II. Shade Trees
A. Required
1. 28 shade trees/acre: 28 x 0.775 acres = 22 22 26
(Min. 12' in height / 4" clear wood / 2 1/2" caliper)
(Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees)
(MDC - Sec. 18A-6(C)(5)) and BHI Sec. 24-16

2. Native Species Required - 50% Min.
of shade trees req. 22 x 50% = 11 11 16
(BHI - Sec. 24-16(a)(2))

3. Drought Tolerant and Low Maintenance Species Required - 50% Min.
of shade trees req. 22 x 50% = 11 11 22
(MDC - Sec. 18A-6(C)(1)(b))

B. Tree Species
1. Number of shade trees required
(from Sec. II(A)(1) above) 22 22 6
2. Number of shade tree species required
(BHI - Sec. 24-16(a)(2)) 6 6 6

*See Following Table.

Page 1 of 3

Revised 12/09/14

Number of Different Tree Species based on Quantity

1-5 required shade trees	2 shade tree species
6-10 required shade trees	3 shade tree species
11-15 required shade trees	4 shade tree species
16-20 required shade trees	5 shade tree species
21-30 required shade trees	6 shade tree species
31 or more required shade trees	7 shade tree species

C. Tree Heights

- Number of Stories of building 7
- Number of shade trees required (from Sec. II(A)(1) above) 22
- Shade tree heights required: 12 ft. - 25% or 6 shade trees provided 8
14-16 ft. - % or shade trees
16-18 ft. - 50% or shade trees provided 12
18-20 ft. - 25% or 5 shade trees provided 6

Size of Tree Species in Relationship to Building Height

No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
1-2	12	5	14-18
3	50% min. req.	5	14-18
4	50% min. req.	5	14-18
5	25% min. req.	5	14-18
6	25% min. req.	5	14-18
7	25% min. req.	5	14-18
8	25% min. req.	5	14-18
9	25% min. req.	5	14-18
10	25% min. req.	5	14-18
11	25% min. req.	5	14-18
12	25% min. req.	5	14-18
13	25% min. req.	5	14-18
14	25% min. req.	5	14-18
15	25% min. req.	5	14-18
16	25% min. req.	5	14-18
17	25% min. req.	5	14-18
18	25% min. req.	5	14-18
19	25% min. req.	5	14-18
20	25% min. req.	5	14-18
21	25% min. req.	5	14-18
22	25% min. req.	5	14-18
23	25% min. req.	5	14-18
24	25% min. req.	5	14-18
25	25% min. req.	5	14-18
26	25% min. req.	5	14-18
27	25% min. req.	5	14-18
28	25% min. req.	5	14-18
29	25% min. req.	5	14-18
30	25% min. req.	5	14-18
31	25% min. req.	5	14-18
32	25% min. req.	5	14-18
33	25% min. req.	5	14-18
34	25% min. req.	5	14-18
35	25% min. req.	5	14-18
36	25% min. req.	5	14-18
37	25% min. req.	5	14-18
38	25% min. req.	5	14-18
39	25% min. req.	5	14-18
40	25% min. req.	5	14-18
41	25% min. req.	5	14-18
42	25% min. req.	5	14-18
43	25% min. req.	5	14-18
44	25% min. req.	5	14-18
45	25% min. req.	5	14-18
46	25% min. req.	5	14-18
47	25% min. req.	5	14-18
48	25% min. req.	5	14-18
49	25% min. req.	5	14-18
50	25% min. req.	5	14-18
51	25% min. req.	5	14-18
52	25% min. req.	5	14-18
53	25% min. req.	5	14-18
54	25% min. req.	5	14-18
55	25% min. req.	5	14-18
56	25% min. req.	5	14-18
57	25% min. req.	5	14-18
58	25% min. req.	5	14-18
59	25% min. req.	5	14-18
60	25% min. req.	5	14-18
61	25% min. req.	5	14-18
62	25% min. req.	5	14-18
63	25% min. req.	5	14-18
64	25% min. req.	5	14-18
65	25% min. req.	5	14-18
66	25% min. req.	5	14-18
67	25% min. req.	5	14-18
68	25% min. req.	5	14-18
69	25% min. req.	5	14-18
70	25% min. req.	5	14-18
71	25% min. req.	5	14-18
72	25% min. req.	5	14-18
73	25% min. req.	5	14-18
74	25% min. req.	5	14-18
75	25% min. req.	5	14-18
76	25% min. req.	5	14-18
77	25% min. req.	5	14-18
78	25% min. req.	5	14-18
79	25% min. req.	5	14-18
80	25% min. req.	5	14-18
81	25% min. req.	5	14-18
82	25% min. req.	5	14-18
83	25% min. req.	5	14-18
84	25% min. req.	5	14-18
85	25% min. req.	5	14-18
86	25% min. req.	5	14-18
87	25% min. req.	5	14-18
88	25% min. req.	5	14-18
89	25% min. req.	5	14-18
90	25% min. req.	5	14-18
91	25% min. req.	5	14-18
92	25% min. req.	5	14-18
93	25% min. req.	5	14-18
94	25% min. req.	5	14-18
95	25% min. req.	5	14-18
96	25% min. req.	5	14-18
97	25% min. req.	5	14-18
98	25% min. req.	5	14-18
99	25% min. req.	5	14-18
100	25% min. req.	5	14-18

(BHI - Sec. 24-16(a)(2))

III. Street Trees

- Street Trees @ 1:35' Width of lot 225 35' = 6 6 6
(15' min height / 6" clear wood / 2 1/2" caliper)
(Street tree species determined by Street Tree Master Plan)
(Street trees do not count toward required on site shade trees)
(BHI - Sec. 24-16(a)(2)(a))

Page 2 of 3

Revised 12/09/14

IV. Shrubs Required

- 10 shrubs required per shade tree
(Min. 24" in height / visual screen min. 36" in height / max 24" on center)
(BHI - Sec. 24-16(a)(2)(d)) 220 372
- Native Species Required - 30% Min.
(MDC - Sec. 18A-6(D)(1)(a)) 66 108
- Drought Tolerant and Low Maintenance Species Required - 50% Min.
(MDC - Sec. 18A-6(D)(1)(b)) 110 265

V. Buffers (If applicable)
(BHI - Sec. 24-16)

- Parking Lot from ROW N/A (yes / no) (yes / no)
- Dissimilar Uses N/A (yes / no) (yes / no)

VI. Parking Lot Landscaping (If applicable)

- 10 SF / parking space:
10 x spaces = SF
(MDC - Sec. 18A-6(J)) N/A
- Shade Trees Required
(MDC - Sec. 18A-6(J)) N/A
- Shrubs Required
(MDC - Sec. 18A-6(I)) N/A
- Right Tree Right Place
(BHI - Sec. 24-16(a)(2)(f)) 0

- Number of trees near power lines
(See attached FPL guidelines)

VIII. Florida Friendly Landscaping
(MDC - Sec. 18A-2(A))

All landscaping shall promote Florida Friendly landscaping principles through the use of drought-tolerant plant species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions on the amount of lawn areas. Florida Friendly landscape principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

Page 3 of 3

Revised 12/09/14

FRANKEL BENAYOUN
ARCHITECTS INC.

ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007145
FRANK BENAYOUN F. SHIMAN
LICENSE NO. AR0007273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 888-3669 FAX: (305) 888-3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

\\STANDARDS\LOGO.tif

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC

7657 NW 50 STREET
MAV, FLORIDA 33166

T. 305.592.2526

DESIGNER

HOLLAND ENGINEERING INC.

1303 HOLLAND BOULEVARD
HOLLYWOOD, FL 33027
(954) 987-3271 (954) 987-3272 FAX
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTS

ROBERT PARSLEY A.S.A.

1100 NW 41 STREET, SUITE 1111
HOUSTON, TEXAS 77019

STRUCTURAL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

CIVIL ENGINEER

PLUMBING ENGINEER

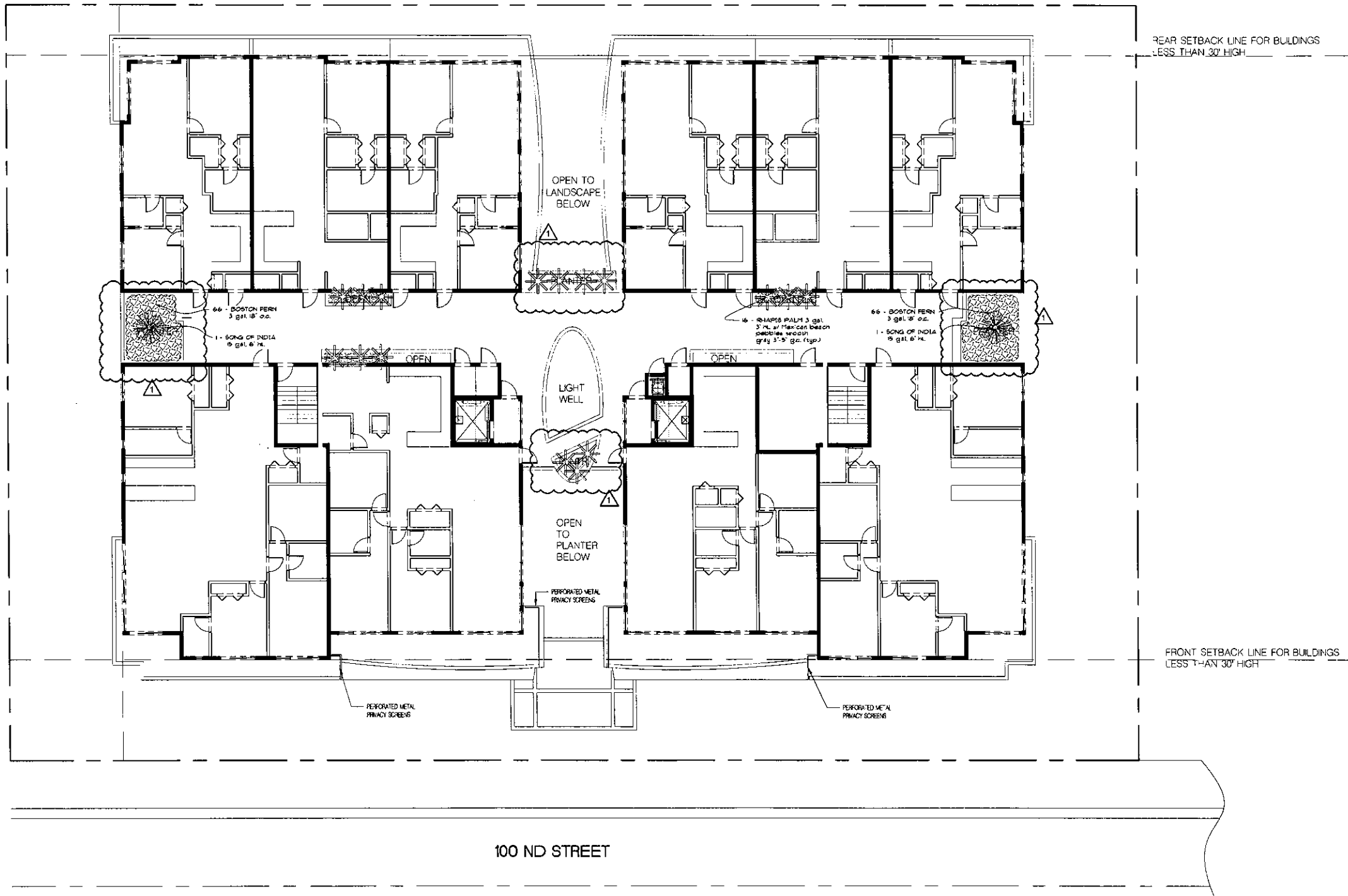
MECHANICAL ENGINEER

ELECTRICAL ENGINEER

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

9-66" ALK/DEP L-2

Filename: J:\PROJECTS\FRANKEL-Benayoun (multiple Projects)\2015BHI Triple LA- BHI Triple Planting current - Plot Date 9/27/2015 - Plotted By Geomantic



LEVEL 3 PLANTING PLAN

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

FRANKEL BENAYOUN ARCHITECTS INC.

ARCHITECTS
11177 KANE CONDO, 2ND, SUITE 102
BAY HARBOR ISLANDS, FLORIDA 33134
PH: (305) 868 3655 FAX: (305) 868 3655
E-MAIL: FRANKEL@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2526

PEL ENG.

PEL ENGINEERING INC.
1900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(954) 367-0371 (954) 367-0372 FAX
SUSAN C. HOLLAND, P.E.
Reg. No. 41831

LANDSCAPE ARCH.

GEOMANTIC
DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.L.A.
1000 N. MIAMI BLVD., SUITE 100
MIAMI, FLORIDA 33136

STRUCTURAL ENG.

STRUCTURAL ENGINEERING
1000 N. MIAMI BLVD., SUITE 100
MIAMI, FLORIDA 33136

MEP ENG.

MEP ENGINEERING
1000 N. MIAMI BLVD., SUITE 100
MIAMI, FLORIDA 33136

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33134

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
1		9/25/15	

LEVEL 3 PLANTING PLAN

SCALE: 3/32" = 1'-0" DATE: AUGUST 27, 2015

SHEET NUMBER
L-3

OWNER DEVELOPER
100 ST DEVELOPMENT LLC
7667 NW 50 STREET
MIAMI, FLORIDA 33166
305 592 2526

HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLWOOD BOULEVARD
HOLLWOOD, FL 33321
(954) 357-0371 • (954) 357-0372 Fax
SUSAN C. HOLLAND, PE
Reg. No. 41831

AMERICAN ARCH.



**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
PO BOX 413827 AUSTIN TX 78741
PHONE 512/476-0541 FAX 512/476-0542

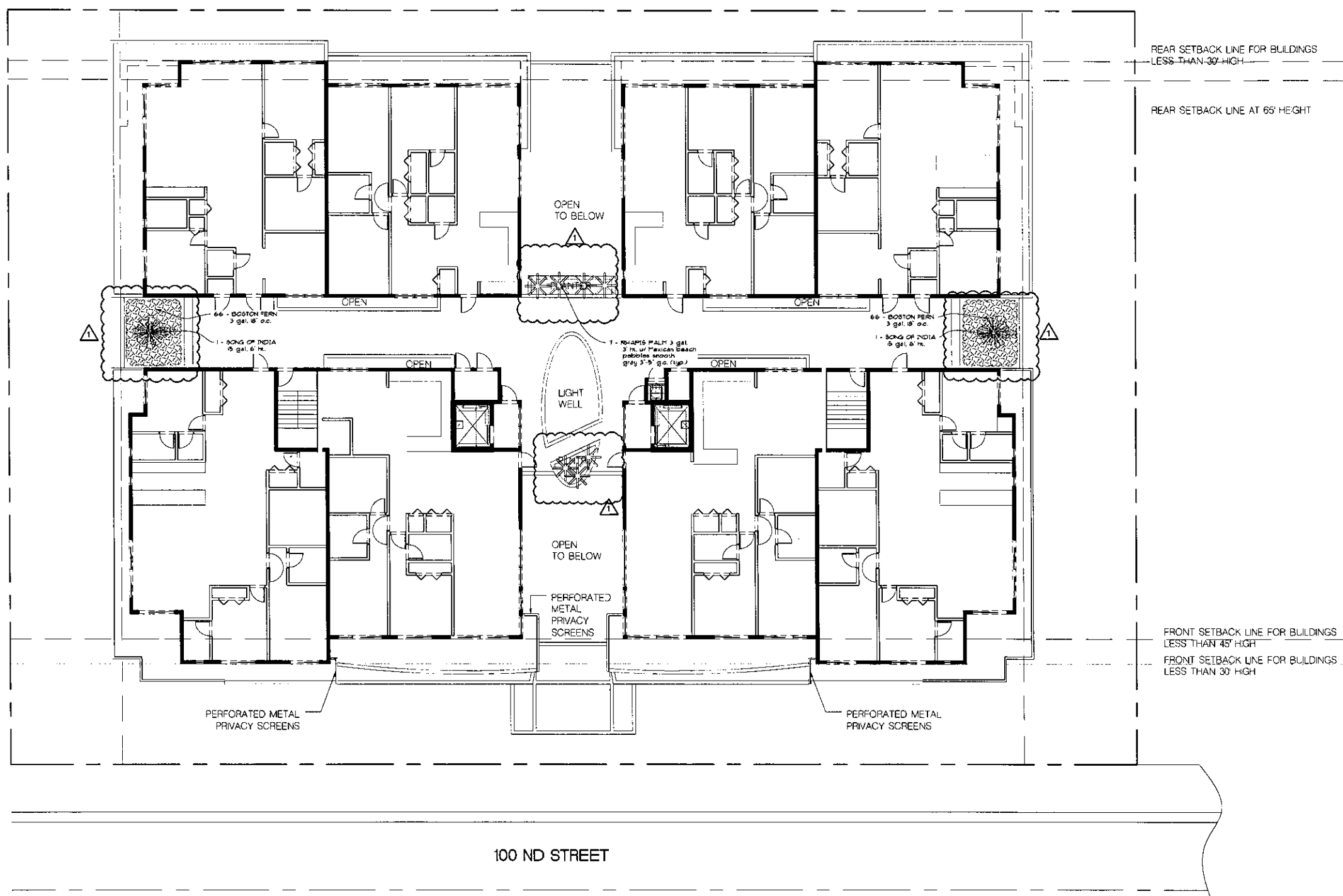
STRUCTURAL ENG.

