

NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154**

REGULAR COUNCIL MEETING AGENDA

January 11, 2023

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 at approximately 7:00 p.m.:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

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

PUBLIC COMMENT

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

COMMITTEE REPORTS:

CONSENT AGENDA: Set for approximately 7:55 p.m. (*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.*)

1. Approval of Council Meeting Minutes:
 - A. Regular Meeting - March 19, 2022
 - B. Regular Meeting - April 13, 2022
 - C. Regular Meeting - May 11, 2022
 - D. Special Meeting - June 6, 2022
 - E. Regular Meeting - June 9, 2022
2. **Consideration and Approval** of a Change Order for the purchase of additional gym equipment for the Town Gym located in the Morris Broad Community Center. Enclosed are supporting documents.

STAFF RECOMMENDATION: Approve

PUBLIC HEARING:

3. Discussion and Possible action with respect to an appeal filed by Attorney David E. Sacks, with the law firm of Pathman Schermer Tandy, LLP, on behalf of Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, regarding the Design Review Board's November 1st approval of a new multi-family dwelling for 9781 Bay Harbor Development, LLC, concerning property located at 9781 East Bay Harbor Drive, Lot 28 of Block 4, Bay Harbor Islands, Florida. Enclosed are the Letter of Appeal, development application package, and a letter from opposing counsel, Joseph A. Ruiz, Esq., Wernick & Co. Email correspondence was received from Mr. Sacks on November 22nd requesting the appeal be tabled until an appropriate time. The other party whose project was approved by the DRB and appealed, has not agreed to postpone the matter.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON SECOND READING:

4. **Consideration and Approval** of an ordinance on Second Reading amending Sections 23-16.1 and 23-16.2 of the Town Code pertaining to Moratorium and Zoning in Progress. Enclosed is a copy of the proposed ordinance.

Proposed amendment on second reading by Council Member Bruder. The draft has been distributed and is attached for consideration by council.

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 23-16.1 TO BE ENTITLED MORATORIUM AND PROVIDING FOR PROCEDURAL CHANGES; PROVIDING FOR A NEW SECTION 23-16.2 ENTITLED ZONING IN PROGRESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS;

PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

5. **Consideration and Approval** of an ordinance on Second Reading amending the Town Code, by creating a new Section 23-30.1 with provisions for Mechanically Stacked Parking Lifts, introduced by Council Member Bruder. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO MECHANICAL AND ROBOTIC PARKING SYSTEMS; CREATING SECTION 23-30.1 ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

6. **Consideration and Approval** of an ordinance on First Reading amending Chapter 5, Section 5-23.01(f) of the Town Code pertaining to meetings of the Design Review Board. Sponsored by Council Member Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN CODE, ENTITLED "DESIGN REVIEW BOARD", BY REVISING SECTION 5-23.01(f) PERTAINING TO MEETINGS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

7. **Consideration and Approval** of an ordinance on first reading amending Sections 9-29 and 12-27 of the Town Code to modify civil penalties and repealing Resolution No. 2271, which previously addressed certain civil penalties.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9, SECTIONS 9-29 AND CHAPTER 12, SECTION 12-27 OF THE TOWN CODE MODIFYING CIVIL PENALTIES TO BE ASSESSED FOR VIOLATION OF THE TOWN CODE, REPEALING RESOLUTION NO. 2271; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

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

8. **Consideration and Approval** of a Resolution ratifying award of an emergency contract to Debon Air for installation of a new air-conditioning system at Town Hall. Enclosed are the proposals and other supporting documents.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING AWARD OF AN EMERGENCY CONTRACT TO DEBON AIR FOR INSTALLATION OF THE AIR-CONDITIONING SYSTEM THAT SERVICES TOWN HALL; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

9. **Consideration and Approval** of a Resolution authorizing the purchase of manhole frames and covers from Fortiline, Inc. in the amount of \$45,810.95, under the Piggyback Purchase Provision, through a contract with the City of Boynton Beach, pursuant to Section 2.1.2(6) of the Town's Procurement Ordinance. Enclosed is a copy of the pricing and RFP information.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE PURCHASE OF MANHOLE COVERS FROM FORTILINE, INC., UNDER THE PIGGYBACK PURCHASE PROVISION, PURSUANT TO SECTION 2.1.2 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

DISCUSSION ITEMS:

ADJOURNMENT: Approximately 10:00 p.m.

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

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 1.

ITEM: Approval of Council Meeting Minutes:

- A. Regular Meeting - March 19, 2022
- B. Regular Meeting - April 13, 2022
- C. Regular Meeting - May 11, 2022
- D. Special Meeting - June 6, 2022
- E. Regular Meeting - June 9, 2022

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	03.09.2022 REGULAR COUNCIL MEETING
2.	04.13.2022 REGULAR COUNCIL MEETING
3.	05.11.2022 REGULAR COUNCIL MEETING
4.	06.06.2022 SPECIAL COUNCIL MEETING
5.	06.09.22 REGULAR COUNCIL MEETING

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

A Hybrid Meeting of the Town Council was held on Wednesday, March 9, 2022, at 7:06 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

1. Presentation by Karina Castillo and Patricia Gomez, Miami-Dade County Office of Resiliency, regarding Net Zero.

The presentation was deferred to the next Council Meeting.

Mayor Fuller presented a proclamation to Council Member Leonard in appreciation for his many years of dedicated service to the Town of Bay Harbor Islands.

Council Member Leonard addressed the Council and thanked his colleagues and staff.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Mayor Fuller requested that Item 5 on the Consent Agenda be deferred to next month.

At this time Town Manager Lasday recognized and commended Finance Director Peter Kajokas for his work in correcting deficiencies pertaining to journal entries and bank reconciliations in last year's Comprehensive Annual Financial Report and for receipt of the GFOA Comprehensive Annual Financial Report Award and GFOA Budget Award.

Mr. Kajokas thanked the manager for the recognition.

ITEMS:TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Success in Tallahassee with anticipation of receiving \$197,000 for the Sewer Project, \$362,000 for purchase of a new generator, two resiliency awards for \$500,000-\$600,000, a planned trip to Washington, DC to attend classes related to transportation and cyber security; and to seek federal funds to repair the Broad Causeway bridge.
- Outdoor movie night on March 19th.
- Outdoor concert on March 27th.

- Upcoming Parks & Recreation Meeting to review future plans for parks in the Town.
- Introduction of new staff members: Officer Meta Ortega, Joel Jacobi, Children's Trust, and Sayd Hussain, Engineer.

20. Discussion and possible Action to appropriate funds, not to exceed \$11,000 (100 kits @ \$105 plus shipping), for the purchase of "Stop the Bleed Kits" to be available in Ruth K. Broad classrooms, engage the Miami-Dade County Public School to enter into an interlocal agreement for placement of the kits, and solicit Surfside and Bal Harbour to share the cost equally. All schools in the feeder pattern currently utilize these kits. Enclosed is a sample Memorandum of Understanding with the Miami-Dade County Public Schools. Lori Alhadeff, President of "Make Our Schools Safe", will be present at the Council Meeting. She has stated her commitment for a \$2,500 donation towards the Stop the Bleed Kits. Dr. Byers from UM Jackson will be providing training at no cost.

Council Member Bruder asked if the school system will provide the kits. Council Member Leonard stated that the non-profit organization, "Make Our Schools Safe" will produce the kits at a reduced cost of \$105 per kit. He explained that the City of Miami Beach provided kits for schools in the feeder pattern including Treasure Island Elementary in North Bay Village. They entered into an agreement with Miami-Dade Public Schools to pay for the kits with a grant from "Make Our Schools Safe". Since Ruth K. Broad was the only school in the feeder pattern that did not have the kits, he felt it appropriate to address the matter, and "Make Our Schools Safe" offered to donate \$2,500 towards the purchase of the kits. He suggested that Surfside and Bal Harbour be asked to split the remaining cost.

Lori Alhadeff, founder of the school safety organization "Make Our Schools Safe", whose daughter, Alyssa Alhadeff, was murdered in the Stoneman Douglas High School shooting on February 14, 2018, came forward to address the Council and spoke of the organization's mission to empower students and staff to help create and maintain a culture of safety and vigilance in a secured school environment. She confirmed their offer to donate \$2,500 towards the purchase of 100 Stop the Bleed Kits for Ruth K. Broad School. She announced the website, makeourschoolssafe.org for those who wished to join the movement. Council Member Salver asked about expiration of the kits. Mrs. Alhadeff stated that the expiration depended on the items that were purchased in the kits. Further discussion took place on Dr. Byers from UM Jackson volunteering to conduct training on use of the kits at no cost, and the town having to enter into an interlocal agreement with Miami-Dade Public Schools for installation of the kits in the classrooms. On the issue of school safety, Mayor Fuller noted that the Fire Department in the town was provided with additional masks for children.

ACTION: Council Member Leonard made a motion to approve the requests. Council Member Yaffe seconded the motion, and it passed unanimously.

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

Council Member Leonard expressed thanks to his fellow Council members.

Council Member Yaffe thanked Council Member Leonard for his 12 years of service to the Town and wished him well. He further reported on attending the Miami-Dade County League of Cities Meeting where President Corradino gave a presentation on RTC Rapid Transit Zone Corridor. Mr. Corradino also pointed out that the positivity rating for COVID on Monday, February 28, 2022, was down to five (5) percent and the rate was lowest at 1.7% in November 2021. Council Member Yaffe also mentioned attending a zoom meeting with Mayor Cava, where the Town Manager and the Assistant Town Manager were present, regarding infrastructure and how they can work together in the county to obtain funding.

Council Member Salver wished Council Member Leonard the best and he welcomed new staff.

Council Member Diallo congratulated Council Member Leonard wished him well and thanked him for his many years of service to the Town. She also welcomed new staff and recognized Public Works Director Douglas on his retirement.

Council Member Bruder wished Council Member Leonard well and hoped he would advocate in Tallahassee for the needs of the town, as he moved forward. She reported on a meeting with Town Staff regarding efforts to obtain grant funding from the Children's Trust for a program that is academically based and would benefit all children.

Vice Mayor Tricoche welcomed new staff, announced that the Vacation Rental Ordinance will be heard at next month's Council Meeting; and thanked Council Member Leonard for his time and service he dedicated to the town.

Mayor Fuller reported that he attended the Town Employee Appreciation event, and he also welcomed new employees. He expressed his appreciation to Council Member Leonard for his constant commitment to the Town for many years.

PUBLIC COMMENT

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

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke of preferential religious treatment.

Harry Bruder, 1281 94th Street, came forward and thanked Council Member Leonard for his service. He spoke about the issuance of gas cards to town employees due to the high cost of gas.

PUBLIC COMMENT CLOSED

Council Member Bruder asked how many full-time employees were not teleworking. Town Manager Lasday stated that about 40 employees, mostly from Public Works and the Community Center, were not able to telework. Those who can work telework at least one or two days a week are being accommodated. A lot of the employees who cannot telework are driving from very far,

and the increase in gas prices is really impacting them, as some of them makes only \$20 per hour. Mayor Fuller stated that he would support the issuance on gas cards on a temporary basis and asked that they be purchased from a vendor who had ceased doing business with Russia. Town Manager Lasday stated that she was looking at the Chevron Gas Station in Town, and Council Member Bruder mentioned that town does have an account with them and that she was in favor. Council Member Salver stated that he would support the idea but felt that the matter should be studied and analyze to see what the payroll would look like, and perhaps on a case-by-case basis and make certain provisions. He supported looking at the personnel files, especially for employees who commute, who can use the extra money that their rate of compensation be analyzed in general. Town Manager Lasday stated that a survey was conducted regarding the distance employees traveled to work, those able to work from home once a week to offset the cost, and those who were not able to work at home. Vice Mayor Tricoche stated that she was totally in support of the issuance of gas cards, liked use of the base of employees working five days per week, and felt confident that the Town Manager and Staff can come up with a plan that was fair and equitable that can be done expeditiously and logically.