MP 54:

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33104

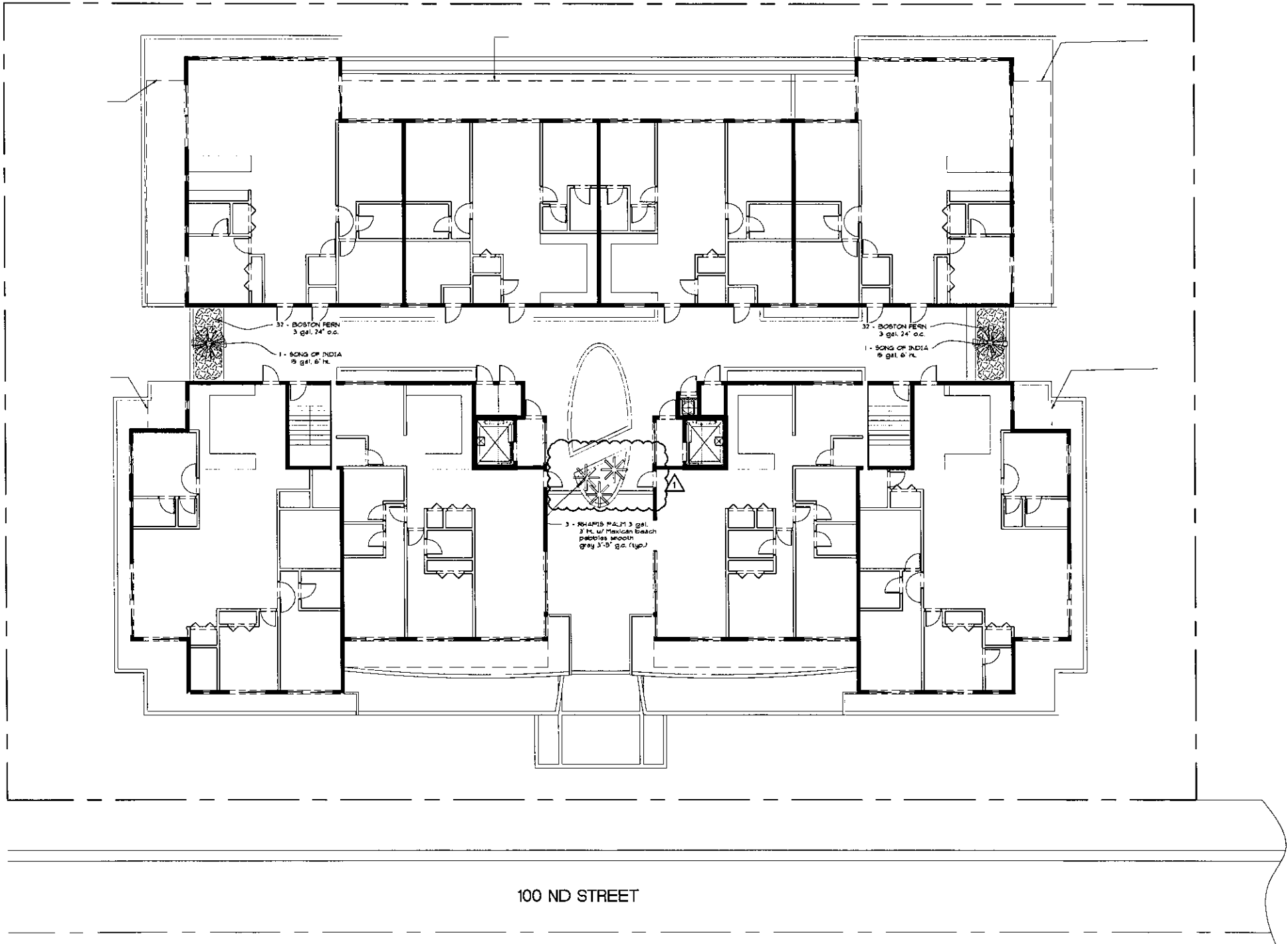
SIGNATURE		DATE	
NO	REVISION	DATE	BY
1	9/25/15		

DATE: _____
LEVEL 4
PLANTING PLAN
 SCALE: _____ DATE: AUGUST 27, 2015
 SHEET NUMBER: **L-4**



 **LEVEL 4 PLANTING PLAN**
SCALE: 3/32" = 1'-0"

Filename: J:\PROJECTS\FRANKEL-Benayoun (multiple Projects)\2015BHI Triple Lot LA - BHI Triple Planting.cdw - Plt Date: 9/27/2015 - Plotted By: Geomantic



LEVEL 5 PLANTING PLAN

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

FRANKEL BENAYOUN ARCHITECTS INC.

LICENS. NO. AA-0101494
MARKUS A. FRANKEL
LICENSE NO. AR0001341
IPHAT BENAYOUN, FISHMAN
LICENSE NO. AR0017273

11177 KINGS CORNER, SUITE 100
BAY HARBOR ISLANDS, FLORIDA 33134
PH: (305) 868-3656 FAX: (305) 868-3653
E-MAIL: INFO@FRANKELBENAYOUN.COM

LA STANDARDS LOGO.tif

OWNER: DEVELOPER

100 ST DEVELOPMENT LLC

7557 NW 50 STREET
MIAMI, FLORIDA 33166

TEL: 305.522.2526

DATE: 9/27/2015

HOLLAND ENGINEERING INC.

Civil Engineer
2900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021

TEL: (305) 357-0371 FAX: (305) 357-0372
SUSAN C. HOLLAND, P.E.
Reg. No. 41831

DATE: 9/27/2015

GEOMANTIC DESIGNS, INC.

LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.

TEL: (305) 357-0371 FAX: (305) 357-0372
100 ST DEVELOPMENT LLC

DATE: 9/27/2015

STRUCTURAL ENG.

MEP ENG.

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

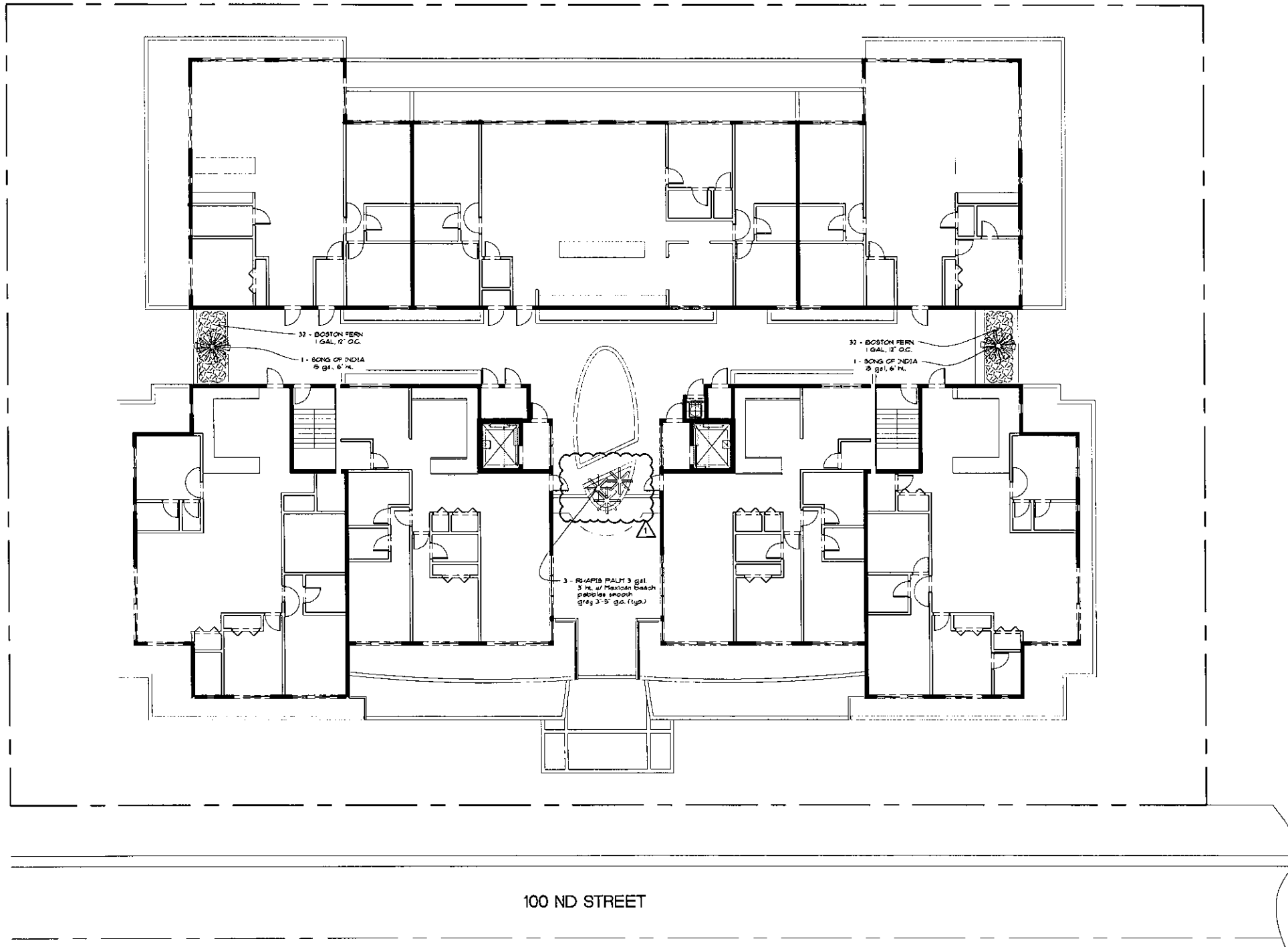
DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015

DATE: 9/27/2015



LEVEL 6 PLANTING PLAN
SCALE: 3/32" = 1'-0"

**FRANKEL BENAYOUN
ARCHITECTS INC.**
ARCHITECTS PLANNERS INTERIORS DESIGN
LICENSE NO. AA-0007444
MARKUS A. FRANKEL
LICENSE NO. ARD003743
FRANK BENAYOUN FISHMAN
LICENSE NO. ARD017273
11177 KANE COURSE, SUITE 123
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868-3653 FAX: (305) 868-3652
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER/DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
TEL: 305.592.2526

PE, EIR
HOLLAND ENGINEERING INC.
Civil Engineer
3906 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33021
(305) 397-0311 (305) 367-0372 FAX
SUSAN C. HOLLAND, PE
Reg. No. 41831

LANDSCAPE ARCHITECT
**GEOMANTIC
DESIGNS, INC.**
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
100 W 41 STREET MIAMI FL 33134
(305) 397-0311 FAX: 305.367.0372

STRUCTURAL ENG.

MEP ENG.

MECHANICAL ENG.

ELECTRICAL ENG.

WATER SUPPLY ENG.

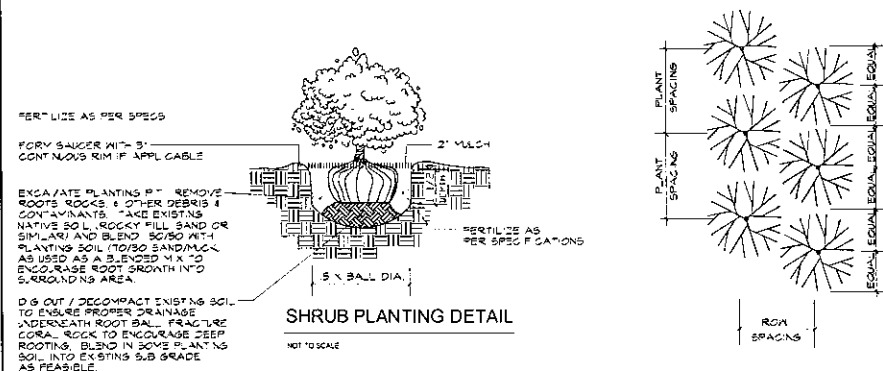
SEWER & WASTE ENG.

ENVIRONMENTAL ENG.

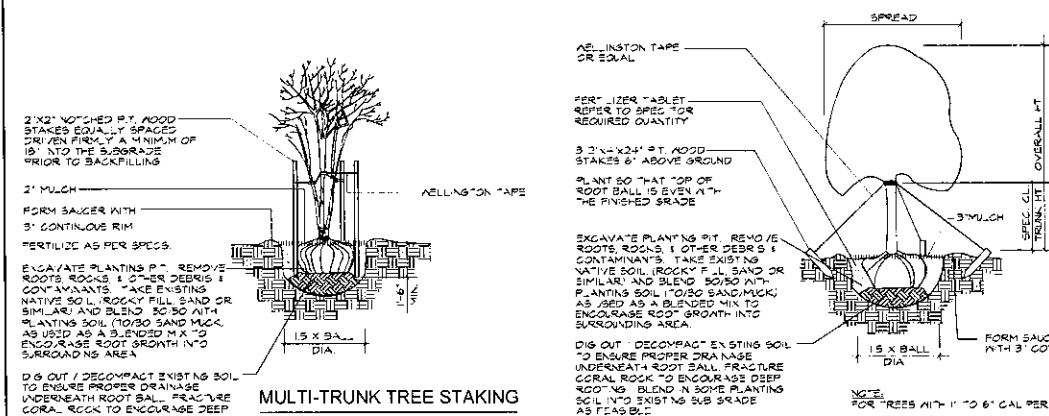
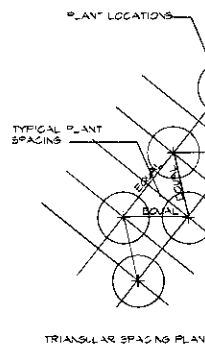
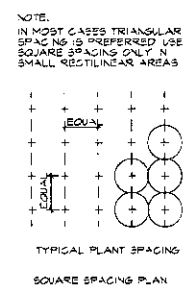
SOILS ENG.

**LEVEL 6
PLANTING PLAN**
SCALE: 3/32" = 1'-0"
DATE: AUGUST 27, 2015

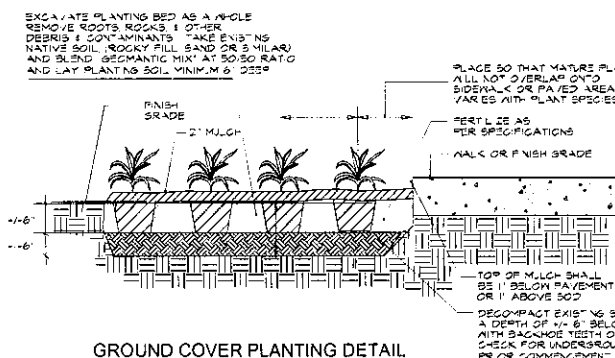
L-6



PLANT SPACING	ROW SPACING
12"	10"
18"	15"
24"	20"
30"	26"
36"	31"
48"	41"
60"	50"



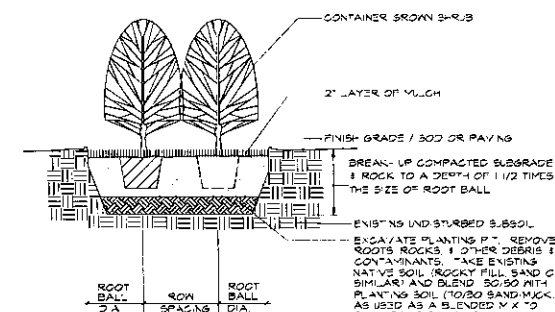
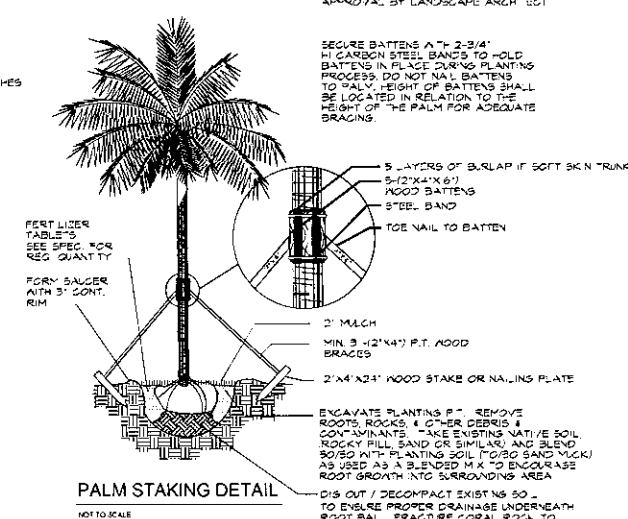
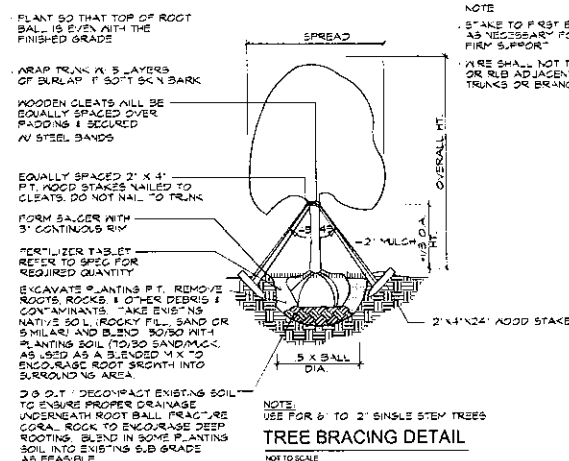
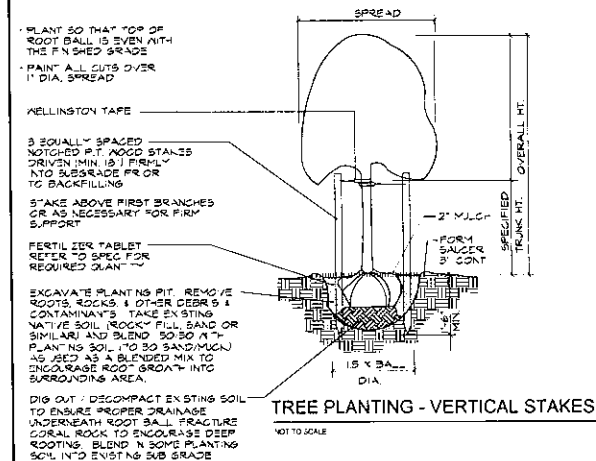
TREE PLANTING - GUY WIRES or WELLINGTON TAPE



GROUND COVER PLANTING DETAIL

CALIPER	TIES	STRAPS	STAKES
1' - 1/2'	2	1 # 2	2 - 2 x 2
1/2' - 2'	3	1 # 12	3 - 2 x 2
2' - 3'	3	2 # 2	2 - 2 x 2
3' - 5'	3	2 # 2	3 - 2 x 2

GALLOPER	CLEATS	STRAPS	BRACES	NAILS
4" - 8"	2 x 4 x 8"	1 # 12	3 - 2 X 4	2 - 16d
8" - 10"	2 x 4 x 2'	1 # 12	3 - 2 X 4	3 - 16d
10" - 16"	2 x 4 x 2'	2 # 12	4 - 2 X 4	3 - 16d



HEDGE & MASS PLANTING DETAIL

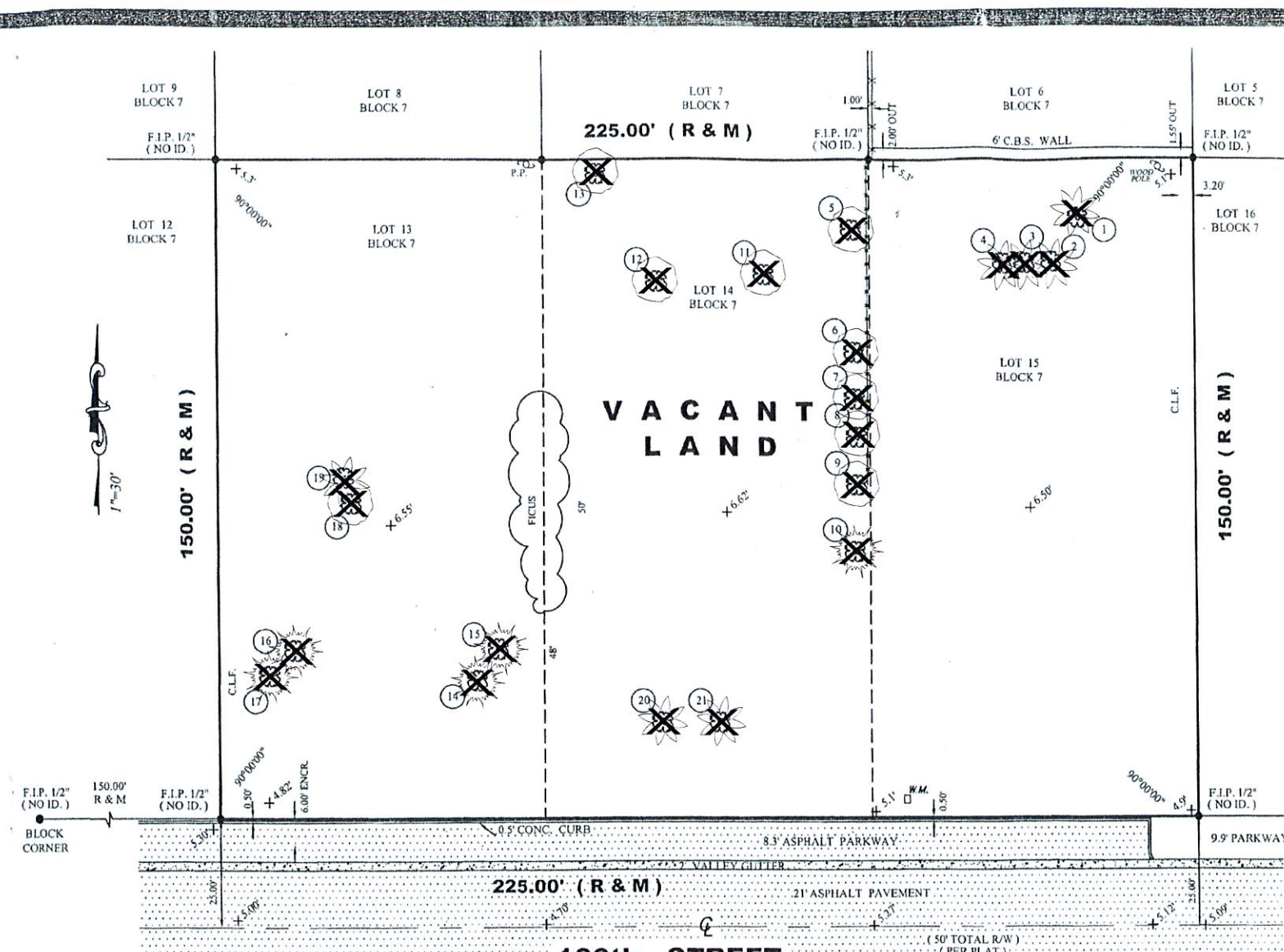
PLANTING SPECIFICATIONS AND WARRANTIES

1. The location of existing plant material must be marked with spray paint by Landscape Architect (L.A.).
2. All trees and palms to be laid out by Landscape contractor in the field with stakes and survey pins. To be reviewed and approved by L.A..
3. Plans let for information only. There are any discrepancies between plant quantities on plan versus "plant list", the plans will take priority. There are any L.A. of any discrepancies.
4. Only the price listed and planting list, as issued by Landscape Architect's printing and plant list will be accepted. Owner retains the right to remove portions of the work for the contract and / or create separate contracts for phasing of the project. Landscape Architect retains the right to deny any and all bids over such reductions are in the best interest of the owner.
5. All plant material must be of the quality specified as "contractor" or with written approval from L.A.
6. All planting beds must be free of surface rock over 1/2" diameter prior to turning in.
7. Planting beds should raise 6" of "Geotactic Mix" planting soil. See soil specification.
8. Planting soil specification: Geotactic Mix (20% Fines Pass, 20% Coarse; 20% Large Lates 5/16" and 20% local screening sand) or "beach sand" and 20% Cypress tree shavings. Landscape contractor to submit sample to be approved by L.A.
9. Fertilize all plants with Osmocote "Sierra Blend 18-7-7" @ 1/2" hard full for 1 - 3 gallons; 1 hand full for 1-2 gallon and 4 rounds full for ball and outplanted. B.E. material.
10. Fertilize all B.E. material with 2" layer of topsoil or equal.
11. Mulch all landscape areas with 2" - 3" of Elaeagnus or Melaleuca mulch Eco-mulch. No cypress or red color mulch.
12. All sod areas laid with 8" Augusta "Palmetto" to be laid raised prior to installing the sod.
13. All sod areas to be sod dressed up to 2" of 20/20 Lates silica sand. Landscape contractor prior to sodding.
14. All plant material, excluding sod, to be awarded as to lawn shrubs and ground covers for 30 days, large shrubs (over 10 gal.) and all palms for 60 days, and B.E. material for 365 days provided that plant material is in the original container and in good condition.
15. Note: Hurricanes and other disasters beyond the control of the Landscape contractor are not covered.
16. All warranties to run concurrently beginning upon Landscape Architect's final acceptance of the installation, unless owner or general contractor (GC) requires contractual phasing beyond control of the installer.
17. All materials stored on site are the property of the installer until accepted by owner. Owner is not responsible for theft, unless notified in writing or to installation and security arrangement agreed to.
18. Warning is the responsibility of the installer during the installation and until final acceptance.
19. Landscape contractor is responsible for coordinating the water supply with irrigation contractor.
20. Landscape contractor is responsible to see that during installation is properly progressing and in the end adequate for good growth. The owner or GC must be notified in writing of any problems with irrigation phasing or performance.
21. Any existing irrigation to be brought to a good functioning standard to ensure proper watering of the material.
22. Landscape areas to be on an automatic timer system, 20% coverage, 20% overlap, with rain sensor per city codes.
23. Landscape contractor to exercise extreme care when digging and performing other work so not to damage any existing work such as underground and overhead utilities (i.e. electrical, sewage, irrigation, plumbing). In the event of plants and/or equipment damage, the contractor is responsible to be notified to provide alternate location of planting or utility / construction conflicts.
24. Landscape contractor is responsible for immediate repair of any damage caused by their installation.
25. Landscape contractor is responsible for working with the general contractor to assure that all commitments to the owner and other contractors are met.
26. In planting beds, particularly by cuttings, Landscape contractor to excavate existing soils to a minimum depth of 12" and backfilled with planting soil. In sod areas Landscape contractor to decompost soil with backhoe to a depth of 6" and add 2" in. of top soil for sodding.
27. All ground pits to be excavated with vertical sides for all plants, except for hedges to be angled sides. The radius of the pits for trees is to be 1/2" of the trunk diameter of the root ball.
28. All tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the tree are replaced with approved specified soil.
29. All palm tree pits to have the soil removed in the amount of 1/3 larger than the root ball of the palm and replaced with approved specified soil.
30. All tree / Palm pits to be excavated with a backhoe only. Also utilize use of augers.

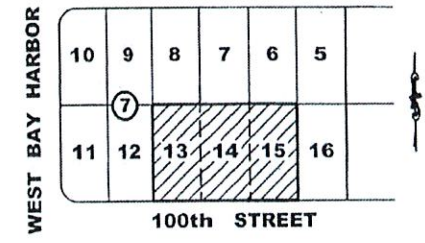
TRANSPLANTING SPECIFICATIONS

1. Root prune all trees and palms to a minimum depth of 2' for the palms and 48" for the trees.
2. Trim frayed roots with slipcans and/or similar and leave clean cuts.
3. Wrap 6" to 8" with bark plastic, black flannel with 3/8" threaded post. Use fill up voids between plastic & soil covering 1" cut roots.
4. Backfill with existing soil to no plastic filling until just above soil grade. Keep trench exposed so as to find root ball when excavating.
5. Water trees twice per week for next 2 months or until trees are ready to move.
6. Harvest palms after 4 to 6 weeks and trees after 8 to 10 weeks depending on size. Consult with LA for or to moving on schedule.
7. Spread root ball outside the plastic plant wrap being careful not to disturb or tear preexisting root ball, rewrap if needed for transplanting.
8. When digging trees, break off large pieces of existing rock wall -- 36" deep as feasible by using cutting ball. Do Not Peel Ball Off Rock. If necessary, the horizontal chopping or drilling may be required to break off section of Oak ball at a minimum 30" depth.
9. Remove all stems and roots to correct height in new location on keeping 6" of ball soil top exposed.
10. Properly wrap and hook-up trees and palms to lifting equipment in such a way as to not tear cambium layer and excessively disfigure appearance.
11. Plants that are not properly lifted and/or due to grading, concrete or excessive damage to the cambium layer will be changed to the next size up and Sub-contractor at a price of \$500 per calyx not to exceed.
12. Remove elastic backfill with 50% or string soil blended with 50% planting soil plus 1/2 bags of Canadian peat moss for palms and 4 bags for trees.
13. Backfill sink area in Azalea for fertilizer tablets per recommendations, loose and trim broken branches and trends as needed. Grade per specification.
14. Watering for duration of the project will be required using bubblers as part of automatic irrigation system for post construction soil support area, additional drainage, but are not a substitute.

PLANTING DETAILS



LOCATION SKETCH SCALE: NTS



TREE CHART

No.	NAME	DIAMETER	SPAN	HEIGHT
1	AVOCADO TREE	2'	24'	30'
2	PALM CHRIST	0.4'	7'	30'
3	PALM CHRIST	0.4'	7'	30'
4	PALM CHRIST	0.4'	7'	30'
5	FLH	1'	15'	15'
6	FLH	1.5'	15'	15'
7	UMBRELLA TREE	1.2'	15'	30'
8	FLH	1'	15'	15'
9	UMBRELLA TREE	1.5'	15'	25'
10	PALMETTO PALM	1'	10'	15'
11	MANGO TREE	1.5'	10'	12'
12	MANGO TREE	2'	42'	30'
13	UMBRELLA TREE	2.5'	20'	25'
14	PALMETTO PALM	1'	10'	25'
15	PALMETTO PALM	1'	10'	15'
16	PALMETTO PALM	1'	10'	15'
17	PALMETTO PALM	1'	10'	15'
18	CUBA	2'	10'	20'
19	PALM	1'	10'	15'
20	PALM	0.7'	7'	20'
21	PALM	0.7'	7'	20'

ABBREVIATIONS:
SVK=SIDEWALK, CBS=CONCRETE BLOCK STRUCTURE, CLF=CHAIN LINK FENCE, PL=PROPERTY LINE, DUE=DRAINAGE UTILITY EASEMENT, IP=IRON PIPE, F=FOUND, A/C=AIR CONDITIONER PAD, P/C=PROPERTY CORNER, D/H=DRILLED HOLE, WF=WOODEN FENCE, RES=RESIDENCE, CL=CLEAR, RB=REBAR, UE=UTILITY EASEMENT, CONC=CONCRETE SLAB, R/W=RIGHT OF WAY, DE=DRAINAGE EASEMENT, CL=CENTER LINE, O=DIAMETER, TYP=TYPICAL, M=MEASURED, R=RECORDED, ENCR=ENCROACHMENT, COMP=COMPUTER, ASH=ASPHALT, N/D=NAIL & DISC, S=SET, FEE=FINISH FLOOR ELEVATION, O/S=OFFSET, P/P=POWER POLE, OHP=OVERHEAD POWERLINE, VM=VARIOMETER, WOOD FENCE=WOOD FENCE, MASONRY WALL=MASONRY WALL, CONCRETE=CONCRETE, MAINTENANCE & DRAINAGE EASEMENT=M&D E.

ELEVATION BASED ON LOC. # 2225 W
CBM# R-243 ELV. 6.59' TYPE OF SURVEY: BOUNDARY SURVEY

SURVEYOR'S NOTES: 1) OWNERSHIP SUBJECT TO OPINION OF TITLE. 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. 4) LEGAL DESCRIPTION PROVIDED BY CLIENT. 5) UNDERGROUND ENCROACHMENTS NOT LOCATED. 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. 7) OWNERSHIP OF FENCES ARE UNKNOWN. 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION. 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.

Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB 46 PAGE 5

Property Address: 1145-1167 100th St., Bay Harbor Islands, FL. 33154.

Legal Description: Lots 13, 14, and 15, Block 7, BAY HARBOR ISLAND, according to the Plat thereof, as recorded in Plat Book 46, at Page 5, of the Public Records of Miami-Dade County, Florida.

NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL

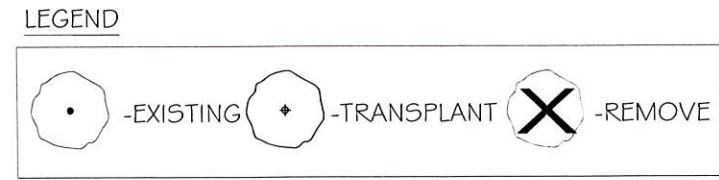
REVISED:

I HEREBY CERTIFY That the survey represented thereon meets the minimum technical requirements adopted by the STATE OF FLORIDA Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.
There are no encroachments, overlaps, easements appearing on the plat or visible easements other than as shown hereon.