PUBLIC COMMENT

Harry Bruder, 1281 94th Street, offered to donate \$2,000 to cover the cost of gas cards for town employees due to the high cost of gas, as a token of appreciation to the employees.

PUBLIC COMMENT CLOSED

Council Member Yaffe stated that the Town Manager can determine the need for the gas cards and since the Town Council will not meet for another month, there is an immediate need since the gas prices are higher than they have ever been.

Council Member Bruder expressed support for the employees and would like for the gas cards to be issued now. She suggested placing blue and yellow lights on the town garage in support of Ukraine.

Mayor Fuller preferred for the payments to be issued now with the Town Manager having spending authority and for the length of the program to be discussed at next month's Town Council Meeting.

Council Member Salver stated that the Council has made its opinion clear that they would like to do something for the employees due to the rising cost of gas and the Town Manager has a spending limit that can cover the amount, and he didn't want to discuss the matter next month.

PUBLIC COMMENT

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward to address the Council and spoke against health insurance for Council members and of them questioning \$50 gas cards for employees. She suggested the Town designate a tree with yellow and blue to show unity for the people of Ukraine.

Council Member Bruder requested that the website colors be changed to yellow and blue.

Former Mayor Linda Zilber, attended via zoom and thanked Council Member Leonard for his years of service to the Town. She suggested putting yellow and blue stripes around construction fences in the town.

Vincent Martino, 1050 93rd Street, attended via zoom and thanked Council Member Yaffe for his years of service with the town. It was clarified that Council Member Leonard was leaving the Council, not Council member Yaffe.

Mr. Martino inquired about the status of the Sophie Project. Town Manager Lasday explained that the plans for the project were approved, and payment of fines were pending.

Mr. Martino requested that rodent bait houses be placed around the perimeter of the abandoned Forum Apartment Building, directly west of the Stuart House Condominium Association and North of the Berkshire House, due to sighting of rats and droppings there.

PUBLIC COMMENT CLOSED

Mayor Fuller informed Mr. Martino that staff will make certain the baits are placed in the area.

Mr. Bruder commended the Town Council for the time they are dedicating to serve the town and spoke against disruptive behavior against Council Members.

Council Member Yaffe asked the Town Manager to look at other derelict buildings regarding the rodents issue. Town Manager Lasday clarified that the permit plans for the Sophie have been approved and staff was waiting for an opinion from the Town Attorney as to whether they can start work, or if the fines have to be resolved. As to the forum, the property was being held in receivership and should be going to court in May. The town can, through its legal process, take care of the issue and lien the property for the cost.

Town Manager Lasday requested Item #11 be removed from the Consent Agenda.

COMMITTEE REPORTS:

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

2. **Consideration and Approval** of the Minutes of the February 15, 2022, Regular Council Meeting.
3. **Consideration and Approval** for BCC Engineering (formerly Lakes Engineering), a continuing services engineering firm for the Town, to prepare engineering plans based upon the recent FDOT inspection of the West Relief Bridge (875105) in the amount of \$154,600.00.
4. **Consideration and Approval** to award Custom Tree Care, Inc. a three-year "piggyback" contract with two optional one-year renewals based upon an established contract with the City of Dania Beach, Florida, for Disaster Debris Removal and Disposal Services. Supporting documentation attached.
5. ~~**Consideration and Approval** to enter into a Contract for Sole Source Pricing with BEAM GLOBAL for Mobile Solar Panel Electric Vehicle Charger Systems in the amount of \$259,130.74 for the installation of three (3) solar powered charging~~

~~units had in the 95th Street Parking Garage, 97th Street Parking Lot and 103rd Street Parking Lot.~~

6. **Consideration and Approval** to piggyback off the Sourcewell Awarded Contract with David Mancini & Sons, Inc. for General Construction in the amount of \$296,393.98 for the installation of eight (8) inline check valves to reduce flooding caused by the King Tides on the West Island, pursuant to Section 2-1.2(6) of the Town Code.
7. **Consideration and Approval** of Scope and Fee Proposal by Chen Moore & Associates, Inc. in the amount of \$95,355 for the plans preparation, utility coordination, land surveying, geotechnical evaluation, obtaining permits, providing bidding support and limited construction inspections for the reclaiming of the existing 20' platted alleyway behind Town Hall for one-way vehicular traffic as directed by the Council during the January 2022 Meeting.
8. **Consideration and Approval** to purchase the new AV equipment and the Dais for the Town Council Chambers. We have completed the bidding process using "The Interlocal Purchasing System (TIPS)" and a proposal from the winning bid awarded to AVI-SPL to install and configure the new equipment. I have attached two quotes for your review. The quote for the AV equipment is \$171,587.67 and \$98,061.15 for ~~the~~ new dais, for a total cost of \$269,678.82.
9. **Consideration and Approval** of a Consulting Agreement with Becker & Poliakoff to represent Bay Harbor Islands' interests before federal, state, and local legislative and executive branches of government.
10. **Consideration and Approval** of a Resolution to allow Town Council Members to receive Health Insurance Coverage after expiration of their term of office, with premiums to be paid by the former Council Members.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING COUNCIL MEMBERS TO RECEIVE HEALTH INSURANCE COVERAGE, AFTER EXPIRATION OF THEIR TERM OF OFFICE, WITH PREMIUMS TO BE PAID BY FORMER COUNCIL MEMBERS; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

12. **Consideration and Approval** regarding re-appropriation of various funds carried forward from FY 2020/2021 to FY 2021/2022 to fund the cost of the projects started during FY 2020/2021, but not completed or deferred until after September 30, 2021.
13. **Consideration and Approval** of a General Release and Separation Agreement between Alba Chang and the Town of Bay Harbor Islands.

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

11. **Consideration and Approval** of the 2022/2023 Budget Preparation Calendar.

Town Manager Lasday explained the revisions to the Budget Preparation Calendar rescheduling the August 3rd Special Council Meeting to July 27th. She stated that the dates for the September meetings were pending until Miami-Dade County set their meetings.

ACTION: Council Member Leonard made a motion to approve the Budget Preparation Calendar. Council Member Bruder seconded the motion, and it passed by a unanimous vote.

14. **ORDINANCES ON SECOND READING:**

Consideration and Approval of an ordinance on second reading to amend Chapter 23 of the TownCode establishing a new method of measuring the height of a building from the Base Flood Elevation (BFE) plus any additional freeboard, pursuant to the Florida Building Code; or as otherwise prescribed by federal, state, county flood control laws or regulations.

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; ARTICLE I, SECTION 23-1 DEFINITIONS AND SECTIONS 23-11 – 23-12 ENTITLED BUILDING SETBACK, COVERAGE, AND HEIGHT REQUIREMENTS; TO ESTABLISH THE METHOD OF MEASURING A BUILDING HEIGHT TO START FROM THE BASE FLOOD ELEVATION PLUS ANY ADDITIONAL FREEBOARD PER THE FLORIDA BUILDING CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR ANEFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about the 75-foot building height requirement; proposal for one foot freeboard, questioned whether this amendment to the Code will be kept; expressed concerns about changes being made to the Town Charter and of underground garages and flooding.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the ordinance on Second Reading. Council Member Yaffe seconded the motion, and it passed by a unanimous poll vote.

ORDINANCES ON FIRST READING:

There were no ordinances for First Reading.

DEFERRED ITEMS:

15. Discussion requested by Council Member Leonard for the Town Council to consider a Code amendment to allow additional incentives to encourage the building of more "green" projects, including possible reductions in parking spaces for new developments.

Council Member Leonard asked the Council Members to keep in mind that parking is a factor and to consider sustainability (green buildings) as more development comes to the town. He hoped that the future Council would provide some level of incentives for stakeholders in the community when they provide sustainable buildings.

Vice Mayor Tricoche expressed agreement to having sustainability and finding other incentives for providing greener buildings but was not in favor of reducing parking.

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

DISCUSSION ITEMS:

16. **Discussion** requested by Council Member Bruder regarding future plans for Block 11 Parking, update on Parking Garage evaluation and reclaiming of the 20' Platted Alley behind Town Hall.

Council Member Bruder explained the importance of the Council reaching a final resolution on Block 11 and the need for a parking garage there, especially with the lack of parking to restaurants in the area.

Council Member Salver spoke of the possibility of a public private partnership with the Landon Hotel to make part of their development a municipal garage with the town donating the land and them donating the construction; if they were going to redevelop their property.

Council Member Bruder mentioned that the town needs to make a decision on building a garage, take action to fix Block 11, and get out of the leases with the property owners, whether seeking grants and using money from the Parking trust, if such a decision was made.

Council Member Salver commented that the Block 11 space is small and limited, with not a lot of turning ratio.

Mayor Fuller stated that more space would be available with the conversion of the public works water tank. He clarified that the Landon was keeping the hotel. And he mentioned the issue of them trying to submit plans for a project that could change at some point. He added that any public private partnership should be through a formal proposal. He agreed the Council has to move forward with what needs to be done for the town.

Council Member Yaffe concurred to not waiting on the Landon's schedule since it was not known how long it would take with the plans and their determination on what to do with the property. He agreed that there is an immediate need, and the Council should move forward.

Town Manager Lasday noted that some additional plans for the Landon Hotel will be reviewed by the Development Review Committee tomorrow. And staff was thinking about the possibility of working with them to continue, while figuring out how their plans would work with the needs of the town.

Council Member Bruder stated that the hotel was aware of the town's intentions for Block 11. She stated that the town is obligated to the citizens and to the business district to allow them access to the area.

Council Member Leonard reminded the Council that discussions were held about the 92nd Street Park renovations and funds were budgeted in two separate appropriations for that purpose. He stated that the Council has to be cognizant of providing parking on the first floor and a people park and a dog park, with something else on the second floor; since three new buildings will be built within a two-block radius of that park.

Vice Mayor Tricoche was in favor of moving forward with addressing the platted alley by putting some funds into a tangible, feasible way to create the space, while figuring out other options. Council Member Leonard concurred, noting there were time limits with the Block 11 leases.

Town Engineer Jose Custodio reported that the first step is to work on the alley with the consultant hired by the town, with the proposal already approved. He stated that relocating the public works area will provide more space.

PUBLIC COMMENT

Kathleen Kennedy, 9180 West Bay Harbor Drive, expressed concern to discussion regarding a dog park at the garage. Mayor Fuller and Vice Mayor Tricoche clarified that the current discussion related to Block 11.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about the hotel in Block 11 using a lot of spaces, whether they were building more than 50% which would require bringing the building up to Code; the hotel not having sufficient parking; and forcing the developer to come up with a parking solution. She suggested dropping Block 11 issue and working with the developer to build a proper garage.

PUBLIC COMMENT CLOSED

Following discussion, it was the general consensus of the Town Council to move forward to reclaim Block 11, continue discussion about the parking garage, and look at public private partnership; if it were presented.

Council Member Yaffe reported that Miami-Dade County Commission passed a new ordinance earlier this month requiring every condominium association in Miami-Dade County to register with the County starting in February 2023. The County also passed an ordinance on first reading requiring a 60-day notice to tenants for rent increases of more than five (5) percent, with an option to opt out of the lease, and would also require a 60-day notice for termination for month-to-month tenancy, moving forward.

17. **Discussion** requested by Town Council regarding the Kane Concourse sidewalks, and evaluation of alternatives.

Council Member Bruder preferred use of the concrete with glass design because of easier maintenance. She suggested removing the palm trees.

Mayor Fuller wanted to make sure that if the palm trees were replaced, information would be provided on trees that would survive the salt air, that roots would not create a problem, that the trees will grow, the rate of growth, and the ability to prevent them from ripping up the road and the pavement.

Vice Mayor Tricoche suggested checking with Miami Beach since they recently replaced their palm trees.

Town Engineer Custodio mentioned that the town bucket truck is only 40 feet tall, which makes it difficult to provide maintenance to the palm trees.

Council Member Bruder suggested that staff provide different options for the sidewalk repairs.

Council Member Salver stated that the Florida League of Cities in partnership with NASA is working on element for sidewalk that looks like glass/concrete, and suggested Mr. Custodio contact them for information on the project.