Adis N. Nunez
ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

SINCE 1987
BLANCO SURVEYORS INC.
Engineers • Land Surveyors • Planners • LB # 0007059
555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141
(305) 865-1200 Email: blancosurveyorsinc@yahoo.com Fax: (305) 865-7810

FLOOD ZONE: AE SUFFIX: L DATE 9/11/09 BASE 8'
PANEL: 0144 COMMUNITY # 120637
DATE: 6/16/15 SCALE: 1" = 20' DWN. BY: F. Blanco JOB No. 15-558



SITE TREE DISPOSITION PLAN SCALE: 1/16" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS, INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
THAT BENAYOUN, PSHWAH
LICENSE NO. AR0017273
1177 KANE CONDOURSE SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868 1865 FAX: (305) 868 1650
E-MAIL: INFO@FRANKELBENAYOUN.COM
\\A\STANDARDS\LOGO.tif

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7857 NW 50 STREET
MIAMI FLORIDA 33156
T. 305 592 2526

DATE: 9/11/09
HOLLAND ENGINEERING INC.
civil engineers
3930 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33321
(954) 587-0371 (954) 587-2372 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

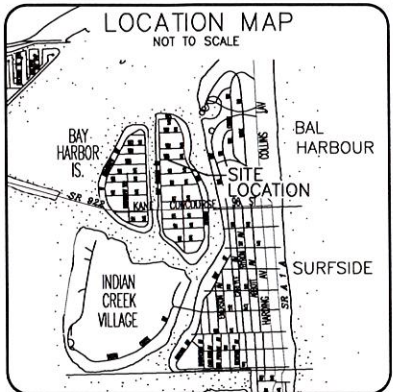
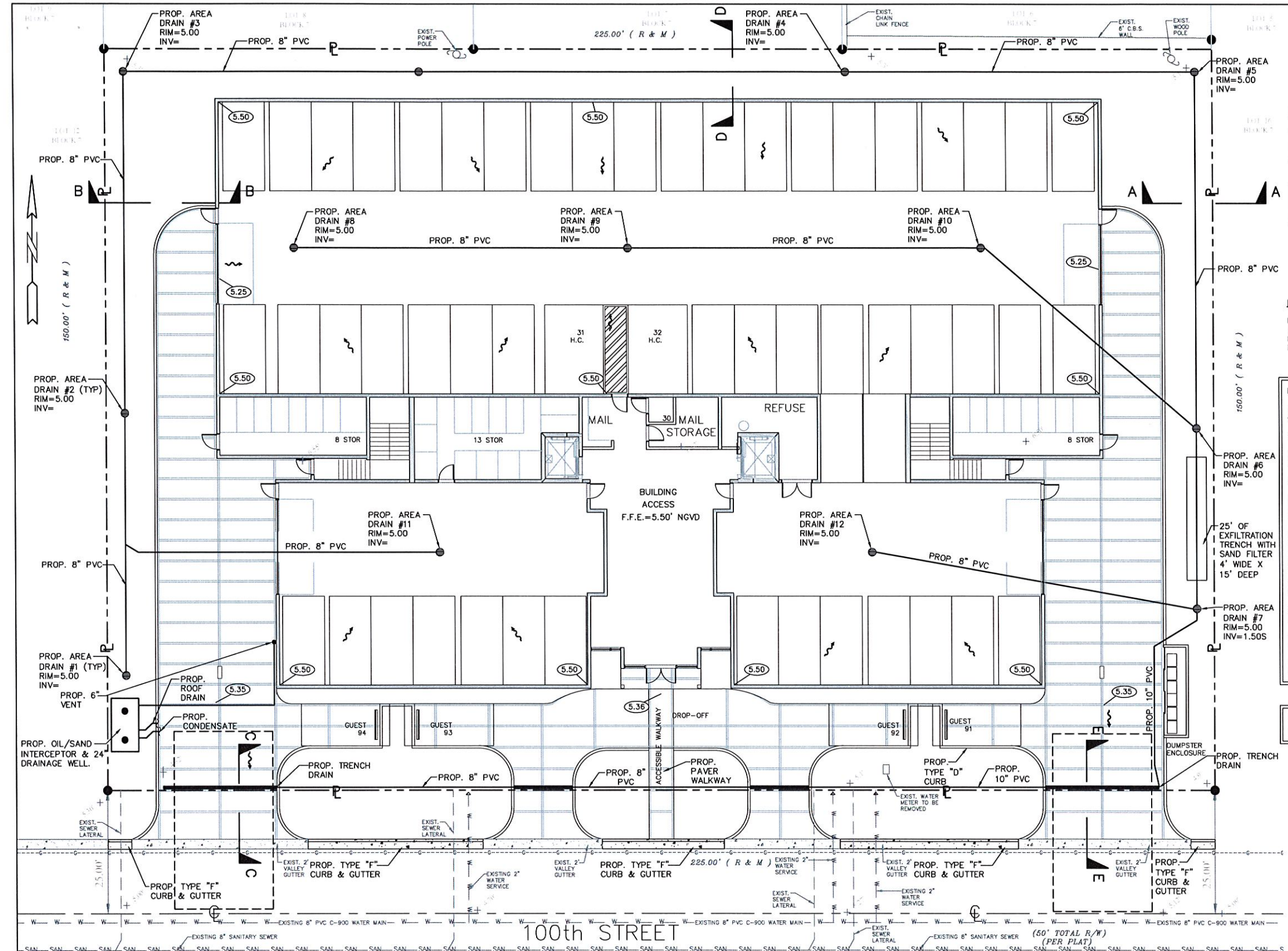
ARCHITECT
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1401 S. W. 11TH STREET SUITE 101
MIAMI BEACH, FLORIDA 33134

STRUCTURAL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3930 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33321
(954) 587-0371 (954) 587-2372 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

MEP ENG.
HOLLAND ENGINEERING INC.
civil engineers
3930 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33321
(954) 587-0371 (954) 587-2372 Fax
SUSAN C. HOLLAND, P.E.
Reg. no. 41831

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS FLORIDA 33154

SIGNATURE DATE
NO. REASON DATE BY
DRAWING TITLE
SITE TREE DISPOSITION PLAN
SCALE: DATE: AUGUST 27, 2015
SHEET NUMBER
LD-1



LEGAL DESCRIPTION:
LOTS 13, 14, AND 15, BLOCK 7, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

- NOTES:**
1. EXISTING CURB & GUTTER TO BE REPLACED WHERE CRACKED OR DAMAGED.
 2. MAXIMUM CROSS SLOPE ON WALKWAYS TO BE 2%.
 3. MAXIMUM LENGTH WISE SLOPE ON WALKWAYS TO BE 5%.
 4. CONNECT ALL ROOF DRAINS TO DRAINAGE WELL.
 5. CONTRACTOR TO COORDINATE CONSTRUCTION OF DRAINAGE SYSTEM WITH WATER, FIRE, IRRIGATION PIPES AND STRUCTURAL FOUNDATION.
 6. ALL EXISTING AND PROPOSED ELEVATIONS ARE REFERENCED TO NGVD 1929.
 7. MAXIMUM SLOPE ON GARAGE RAMPS TO BE 15%.
 8. ALL DRAINAGE PIPE TO HAVE MINIMUM 1% (1/8" INCH/FT) SLOPE.
 9. REFER TO PLUMBING PLANS FOR INFORMATION ON ROOF DRAINS.
 10. REFER TO ARCHITECTURAL PLANS FOR DETAILS ON PAVERS.
 11. PROVIDE FLOOD BARRIERS UP TO 12" ABOVE BASE FLOOD ELEVATION.

REFER TO SHEET C-4 FOR SECTIONS AND PAVEMENT INSTALLATION DETAIL.

LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

REFER TO SHEET C-2 FOR LOCATION OF FIRE DEPARTMENT STAGING AREA

DRAINAGE TO BE RETAINED ON SITE AND NOT DISCHARGE ONTO ADJACENT PROPERTY



PAVING, GRADING & DRAINAGE PLAN

SCALE 1" = 10'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
JAVAT BENAYOUN, FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENG.:
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 • (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.:
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
3645 N.W. 11 STREET, SUITE 101
MIAMI, FLORIDA 33142

STRUCTURAL ENG.:
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3308 FAX NO. (305) 940-3373
FBI NUMBER: 0007468 PE NO. 33440

MEP ENG.:
J. C. ENGINEERING GROUP P.A.
MIAMI, FLORIDA 33154
3303 NW 79 AVENUE
MIAMI, FLORIDA 33127
PHONE: (305) 586-3308 FAX: (305) 436-9272
E-MAIL: JCP@JCEGROUP.COM
JOSE C. PUE JR. FLORIDA P.E. # 12817
JOSE C. PUE JR. FLORIDA P.E. # 18146
VICTOR M. BLANCO FLORIDA P.E. # 36115

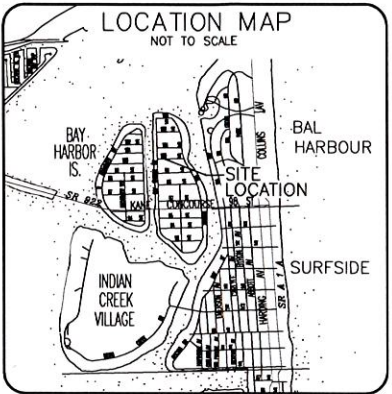
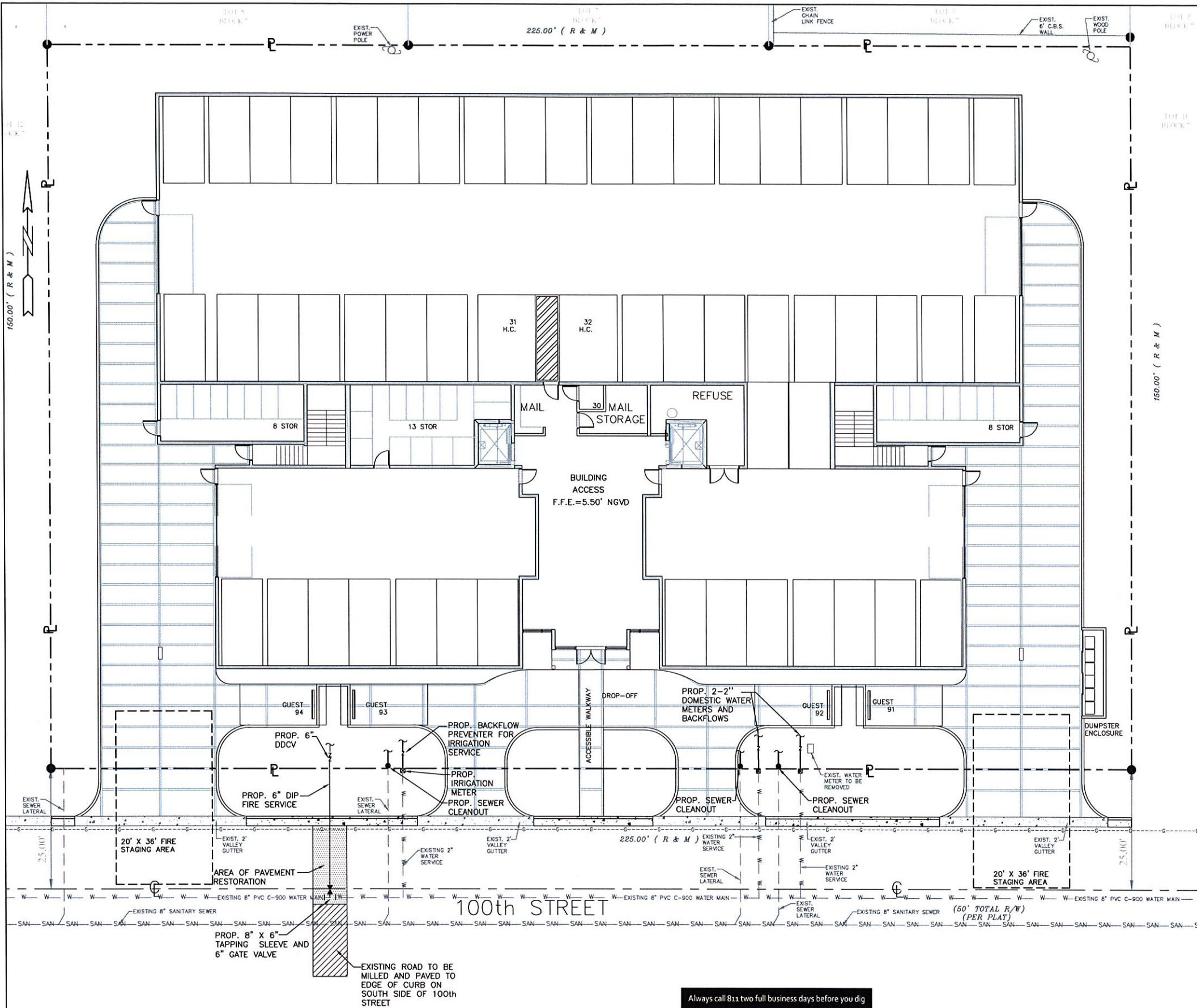
BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
PAVING, GRADING & DRAINAGE PLAN

SCALE: 1"=10'
SHEET NUMBER: **C-1**

DATE: SEPTEMBER 26, 2015



LEGAL DESCRIPTION:
LOTS 13, 14, AND 15, BLOCK 7, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES PRIOR TO BEGINNING WORK. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE UTILITY OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

- NOTES:**
1. REFER TO PLUMBING PLANS FOR COORDINATION WITH BUILDING WATER AND SEWER SERVICES.
 2. CONTRACTOR TO FIELD LOCATE EXISTING SEWER LATERAL AND CONFIRM DEPTH OF PIPE.
 3. CONTRACTOR TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND CONFIRM DEPTH PRIOR TO CONSTRUCTION.
 4. INSTALLATION OF ALL UTILITIES TO BE COORDINATED TO PREVENT PIPE CONFLICTS
 5. EXISTING SANITARY SEWER LATERAL CONNECTION TO BE INSPECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 6. ALL BACKFLOW PREVENTORS TO BE INSTALLED PER COUNTY REGULATIONS.
 7. EXISTING WATER AND SEWER SERVICES NOT USED FOR THIS PROJECT WILL BE CAPPED AT PROPERTY LINE.

SEWAGE VOLUME

40 UNITS FROM 1,210 SF TO 1,995 SF AT 300 GPD PER UNIT= 12,000 GPD

5 UNITS FROM 2,050 SF TO 2,590 SF AT 400 GPD PER UNIT= 2,000 GPD

TOTAL FLOW = 14,000 GPD

LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHERMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 56 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
NEW YORK STATE LICENSE 15486
FLORIDA LICENSE 15486

STRUCTURAL ENG.
ARBAB ENGINEERING INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
E-MAIL: JG@ENGINEERINGGROUP.PA

MEP ENG.
J.G. ENGINEERING GROUP P.A.
MECHANICAL ELECTRICAL PLUMBING
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3088 FAX NO. (305) 940-3273
E-MAIL: JG@ENGINEERINGGROUP.PA

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____ DATE _____

NO.	REVISION	DATE	BY

DRAWING TITLE
WATER & SEWER PLAN

SCALE: 1"=10'
SHEET NUMBER: **C-2**

DATE: SEPTEMBER 28, 2015

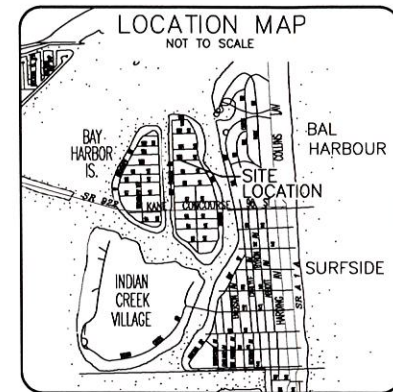
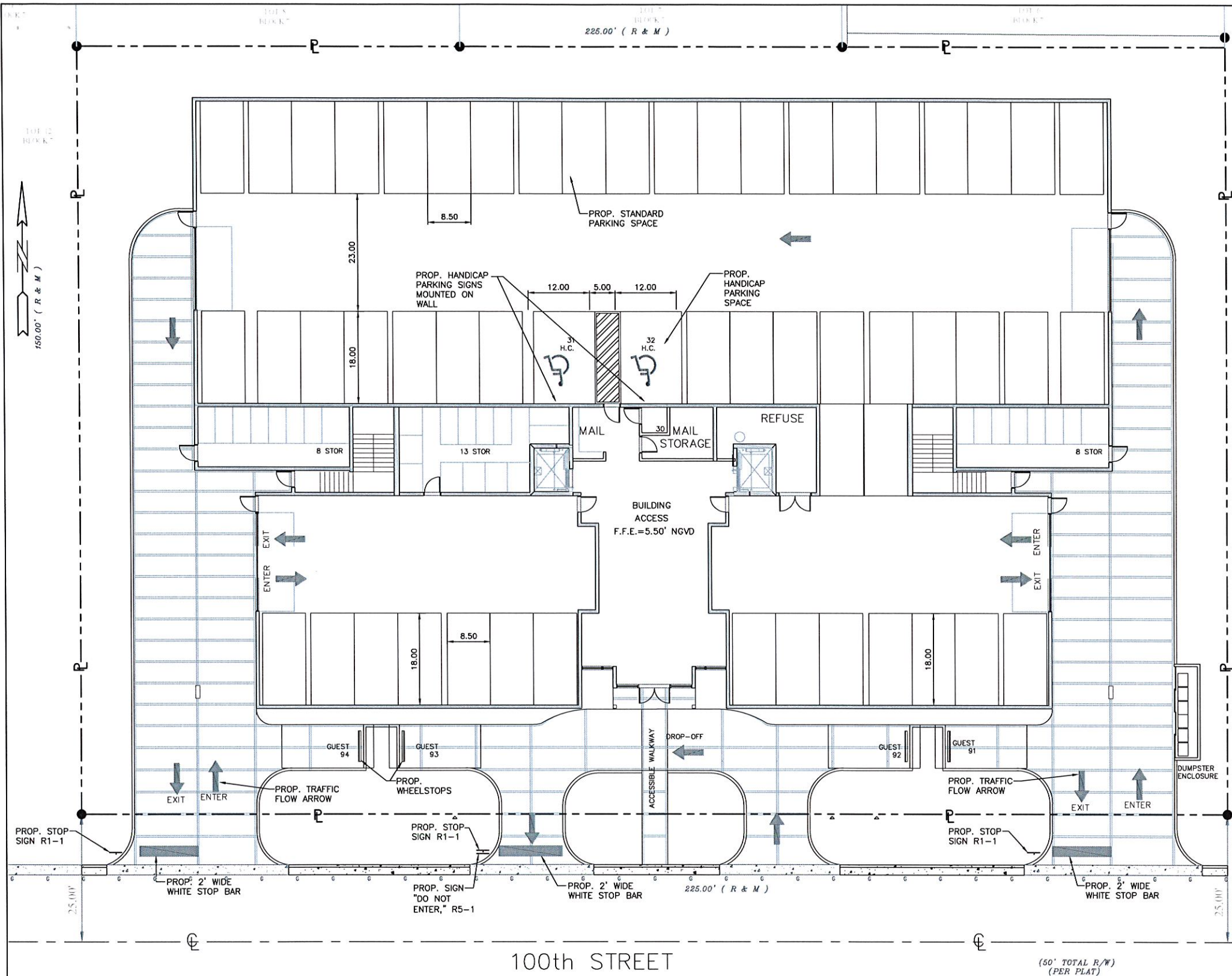
SCALE 1" = 10'-0"