Council Member Leonard suggested that the water lines and electrical signs be revisited when the sidewalks are repaired, because the connectors are needed for watering the plants and for the holiday lights.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and reminded them to consider flood gates when repairing the sidewalks.

PUBLIC COMMENT CLOSED

18. **Discussion** regarding Town's Anniversary Celebration.

Town Manager Lasday mentioned ideas for the Town's 75th Anniversary Celebration such as holding a picnic on April 24th, a parade for kids on April 28th and organizing an Earth Day event in coordination with Ocean.

Mayor Fuller suggested a larger scale event like a full street fair on Kane Concourse be held later in the year, that will assist the businesses as well.

Council Member Leonard suggested having a concert and an event on the causeway island.

Council Member Bruder suggested having fireworks.

Council Member Diallo asked if the 5K event could be included as part of the celebration.

19. **Discussion** and **Possible** action regarding the Town Clerk's responsibilities. Staff is seeking direction from the Town Council regarding amendment to the Clerk's responsibilities.

This item was deferred to the next meeting.

ADJOURNMENT:

There being no further business to discuss the meeting adjourned at 8:48 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

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

A Hybrid Meeting of the Town Council was held on Wednesday, April 13, 2022, at 6:46 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua D. Fuller	
Vice Mayor Elizabeth Tricoche	Council Member Stephanie Bruder
Council Member Molly Diallo	Council Member D'Amico
Council Member Isaac Salver	Council Member Robert Yaffe

1. SPECIAL NOTICE

SPECIAL PRESENTATION:

2. Presentation by Miami-Dade County Fire Department to increase community outreach.

A presentation was not made.

3. Presentation by Karina Castillo and Patricia Gomez, Miami-Dade County Office of Resiliency, regarding Net Zero.

Mrs. Gomez made the presentation to the Council.

Mayor Fuller congratulated Council Member Diallo, as an outstanding teacher and outstanding representative for young students, with their success at the FTX Charity Hackathon, where both groups of her students received over \$550,000.

Council Member Diallo expressed appreciation for the recognition and mentioned she and the students were also recognized at the School Board Meeting today. She stated that their school was the only one in Miami-Dade County to have teams participate in the final five, and all students received \$15,000 scholarships totaling almost \$750,000. She explained their projects and how they will impact the community by pairing senior citizens with high school seniors and the "Hear Me Out Project" which will blend music therapy with music instruction, as an after-school program.

4. Report on the Town Investment performance. Presentation will be provided by Gerardo Rodriguez of BNY Mellon Wealth Management.

Mr. Rodriguez provided an update on the Town's tax revenues as follows:

As of February 2022:

- The Contingency Fund had a market value of \$1,790,604; the General Fund \$3,179,614 and the Water Fund \$1,911,200 for a total of \$6,881,418 with an annual estimated income of \$129,107 for the combined accounts.
- The average current yield for the three portfolios was 1.9% compared to the Bloomberg Barclays aggregate of 1.93%; the average yield to maturity was 1.75% compared to the Bloomberg Barclays aggregate of 1.97%. The average duration of the combined portfolio was 3.73 years compared to the index of 4.09 years.
- The first quarter return up to February 2022, the Contingency Fund was down 1.88%, the General Fund was down 1.89% and the Water Fund was down 1.87% versus the index being down 2.08%.
- The annualized return since inception, the Contingency Fund was up 4.02% versus 4.19% for the Bloomberg Barclays aggregate index; the General Fund was up 4.04% versus the Bloomberg Barclays index of 4.20% and the Water Fund was up 4.09% versus 4.18% for the index.

Council Member Salver asked Mr. Rodriguez if the Town should revisit its investment policy, and he said no.

At this time, Mayor Fuller welcomed new Council Member Teri D'Amico.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

Council Member Yaffe deferred Item #7, the Minutes of the March 9, 2022 Council Meeting.

Council Member Salver requested that Item #19 be heard with the Litigation Committee Report.

Vice Mayor Tricoche requested a future agenda item regarding the setbacks on the east island.

Mayor Fuller deferred Item #18 because one of the resumes was not included in the online agenda package.

ITEMS: TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Outdoor movie nights on April 23rd and May 14th at 8:00 p.m.
- Town Picnic on April 24th from 1:00 p.m. to 5:00 p.m.
- Car Show on May 15th on Kane Concourse from 10:00 a.m. to 1:00 p.m.

- First Annual Touch A Truck from 10:00 a.m. to 12:00 noon; Concert in the Park at 7:00 p.m., and Cleanup Day from 8:00 a.m. to 10:00 a.m. on May 22nd.

The Town Manager solicited the Town Council's input on whether to continue the events during the summer, since it was not typical to hold events after May. There was no objection to holding off on events during the summer.

- ICW Bridge closure for repairs on Thursday night from 10:00 p.m. to 6:00 a.m.
- The Town Manager complimented the Police Department for the 25% decrease in violent crimes and the 38.2% decrease in property crimes; and particularly thanked Nicole Blanco, Analily Perez, Jill Smith, Corporal Candelmo, Dianaro Lugo, Deputy Chief Noel, and Chief Diaz for their hard work on the accreditation process. She stated that she and the mayor will be traveling to Orlando to testify on the police accreditation.
- New Satellite Office at the Community Center.

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

Council Member Diallo reported on attending "Get into Miami Tech" event and Debbie Wasserman Schultz Sister Circle event.

Council Member Bruder thanked the Town Manager and the Police Chief for setting up the police station at the Community Center. She announced the town's Summer Camp with registration commencing on Monday; commended Council Member Diallo for her outstanding work as a teacher (and previously Teacher of the Year) and for inspiring kids to succeed, especially during this difficult time.

Council Member D'Amico thanked everyone and looked forward to representing the community. She also commended Council Member Diallo.

Council Member Yaffe congratulated Council Member Diallo. He also reported on attending the Miami-Dade County League of Cities Meeting in Key Biscayne, where a presentation was made on a new ordinance adopted by Miami-Dade County which would affect all condominium associations in the county. He requested that information on this ordinance be placed in the Town's *Newsletter*, and he thanked the Police Department for their community policing.

Council Member Salver welcomed new Council Member Teri D'Amico. He congratulated Council Member Diallo, spoke of her outstanding accomplishments, including Teacher of the Year, and thanked her for great representation of the community.

Vice Mayor Tricoche echoed the same congratulations and expressed thanks for her re-election as Vice Mayor. She urged everyone to be safe and careful during the holidays.

Mayor Fuller congratulated Council Member D'Amico on her election and Council Member Diallo on the wonderful things she is doing with the students. He further thanked his colleagues for electing him as Mayor for another year. He reported on ongoing efforts to address the increase of planes that are flying over the Town, to prevent them from interfering with the residents' way of life and of the Eleventh Circuit Court granting oral arguments in the matter, that is set for early June.

Mayor Fuller further mentioned his attendance at the Miami-Dade County League of Cities Meeting and of the town working diligently on a location for the artificial reef as to what can be done environmentally for the area, and at the same time create an attraction for the residents.

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.

Ree Kelly Stoppa, 9881 East Bay Harbor Drive, came forward to address the Town Council and spoke about antisemitism and anti-Christian attitude in the Town.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and complained about the overwhelming Bal Harbor Shops Garage construction on 96th Street, workmen roaming the streets without wearing protective masks, and of issues surrounding the April 5th Town election.

Joyce Green, 1360 99th Street, came forward to address the Council and was concerned that numerous houses on the westside of the island were being flipped for profit. She spoke about the lack of unity in the town, urged the Council to work together to continue doing good things for the community, and was pleased with the community policing.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward to address the Council and thanked and apologized to Council Member Salver, thanked the Town Manager for the landscaping at the Community Center, thanked employee Joel Jacobi, and commended and congratulated the police on their accreditation. She stated that she did not experience antisemitism in her neighborhood.

Vincent Martino, 1050 93rd Street, came forward to address the Council and congratulated new Council Member D'Amico and the other members of the Town Council. He spoke about inactivity at the Sofie project and inquired about the status of the construction.

Council Member Yaffe responded that the Town Attorney will address the Sophie matter under his report on the Litigation Committee Meeting, as the property was a subject of that meeting. He added that certain administrative matters needed to be resolved before the project could move forward.

Mr. Martino came forward and stated that rat baits were not placed at the abandoned Forum property and at the Sophie property as promised by the town. He stated that there were complaints of rats being in those areas, and his condominium association incurred an \$11,000 expense for placing the rat baits. He asked if he was entitled to reimbursement and was directed to his legal counsel regarding his question.

The Town Manager will follow up on the rat issue at the Sophie and the Forum properties and report to the Town Council.

COMMITTEE REPORTS:

5. Report from the Parks and Recreation Committee regarding the March 30, 2022 meeting.

Kathleen Kennedy, Committee Chair, reported on the Committee's recommendations from the March 30th meeting:

- Add space in the park for paddleboard and kayak rentals (\$19.00).
- Include a Bingo Night event in next year's budget.
- Approve seniors overnight visit to Saint Augustine, Florida
- Include a St. Patrick's Day event for next year's budget.

Vice Mayor Tricoche suggested the Committee revisit some of the programs that were set aside during COVID, if the numbers continue to improve.

Mayor Fuller stated his preference for rental or borrowing of the equipment for the kayak launch at the park. Since the amenities would be for Bay Harbor Islands' residents only, there should be a community loaner for the kayaks and paddleboards that doesn't cost \$19 each time someone wanted to use them. He also stated there should be racks for individual storage. He referred to the ADA access shown on the plans and wanted to ensure the plans were designed to provide access for all persons. He also felt there should be fewer parking spaces for the event.

Vice Mayor Tricoche suggested there be an ADA accessible space. She preferred exclusive rentals, rather than allowing personal storage on public property.

Mayor Fuller expressed concern about difficulties with loading and unloading if that were the case.

Council Member Salver stated that he had been approached by residents about retrofitting the tennis court for pickle ball.

It was the consensus of the Town Council for the Parks & Recreation Committee to continue discussion on the matter and provide a report.

Mrs. Kennedy asked about the Council's feeling on the Committee's suggestion for the overnight trip to St. Augustine, and there was consensus for the event.

Vice Mayor Tricoche suggested the parking behind 1111 Kane Concourse be retrofitted for a pickle ball court.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and stated the park on 92nd Street and on Kane Concourse were shown on the design without the parking. She spoke about lack of upkeep of the park property with a collapsed seawall and of issues with parking.

PUBLIC COMMENT CLOSED

6. Report on Litigation Committee's April 1st, 2022, meeting by Town Attorney Joseph S. Geller.
19. **Discussion and Possible** action regarding the Litigation Committee. Introduced by Council Member Stephanie Bruder.

Town Attorney Geller reported on the April 1st Litigation Committee (“Committee”) Meeting that consisted of Chair, Council Member Robert Yaffe and Vice Chair, Council Member Isaac Salver. It was noted former Council Member Jordan Leonard had resigned from the Committee prior to the expiration of his term of office.

The following matters were considered before the Committee:

Ramona Pereira, 1001 91st Street, Apt. #311, offered a settlement of \$1,000 on a \$8,152 fine imposed by the Special Master. She was apologetic and asked the Committee to accept the amount. The Committee agreed to the \$1,000 settlement amount; and once the payment is made, the Satisfaction of Lien will be recorded.

Cyneri Properties, Inc., 1025 93rd Street. The property was represented by legal counsel, Eric P. Stein. The Special Master had recommended a fine of \$3,675 and the applicant proposed a lower amount in settlement. The Committee did not accept his offer but agreed to accept \$500 based on the circumstances he explained.

BHI The Club 2 LLC, 1047 92nd Street and 1055 92nd Street also known as the Sophie. The property was represented by legal counsel. The matter involved several case file numbers, and collectively the amount of fines was \$1,115,100. Claims of Liens were imposed, and the applicant proposed a 10% settlement of \$111,510 and requested to pay 50% down and 50% at a later date. The Committee declined their offer and agreed to accept \$381,375 with full payment within 60 days after closing.

Council Member Yaffe explained the code enforcement process with the purpose of the fines to obtain compliance; and once the owner complies, the Special Master, under the Town Code, has the authority to mitigate the fines up to 50%; and if the property owner wished to seek further reduction, their recourse is to plead their case to the Litigation Committee, or take the matter to court if they are not satisfied with the Committee’s decision. He stated that a member of Code Enforcement was present at the Committee Meeting, as well as the Town Attorney, who provided input on the history of the case. In regard to the Sophie project, they could not proceed unless the liens on the property were resolved. The Committee wanted them to move forward with the project and clean up the site. Therefore, they fashioned a resolution where the Sophie had to pay a substantial amount of money. Plus, they are required to pay more money for permit fees.

Additionally, the Committee wanted to stand firm on its determination for the Sophie to compensate the town and the community for the condition of their property over a period of time and still allow them to move forward. Council Member Yaffe stated that Council Member Salver had suggested the amount of money be reasonable to obtain satisfaction of the liens, so they could move forward.

Council Member Salver explained how he arrived at the amount by applying an IRS concept he is familiar with based on his vocation as a Tax CPA, by charging the one highest amount from the list of fines that had accumulated over the last few years. He felt the monies should have been distributed around the structures of the Sophie property to mitigate the impact to those properties over the past two and a half years, rather than to the town.

Council Member Bruder thanked the members of the Litigation Committee for their service but felt the Town Council should have ratified the settlement agreement. She believed a different outcome would have been reached considering the years the Sophie failed to act, after being contacted by the town; plus, the impact on the nearby residents from the condition of their property. She stated that part of the negotiation might have been to put money aside for the services that were needed, as a result of the condition of the Sophie building, if she were involved.

Council Member Yaffe stated that the Committee discussed the possibility of the matter going before the Town Council, and he thought it was a good idea. But they wanted to have the matter settled, so the Sophie could move forward. Since the Committee Meetings are not held often, and sometimes it's important to resolve the issues as soon as possible. He stated that a replacement for another Council Member was needed to reconstitute the Committee.

Mayor Fuller liked the idea of the Town Council ratifying the Litigation Committee settlements for a certain threshold dollar amount.

Vice Mayor Tricoche agreed the amount discounted by the Special Master should remain and the settlement issues should be addressed by the entire Town Council.

Town Attorney Geller stated that the Sophie has 60 days from closing to pay the fines, but they still have to obtain the permits to start construction.

Council Member Yaffe explained that the plans were submitted, and the permits are ready to be issued. However, the issue of the fines had to be resolved and the permit fees have to be paid. He stated that one of the reasons he didn't want any further delay was for the property to be cleaned.

Council Member Salver stated that the Committee began deliberation on the Sophie item and the issue of taking the matter to the Town Council was mentioned because of the profound effect the project had in the neighborhood. He stated that while he did not have a problem with Council Member Bruder's suggestion, he wanted to keep the Litigation Committee intact, because the Special Master can mitigate fines up to 50%.

Council Member Bruder inquired as to whether the Sophie project had to come back for review, if the plans and the design were not up to Code, since they are required to obtain new Building Permits. She asked if there was underground parking. It was noted that the plans have already been approved and there is no underground parking.

Mayor Fuller stated that he wanted the project to move forward.

Town Attorney Geller explained that their permits had lapsed, they resubmitted their applications, and now have to pay permit fees of approximately \$400,000, plus the \$381,375 in fines. They will be required to pay a double permit fee, must comply with all current code requirements, and will not be issued a Building Permit if they fail to pay the fines and fees.

Council Member Bruder asked if anything can be done to address the surrounding properties for damages they incurred due to the condition of the Sophie property.

Town Attorney Geller responded that the liens placed against the property were accruing on a daily basis and are now settled. He stated that nothing prevents Code Enforcement from enforcing the Town's laws, as they can issue citations for new problems.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and stated that the three Litigation Committee Members should have been in attendance and thought the Committee had accepted the 10% settlement. She commented that development was being done on a Site Plan that was approved in 2016 with use of 8 TDR's without Council's approval on the parking; that previously approved lifts are now rusted; and that the Altair Hotel was using their parking lifts as storage.

It was clarified that the Sophie offered a 10% settlement amount of \$111,510.00, was fined \$381,375 instead, and former Council Member Jordan Leonard resigned from the Committee, prior to the expiration of his term of office.

PUBLIC COMMENT

Vincent Martino, 1050 93rd Street, came forward to address the Council and asked if information was available regarding commencement of the project.

PUBLIC COMMENT CLOSED

Council Member Salver stated that if they closed on the property, received their funding, and obtained the permit, they could start construction.

Town Attorney Geller explained that the Sophie has a limited time period once they obtain the permit and will not get to keep the reduction amount in fees, unless they pay close to \$400,000, plus \$425,000 in permit fees for the permit to be issued. Also, if they did not continue to upkeep the property, they could be fined again.

Mr. Martino referred to the load of wood sitting on the property, with the storm season approaching.

Mayor Fuller clarified that if they do not pay the settlement amount within 60 days, the fines will return to the full amount.

PUBLIC COMMENTS

Harry Bruder, 1280 94th Street, came forward to address the Council and stated that the Litigation Committee should stay in place, and issues relating to development should be the responsibility of the Town Council. He congratulated new Council Member D'Amico and commended Council Member Diallo for her accomplishments and for her excellent service to the community. He referred to previous comments made about antisemitism as isolated incidents.

PUBLIC COMMENTS CLOSED

It was the consensus of the Council for the Town Attorney to provide an ordinance at the next Council Meeting to require mitigated fines in excess of \$75,000 to be submitted to the Town Council for ratification.

16. **Discussion and Possible Action** regarding a cost proposal from Chen Moore&Associates (a continuing services engineering firm for the Town) in the amount of \$66,556.45 to build a new Public Works Facility on the existing 95th Street parking lot, sponsored by Council Member Bruder.

Council Member Bruder reported that she attended a meeting pertaining to building a garage and fixing Block 11, which would require moving storage and Public Works to another area. Options discussed for the Council's input to make a decision was the storage and/or addition of a small gym for the police officers, since the one that was being used is no longer available.

Council Member Yaffe asked if the proposal called for incorporating parking into the new facility, and not just storage for public works.

Council Member Bruder explained that the plan was to convert a portion of the area into Public Works with a gym, with the remainder for parking.

Council Member Salver supported the idea of the space for a gym but wanted it to be available for use by all town employees; other Council Members concurred.

PUBLIC COMMENTS

Frances Neuhut, 1060 Kane Concourse, came forward and addressed the Council on the parking needs of the Business District.

Council Member Bruder explained the purpose of the plans for the parking garage to solve the issue with the Block 11 parking and to provide a parking structure, that is desperately needed.

PUBLIC COMMENT CLOSED

Discussion followed regarding the amount to build the garage; clarification that the amount was for an engineering study to build the garage; if a garage could be built on 95th Street; clarification of the proposal to take a portion of the open flat parking lot with parking to put a new Public Works Building and level the existing Public Works Building and the small lot to put a parking garage; no reference was being made to 95th Street; part of the parking lot to remain and part would have a new Public Works Building with a gym; whether a study could be done to understand where the spaces are going from the Parking Trust; and plans to use funds from the Parking Trust to build the garage.

ACTION: Council Member Bruder made a motion to move forward and expend the \$66,556.45 for the study to build a new Public Works facility. Vice Mayor Tricoche seconded the motion, which passed unanimously on a poll vote.

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.)*

7. ~~Consideration and Approval of the Minutes of the March 9, 2022, Regular Council Meeting. A copy of the draft Minutes is attached.~~

This item was deferred to the next Council Meeting.

8. **Consideration and Approval** of a Resolution adopting Title VI Plan update for the Town of Bay Harbor Islands. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that” no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d).

**A RESOLUTION OF THE MAYOR AND THE TOWN
COUNCIL OF THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, ADOPTING TITLE VI PLAN
UPDATE FOR THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, PROVIDING FOR AN
EFFECTIVE DATE.**

9. Approval to advertise a Request for Proposals for project BHI - 222 Irrigation and Landscape Maintenance.
10. Authorization for the Town to enter into an Interlocal Agreement with Miami-Dade County concerning additional NPDES testing services.

ACTION: Council Member Yaffe made a motion to approve the Consent Agenda. Council Member Bruder seconded the motion, which passed unanimously on a poll vote.

Council Member Salver left the meeting at this time, around 8:46 p.m.

Vice Mayor Tricoche reminded the Council that whoever is appointed to any town Board will be representing the town, and their actions and behavior will be representative of the town.

11. **Consideration and Approval** to enter into a 10-Year Agreement with Florida Power & Light (FPL) for the installation of 240 KW Electric Vehicle Fast Chargers at No-Cost to the Town. FPL will provide design, evaluation, materials, and maintenance (including the cost of electricity). Enclosed is a copy of the supporting documents.

Mayor Fuller believed the information provided in the agreement was incomplete for the following reasons: it included a blank Exhibit B form, no specific locations were included, it binds the Town in different ways, it contained language regarding automobile insurance, and it did include a cap on price-a form of market pricing that will protect the residents and dictate they were receiving a good deal by using the charging stations.

Town Attorney Geller and the Town Manager will renegotiate the terms of the agreement.

Vice Mayor Tricoche stated that the Town had looked at solar powered stations and wasn't certain that FPL had a component of solar powered stations that are sustainable and usable.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and asked about the location of the parking lots that are to have charging stations. She spoke about the town's requirement to have FPL underground wiring and of the placement and direction of telephone lines.

PUBLIC COMMENT CLOSED

Council Member Yaffe inquired about the Charter & Ordinance Committee and was informed that only one person had applied. It was noted that advertisement is continuing for members to serve on the committee.

ORDINANCES ON SECOND READING:

12. Consideration and Approval of an ordinance on second reading requested by Vice Mayor Tricoche amending Chapter 23 of the Town Code to establish additional regulations for vacation rentals on the Town's East Island. Enclosed is a copy of the proposed ordinance on second reading.

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; AMENDING ARTICLE VI, SECTIONS 23-72 – 23-76 ENTITLED VACATION RENTALS; TO ESTABLISH ADDITIONAL REGULATIONS FOR VACATION RENTALS ON THE TOWN'S EAST ISLAND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT

**AND REPEALER; PROVIDING FOR CODIFICATION;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.**

Town Attorney Geller reported that the ordinance was held back to see if the State would make any further changes and they did not. He discussed the ordinance and believed it would stand up in court, if challenged.

PUBLIC COMMENT

Frances Neuht, 1060 Kane Concourse, came forward to address the Council and spoke about Airbnb's being a problem to the neighborhood.

PUBLIC COMMENT CLOSED

Vice Mayor Tricoche explained that the State pre-emption prevents the town from removing vacation rentals; and the purpose of the ordinance is to provide the ability to control, suspend, and revoke licenses, as the State's position is that they are businesses. Therefore, they should be operated and be treated as such.

Council Member D'Amico commented on the aggressiveness of the ordinance, which she felt was important in such a small town and would serve in making people consider having vacation rentals, before moving forward. She also referred to the fact that emergency contacts will be provided to address issues immediately.

Mayor Fuller further explained the intent of the ordinance to treat the vacation rentals as other businesses in the town, and not to eliminate them.

ACTION: Vice Mayor Tricoche made a motion to approve the ordinance on second reading. Council Member Diallo seconded the motion, which passed unanimously on a poll vote.

DEFERRED ITEMS:

13. **Discussion and Possible** action regarding the Town Clerk's responsibilities. Staff is seeking direction from the Town Council regarding amendment to the Clerk's responsibilities.

Town Manager Lasday stated that the current duties of the Town Clerk were laid out in a compensation study that was done a few years ago, and many elements of the duties should be handled by the Building Department, the Town Manager's Department, and the Finance Department. She stated that there are areas outside the scope of the typical duties of the Town Clerk. She referred to a survey of other municipalities, which indicated that Business Tax Receipts (BTR)

were not handled by the Clerk. She noted that Section 13-4 of the Town Code would need to be amended to move the BTR's from the Town Clerk's duties.