15-65

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

Always call 811 two full business days before you dig

Sunshine811.com



LEGAL DESCRIPTION:
LOTS 13, 14, AND 15, BLOCK 7, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- PROPOSED CONCRETE
- PROPOSED PAVERS
- PROPOSED ELEVATION
- PROPOSED SURFACE FLOW
- PROPOSED WATER METER
- PROPOSED CATCH BASIN
- PROPOSED SIGN (AS INDICATED)
- PROPOSED CLEANOUT
- PROPOSED RPZ BACKFLOW PREVENTER
- PROPOSED PIPING
- EXISTING PIPING AND APPURTENANCES
- EXISTING CATCH BASIN
- EXISTING ELEVATION
- EXISTING WOOD POWER POLE
- EXISTING MANHOLE (AS DESIGNATED)
- EXISTING WATER METER
- EXISTING FENCE

PAVEMENT MARKING AND SIGNAGE PLAN

SCALE 1" = 10'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001484
MARKUS A. FRANKEL
LICENSE NO. AR0007143
PHAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

CIVIL ENG.:
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954) 967-0371 - (954) 367-0373 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.:
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.A.
1101 SW 11 STREET SUITE 201
MIAMI BEACH, FLORIDA 33135
PHONE: 305.441.1000 FAX: 305.441.1001

STRUCTURAL ENG.:
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3086 FAX NO. (305) 940-3073
EB NUMBER: 0007488 PE NO. 35460

MOP ENG.:
J. G. ENGINEERING GROUP P.A.
MIAMI, FLORIDA
3030 NW 75 AVENUE
MIAMI, FLORIDA 33122
(305) 486-8907 FAX (305) 438-9372
E-MAIL: JG@JGENGINEERING.COM
JOSE G. PUGA SR. FLORIDA P.E. # 47817
JOSE G. PUGA JR. FLORIDA P.E. # 48148
HECTOR W. BLAZO FLORIDA P.E. # 56115

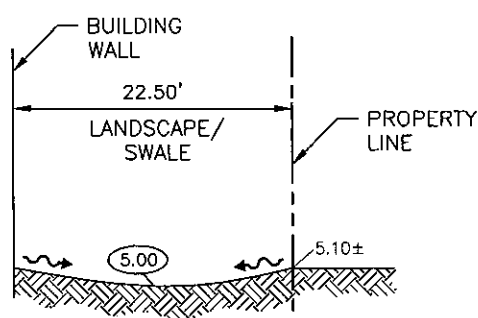
BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

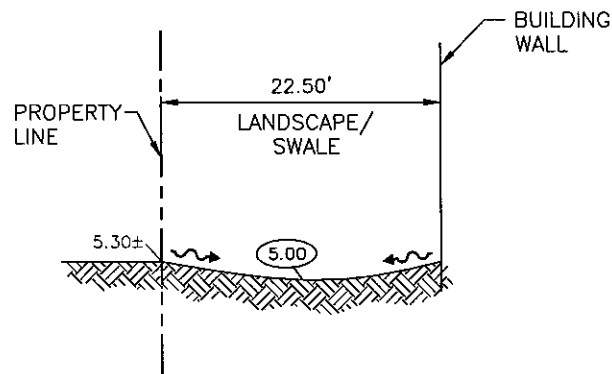
DRAWING TITLE:
PAVEMENT MARKING & SIGNAGE PLAN

SCALE: 1"=10'
DATE: SEPTEMBER 28, 2015
SHEET NUMBER:
C-3

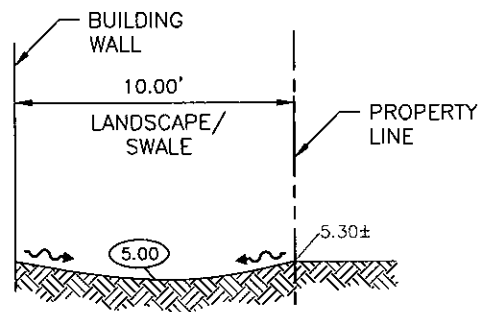
10/15/2015 9:57 AM
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



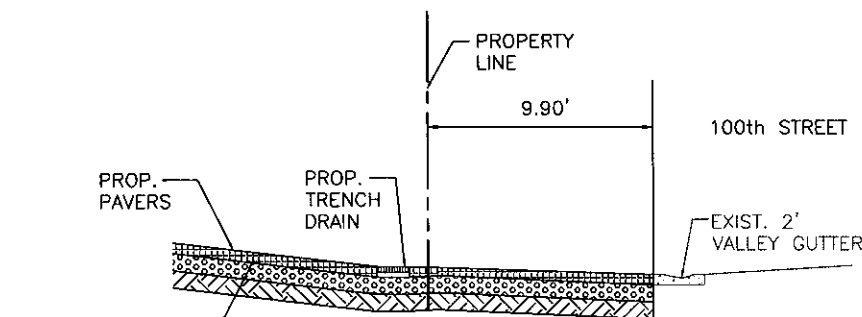
SECTION A-A
N.T.S.



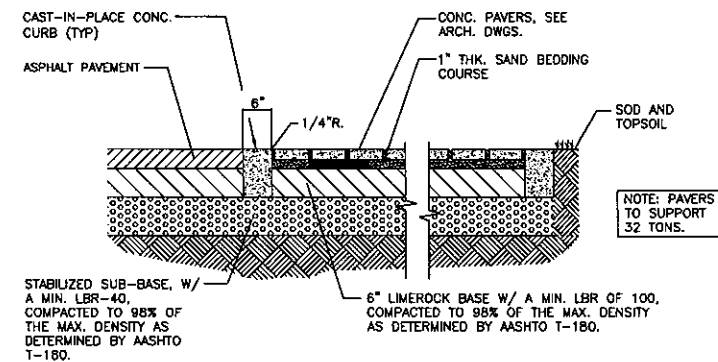
SECTION B-B
N.T.S.



SECTION D-D
N.T.S.



SECTION C-C & SECTION E-E
N.T.S.



PAVER INSTALLATION DETAIL

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AP0007143
ITHA BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER:
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 305.592.2526

DRAWING ENGINEER:
HOLLAND ENGINEERING INC.
Civil Engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(854)367-0371 • (854)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCHITECT:
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTS
ROBERT PARSLEY A.S.A.
1101 S.W. 11TH STREET, SUITE 111
MIAMI, FLORIDA 33135
PH: (305) 351-1111 FAX: (305) 351-1111
WWW.GEOMANTICDESIGNS.COM

STRUCTURAL ENGINEER:
ARBAB ENGINEERING, INC.
CONSULTING ENGINEERS
3363 NE 163 STREET, SUITE 701
NORTH MIAMI BEACH, FLORIDA 33160
PHONE NO. (305) 940-3000 FAX NO. (305) 940-3003
E-MAIL: INFO@ARBABENGINEERING.COM

M.P.E. ENGINEER:
J.C. ENGINEERING GROUP P.A.
MIAMI, FLORIDA 33135
3353 NW 79 AVENUE
MIAMI, FLORIDA 33122
PHONE: (305) 486-8888 FAX: (305) 486-8888
WWW.JCEGROUP.COM

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE	DATE
NO.	REVISION
	DATE
	BY

DRAWING TITLE:
SECTIONS & DETAILS

SCALE:
N.T.S.

DATE:
SEPTEMBER 28, 2015

SHEET NUMBER:
C-4

SECTIONS & DETAILS
SCALE: N.T.S.

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IFRAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

1177 KANE CONCOURSE, SUITE 120
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3665 FAX: (305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER
100 ST DEVELOPMENT LLC
7657 NW 50 STREET
MIAMI, FLORIDA 33166
T. 3055922526

CHA. ENG.
HOLLAND ENGINEERING INC.
civil engineers
3900 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)367-0371 - (954)367-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.
GEOMANTIC DESIGNS, INC.
LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.L.A.
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

STRUCTURAL ENG.

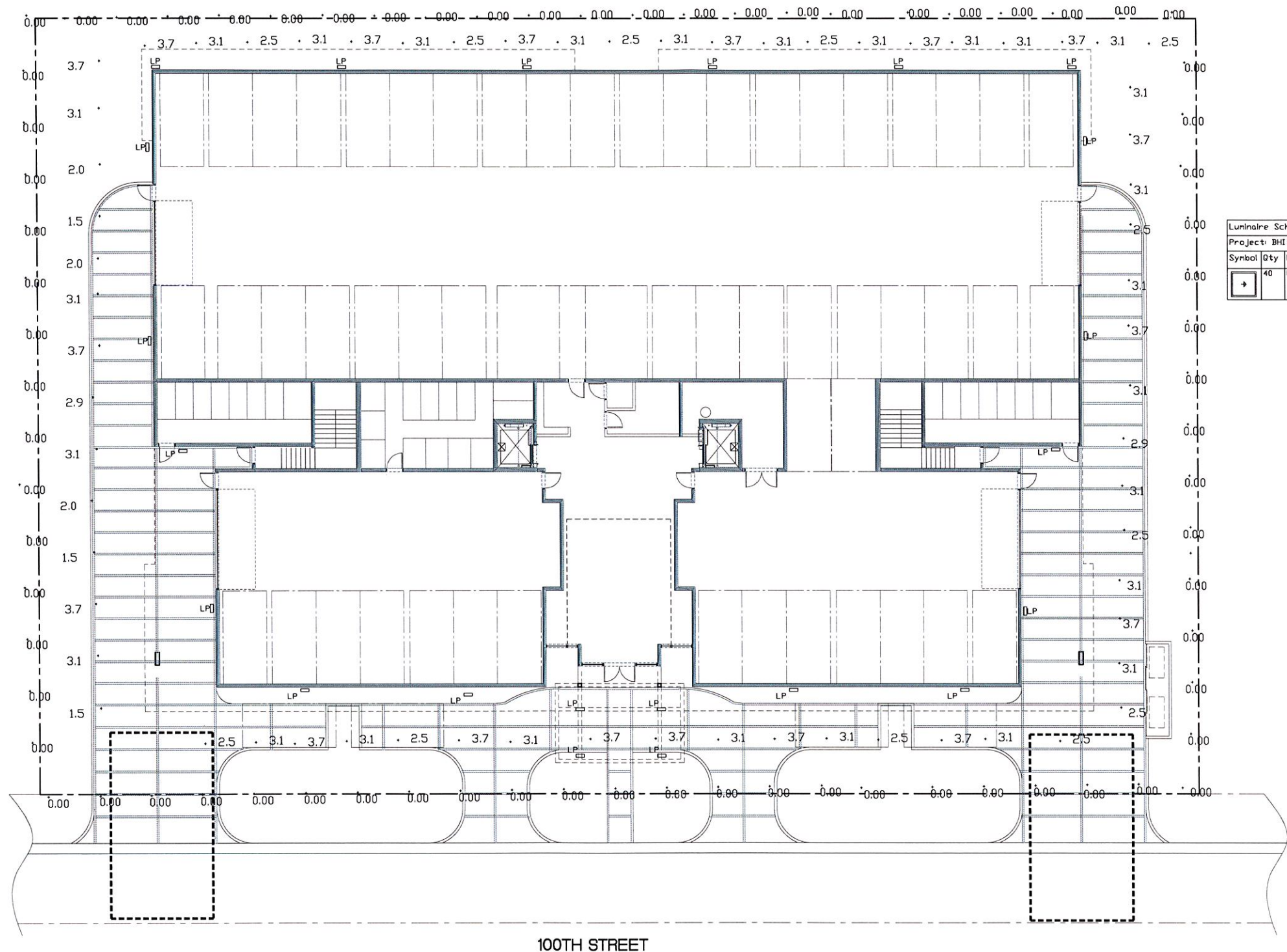
MEP ENG.

BHI TRIPLE LOT
NEW CONDOMINIUM BUILDING
1145-1167 100 STREET
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**LEVEL 1
PHOTOMETRIC PLAN**

SCALE: 3/32" = 1'-0" DATE: OCTOBER 14, 2015
SHEET NUMBER
E-1.01



Luminaire Schedule									
Project: BHI TRIPLE LOT									
Symbol	Qty	Label	Description	Lumens	LLD	LDD	LLF	Lum. Vatts	Total Vatts
+	40	LP	PATH LIGHT TWIN 20WMR16 FL 40 @ 3 FT AFG		1.000	1.000	1.000	0	0

LEVEL 1 FLOOR PLAN
SCALE: 3/32" = 1'-0"



November 1, 2016

Marlene M. Siegel, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

RE: PROPOSED NEW PROJECT ~ 1163-67 100 STREET
Transfer of Development Rights
9260-80 Bay Harbor Terrace ~ Folio #13-2227-001-3130

Dear Mrs. Siegel:

As per you request, below please find a list of repairs needed as required for the Transfer of Development Rights for the above-mentioned property.

BUILDING REPAIRS - None (Well Maintained)

ELECTRICAL REPAIRS - None

MECHANICAL REPAIRS

1. All rooftop A/C units shall be anchored properly (FBC2014)
2. Replace roof access hatches with high wind type (FMC 301.15)
3. Install fall protection railing around roof access openings (FMC 304.11)

PLUMBING REPAIRS

1. Lawn sprinkler irrigation system disconnected - not working properly

This building was build in 1957. The building was re-certified in 1998. In 2007 it was not in the Miami-Dade list. The building will need to be re-certified in 2017.

If you have any further question or comments please feel free to contact me.

Sincerely,

Dale E. Lee, CBO
Chief Building Official
DEL/am

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Town Officials

Linda Karlsson
Town Manager

Ken Cassel
Asst. Manager

Sara M. Casal
Town Clerk

Craig Sherman
Town Attorney

Alan K. Short
Finance Officer



Town Council

Thomas E. Glick
Mayor

Jay Meiselman
Vice Mayor

Council Members

Steven M. Brown
Joseph J. Gardner
Edward M. Tavlin
Robert H. Yaffe
Linda Zilber

January 29, 1998

Maurice Revitz Tr.
1424 N.W. Le June Rd.
Miami, Fla 33126

**LETTER OF BUILDING RECERTIFICATION
IN ACCORDANCE WITH ORDINANCE #75-34
(AMENDED BY ORDINANCE 92-1)**

PROPERTY FOLIO # 13 2227 001 3130

ADDRESS 9260-80 Bay Harbor Terrace Bay Harbor Islands, Fla 33154

Dear Owner:

This Office is in receipt of your Architect/ Engineer structural report by CKE Group dated June 27, 1997 stating that the above referenced building has been examined and found to be structurally safe for its continued occupancy,

Based on acceptance of this report we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Metropolitan Dade County Ordinance No. 75-34 and 92-1, Section 104.9.

The expiration date of this approval, as stated in said Ordinances, is 10 years from 1997. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in Subsection 202.2 of the South Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly, as a guarantee of the safety or any portion of this structure.

However, based on the term stated in the Ordinance 75-34, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for recertification A/E structural report on file with this Office

Yours very truly,

E.W. Reed III
Building Official

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



SCHEDULED INSPECTION REPORT

Permit No:

Owner: SOUTHERN STAR CONDO
Applicant: Ayanidys 305-993-1786
Requested by Jason Stine 404-574-0252
Parcel Address: 9260/ BAY HARBOR TER
Lot(s): 1-2 **9280** **Block:** 17
Project Description: TDR inspection

Phone:**Fax:****Date:****Unit #:**

Inspector: Juan Zuniga
Inspection Type: TDR [mechanical]

Inspection Date: 10/24/2016
Time: :00am

Instructions:**Inspection Checklist:**☒ TDR☐☐ APPROVED☐ RE-INSPECTION☐ REJECTED☐ RE-INSPECTION FEE**Inspector's Comments:**

ALL
FBC 2014 ← ROOF TOP A/C UNITS SHALL BE PROPERLY ANCHORED
FM C 301.15 ← DOWN FOR HIGH WIND VELOCITY ZONE.
← REPLACE ROOF ACCESS HATCHES WITH HIGH WIND
TYPE
FM C 304.11 ← INSTALL FALL PROTECTION RAILING AROUND ROOF
CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION. ACCESS OPENINGS.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER (GUARDS)

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

BN 6255

JB J ZUNIGA 10/24/16

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



SCHEDULED INSPECTION REPORT

Permit No:
Owner: SOUTHERN STAR CONDO
Applicant: Ayanidys 305-993-1786
Requested by Jason Stine 404-574-0252
Parcel Address: 9260 BAY HARBOR TER
Lot(s): 1-2 Block: 17
Project Description: TDR Inspection

Phone:

Fax:

Date:

Unit #:

Inspector: Darrell De Young
Inspection Type: TDR [electrical]

Inspection Date: 10/24/2016
Time: :00am

Instructions: 9260 + 9280 - 5 UNIT EACH

Inspection Checklist:

☒ TDR

☐

☒ APPROVED

☐ RE-INSPECTION

☐ REJECTED

☐ RE-INSPECTION FEE

Inspector's Comments:

BUILDINGS HAVE BOTH LIGHTING AND EMERGENCY LIGHTS
ON WALKWAYS AND STAIRS. - NEW 400 AMP UNDERGROUND
SERVICE TO EACH BUILDING AND METER CENTERS UPGRADED
TO CODE.