Town Manager Lasday stated that the recommendation is to limit the Town Clerk's responsibilities to true clerk duties as follows:

- Respond to inquiries from the public and provide requested information regarding Town Clerk office operations, agendas, and public hearing notices.
- Prepares and distribute Council Meeting Agendas, attends meetings, provide administrative support to the Council and all boards and committees, records all Minutes and all official actions of the Town Council, Boards, and Committees.
- Prepares all advertisements and all public notices for publication required.
- Serves as custodian of all Ordinances, Resolutions, Contracts, deeds, and other documents of the town.
- Responds to Lien Searches, prepares lien recordings, and files lien releases.
- Ensures the timely processing of Public Record Requests in compliance with Florida Statutes.
- Serves as Supervisor of Elections and a member of the Canvassing Board.
- Coordinate the services of Poll Workers; set the Election Calendar; provides information to candidates; and keep abreast of changes in the election laws.
- Public Records Management and serves as Records Custodian, Records Management Liaison with the State Department of Library Services.
- Maintain and dispose of records in accordance with State law.
- Documents and publishes Ordinances and Resolutions.
- Codifies Town Ordinances, maintain Town Clerk information on the website, including notices of election, bids, and events.
- Performs other responsibilities as required.

In addition to the functions listed above, the Town Clerk responds to inquiries regarding code compliance, zoning matters, proposed developments, assists staff, developers, attorney, and citizens with the Town Code and zoning questions, prepares all ordinances and resolutions, which should be handled through the Building Department,

Code Department, or by the Town Attorney.

The Town Clerk also approves and oversees administration of Business Tax Receipts, permits and lien searches. The Business Tax Receipts are typically handled by the Planning or Building Department.

Council Member Bruder suggested that the processing of Business Tax Receipts be moved to the Finance Department and the zoning responsibilities to the Building & Zoning Department. She thanked Acting Town Clerk Yvonne Hamilton for her service and help through the transition of not having a Town Clerk.

Vice Mayor Tricoche made a motion to approve the recommendation based upon the suggested list of responsibilities outlined, and Council Member Bruder seconded the motion. She stated that the educational requirement for the Town Clerk's position is a bachelor's degree and wanted to know if other municipalities required a master's degree, as she thought it was a fair to have a higher level of education for someone who had responsibility over so many matters.

Council Member Bruder stated that she had spoken with different municipalities and had learned of the difficulties in finding a qualified clerk. She also found that the educational requirement was a bachelor's degree.

Mayor Fuller stated that he was okay with the qualifications of a master's degree or five years' experience as a Municipal Clerk.

Vice Mayor Tricoche suggested that a national search be conducted.

Council Member Bruder seconded the motion to approve the changes to the position.

Town Attorney Geller stated that the TDR's should not be handled by the Town Clerk's Office.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Town Council and thanked the Town Manager for addressing the responsibilities of the Town Clerk. She questioned what should be done with alleged wrong doings by previous Town Clerk tampering with the Minutes. She also stated the Council had turned down her appeals and was changing the Charter regarding responsibilities of the Town Clerk.

Council Member Bruder left the meeting at this time, around 8:20 p.m.

PUBLIC COMMENT CLOSED

Following discussion on virtual meetings, it was the consensus of the Town Council that zoom not be utilized for future Council Meetings. It was suggested that some other format like video conferencing be used to accommodate House Representative Wasserman Schultz when she makes her presentation to the Council.

ACTION: The votes on the motion to approve the recommendation for the change in the Town Clerk's responsibilities as outlined by the Town Manager passed unanimously.

17. **Discussion and Possible Action** regarding appointments/re-appointments to the Parks and Recreation Committee for the 2021-2023 Term. Enclosed is a list of Committee Members who are seeking re-appointment and three (3) members for possible appointment.

The Town Council voted by ballot, and the following individuals were appointed to the Parks & Recreation Committee by a majority vote: Megan Blenet, Kathleen Kennedy, Aileen Stratford McDermott, Kamm Trumble, Linda Zilber, Viga Gewert, and Alex Rangel.

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

14. **Consideration and Approval** of a rate increase for the Town's Shuttle service contract with LSF Shuttle Inc.

At this time Ken Eskin, 1310 99th Street, attended via zoom and wanted to ask a question on solar power chargers regarding Item 11. The item was deferred, and no public comments were taken.

ACTION: Council Member Yaffe made a motion to approve the rate increase for the Town's Shuttle service contract with LSF Shuttle, Inc.. Council Member Diallo seconded the motion, and it passed unanimously on a poll vote.

18. **Discussion and Possible Action** regarding appointments/re-appointments to the Design Review Board for the 2021-2023 Term.

This item was deferred to the next meeting, because one of the resumes was missing from the online agenda package.

15. **Consideration and Approval** of a request by Miami-Dade County League of Cities to designate a director and an alternate Director to serve on the Board of Directors for a period of one year. Enclosed is a copy of the request.

ACTION: Mayor Fuller made a motion to keep the same representatives, Council Member Yaffe as the Director and Council Member Diallo as the Alternate Director for the Miami-Dade County League of Cities Board of Directors. Vice Mayor Tricoche seconded the motion, which passed unanimously.

20. **Discussion and Possible** action regarding the Town's 75th Anniversary event.

Mayor Fuller stated that the concept was to have a larger festival later in the year. A list of events will be provided to the Town Council at a later date.

There being no further business to address the meeting was adjourned at 8:46 P.M.

MAYOR

ATTEST

ACTING TOWN CLERK

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

A Hybrid Meeting of the Town Council was held on Wednesday, May 11th, 2022, at 7:06 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Mayor Joshua Fuller

Council Member Stephanie Bruder
Council Member Molly Diallo
Council Member Robert Yaffe

Council Member Molly Diallo
Council Member Isaac Salver

Vice Mayor Tricoche was absent.

SPECIAL PRESENTATION:

1. Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2021, by the Town's Auditors managing partner Michael Futterman from Marcum LLP.

Mr. Moises Ariza reported the Town had received a "Clean Opinion" of its Financial Statements for FY 2021 as no deficiencies of internal controls were identified and there no instances of noncompliance with the provisions of law, regulations, contracts, and grant agreements were disclosed. He continued to discuss the report and noted the term Comprehensive Annual Financial Report had been changed to Annual Comprehensive Financial Report (ACFR).

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Town Manager withdrew Item #5 from the agenda.

Mayor Fuller deferred Items #3A and #3B to the next Council Meeting.

TOWN MANAGER'S REPORT:

- Car Show this Sunday at 10:00 A.M. followed by Touch-A-Truck
- Clean Up Day on June 5th.
- Survey to residents to provide input on the FY 22/23 Budget/Budget Workshop in June
- Receipt of GFOA Budget Award for best practices on the Budget.
- Congratulated Finance Director for his hard work.

The Town Manager and the Town Attorney informed the Town Council that Mr. Sklar (property owner in Block 11) was interested in having the town consider his property for lease. It was discussed that a presentation could be made, but the town was moving forward with plans to fix Block 11 and have a parking garage.

TOWN ATTORNEY'S REPORT:

2. Legislative Updated by State Representative Joseph S. Geller

Town Attorney Geller reported the final legislative budget contained two Bay Harbor Islands item: \$197,500 for the Sanitary Sewer Update and \$725,000 for an Emergency Generator backup, which is awaiting submittal to the governor. He hoped the Bill addressing property insurance and some condo reform issues would be included, as well.

Comments were made regarding the Council's efforts to obtain funding from the county, state, and federal levels for replacement of the Broad Causeway Bridge.

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

Council Member D'Amico reported on working with staff; upcoming ethics training; and attendance at Pizza with the Cops and Town Picnic events.

Council Member Yaffe reported on his attendance at the Pizza with the Cops and Town's Annual Picnic events; Miami-Dade County League of Cities Meeting in Pinecrest where the new Board and the Directors were sworn in for the next term.

Council Member Salver reported on his meeting with Florida Lieutenant Governor Jeanette Nunez at the Schul in Surfside, attendance at the Yom HaAtzmaut event on the 74th anniversary of the State of Israel at Young Circle, Hollywood on Sunday, Yeshiva Elementary School in North Miami for presentation and celebration sponsored by Teach Florida (the number one organization for vouchers and school choice for parents); meet and great with State legislators; and thanked House Representative Randy Fine for his support of the Florida League of Cities efforts regarding vacation Rentals.

Council Member Diallo thanked the Finance Director; reported on her attendance at the Town's annual picnic and Pizza with the Cops event; thanked the teachers and the administrative leadership team at Ruth K. Broad who serve students and community, in recognition of Teachers Appreciation Week and Administrators Appreciation Week for the School; and commented on the upcoming town's upcoming Summer Camp.

Council Member Bruder announced the various activities for Summer Camp: general camp, sports program, science camp, specialties camp, and free tutoring two (2) hours a day four (4) days per week over the Summer, with teachers from Bay Harbor Islands. She thanked the Finance Director and expressed thanks and appreciation to the IT staff.

Mayor Fuller spoke of his attendance at the town's annual picnic; a successful Pizza with the Cops event; a well-attended Movie Night, and the Miami-Dade League of Cities meeting.

PUBLIC COMMENTS:

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, 9180 West Bay Harbor Drive, came forward to address the Council and questioned whether monies collected from the Toll Plaza maintains the bridge; thanked the Mayor, Code Enforcement, and the Police Department for resolving issues pertaining to the Altair Hotel; asked about the difference between a Business Tax Receipt and Resort Taxes; expressed concerns about information on Page 54 of the Town Manager's Report; spoke about the 75th Anniversary celebration; commended Town Planner Michael Miller; and informed the Council she would be seeking donations from developers doing business in the Town for a park.

Mayor Fuller explained that one of the reasons the bridge toll was raised several years ago, was to put aside some of the monies for eventual repair and replacement of the bridge, which continues.

Dr. Dennis Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about lack of parking in the Business District. He believed measures to manage the town's Parking Trust like that of Coconut Grove's to be strictly for the Business District, for monies to be paid up front prior to construction, that no financing or deferred payment be allowed, and operating parking as a business should be considered to solve the tremendous parking shortage in the Business District.

Council Member Bruder commented on plans to build a parking garage with monies from the Parking Trust, as the Town has realized there is a shortage of parking.

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and alleged challenge to freedom of speech during the Town's election and bullying new candidates by retired Town Clerk during and after Town's elections; Council voting to remove zoom equipment at the May 11th meeting; breakdown of IT equipment; removal of Public Broadcasting Channel 77; two religions located at the Altair Hotel, 1045 95th Street and Church by the Sea, 1000 Kane Concourse, being out of control; possible religious coup taking over small town and change Bay Harbor Islands Code on mixed-use development agreement and to tax exempt without having to pay impact fees for religious institutions on the ground floor of the Gateway and Business Districts; fire code and safety violations; disruptive loud noise; valet parking extending into the residential district; parking lifts being used for storage, discrimination of their open public Gateway restaurant and bar, and a possible religious coup with both tax exempt Church by the Sea and the Altair Hotel being given alleged Council's approval to allow religious usurping with a religious chapel on the ground floor parking lot near their main entrance. She hoped the council will address these issues.

PUBLIC COMMENTS CLOSED

At this time Mayor Fuller requested approval of the Town to donate the cost of the tickets for him and his spouse to attend the PBA gala to the Police Love Fund, as he wanted to support the police but was not in favor of giving money to a person, whose actions, he felt, led to the death of police officers. Mayor Fuller moved accordingly, and Council Member Bruder seconded the motion. Council Members Bruder, Diallo, Salver, and Yaffe all were in favor of making a similar donation. Council Member D'Amico indicated she will attend the event to support the officers.

Council Member Salver stated for the record that comments made by Mrs. Neuhut were antisemitic and anti-religious by her addressing a good portion of the Town's population as "those people" as if they were attacking her and did not belong in the Town, as she does.