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

10/24/16

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



SCHEDULED INSPECTION REPORT

Permit No:

Owner: SOUTHERN STAR CONDO
Applicant: Ayanidys 305-993-1786
Requested by Jason Stine 404-574-0252
Parcel Address: 9260 BAY HARBOR TER
Lot(s): 1-2 Block: 17
Project Description: TDR inspection

Phone:

Fax:

Date:

Unit #:

Inspector: John Lindgren
Inspection Type: TDR [plumbing]

Inspection Date: 10/24/2016
Time: :00am

Instructions:

Inspection Checklist:

☒ TDR☐☒ APPROVED☐ RE-INSPECTION☐ REJECTED☐ RE-INSPECTION FEE

Inspector's Comments:

*Iron
Sprinkler - Irrigation System
disconnected not working*

CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

BN-2257

[Signature] 10/31/16

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



SCHEDULED INSPECTION REPORT

Permit No:

Owner: SOUTHERN STAR CONDO

Applicant: Ayanidys 305-993-1786

Requested by Jason Stine 404-574-0252

Parcel Address: 9260 BAY HARBOR TER

Lot(s): 1-2 **Block:** 17

Project Description: TDR inspection

Phone:

Fax:

Date:

Unit #:

Inspector: Dale Lee

Inspection Type: TDR [building]

Inspection Date: 10/24/2016

Time: :00am

Instructions:**Inspection Checklist:**

☒ TDR

☐

☒ APPROVED

☐ RE-INSPECTION

☐ REJECTED

☐ RE-INSPECTION FEE

Inspector's Comments:

WELL MAINTAINED - NO ^{PROBLEMS} ~~DIFFICULTIES~~ NOTED

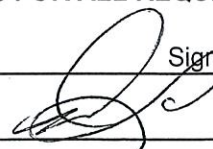
CORRECTIONS MUST BE MADE PRIOR TO REQUEST FOR REINSPECTION.
RE-INSPECTION FEE MUST BE PAID BEFORE RE-SCHEDULING ANOTHER

Note: Removal of this card is illegal and subject to fine.

CALL 305-993-1786 FOR ALL REQUIRED INSPECTIONS

License#

Signature

 10/24/16

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection

Date: October 26, 2016

Property Address: Southern Star Condominium
9260-80 Bay Harbor Drive
Bay Harbor Islands, FL 33154



Front view of the property. No violations observed.



Building 9260- No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit # 1- No violations observed. (1 of 16 units)



Unit # 2- No violations observed. (2 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit # 3- No violation observed. (3 of 16 units)



Unit # 4- No violations observed. (4 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit # 24- No violation observed. (5 of 16 units)



Unit # 23- No violations observed. (6 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit # 22- No violations observed. (7 of 16 units)



Unit # 21- No violations observed. (8 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



9260 rear view- No violations observed.



9260 South side- No violations observed.

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Building 9280- No violations observed.



Unit # 5- No violations observed. (9 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit #6- No violations observed. (10 of 16 units)



Unit # 7- No violations observed. (11 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit #8 – No violations observed. (12 of 16 units)



Unit #28- No violations observed. (13 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit #27- No violations observed. (14 of 16)



Unit # 26- No violations observed. (15 of 16 units)

Town of Bay Harbor Islands Code Compliance Department
TDR Re-inspection



Unit #27- No violations observed. (16 of 16 units)



9280 Rear view- No violations observed.

Town of Bay Harbor Islands Code Compliance Department

TDR Re-inspection



9280 North side- No violations observed.



9280 Front landscape area- The grass appears to be dead.

Sec. 24-16. - Minimum landscape standards.

- (4)[Grass areas.] Except in periods of officially declared drought, grass areas shall be maintained by adequate irrigation so as to remain healthy and present a good appearance. Adequate pest control shall be applied to prevent the spread of cinch bugs or other grass-damaging pests. Grass areas shall be maintained so as to prevent excessive growth and unsightly conditions.

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 15.

ITEM: Approval of Change Orders #2 and #3 in favor of Recreational Design & Construction, Inc. in the amount of \$19,602.77 for a new flood barrier and for the new exterior sign reflecting the name of Morris N. Broad. Enclosed find a copy of the change order and supporting documents.

DESCRIPTION:

The details of the requested change orders are as follows:

Change Order #2 - \$14,950 New Flood Barrier: As part of the Community Center project, some modifications were made to the store front (exterior) of the community center space. In doing so, the existing flood panel for one of the entrances could not be re-used as a result of the modifications. A new flood panel needed to be ordered to meet FEMA requirements.

Change Order #3 - \$4,652.77 - Exterior Sign Modification: This modification to the exterior sign will incorporate the new name of the Community Center: Morris N. Broad Community Center.

No other change orders are anticipated.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The total amount of both change orders is \$19,607.77. An appropriation from General Fund Reserves is required.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Change Orders 2 and 3	Community Center CO#'s 2 and 3.pdf
2.	Flood Panel Picture	Community Center Flood Panel.JPG



PCCO #003

Recreational Design & Construction Inc.
3990 North Powerline Road
Ft. Lauderdale, Florida 33309
Phone: (954) 566-3885
Fax: (954) 566-3335

Project: 015-446 - BAY HARBOR ISLANDS COMM CTR
1165 95 Street
Bay Harbor Islands, Florida 33154

Prime Contract Change Order #003: Exterior Signage Modification

TO:	Town of Bay Harbor Islands 9655 Bay Harbor Terrace Bay Harbor Islands, Florida 33154	FROM:	RDC Design Build 3990 N Powerline Road Fort Lauderdale Florida 33309
DATE CREATED:	9/ 29 /2016	CREATED BY:	Ricardo Pell (RDC Design Build)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Tony Cotter (RDC Design Build)	REVIEWED BY:	
DUE DATE:	09/30 /2016	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	10 days	EXECUTED:	No
CONTRACT FOR:	1:BAY HARBOR ISLANDS COMM CTR Prime Contract	TOTAL AMOUNT:	\$ 4,652.77

DESCRIPTION:

Furnish and provide all labor, material, equipment, engineering, calculations, fabrication, supervision, taxes, insurance and all else necessary to modify the existing exterior signage as directed by The Town of Bay Harbor Islands.
Exterior signage to now be flush mounted to exterior facade and add additional lettering, as required.

ATTACHMENTS:

[Graphplex - Revised Proposal.pdf](#) [Graphplex - Original Proposal.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	Exterior Signage Modification	10 days	4,652.77
TOTAL:			\$ 4,652.77

The original (Contract Sum)	\$ 1,906,874.00
Net change by previously authorized Change Orders	\$ 14,950.00
The contract sum prior to this Change Order was	\$ 1,921,824.00
The contract sum would be changed by this Change Order in the amount of	\$ 4,652.77
The new contract sum including this Change Order will be	\$ 1,926,476.77
The contract time will be increased by this Change Order by 10 days	

David Palomino (STANTEC CONSULTING SERVICES)

13980 COLLECTIONS CENTER DRIVE
CHICAGO Illinois 60693

Town of Bay Harbor Islands

9655 Bay Harbor Terrace
Bay Harbor Islands Florida 33154

RDC Design Build

3990 N Powerline Road
Fort Lauderdale Florida 33309

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



PCCO #002

Recreational Design & Construction Inc.
3990 North Powerline Road
Ft. lauderdale, Florida 33309
Phone: (954) 566-3885
Fax: (954) 566-3335

Project: 015-446 - BAY HARBOR ISLANDS COMM CTR
1165 95 Street
Bay Harbor Islands, Florida 33154

Prime Contract Change Order #002: Existing Floor Barrier Replacement

TO:	Town of Bay Harbor Islands 9655 Bay Harbor Terrace Bay Harbor Islands, Florida 33154	FROM:	RDC Design Build 3990 N Powerline Road Fort Lauderdale Florida 33309
DATE CREATED:	8/ 25 /2016	CREATED BY:	Ricardo Pell (RDC Design Build)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	08/25 /2016
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	5 days	EXECUTED:	No
CONTRACT FOR:	1: BAY HARBOR ISLANDS COMM CTR Prime Contract	TOTAL AMOUNT:	\$ 14,950.00

DESCRIPTION:

Furnish and provide all material, labor, equipment and all else necessary to provide a fully functional and legal FEMA compliant flood barrier system. Replace existing 12' x 5' section removed to accommodate west entrance. Verify complete FEMA flood barrier system, including all hardware and connection points are certified and compliant

ATTACHMENTS:

[DOC160520-007.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	Existing Flood Barrier Replacement	5 days	14,950.00
TOTAL:			\$ 14,950.00

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 1,906,874.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,906,874.00
The contract sum will be increased by this Change Order in the amount of	\$ 14,950.00
The new contract sum including this Change Order will be	\$ 1,921,824.00
The Pending Change Orders sum remaining on this contract	\$ 0.00
The Pending Revised Contract sum is	\$ 1,921,824.00
The contract time will be increased by this Change Order by 5 days	

David Palomino (STANTEC CONSULTING SERVICES)

13980 COLLECTIONS CENTER DRIVE
CHICAGO Illinois 60693

Town of Bay Harbor Islands

9655 Bay Harbor Terrace
Bay Harbor Islands Florida 33154

RDC Design Build

3990 N Powerline Road
Fort Lauderdale Florida 33309

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE
8/21/16



AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 16.

ITEM: Approval of an expenditure in the amount of \$38,281 to Wire Advice for the network/data wiring, data jacks, security cameras, in-ceiling speakers, wiring for the access control system, wiring for the projector system, wiring for all the TV's and computers, and the electronic black out shades for the community center. Enclosed find a copy of the cost estimates.

DESCRIPTION:

The attached proposal from Wire Advice includes:

- Network and data wiring for the community center and library space
- Security cameras
- In ceiling speakers
- Wiring for the access control system
- Wiring for TV's and Computers
- Wiring for projector system
- Electronic black out shades

This company, Wire Advice, was selected for their ability to perform the work properly and quickly without causing any delays to the contractor. This work had to be done prior to the walls/ceiling being installed.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item requires an appropriation of \$38,281 from General Fund reserves.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Wire Advice Proposal	Estimate 1215 from WireAdvice Inc.pdf
----	----------------------	---------------------------------------

2520 Coral Way
Suite 2-188
US
(954) 394-6724
info@wireadvice.com
http://WIREADVICE.COM



ADDRESS
BAY HARBOR ISLANDS

SHIP TO
COMMUNITY CENTER

ESTIMATE # 1215
DATE 06/27/2016

PROJECT
LOW VOLTAGE

ACTIVITY	QTY	AMOUNT
DATA P-PANEL 48-SH ORTRONICS CATEGORY 6 / 48 PORTS PATCH PANEL - SHIELDED	2	0.00
MISC J-HOOKS J-HOOKS WIRING	50	0.00
MISC ZIP TIES PLENUM ZIP TIES	100	0.00
DATA CAT-6 PL/SH WIRE HIGHEST STANDARD ETHERNET WIRE, PLENUM AND SHIELDED CAT 6 CABLE (MIAMI DADE)	80	14,000.00
DATA CAT-6 ST-JACK ORTRONICS - CATEGORY 6 STANDARD JACK (MIAMI DADE)	80	0.00
DATA FACE PLATE 2P ORTRONICS 1-2 -3 AND 4 PORTS FACE PLATE (MIAMI DADE)	30	0.00
AV COAX COAXIAL SHIELDED CABLE (MIAMI DADE) - BHI	4	700.00
AV COAX TERMINAL (MIAMI DADE) - BHI	8	0.00
DATA P-PANEL 48-SH MIDDLE ATLANTIC, CATEGORY 5/ 48 PORTS PATCH PANEL - SHIELDED -BHI-	1	0.00
DATA CAT 5E PLENUM HONEYWELL NETWORK CABLE, CATEGORY 5E FOR PC'S, PHONES, TV'S, ACCESS POINTS, SECURITY CAMERAS	8	1,400.00
DATA JACK CTA 5E LEVINTON OUTLET, CATEGORY 5E	30	0.00
CCTV CAM IP 360 360° MPIX, PANORAMIC CAMERA, DAY AND NIGTH	4	0.00
AV SPEAKER INCEILING BACK GROUND MUSIC STEREO SPEAKER	10	0.00
AV 16-4 PLENUM 16-4 Honeywell audio cable, shielded cable to warranted the fidelity audio quality.	16	2,800.00

ACTIVITY	QTY	AMOUNT
AV SPEAKER INCEILING MEDIA ROOM HIGH DEFINITION, AV INCEILING SPEAKER	5	0.00
AV WIRE 16-2 PLENUM HONEYWELL AV STEREO SPEAKER WIRE	5	0.00
ACTRL WIRE 22-6 SHIELD PLENUM WIRING DOOR ACCESS CONTROL SECURITY SYSTEM READERS	8	0.00
ACTRL WIRE 22-6 WIRING -DOOR ACCES CONTROL SECURITY SYSTEM PERIPHERALS, LOCKS, MOTION MOTION SENSORS	4	0.00
AV CAT5E FEEDER AND RESERVE WIRING FOR AT&T FIBER	4	0.00
DATA LABEL LABELING ACRYLIC TAPE SHIELDED, CAT 6, CAT 5, COAXIAL , SECURITY PERIPHERALS WIRING, -JACKS, FACE PLATES, PATCH PANEL AND DEVICES.	400	0.00
MISC ANCHORS MISCELLANEOUS ANCHORS	20	0.00
EMT 3/4 EMT CONDUIT	30	4,950.00
BUSHING EMT BUSHING	200	900.00
EMT TERMINAL EMT JUNTION BOX TERMINAL	60	261.00
LABOR INSTALLATION INSTALLATION AND SETUP	1	8,500.00
OVERHEAD OVERHEAD AND PROFIT 10%	1	3,480.00
SUPP J BOX DOUBLE METAL DOUBLE GANG METAL JUNCTION BOX	5	1,290.00

NOTE 1: CHANGE ORDERS, ITEMS NON DESCRIBED AND LOCAL
CITY CODES WILL VARY THIS QUOTE.
NOTE 2: WIREADVICE WILL PROTECT THE CUSTOMER, WITH
LIABILITY INSURANCE, ADITONAL LIABILITY, WORKERS COMP
AND LEGAL LICENSE.

TOTAL

\$38,281.00

Accepted By

Accepted Date

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 17.

ITEM: Discussion and approval of the Request for Proposals for Solid Waste and Recycling Collection Services. The current contract with Waste Management expires in March 2017. Enclosed find a copy RFP.

DESCRIPTION:

The Town's current contract with Waste Management expires in March 2017. The attached RFP is present to the Town Council for your review and approval. Currently the Town offers rear/side yard collection 3 days per week and recycling 2 days per week. In addition, the Town also offers weekly bulk trash pickup. If the Council requests any changes in service, they will be incorporated to this RFP prior to advertising.

The current contract with Waste Management expires in March 2017.