19. **Discussion** and **possible** action regarding the BC-160 Broad Causeway Drawbridge Replacement (#875101)-SR-922 – Concept Design RFQ.

Town Manager Lasday reported the Evaluation Committee, consisting of three (3) staff members, held a meeting on Monday to review the RFQ proposals and recommended Atkins for the job, who was present to give a summary of their proposal.

Representatives from Atkins led by Principal Rodrigo Peña discussed their proposal for replacement of the Broad Causeway Drawbridge from inception to ribbon cutting ceremony, with support through the PD&E process, the early stages of the design, assisting with the grant funding, public involvement and doing all the right things to ensure a successful project. Project Manager David Kanz presented the project with a slide show and explained the "Project Understanding and Scope", "Key Project Issues", i.e., Maintenance of Traffic Approach to keep all four lanes moving, addressing the three (3) pinch points working from east to west with temporary pavement to keep all four lanes moving around the east bound and around the eastern end near the Tot Lot, which will have nightly lane closures. Regarding "Bridge Replacement Solutions", Mr. Rodrigo presented options and explained there has to be a thorough process up front, so there is no cause for potential litigation or protest. He offered a suggestion on Resiliency stating that the demolished bridge material can be used for recreational purposes, i.e., underwater park for scuba divers, similar to Neptune Reef. He then presented a two (2) minute video that showed a simulation of one of the solutions that they came up with, showing a bridge that is twice as wide (horizontally and vertically) and tall, making room for larger yachts or sailboats without affecting traffic. Additional spans were added at the end of Causeway Island to provide circulation, single span bridge at the end to provide circulation for east and west bound access to the gas station or recreational building. He went on to speak on Grant funding stating that Atkins is one of the best in the business and is ready to help the Town find all the funding for the project. He briefly moved through the Public Involvement Plan slides and mentioned that the public involvement is vital from beginning to end.

Mr. Kantz ended the presentation with information on why Atkins is the best in what they do, and why the Town should choose to go with them.

Alicia Gonzalez, Media Relations Group, informed the Council how they can get involved.

Council Member Salver addressed the Atkins staff stating that the bridge as it stands now is not complaint with any of the standards of (as Atkins mentioned) Federal/State/Local. He informed them that the Town has always been told that they can repair the bridge and not replace it. He then asked for an explanation (from an engineering standpoint) how they will accomplish the drawbridge portion in the same channel that it is in now, but except wider and taller. Mr. Kantz stated that the solution is one of the renderings shown, instead of landing the bridge at the base of the Island as it does now, to shift it to the South avoiding the Historical Chevron gas station, but also informed Council that there are 6 to 8 other solutions.

Mayor Fuller voiced his concerns on the design stating that since there isn't going to be a drawbridge, speeding is going to be an issue, and the height of the bridge is not esthetically pleasing coming onto the West Island. The Presenters explained that the rendering shown is a potential option to get the conversation started to work with the Town. They also ensured that the option shown maintains the current bridge, and the flow of traffic will remain even in the construction phase. The Council commented on the rendering shown and posed a few questions such as the food trucks being an issue. The Presenters reiterated that the rendering shown is just one of many other options. Once the process begins, including public meetings and all the pros and cons, they will then go into the other level of details. They wanted to assure that speaking on the rendering shown didn't mean they were "set in stone".

Council Member Yaffe asked when the new bridge will be built. Town Manager Lasday explained that it would take 28 months to get the PD&E process going and urged getting on the TPO schedule so that the Town can begin applying for grants; as time is of the essence.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and spoke in favor of the project. She expressed concern to taxpayers having to assume the cost to eminent domain property, how the project was attached to North Miami, and commented on protection of the Gateway.

PUBLIC COMMENT CLOSED

Council Member D'Amico explained to Mrs. Neuhut that her concerns cannot be addressed yet because the Atkins will return with solutions regarding the concerns and questions of the Town.

Council Member Bruder clarified that the proposed bridge design does not call for eminent domain as there will no encroachment onto properties and the park will not be taken. She added, if necessary, the town own property will be used as part of the design to enter the town. She explained that the issue of the White House is separate and does not involve the bridge project. She stated that the financing and design of the bridge will be brought back to the Council, and information regarding every step of the project will be shared with the citizens.

Mayor Fuller explained that the entire concept has been to ensure there is no eminent domain or removal of parks. The property to the south of the current bridge has always been envisioned as a location for a landing for the future bridge. Regarding the resident next door to the bridge, when the lots were empty, it was made public that eventually a bridge would go there.

Council Member Salver asked for an explanation of the ranking sheet. Town Engineer Jose Custodio explained that the form is used by the City of Ft. Lauderdale for procurement for evaluation of firms, and he continues to utilize it. He explained the ranking criteria with one (1) point being the best and five (5) being the lowest ranked for qualifications of the Project Manager, Methodology and Approach, Minority Requirements, and Adherence to the Proposal – final ranking sum of three committee members.

ACTION: Council Member Bruder made a motion to accept the recommendations from the Town Manager and the Town Engineer to award the contract to Atkins. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche

was absent.

COMMITTEE REPORTS:

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

3. **Consideration and Approval** of the following Meeting Minutes:
 - a. ~~Regular Council Meeting - March 9, 2022~~
 - b. ~~Regular Council Meeting - April 13, 2022~~
 - c. Organizational Meeting - April 13, 2022
4. **Consideration and Approval** to award and enter into an Agreement with DebrisTech, LLC for a two-year period and an optional one-year renewal for Disaster Debris Monitoring Services. DebrisTech will be responsible for the overall monitoring of any debris collection by the Town's Disaster Debris Collector, in accordance with the Stafford Act and FEMA policies and guidelines. Enclosed is a copy of the proposal received by DebrisTech, LLC.
5. ~~**Consideration and approval** of a proposal from Chen Moore in the amount of \$90,246.45 for the conceptual design for the new Public Works Facility in the 95th Street Parking Lot. The amount was previously reported as \$66,556.45.~~
6. **Consideration and approval** to piggyback off a rental contract with United Rentals through Sourcewell in the amount of \$29,710 to provide onsite backup Emergency generator for Town Hall electrical system in preparation of the upcoming Hurricane Season, pursuant to Section 21.2(6) of the Town Code.
7. **Consideration and approval** of a three-year service agreement with TRANE for the Community Center Air Conditioning Unit.
8. **Consideration and Approval** of a Request for Proposals (RFP) for Electric Vehicle (Level 2) Charging Stations for the Town Parking Locations Project. Enclosed is a copy of the RFP package.
9. **Consideration and Approval** of attendance at the 68th Annual Miami-Dade County League of Cities Gala to be held on June 11, 2022. The Bronze Sponsorship Package for \$3,000 includes a table seating for 10 and recognition the night of the event. Enclosed is detail of the sponsorship packages.

ACTION: Council Member Yaffe made a motion to approve the consent Agenda. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

ORDINANCES ON SECOND READING:

ORDINANCES FOR FIRST READING:

10. Consideration and Approval of an ordinance on first reading amending Chapter 13, entitled "Local Business Tax Receipt and Regulations by revising Sections 13-4, 13-7, 13-9, 13-14 through 13-16, and 13-18 of the Town Code to update the Business Tax Receipt issuance process; designating the authority to issue Business Tax Receipts to the Town Manager or her designee. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 13 OF THE TOWN CODE, ENTITLED "LOCAL BUSINESS TAXES AND REGULATIONS", BY REVISING SECTIONS 13- 4, 13-7, 13-9, 13-14 THROUGH 13-16, AND 13-18 TO UPDATE THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked if approving this ordinance which is a Charter amendment, would leave precedent to make changes to the Charter without public voting. She also commented on the Town Clerk, Yvonne Hamilton, not being provided with the information requested from other departments in a timely manner, which causes Public Records Requests to be delayed. She also felt Town Manager Lasday already had enough responsibilities to be taking on the additional duties of Business Tax Receipts, that were removed from the Town Clerk.

Council Member Yaffe explained the Town Manager suggested this change to make the Town Clerk's duties aligned with traditional duties of Town Clerks, therefore, modifying the Code to conform. He stated that the change was not a reflection on the Town Clerk or her ability to perform her duties.

Town Attorney added the change is to the Code and not to the Charter.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve ordinance on First Reading. Council Member Yaffe seconded the motion which passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

11. **Consideration and Approval** of an ordinance on first reading to rezone a 20-foot strip of land at 9110 West Bay Harbor Drive from RM-3, Multiple-Family Residential District to RM-1, Multiple-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO THE REZONING OF A CERTAIN PARCEL OF LAND, AS MORE PARTICULARLY DESCRIBED HEREIN, THE

NORTHWESTERLY 20 FEET OF TRACT “A”, 9110 WEST BAY HARBOR DRIVE, FROM THE RM-3, MULTIPLE-FAMILY DISTRICT TO THE RM-1, MULTIPLE-FAMILY DISTRICT; AMENDING SECTION 23-2 OF THE TOWN CODE AND THE OFFICIAL ZONING MAP TO REFLECT SAID ZONING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Niesen Kasdin and Gabe Fort, Akerman, 3 Brickell City Centre, 98 Southeast Seventh Street, Suite 1100, were present on behalf of the request. Mr. Kasdin described the property at 9110 West Bay Harbor Drive which includes two parcels, RM-1, a prominent lower density, and height zoning with a small portion being part 20-foot tract, that includes the Blair House. He pointed out that throughout the town, the platted lots are RM-1 and the RM3 Zoning which allows for taller and larger buildings is only at the point of the island. He stated that the characteristic of the 20-foot strip, that is the subject of the application, is more akin to the RM-1 Zoning than to RM-3. He added there are problems with this zoning, as the property itself renders that 20-foot strip unusable and without economic value, and it was unfair to have a zoning that prohibits any economic use of the property. RM1-1 to RM-3 will not in any way increase density or height of the structures that will be built.

There will be a decrease in the gross density from RM-3 to RM-1. As a result, it will lower the overall gross density on the east of the island. The owner intends to build a low-density high quality residential building for prospective buyers. There is currently a 10-unit building on the property, which is in a deteriorated state, does not provide on-site parking, is not resilient, and is subject to flooding because of sea level rise. There are drainage pipes coming off West Drive into the Bay. Mr. Kasdin addressed the drainage easement on the property that the Town has utilized but does not have an easement for maintenance or replacement. He stated the property owner is willing to proffer a perpetual easement which would give the Town the right to keep and maintain this drainage in perpetuity. He further added that they have provided the Town Attorney, the Town Manager, and have distributed to the Town Council a Proposed Drainage Easement Agreement. The drainage pipe is old and probably in need of repair and upgrades, and part of flooding and resiliency. As a result, they are seeking the to make a minor amendment to the zoning code.

Property Owner, Menachem Kranz, 10010 West Broadview, came forward and commended the Council for their public service and work. He envisioned replacing the property and reducing the density for the project at 9110 West Bay Harbor Drive. He also commended the Public Works Director, Doug Armstrong, and Town Planner Michael Miller, for their service and assistance in coming up a solution that works for the Town.

Council Member Salver raised a question regarding the difference between having the easement and not having one since the Town has survived without since 1947.

Mr. Fort responded that whether it's rezoned, the owner has the authority over the property allowing him to do what he wants. This way, addressing the easement, something that should have been handled sixty (60) years ago, could be beneficial to the Town.

Mayor Fuller asked Town Attorney Geller if changing the code would raise a Bert-Harris issue. Town Attorney Geller responded this does not raise a Bert-Harris issue.

Council Member D'Amico commented that she resides in the RM-3 Zoning District and inspected 9.5-foot pipe, where there was a little clutter, and water coming through the pipe. She stated that this was an opportunity to deal with the flooding or future flooding, if the town did anything with the pipe. She suggested the matter be studied. She spoke of her understanding of the request for the rezoning from RM3 to RM1 which allows the owner to gain five (5) feet into the 20-foot easement, thereby gaining more buildable square feet.

Mr. Fort responded it will give them more flexibility with setbacks.

Council Member D'Amico added that the RM-1 Zoning would not allow entry into the side setbacks, and if they were to go to the side setbacks, they would have bigger balconies. She stated the project would involve the Blair House and they should be notified.

Town Attorney Geller stated that a notice will be published in the newspaper.

Council Member D'Amico referred to public notice that is required to be sent to neighboring properties within 375 feet for the hearing before the Design Review Board. She further stated that the Comprehensive Plan will be changed, and RM-3 is being affected; therefore, if the pipe is being removed or updated, it can be an opportunity to monitor the stormwater and update the pipe.

Mayor Fuller explained there is no easement for this pipe, and if the owners decided to get rid of it, then the Town would face possible flooding issues; so, having this easement would give the Town the right to have the drainage forever.

Council Member D'Amico raised a concern as to giving back the front easement as part of this agreement.

Mr. Fort responded as like any building being developed on the island, the easement for parking is allowed to be incorporated in the development site. The acquisition of the easement for parking is a separate process that will have to go through site development approval and nothing with zoning and its change.

Mayor Fuller added he concurs with Council D'Amico. However, the issue is not the drainage at this moment, it is the voting of the change of the Zoning Code.

Council Member Bruder added the Town has been lucky to use this drainage easement and understands Council Member's D'Amico opinion as the owner of the site can get rid of the pipe at any moment. She further explained the owners' offer for the easement of the pipe and suggested it be accepted the easement to take ownership of the drainage, to then perform a study how to best utilize it.

Town Attorney Geller stated that the easement being proffered to the Town is 15-feet wide, which is a large easement, and the property owner is not trying to reserve air rights above the easement in any way.

Town Planner Michael Miller reported that the drainage should have been part of the Blair House property, but they did not know why the 20-feet was split off and merged with Lot

29. The Blair House was built after the split happened. The area was measured today and the closest the Blair House building is to the property line is 45 feet and in that, there's a double two-way driveway and parking along the common property line and landscape strip. This 20-foot strip is all landscaping with the pipe in the middle and the inlet can be seen through the curb. The town's drainage system is ancient, the inlet is not big; therefore, the water is having trouble getting into the system. There's a pipe that goes under the street to the other side and there's a network of other pipes that connect of which that pipe drains the southwest corner of the Town to the water. Mr. Miller raised a concern that the pipe is so old that there is no pollution abatement on it, that if the Town works on the drainage, various environmental studies would be needed as Biscayne Bay is a preserve. He added this is a correction because this little sliver was in the RM-3, and the way the code reads all the tracts are in the RM-1.

Council Member D'Amico questioned Town Planner Miller, if this was not discoverable during TDR process and if he had anything to do with the acreage.

Town Planner Miller responded no. He stated that this matter has nothing to do with TDRs and the Blair House is already known for the acreage. Additionally, the land has had the same size for 50 years, but the 20 feet has been used as a drainage easement. He further added that in his report, since the Town has agreed to 20-foot easement, the Town can get away with a 15-foot easement because the pipe is closer to the Blair House. The existing building is centered on Lot 29, and it does have the 10-foot setback to the overall Lot line. The RM-1 has a 10-foot setback, but this one would have a 15-foot setback as the Town would not give them all that, since the Town's pipe would be there. Therefore, the net increase of buildable land is five (5) feet.

PUBLIC COMMENT

Kathleen Kennedy, 9160 West Bayshore Drive, came forward and asked if the new project will be an Airbnb rental, condo, or "another" Altair; if a pool will be built on the top; would they have a restaurant or bar; and stated that parking will be better since the property owners have their own.

There were comments in reference to an applicant for the request. Town Attorney Geller clarified there's an applicant because the landowner is asking for a small portion of his land, the 20-foot strip, to be re-zoned.

Council Member D'Amico stated that the landowner is providing the Town with a deal.

Mr. Fort stated for the record that they are not giving the town a deal. Mr. Kranz voluntarily figured out he could bring this to the benefit of the Town, thus proffering the easement, resulting in the Town having this 15-foot easement forever.

Frances Neuhut, 1060 Kane Concourse, came forward and stated that there are no sidewalks in those streets; there is traffic; and more TDRs with no parking is being added. She stated the town should negotiate more sidewalks for children to walk and bike paths, instead of taking more land. She complained of Church by the Sea dumping in those drains, the drains not draining, and drains being removed.

Mayor Fuller asked Ms. Neuhut since she owns multiple properties, would she donate one to create a walking path.

Ms. Neuhut responded she would donate a property. She further added she has a breezeway, and the people walk from Kane Concourse to the back of the parking lot on 95th Street; and there's no walkway until one gets closer to East Bayshore Drive and the Town took away the municipal parking.

Council Member Salver asked the Town Attorney if the Town owns said property. Town Attorney responded no.

Mr. Kanz came forward and offered his cell phone number to Council Member D'Amico and extended an invitation to his home. He understood she had concerns and would like to further discuss them.

Council Member D'Amico responded his integrity seems very genuine and that her concerns were not towards him, but mostly for future residents.

Council Member Salver raised a question to Mr. Kanz whether he is planning on building or flipping the project.

Mr. Kanz responded he is planning on developing it and would not include restaurants, bars, or Airbnb rentals in this project.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve ordinance on First Reading and to the enter Staff Report into record. Council Member Yaffe seconded the motion which passed 5-1 on a poll vote, with Council Member D'Amico opposing. Vice Mayor Tricoche was absent.

12. **Consideration and approval** of an ordinance or first reading amending Section 23-12(15)(a) of the Zoning and Planning Code to establish regulations for balconies in the "B-1" Business District and the "G" Gateway District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE REGULATION OF EXTERIOR BALCONIES; AMENDING SECTION 23-12(15)(a) OF THE ZONING AND PLANNING CODE TO ESTABLISH REGULATIONS FOR BALCONIES IN THE "B-1" BUSINESS DISTRICT AND "G" GATEWAY DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder put forth a concept for discussion to have balconies on the front of buildings in the Gateway District.

Council Member Bruder made a motion to approve ordinance on first reading and to enter staff report into record. Council Member Diallo seconded the motion.

Council Member Salver asked for the legislative history of this item as he did not recall it ever being discussed.

Council Member Yaffe advised anyone can ask to place an item on the agenda, and in turn the Council can request Town personnel to present an ordinance for First Reading. However, this item was different as there is no legislative order or history.

Mayor Fuller stated that Council Member Bruder is listed as the sponsor of this item.

Council Member Bruder explained that everyone wanted to be outdoors after COVID. And after speaking with other municipalities, she gathered people are opting to put balconies into their Business Districts; and the balconies are being used to eat, not just for offices anymore. She proposed the Town should follow suit and be proactive instead of reactive.

Council Member D'Amico stated the interpretation by the Town Planner was an oversight from the original concept of the island. She added after interviewing Shepard Broad his sensibility was clean lines in the architecture. Adding a balcony would add clutter to Kane Concourse, and she did not agree.

Council Member Salver added that at One Kane Concourse there are zero setbacks and lot lines, and he disagreed with having balconies there. He would agree if the balconies were to the side or to the back of the property.

Town Attorney Geller stated that balconies are not allowed to encroach into the right-of-way. Since the balconies are typically all on the right-of-way, this proposal would not allow front balconies, because it would encroach into the right-of-way.

Council Member D'Amico added the building can be designed with the setback to where a balcony can be added in the front portion of the facade.

Council Member Bruder asked if there was a way to start with the balconies at the front of the building.

Council Member D'Amico responded she wouldn't start doing this.

Town Attorney Geller responded that can certainly make the amendment and requested Town Planner Miller's opinion.

Council Member Bruder asked Council Member D'Amico if she understood the concept being presented. Council Member D'Amico responded by saying social activity can be introduced outside such as a roof or the back side of the building. She stated that business meetings aren't done in little balconies, and questioned why change the architecture style of Kane Concourse.

Mayor Fuller added he understands both opinions and was not sure how he would vote on the matter, but like Council Member Bruder stated the market is changing; and there is a significant demand for balconies everywhere, and people get a premium for having balconies. However, he didn't like the idea of a balcony overhanging in Kane Concourse area. He would be open to balconies in the back and was leaning towards accepting a recommendation in first hearing, but he would not vote in favor of the ordinance on Second Reading without alterations.

Council Member Yaffe added if this is being done in Kane Concourse, new development – those portions of the building will need to be set back further off the street, and in turn the developer would lose space to build a balcony which doesn't make sense. It's not functional in Kane Concourse.

Council Member D'Amico responded if working in mixed use, then they can fenagle this down the street.

Council Member Yaffe responded it's about architectural design and maybe residential over commercial or mixed use, this would be different.

Council Member D' Amico added the balconies would lessen the business look.

Council Member Yaffe told Council Member Bruder he understood her suggestion, but this is a small area, compared to Aventura or in other cities where the buildings are much higher because of the type of construction, which would make sense.

Council Member Bruder responded this concept was to be brought and discussed, and if it doesn't get approved, it doesn't go anywhere.

Council Member Salver stated he felt it was the first time the council was discussing balconies in the Business District. Council Member Bruder stated it was discussed over a year ago. Council Member Yaffe and Salver both didn't recall the balcony discussion.

Council Member Salver expressed concerned for the developers over 1177 Kane Concourse, as they already had their building permits.

Town Manager Lasday responded by stating they are in the process of securing their permits.

Council Member Salver stated that he was concerned that they were precluded, since their permits were already approved.

Council Member Yaffe mentioned the plans could be amended and they return to the Planning & Zoning Board to submit a modified Site Plan and go through the process of approval.

Mayor Fuller added with the 1177 Kane Concourse project, opens the door whether or not they would have to provide a new public benefit to modify, so he doesn't believe they would move forward with modification. They are the exception.

Council Member Salver and Mayor Fuller agreed this only affects any or other future properties.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and spoke about existing balconies being closed off, being used for storage, no benefit to having such balconies, and should there be balconies in the front of Kane Concourse there should be a guarantee that they are setback.

Former Mayor Linda Zilber attended via the zoom and was not in favor of having balconies facing Kane Concourse, over where people eat, gather, and shop.

PUBLIC COMMENT CLOSED

Council Member Bruder withdrew the item.

13. **Consideration and approval** of an ordinance on first reading amending Chapter 16, Section 16-1(i) of the Town Code for average final compensation to be calculated based on a member's highest annual pay received during the member's last three years prior to retirement.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS GENERAL EMPLOYEES' RETIREMENT SYSTEM, AMENDING, ARTICLE I, SECTION 16-1(i), DEFINITIONS AND TERMS, PROVIDING FOR AVERAGE FINAL COMPENSATION TO BE CALCULATED BASED ON A MEMBER'S HIGHEST ANNUAL PAY RECEIVED DURING THE MEMBER'S LAST THREE YEARS PRIOR TO RETIREMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Salver spoke of the ordinance as a benefit to the general employees, and reported the ordinance was approved unanimously at the Employees Retirement System Board of Trustees' Meeting held this morning.

Council Member D'Amico agreed with Council Member Salver's comments.

ACTION: Council Member Salver made a motion to approve the ordinance on First Reading. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

DEFERRED ITEMS:

14. **Discussion and Possible Action** regarding appointments/re-appointments to the Design Review Board for the 2021-2023 Term. Enclosed is a list of current Board Members and

other residents who are seeking re- appointment/appointment respectively.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and commented on Church by the Sea and parking issues. She stated the Design Review Board is approving projects without addressing the parking issues for these projects. She asked the Council about the purpose for the Design Review Board.

Mayor Fuller and Council Member D'Amico responded the council will be voting on who the members will be for the Board.

PUBLIC COMMENT CLOSED

The Council voted by ballots and the results were read aloud. Pursuant to the Town Code, five (5) votes are required to appoint a member.

First round of voting results: Jed Frankel and Wesley Kean each received six (6) votes. Jerome Gavcovich, Matt Barnard, and Oscar Sklar each received four (4) votes.

Second round of voting results: Matt Barnard received six (6) votes. Jerome Gavcovich received four (4) votes, and Oscar Sklar received two (2) votes.