RECOMMENDED ACTION:

Approval for Request for Proposal

FINANCIAL ANALYSIS:

There is no fiscal impact with the approval of this item.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Solid Waste RFP	2017 Solid Waste RFP.rtf
----	-----------------	--------------------------

Town of Bay Harbor Islands
Request for Proposals



COLLECTION, TRANSPORTATION AND
DISPOSAL OF SOLID WASTE
FOR THE TOWN OF BAY HARBOR ISLANDS, FLORIDA

Proposal submission requirements and
informational material proposal package

November 2016

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154
Telephone No. (305) 866-6241
Facsimile No. (305) 866-4863

**TOWN OF BAY HARBOR
ISLANDS
REQUEST FOR PROPOSAL**

Table of Contents

Public Notice	5
---------------------	---

SECTION I. General Information

A.	Legislative Authority.....	6
B.	Proposal Submission Date	6
C.	Proposal Package Content	6
D.	Agreement with Town of Bay Harbor Islands	7
E.	Pre-Proposal Conference	7
F.	Time Schedule	7, 8
G.	Expense of Proposal	8
H.	Irrevocable Offer.....	8
I.	Collusion	8, 9
J.	Right to Waive Informality	9
K.	Proposals Open to the Public	9
L.	Non Assignment	9
M.	Non Discrimination	9
N.	Options Reserved by the Town of Bay Harbor Islands.....	9, 10
O.	Questions	10
P.	Cone of Silence.....	10

SECTION II. Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors

A.	Technical Qualifications.....	11, 12
B.	Criminal History and Disclosures	12
C.	Financial Qualifications	12, 13

SECTION III. Required Services Description and Specifications

A.	Background	14
B.	Geographic Scope	14
C.	Types of Waste	14
D.	Specifications.	14, 15, 16, 17
E.	Time of Collection	17
F.	Quantity of Waste Generated; Quality and Scope	17, 18
G.	Supervision and Access	18
H.	Permits	18
I.	Community Outreach	18
J.	Hurricane Plan	19

SECTION IV. Proposal Submission and Bidding Requirements

A.	Mailing Instructions and Submission Deadlines	20
B.	Proposal Outline	20, 21, 22

SECTION V. Proposal Evaluation Criteria and Election/Award Process

A.	Review of Proposals	23
B.	Evaluation of Proposals	23
C.	Award of Contract	23

ATTACHMENTS

"A"	Section 287-133(3) Statement
"B"	Map of Bay Harbor Islands and Collection Schedule
"C"	Prospective Contractor Warranties and Representations
"D"	Proposed Schedule of Prices
"E"	Cone of Silence (County Code Provision)

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154**

PUBLIC NOTICE AND ADVERTISEMENT

REQUEST FOR PROPOSAL

Sealed proposals for the collection, transportation, and disposal of solid waste for the residential and commercial properties of the Town of Bay Harbor Islands will be received by the Town of Bay Harbor Islands, at 2:00 p.m. on Wednesday the 31st day of January, 2017, at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

The Town will accept proposals from any and all qualified Prospective Contractors for the collection, transportation, and disposal of solid waste, garbage, yard trash, recyclable materials, bulk trash, and white goods for the Town's single family, multifamily and business districts ("Proposals"). A full information package ("Proposal Package") is available at Town Hall.

Prospective Contractors shall be required to submit, with their Proposal, a copy of the appropriate permit or license issued by Miami-Dade County, authorizing the Contractor to perform the proposed work.

The Successful Prospective Contractor shall be required to execute an Agreement with the Town consistent with its Proposal and with any additional terms that may be agreed upon as conditions for selection. A Performance Bond for the full amount of the Agreement shall be required to assure the Contractor's performance.

All Prospective Contractors shall attend a pre-proposal conference as part of the qualification process to be held at the Town of Bay Harbor Islands, Town Hall Conference Room (2nd Floor), at 10:00 a.m., on Tuesday, January 17, 2017.

Public notice is hereby given that the RFP process is subject to a "Cone of Silence," pursuant to Miami-Dade County Code Section 2-11.1(t)(1). The Cone of Silence generally prohibits or restricts communications between the Proponents and the Town concerning the RFP from the time of advertisement of the RFP until the beginning of the Town Council meeting at which the Town Manager makes a written recommendation to the Town Council concerning this transaction. A copy of Miami-Dade County Code's Cone of Silence provision is attached to this RFP as Attachment "E".

The Town reserves the right to select the Proposal that best serves the needs of the Town and that meets health, safety, and welfare requirements as determined by the Town. The Town reserves the right to waive any informality in any Proposal, and the Town Manager may reject any or all proposals. For information and questions regarding this notice please contact J.C. Jimenez, Assistant Town Manager, at (305) 866-6241.

SECTION I

GENERAL INFORMATION

A. Legislative Authority

As per the procedures established by the Town Charter the Town Manager is authorized to issue this Request for Proposal ("RFP").

The RFP for the performance of the services being requested hereunder has been deemed to be consistent with Chapter 15, Miami-Dade County Code and the selected contractor shall comply with the applicable County Code provisions.

B. Proposal Submission Date

Sealed Proposals from any and all Prospective Contractors qualified to provide solid waste services for the Town of Bay Harbor Islands will be received by the Town Manager, by 2:00 p.m. on Wednesday the 30th day of January, 2008, at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

C. Proposal Package Content

Compliance with the RFP is mandatory as a condition for participation. Failure or unwillingness by Prospective Contractors to comply with any of the requirements of the RFP as set forth in this Proposal Package, or failure to supply all of the information requested herein shall constitute singly or severally, a sufficient basis for the Town to disqualify the Prospective Contractor's response to the RFP from consideration by the Town.

This **Proposal** Package has been organized to provide guidance and facilitate a response to the RFP. As such, it contains information concerning the following subjects:

- SECTION I General Information
- SECTION II Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors
- SECTION III Description and Specifications for the Required Services
- SECTION IV Proposal Submission and Pricing Requirements
- SECTION V Proposal Evaluation Criteria and Selection/Award Process
- ATTACHMENTS

D. Agreement with the Town of Bay Harbor Islands

The successful Prospective Contractor shall execute an Agreement with the Town incorporating the requirements, terms and conditions of the RFP. The Agreement shall be in a form and substance approved by the Town Attorney as to form and legal sufficiency.

The only changes or deviations from the RFP shall be those that may result from final negotiations with the selected Contractor, unanticipated force majeure situations or matters that must be addressed to insure compliance with legislative or legal intents and imperatives.

The Agreement shall be for an initial term of five years, with options for the Town's benefit for two additional consecutive terms of two years each under the same terms and conditions.

The renewal options shall be automatic unless the Town gives written notice to the Contractor of non-renewal, no less than 90 days prior to the end of the initial five-year term or 90 days prior to the end of the first two-year additional term.

The RFP does not represent the actual Agreement to be executed between the parties.

The Agreement shall incorporate the RFP by reference and the Proposal selected by the Town, as approved by the Town Council.

In the event conflicting information, terms, or any items regarding the rights or responsibilities of the parties appear between the RFP, Proposal and the Agreement, the Agreement shall prevail.

E. Pre-Proposal Conference

All Prospective Contractors shall attend a pre-proposal conference as part of the Prospective Contractor qualification process. The pre-proposal conference will be held at the Town of Bay Harbor Islands, Town Hall Conference Room (2nd Floor) at 10:00 a.m. on Tuesday, January 15, 2008.

F. Time Schedule

Preliminary time schedule for selection process and contract approval:

- | | |
|---|-------------------|
| • Advertisement of Public Notice: | December 13, 2016 |
| • Pre-proposal conference: | January 17, 2017 |
| • Deadline for receipt of sealed Proposals: | January 31, 2017 |

The above schedule is preliminary and shall remain subject to change at the discretion of the Town Manager. All Prospective Contractors who have obtained Proposal Packages and who have registered with the Town their interest in responding the RFP will be advised in writing of any changes in the Schedule.

G. Expense of Proposal

All expenses involved with the submission of Proposals to the Town shall be borne solely by the Prospective Contractor.

H. Irrevocable Offer

Any Proposal submitted in response to the RFP shall be secured with a deposit in the form of a certified check to the order of the Town of Bay Harbor Islands. Said check shall accompany the Proposal and shall be in an amount equal to 10% of the proposed Agreement price offered for the first year of operations. The Town will deposit the checks and hold the funds in escrow until the Town Council authorizes execution of the Agreement with the Successful Prospective Contractor.

A Proposal may be withdrawn prior to the day for submission of bids. Any Proposal not so withdrawn shall constitute an irrevocable offer deemed valid for a period of 90 days.

I. Collusion

In responding to the RFP, Prospective Contractors shall certify that they have not divulged to, discussed with or compared their respective proposals with any other Prospective Contractor submitting Proposals or any other parties whatsoever. Prospective Contractors agree to certify, and in the case of a joint Proposal each party thereto shall certify, as follows in connection with their Proposal:

1. Any prices or cost data submitted and any matter relating to the prices or cost data has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Prospective Contractor or with any competitor;
2. Any prices or cost data quoted in the Proposal has not been knowingly disclosed and will not be knowingly disclosed by the Prospective Contractor prior to the scheduled Proposal opening, either directly or indirectly, to any other Prospective Contractor or to any competitor;
3. No attempt has been made or will be made by the Prospective Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;

4. The only person(s) interested in the RFP as principal(s) is (are) named in the Proposal, and no person other than those mentioned, has any interest in the Proposal or in the Agreement to be entered into or in any brokerage or contingent fee arrangements.

J. Right To Waive Informality

The Town reserves the right to waive any informality in any Proposal and the Town Manager may reject any or all Proposals.

K. Proposals Open to the Public

Prospective Contractors are hereby notified that all information submitted as part of, or in support of, their Proposals will be available for public inspection in compliance with Chapters 119 and 286, Florida Statutes.

L. Non Assignment

Prospective Contractors shall not assign, transfer, convey or otherwise hypothecate any interest, rights, duties or obligations they will have in connection with their Proposal, nor any that they will acquire under the Agreement to be awarded, without the prior written consent of the Town. The Town may, at its option, disqualify the Contractor or, as the case may be, terminate the Agreement immediately upon notice of such unauthorized action by the Contractor.

M. Non Discrimination

Prospective Contractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of the employment or any matter directly or indirectly related to employment because of age, sex or physical handicap (except where based on bona fide occupational qualifications) or because of race, color, religion, national origin, ancestry or sexual orientation.

N. Options Reserved by the Town of Bay Harbor Islands

The Town reserves and holds at its sole discretion the right and option to award an Agreement for solid waste services in the Town.

The Town Manager will report to the Town Council on the selection of a Contractor and on an Agreement between the Town and the Contractor for the solid waste services, reserving and holding at the Town's sole discretion the following rights and options:

1. To issue addenda/clarification to the RFP;
2. To reject or accept any and all Proposals;
3. To issue subsequent RFP's;

4. To enter into contract or Agreement negotiations; and
5. To waive technicalities.

O. Questions

Requests for questions and clarification regarding the RFP shall be submitted in writing to J.C. Jimenez, Assistant Town Manager at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. Interpretations or clarifications considered necessary by the Town Manager in response to such questions will be issued by means of addenda mailed or delivered by facsimile to all parties known by the Town as having received the RFP. Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event questions or clarifications require changes in the form and/or substance of the RFP or of the Agreement, Prospective Contractors are advised that the day which is ten days before the Proposal opening, has been established as the "Cut-Off" date beyond which no changes will be considered.

P. Cone of Silence

Pursuant to subsection (t) (1) of Section 2-11.1, Conflict of Interest and Code of Ethics Ordinance of the Miami-Dade County Code, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the Town Manager makes his written recommendation to the Town Council. The Cone of Silence generally prohibits any communication regarding this RFP between Proponents and their agents and the Town. The details of the Cone of Silence and the permitted exceptions to the Cone of Silence are set forth in subsection (t) (1) of Sec. 2-11.1 of the County Code. In reading that subsection, Proponents are advised that all references to County personnel or boards, as used therein, are construed to mean Town personnel or boards as required by Sec. 2-11.1(a) of the Miami-Dade County Code. Please contact the Town Attorney for any questions concerning the Cone of Silence. The Cone of Silence shall apply to this RFP.

Generally, except for public hearings and scheduled presentations, contact with the Town regarding this RFP or any aspect of a bid by a Proponent or any representative of a Proponent shall be limited to written communications until such time as a successful Contractor is selected by the Council. All questions or requests for additional information must be asked and answered in writing by certified mail. The request must contain the RFP title, Proponent's name, contact person name, address, phone number, and fax number. The Town will respond within 5 days. Any responses to such timely questions or requests shall be furnished to all Proponents of record in the form of an addendum to this RFP.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or Proponent shall render any RFP award or bid award to said bidder or Proponent voidable by the Town Council and/or Town Manager.

SECTION II.

PROSPECTIVE CONTRACTOR QUALIFICATIONS AND SUBMISSION REQUIREMENTS RELATED TO THE QUALIFICATION OF PROSPECTIVE CONTRACTORS

Prospective Contractor qualifications and related submission requirements address the following three areas of concern:

- Technical qualifications of Prospective Contractors, including experience and capacity to perform the services as required by the RFP and Agreement and as specified in the Proposal.
- Absence of Criminal History and related disclosures.
- Financial Qualifications of Prospective Contractor.

A. Technical Qualifications

The Town is seeking Proposals from established businesses that can demonstrate their ability to provide the solid waste services described in the RFP.

Prospective Contractors shall be required to submit with their Proposals a copy of the appropriate permit or license issued by Miami-Dade County, which authorizes the Prospective Contractor to perform the proposed services. Prospective Contractors shall furnish evidence of proper license(s) and the ability to secure permits as required by government regulations.

Preference will be given to those firms with a proven record in the field of solid waste management. To this end, Prospective Contractors are required to provide a record of prior experience including the name(s) of prior or current client entities, scope of work, time frame of when services were or are being rendered, and references regarding quality of performance.

Prospective Contractors are expected to submit a complete description of the Prospective Contractor's organizational structure and how this organizational structure will be supplemented or modified if the Proposal is selected.

Prospective Contractors shall describe experience relevant to this project by providing a reference list of governmental, institutional or private entities having contracted or currently contracting with the Prospective Contractor for similar projects, including the following information:

- Title and brief description of each project
- Client and a contact name, address, and telephone number
- Start date and duration of project
- Nature of work involved (including number of customers)
- Total quality of solid waste handled

- Total cost
- Degree of implementation accomplished

Prospective Contractors shall submit the resumes of all supervisory personnel who will be involved in any aspect of performance under the Agreement.

B. Criminal History and Disclosures

The Town is seeking Proposals from firms, individuals, and individuals within firms submitting Proposals that have maintained a record free from criminal or other prejudicial activities. To this end, Contractors shall provide a Section 287.133(3)(a), Statement in the form included as Attachment "A", as well as such other information which may be requested by the Town regarding this issue.

C. Financial Qualifications

The financial strength and capability of each Prospective Contractor is an important matter for the Town and therefore one that figures prominently in the evaluation of Proposals. Prospective Contractors must submit the following:

- **Financial Statements**

Prospective Contractors shall submit financial statements to be analyzed by the Town as part of the qualification process. Such statements and any related information such as credit standing, credit history, cash position (i.e., liquidity), and long term debt shall be audited if possible or, at a minimum, shall include a compilation of financial information prepared by a Certified Public Accountant.

- **Subsidiaries**

Individuals as well as corporate or other business entities and/or their subsidiaries may submit a Proposal. In the event the Town deems the financial qualifications or capacity to perform the scope of work to be inadequate in cases where the Proposed Contractor is a subsidiary of a better financially endowed parent entity, the full faith and credit of the parent entity shall be pledged.

- **Performance Bond**

Prospective Contractors shall provide reasonable assurance, such as a commitment letter or similar document from a surety company that the requirements in the RFP with respect to performance bonding can and shall be satisfied.

- **Insurance and Indemnification**

Prospective Contractors shall be required to indemnify the Town and provide reasonable assurances such as a letter of intent or the like from qualified insurers that the insurance requirements specified below can be satisfied.

The successful Prospective Contractor shall indemnify and hold harmless the Town, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor's performance or non-performance under the Agreement, and from all actions of Contractor's employees in the course of carrying out any business related to the Agreement.

The successful Prospective Contractor shall maintain during the term of the Agreement the following insurance coverage:

- (a) Public Liability insurance on a comprehensive basis not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The Town shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this Agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Town at least 30 days prior to the effective date of cancellation or modification.

SECTION III.

REQUIRED SERVICES **DESCRIPTION AND SPECIFICATIONS**

A. Background

The Town of Bay Harbor Islands is a Municipal Corporation of the State of Florida, Miami-Dade County, encompassing about .5 square miles.

The total population approximates 5,200, including seasonal inhabitants from November through April.

The population is housed in approximately 3,028 housing units, including approximately 308 single family dwellings, 2,720 multi-family condominium, cooperative apartments and smaller scale multi-family apartments.

In addition to the residential component of the Town, the Town currently services 30 commercial customers. The Town currently provides daily pickup to approximately 5 restaurants. As per the Town Code, the Contractor will bill the Town separately for these 5 accounts.

B. Geographic Scope

The primary purpose of the RFP is to solicit proposals for the collection and disposal of solid waste from all of the Town's single family homes, multi-family homes, and commercial district, generally identified on the map of the Town included herewith as Attachment "B". Contractor shall also be responsible for the collection and disposal of solid waste from Town government owned, occupied, or operated property and facilities, including, but not limited to the Town Hall.

C. Types of Waste

The types of waste described in this RFP shall be defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

D. Specifications of Services

- **Included and Excluded Waste**

For the purpose of this RFP, the term "Solid Waste Services" shall include the collection, transportation, and disposal of solid waste, bulk trash, white goods, yard trash, and garbage. These terms are defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

Excluded from Solid Waste Services are the collection, transportation, and disposal of Prohibited Waste, Special Waste, Hazardous Waste, Bio-hazardous Waste, and Construction Debris. These terms are defined as commonly used in the municipal solid waste industry and may be further defined in the Agreement.

- **Garbage and Yard Trash**

Proposals shall provide a bid to provide sideyard/backyard pickup, as is currently provided by the Town as detailed in Attachment "B". The Town has implemented a uniform 95 Gallon Container program in which each customer has purchased a new 95 gallon container from the Town with a stamp of the Town's logo.

- **Bulk Trash**

The Town currently provides bulk trash pickup on a once a week basis. Contractors shall provide curbside pickup, transportation and disposal service of unlimited bulk trash, including white goods, from each residential customer in accordance with the following four (4) options to be priced in the Prospective Contractor's Proposal:

1. Once a week
2. Twice a month
3. Once a month
4. As an alternative to the above options, Prospective Contractors are asked to provide a new, cost-effective alternative schedule and method for bulk trash collections, which would service the best interests of the Town and the customers.

Prospective Contractors are encouraged to provide other cost-effective alternative schedules for bulk trash collection which would serve the best interests of the Town and the customers.

Under the third option identified above, bulk trash shall be collected on a day identified by the Prospective Contractor during the third week of the month.

In all cases, Contractors shall be required to furnish in writing a bulk trash collection schedule for each year of the entire five year term of the Agreement to each customer in a form suitable for easy periodic reference by customers.

- **Recyclable Material**

Contractor shall provide recycling services to each customer twice per week.

The Town shall purchase and distribute two "milk crate" style recycling containers, of approximately 12 gallons each, to each residential property in the Town. One recycling container shall be for newspaper, and the other recycling container shall be for commingled Recyclable Material consisting of glass, plastic, and ferrous and aluminum cans. The newspaper recycling container is green and the commingled recycling container is blue.

In the event that a customer's recycling are greater than what the Town provided containers allow, the Contractor shall provide at its sole cost, one set of 95 gallon recycling containers to those customer's upon the request of the Town.

Along with Recyclable Materials listed above, the Contractor shall provide a proposal for the recycling of household alkaline batteries including but not limited to the following sizes; AA, AAA, 9 Volt, C, D. The proposal shall include the days and the requirements for this service.

Contractor shall develop its recycling routes. The Contractor shall be responsible for counting the number of recycling customers and shall provide to the Town a route map with the customer count. This information shall serve as the initial count of customers in the program.

Any new customer which results from construction, occupancy of a residential property which was unoccupied during initial year of the recycling program or expansion of the Town Service Area shall receive one set of recycling containers from the Town at the Town's cost and shall be included in the recycling program within 21 days of notice to Contractor by the Town.

The ownership of the containers purchased and distributed by the Town shall be, and remain with, the Town. Ownership of specialized containers shall remain with the Town.

- **Town Collections**

Garbage, solid waste, yard trash, recycling material, bulk trash, and white goods shall be collected from Town Facilities at no additional charge to the Town three times each week.

E. Time of Collection for all Properties (Residential / Commercial Properties and Town Facilities)

The time period during which collection is authorized by the Town shall begin no earlier than 8:00 a.m. and shall end no later than 5:00 p.m. Collection can occur only on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday. The Contractor must notify the Town when, due to man-made or natural disaster, collection will be prevented or altered. The Contractor will deduct the charge for the missed day(s) in the next billing.

Prospective Contractors shall furnish to the Town as part of their Proposal a schedule for all collections, specifying the days of the week for the various types of waste. The map in Attachment "B" indicates the current schedule. Prospective Contractors may, but are not obligated to, base their schedule on that shown in Attachment "B".

The Contractor shall be responsible for the disposal of the garbage, solid waste, yard trash, white goods, and bulk waste collected at an approved Solid Waste Disposal Facility (the "SWDF") and for the transportation of same to the facility.

In the event that, at any time, the Miami-Dade County Code or Interlocal Agreement between the Town and County mandates the use of a specific SWDF, the Contractor shall comply with that requirement.

F. Quantity of Waste Generated, Quality and Scope

The Agreement for Solid Waste Services for Town of Bay Harbor Islands shall provide that the tonnage or the amount of waste to be collected, transported and disposed of is unlimited.

The Contractor shall furnish all necessary personnel, materials, equipment, labor, and facilities necessary to perform all work as defined in the RFP and the Agreement.

The Contractor shall be responsible for the professional quality of work performed and completion of work on a daily schedule. The Contractor shall, without additional compensation, correct or revise any errors, omissions or deficiencies in service.

All waste collected shall be disposed of in accordance with all Federal, State, and Local laws and regulations.

G. Supervision and Access

The Contractor shall, within ten days of execution of the Agreement with the Town, designate in writing to the Town Manager the person who shall be in charge of supervising the operation ("Responsible Person"). The Responsible Person shall be available during work days and weekends, in the event of an emergency, and shall provide a home and pager and cellular telephone number to the Town Manager. Availability of communication by and between the Town and the Contractor shall be unencumbered 24 hours a day. For purposes of this availability, the Contractor shall be responsible for maintaining state-of-art communication technology capabilities.

H. Permits

The Contractor shall obtain and maintain current, all licenses, permits, and inspections required for performance under the Agreement and shall comply with all applicable laws, ordinances, and regulations mandated by Federal, State, and/or Local governments regarding the proper collection and disposal of Solid Waste.

I. Community Outreach

In an effort to educate residents and ensure program success of the Town's solid waste and recycling programs, the Town of Bay Harbor Islands will be publishing a Resident Guide detailing all of the information associated with these programs. At the request of the Town, the Contractor shall partially sponsor the publication of this Guide in an amount not to exceed \$1,000. In the event that the Resident Guide is not published, the Contractor shall, at Contractor's sole cost, publish an annual Newsletter, providing customers with information concerning a wide range of solid waste management topics designed to facilitate collection, transportation and disposal of solid waste as well as to produce savings in the performance of Contractor's services. In addition to the Resident Guide, the Town may create an Annual Earth Day Event to promote the preservation of the earth's environment. At the request of the Town, the Contractor shall provide, at its sole cost, a roll-off container or any other appropriate substitute on the day of the event in which residents may dispose of household electronic equipment. At the completion of the event, the Contractor shall transport said container and dispose of all discarded items at an appropriate recycling center.

J. Hurricane Plan

As part of their contractual obligations, Contractors shall provide a "Hurricane Plan" that shall address the following items:

1. Instructions to residents during hurricane watch stage;
2. Recyclable Materials;
3. Pickup Service;
4. Pruning and trimming of vegetation;
5. Bulky waste; and
6. Equipment management.

The Hurricane Plan shall address each of the above referenced items and shall explain how the provision of each service shall be accomplished during each emergency stage including, but not limited to, hurricane watch, hurricane warning, response and recovery. All proposals shall include a summary response to each item enumerated above.

For the purpose of the RFP, the Hurricane Plan shall apply not only to hurricanes but to all events declared emergencies by the Town.

In case of severe weather which may create a danger to Contractor's employees or the public, the Town Manager may grant Contractor the right to temporarily to vary from the regular schedule. In the case of severe weather or emergencies where it is necessary for Contractor to acquire additional collection vehicles and to hire extra crews to clear the Town of debris resulting from the severe weather ("Emergency Collections"), Contractor shall be required to cooperate with the Town on a priority basis in all possible ways for the efficient and rapid clean-up of the Town. Such cooperation shall include undertaking steps necessary for an appropriate response to the emergency, including assistance to the Town at the Town Manager's request for extra collections both before and after the emergency.

Contractor shall receive extra compensation above that set forth in the Agreement for Emergency Collections, provided Contractor has first secured prior written authorization from the Town Manager based on rates jointly agreed to by the Town Manager and Contractor. The extent of such extra compensation shall be limited to amounts approved for payment or reimbursement by FEMA. The Town may contract with other firms or units of government to provide the emergency collections. As soon as practical after severe weather or an emergency, Contractor shall advise the Town Manager and customers of the estimated time required before regular schedules can be resumed.

SECTION IV.

PROPOSAL SUBMISSION AND PRICING REQUIREMENTS

Mailing Instructions and Submission Deadline

Sealed Proposals shall be received and time stamped by the Office of the Town Manager no later than 2:00 p.m. local time on Wednesday, January 30, 2008, at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. Each sealed Proposal should be clearly marked for identification as follows: "Collection, transportation, and disposal of solid waste for the Town of Bay Harbor Islands." Questions should be addressed in writing to the Town in the manner indicated in Section I.

Each prospective Contractor shall provide two sealed packages. The first package shall contain one complete original of the Proposal. The second package shall contain six complete copies of the Proposal.

The responsibility for submitting a Proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the Prospective Contractor. The Town is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive and subject to disqualification.

B. Proposal Outline

Each Proposal shall consist of two parts:

Part I shall be labeled: "Prospective Contractor Qualifications"

Part II shall be labeled: "Prospective Contractor Proposal for Services"

Outline for Part I of the Proposal (Qualifications)

Prospective Contractors shall organize Part I of their Proposals as follows:

- Warranties and Representations: Provide signed original of the Prospective Contractor Warranties and Representations form, included as Attachment "C".
- Collusion: See Attachment "C"
- Technical Qualifications: Provide all information requested in Section II-A herein, including, but not limited to, copies of all applicable permits or licenses, evidence of ability to secure required permits or licenses, record of prior and current experience, complete description of organization structure and how it will be supplemented or changed, resumes of supervisory personnel, company history, client recommendations/references, and legal standing with respect to licensing and organizational structure.

- Criminal History and Disclosures: Signed and fully executed notarized original of the Section 287.133(3) Statement, included as Attachment "A". Prospective Contractor shall also provide any information not addressed by the Section 287.133(3) Statement relevant to criminal activities.
- Financial Qualifications: Provide financial statements (preferably audited) and reasonable assurances that performance bonding and insurance requirements can be met as outlined in Section II-C herein.

Outline for Part II of the Proposal

Prospective Contractors shall organize Part II of their Proposal as follows:

- Description of Services: Provide a brief response to the specification of services presented in Section III of the RFP, in a manner that serves to demonstrate the Prospective Contractor's familiarity with the Town of Bay Harbor Islands, with the nature of the scope of services to be provided, and with the procedures involved. If there are areas of concern or conditions in the Proposal, these should be identified in this part of the response, bearing in mind that compliance with the requirements of this RFP is mandatory.
- Schedule for Collections: Provide a schedule for all collections as required pursuant to Section III-E, specifying the days of the week for the various types of waste.
- Price Proposal: Submit a completed "Proposed Schedule of Prices" form, identified as Attachment "D" hereto. The Proposed Schedule of Prices includes a breakdown, listing separately, the proposed monthly price for the single family district, the multifamily district and the commercial district for the collection, transportation, and disposition of garbage and solid waste, yard trash, bulk trash and white goods, and recyclable materials.
- Other Proposal Elements

Prospective Contractors will be evaluated, in addition to their qualifications and the substance of their Proposals, on their employee relations and on their disaster response capabilities. While a complete Hurricane Plan can be deferred until an award is made, a statement addressing each item outlined in Section III-J shall be submitted as part of the Proposal. An Employee Safety Plan shall be submitted as part of the Proposal.

- Factors for the Information of Prospective Contractors Affecting Price Proposal

Any increase in the cost of disposal that may be caused by a change in applicable laws or regulations may be passed on to the Town only after review and approval by the Town Manager. Prospective Contractors that use or seek to use other than Miami-Dade County facilities for disposal shall indicate the same in their Proposals.

There shall be no overnight storage of trucks or vehicles in the Town. Each incident of overnight storage shall result in a liquidated damage assessment of \$5,000 per day.

The successful Prospective Contractor shall be subject to penalties including, but not limited to, liquidated damages of \$1,000 for a delay of six or more days in the pick-up of bulk trash.

Consumer Price Index and Tipping Fees

All fees payable to Contractor under the Agreement, except for that portion of the monthly unit price which is attributable to Contractor's tipping fee, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying to the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to the anniversary date of the Agreement. The parties hereby agree that for the purposes of calculating the exclusion from the CPI increase for tipping fees, the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price. In the event that tipping fees increase, the Contractor may request an adjustment to the monthly fee which shall be equal to the per ton increase in tipping fee times an assumed average monthly tonnage. The assumed average monthly tonnage shall be negotiated and included in the Agreement and shall remain in force during the original term of the agreement and any option periods. Any adjustment in the contract price must be supported by documentation of changes in the Consumer Price Index or tipping fees. To request an increase, the Contractor shall submit all records and information reasonably requested by the Town as would support the requested increase to the Town Manager for review and approval. The CPI adjustment for any year shall not exceed one hundred twenty five (125%) percent of the immediately prior year's CPI adjustment or five (5%) percent, whichever is less. All calculations pursuant to this paragraph shall be subject to confirmation by the Town's Finance Director.

SECTION V.

PROPOSAL EVALUATION CRITERIA AND SELECTION/AWARD PROCESS

A. Review of Proposals

Proposals will be reviewed by a Town Selection Committee ("Committee") as appointed by the Town Manager. The Committee will be comprised of representatives of the Town Manager's office and any such others as may be designated by the Town Manager.

B. Evaluation of Proposals

Proposals will be evaluated by a Town Selection Committee, as appointed by the Town Manager pursuant to the following criteria:

- Qualifications in terms of experience, in Solid Waste management
- Capacity and ability to perform
- Organization, availability, and commitment to performance
- Price and cost considerations
- Employee safety plan
- Overall responsiveness to RFP

The intent is to apply these criteria to identify those Prospective Contractors that are deemed to best serve the needs of the Town.

The Committee may, after evaluating the Proposals, request oral presentation from Prospective Contractors and may visit offices or locations of operation currently being used by the Prospective Contractors.

C. Award of Contract

The Town Manager intends to select a Proposal leading to a recommendation to the Town Council for award of an Agreement consistent in form and substance with the terms, conditions and requirements of the RFP.

There is no obligation on the part of the Town to award the Agreement to the lowest Prospective Contractor (least cost to the Town). The Town reserves the right to award the Contract to the best responsible Prospective Contractor submitting a responsive proposal and to negotiate an Agreement that is most advantageous to, and in the best interest of, the Town. The Town shall be the sole judge of the proposal and of the resulting negotiated Agreement. The decision of the Town shall be final. Prior to the execution of the Agreement, all Prospective Contractors will be notified by mail of the Town's award.

ATTACHMENT "A"

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Bay Harbor Islands, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-____-_____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract of goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-trial jury, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. In understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to a bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known _____

OR

Produced Identification _____

Notary-Public – State of _____

My Commission Expires: _____

Type of Identification

*Printed, typed or stamped commissioned
name of notary public*

ATTACHMENT "C"

**PROSPECTIVE CONTRACTOR
WARRANTIES AND REPRESENTATIONS**

- A. Prospective Contractor warrants that it is willing and able to obtain an insurance policy and a performance bond which provide coverage as required by the RFP.
- B. Prospective Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town.
- C. Prospective Contractor warrants that all information provided in connection with this proposal is true and accurate.
- D. Prospective Contractor warrants that, if selected, it will execute an Agreement as negotiated, in a form approved by the Town Attorney as to form and substance.
- E. Prospective Contractor warrants that it meets all qualifications and understands all terms and requirements in the RFP and has complied with all anti-collusion provisions.
- F. Prospective Contractor warrants that it will secure all appropriate permits and licenses required to perform the services requested by the RFP

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

ATTACHMENT "D"

**PROPOSED
SCHEDULE OF PRICES**

Please provide a price per month for the following options:

Option 1

Multifamily District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Week	

Single Family District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Week	

Commercial District

Garbage	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Week	
Price for the five (5) Daily Service Customers			
TOTAL PRICE FOR COMMERCIAL DISTRICT			

OPTION 1 - PROPOSED TOTAL MONTHLY PRICE: \$_____

Option 2

Multifamily District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	2 / Month	

Single Family District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	2 / Month	

Commercial District

Garbage	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	2 / Month	
Price for the five (5) Daily Service Customers			
TOTAL PRICE FOR COMMERCIAL DISTRICT			

OPTION 2 – PROPOSED TOTAL MONTHLY PRICE: \$_____

Option 3

Multifamily District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Month	

Single Family District

Garbage / Yard	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Month	

Commercial District

Garbage	Recyclables	Bulk Trash	Proposed Monthly Price
3 / Week	2 / Week	1 / Month	
Price for the five (5) Daily Service Customers			
TOTAL PRICE FOR COMMERCIAL DISTRICT			

OPTION 3 – PROPOSED TOTAL MONTHLY PRICE: \$_____

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 18.

ITEM: Discussion requested by Town Manager Wasson regarding a possible Code amendment to prohibit feeding animals on Town property and right-of-way.

DESCRIPTION:

This situation has come to my attention because a resident has complained that the feeding of animals on the right-of-way creates an unsanitary condition when the food is left for a period of time attracting rodents, insects and vermin to the area. The town code does not contain a provision prohibiting this activity, it only mentions the responsibility of owners and occupants of building in section 24-14(m) below

"Sec. 24-14 - Responsibilities of owners or occupants.

...

(m) Animals and pets shall not be kept in any dwelling or on any premises in such manner as to create unsanitary conditions or constitute a nuisance. It shall be the responsibility of the property owner to prevent the accumulation of animal feces on his property."

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 19.

ITEM: Discussion requested by Council Member Reid and Council Member Yaffe on issuing one complimentary Annual Pass to Planning & Zoning Board Members currently serving the Town, and possibly other Committee Members.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS

AGENDA ITEM REPORT

November 14, 2016

ITEM NUMBER: 20.

ITEM: Discussion requested by Council Member Reid regarding a possible code amendment to require off duty police at construction sites under certain conditions when general traffic flow may be impacted.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

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

ATTACHMENTS