ACTION: Council Member Bruder made a motion to appoint Matt Barnard, Jed Frankel, and Wesley Kean to the Design & Review Board for 2021-2023 and to choose the final member at the next council meeting. Council Member D'Amico seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

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

15. **Consideration and Approval** of a Resolution for continued funding of the Nurse Initiative Program at Ruth K. Broad Elementary for School Year 22-23.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the resolution for approval and renewal of the Nurse Initiative Program for school year 22-23. Council Member Bruder seconded the motion, and it passed unanimously on a poll vote. Vice Mayor

Tricoche was absent.

16. **Consideration and Approval** to piggyback off the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing Contract with M&M Asphalt Maintenance, Inc. (DBA All County Paving, Inc.) in the amount of \$299,751.75 for the Milling and Paving of the East Island North Side Internal Streets (Zone 6) pursuant to Section 2-1.2(6) of the Town Code. Enclosed is a copy of the supporting documents.

Council Member Salver asked if the resurfacing was for all the internal streets. Town Manager Lasday responded that the the paving was for the East Island North side internal streets, Zone 6 only.

ACTION: Council Member Bruder made a motion to approve the piggyback purchase from the City of Fort Lauderdale's Annual Asphalt Mill and Resurfacing contract with M&M Asphalt Maintenance Inc. Council Member Salver seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

17. **Consideration and approval** to piggyback off the Punta Gorda Contract/Services Agreement with HG2 Emergency Lighting to outfit six (6) new police vehicles with emergency lights and equipment in the amount of \$58,968, pursuant to Section 2-1(6) of the Town Code.

ACTION: Council Member Bruder made a motion to approve the piggyback purchase from the Punta Gorda Contract/Services Agreement with HG2 Emergency Lighting. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

DISCUSSION ITEMS:

18. **Discussion and possible** amendment to the Town of Bay Harbor Islands Budget Calendar for the Fiscal Year of 2022-2023. Enclosed is a copy of the current approved Budget Calendar for the FY 2022-2023.

Town Manager Lasday informed the Town Council there was a conflict with the scheduled June 8th Regular Council Meeting, due to a school graduation and if they wanted to change the date, which would require amending that date on the Budget Calendar, according to FGOA best practices. Council Member Bruder suggested the meeting be held on June 9th instead, and the other members stated they were in favor.

20. **Discussion and possible** action on the Shuttle/On-Demand program for the Town of Bay Harbor Islands.

Council Member Bruder suggested the town utilizes the piggyback provision for the On Demand service and move forward on its own. Following discussion, it was the general consensus of the Town Council to use the 70-hour option, which would require an additional \$10,048 annually for ADA service; see how many people use the service this year; and revisit the matter later.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward to address the Council and commented on the lack of participation by Bal Harbour.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to proceed with the 70-hour option for the shuttle. Council Member D’Amico seconded the motion, and it passed unanimously on a poll vote. Vice Mayor Tricoche was absent.

ADJOURNMENT:

There being no further business to discuss the meeting adjourned at 10:13 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Special Hybrid Meeting of the Town Council was held on Monday, June 6, 2022, at 6:00 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller

Vice Mayor Elizabeth Tricoche
Council Member Molly Diallo

Council Member Teri D'Amico
Council Member Robert Yaffe

Council Members Bruder and Salver were absent.

1. Discussion regarding the proposed development adjacent to the west relief bridge.

Mayor Fuller stated the purpose of the meeting to seek authorization from the Town Council to address the City of North Miami ("city"), on behalf of the Town, on the proposal before the city to develop the White House located over the causeway into North Miami. He then explained the proposal to build a 15 or 18 story, 54-unit residential condominium. He expressed his concern for the safety of the residents of Bay Harbor Islands, Surfside, and Bal Harbor when traveling over the causeway and exiting into the North Miami area. He stated that, in the early plans, the development will require a change in the zoning and density for North Miami. One of the questions had always been how they would handle cars entering and exiting. They plan to use the original plans that were submitted by the last owner, which allow for connection onto the bridge on Bayshore Drive. The plans submitted include an access to be connected onto that bridge with turns into Bay Harbor, right turn only. There is also a right turn exit and a right turn entrance only, from 123rd Street right at the foot the Town's west relief bridge, directly into the project. Their Traffic Study do not indicate much usage, as they believe people using or buying the \$4.6 Million or higher units will want to go to the west, rather than going to the east.

Vice Mayor Tricoche stated that according to the Traffic Study, they don't think the buyers will be driving very much. They estimated 234 daily trips.

Mayor Fuller stated they essentially have almost all the traffic going west, and the ones that go east, it's indicated they are supposed to make a U-turn at the light, which creates the problem as it means cutting across to the third lane of traffic to the turn lane.

He explained that in a short period of maybe 15 or 20 feet at most, they are supposed to cut across and block Bay Harbor Islands traffic, which is the first hazard that caught his attention. He further expressed concern because just cars coming in and out onto 123rd Street without any kind of acceleration lane, suddenly now is going to potentially block traffic. Their design calls for an entrance on the bridge, on the Keystone entrance bridge on Bayshore. He wanted to bring this up at their meeting to avoid the developer from later claiming hardship to then apply for a variance and North Miami to be inclined to approve after the fact. Another major issue is that their plans include a significant underground parking garage. He expressed concern about the probability of damage occurring to the water line into Bay Harbor, Bal Harbor, and Surfside, during excavation of the property, which could shut down the water until repairs or replacement for all three of the Surf/Bay area was completed; not to mention the vibration to the west relief bridge from the excavation and drilling, adds to the probability of potential damage. And if the bridge gets shutdown, there would be an additional cost to fight with North Miami or with the developer for the renovations or repairs, at the same time potentially shutting down access to the draw bridge.

Mayor Fuller stated his belief that people who would purchase the over \$4.6 million units will head to the beach to shop at Bal Harbor and Bay Harbor shops, which will result in them making that illegal left turn, which could become dangerous for everybody coming off the causeway. He did not think they had any concept that the Town was looking to replace the bridge, and the traffic study there, will not factor in additional load, time, and construction vehicles. Furthermore, the moving of construction vehicles, on a proposed right turn only is very sharp. It's not certain how they plan to move construction vehicles unless, based on the proposed plans, they intend to use Bayshore Drive, which is not fit because of the specs and weight limits.

Discussion followed regarding concerns of impact on traffic and construction trucks staging that will create a traffic problem because of limited amount of space, affecting the entrance and exit of Bay Harbor Islands, causing major problems not only to the Town but to Surfside, Bal Harbor and all North Beach; in addition to flooding. He mentioned there's a potential issue with FEMA because the regulations do not allow for subterranean parking. The Council raised a concern about trying to exit the island if there was flooding from a storm.

Vice Mayor Tricoche followed by adding the developers intend to complete the project by 2024, which would not only be one of the fastest construction projects completed, but potentially replacing a bridge while doing this construction would be unfunctional and unsafe. She talked about the developers needing a variance. Mayor Fuller stated that they are looking for a zoning change, not a variance.

Vice Mayor Tricoche added the developers would need to alter the land for the project, which would not only affect the White House Inn, but all Bayshore Drive. She stated that North Miami seems to approve developments freely as they are building another 300- unit apartment project further down which required a zoning change. Eventually, the intention is to have more large towers on Bayshore. Essentially, all the cars from those new residents and towers will add traffic to the bridge, making illegal turns and blockades much worse. She stated that safety was her main concern.

Mayor Fuller pointed out that if residents driving into the causeway speed, they can be cited by the town; however, the illegal turn at the foot of the bridge creates an issue for the Town or for North Miami depending on where the drivers head, and Bay Harbor will take the brunt. He continued that anyone could speak publicly at the North Miami meeting on behalf of themselves, not on behalf of the town. The Town's rule is to have the council's consensus before addressing concerns at the North Miami hearing. He stated his intension to be at the meeting tomorrow night.

Vice Mayor Tricoche addressed the mayor stating hopefully they will go through with the meeting. However, if they don't, the mayor can send any one of the Council in his stead.

Mayor Fuller, before proceeding to public comments, invited the council to raise any concerns or questions.

Council Member D'Amico asked how the developers are getting the subterranean parking garage. Mayor Fuller responded the garage is on the plans. As they come in the loop, they're going below into the facility which is next to the town's water line. Council Member Yaffe asked how the underground garage was not going to flood. Council Member D'Amico advised the plans are misleading because in another sheet of the plans it is called a loading bay. And they can't get people in and out through that small side, making it a bad plan.

Mayor Fuller stated he doesn't expect these to be the final plans. He felt they will claim hardship in the future to request a variance to change part of the plans. Their current plans show a loading bay and valet; the valet is going to put under the building. He stated that flooding is not the town's issue, but his problem with flooding is when it affects the street and the exit. And as Vice Mayor Tricoche stated the fact of how long this construction is going to be while the bridge is being replaced, which will take multiple years, is concerning.

Council Member D'Amico added why spending millions of dollars on this bridge and have them dumped on to North Miami where there's a flooding zone. Evacuating will be an issue if North Miami doesn't address their flooding issue considering it's a state road.

Mayor Fuller agreed with Council Member D'Amico and stated North Miami will have to deal with that issue, as it is not the Town's responsibility. He firmly believes each city is entitled to do as they please within their city. However, he also believed if the city has a project on the border of a neighboring city, there's a responsibility to speak with the neighboring city to try to minimize the impact.

Council Member D'Amico asked if the town could speak with the county.

Mayor Fuller responded the county's interest in this matter deals with the water line and they will get involved. Unfortunately, North Miami has control of that portion, and they will need to deal with the County, if they need to move the water line. It's an expense, but it would be their expense. The problem lies where the waterline would be moved to, or if they decide to leave as-is, they can drill next to it and damage it; leaving the Town without water for hours or days before it's repaired.

Council Member D'Amico added we have evidence that's something to be concerned with; 87th Park did have to pay about half a billion dollars because of that same work that was done. Not to say this project will get that bad, but the underground parking needs to be a major concern in any future development. Vice Mayor Tricoche added underground parking is not allowed by FEMA. Council Member D'Amico responded when the development is big, they can because she noticed it's not in the rendering.

Mayor Fuller added they're going to claim hardship, because technically that one property is surrounded by water, and they can say it's going to drain into the bay. The bigger problem is he believed they will claim it's a mix use building. He theorized they will claim that strip of land for the park for the purpose of the mix use; therefore, getting around the FEMA regulations; which is up to North Miami, as the council's focus must be the safety, security, and the water supply. He wanted to present to North Miami the potential issues, the problems foreseen, and the safety issues that will put the residents of the Town at risk.

PUBLIC COMMENT

Frances Neuht, 1060 Kane Concourse, came forward and stated the island was flooded on Saturday causing her to have go the other way. She advised she is being misinformed as to the causeway draw bridge. She was under the impression that the Town was fixing the whole bridge, and now the Town is only doing a partial bridge. She stated that she was not concerned about North Miami, only for her Town.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and stated that the Town Attorney who was a lobbyist for Ocean Cadillac should have information on the White House. Town Attorney Geller responded her statement is incorrect. She also thanked the Mayor and Town Manager for allowing public comments and for coming to their last meeting at Keystone. She stated that she is a co-owner of a house in Keystone and one of her worries was how they would get out when there's a hurricane with all the massive constructions that are coming up. She later apologized to Town Attorney Geller but questioned him again if he ever had dealings with the White House. Town Attorney Geller once again responded he never had any dealings with the White House. She also commended Council Member D'Amico's thought process and always questioning the "whys," but someone must have presented this project for it to be considered. Council Member D'Amico interjected by acknowledging that what the Town needs is a full-time planner to look out for the benefits of the Town. She thanked the Council and stated she would be present at the meeting.

Town employee Bridget Anne Morin, Director of Communications & Causeway Programs, attended via zoom and asked the council if FDOT was involved because 123rd Street is a state road. And anything that they're going to do to affect traffic in front of the White House Inn, which is also subject to FDOT's approval. Mayor Fuller responded the Council is aware it's a state road and more research were being done. As to including FDOT, he would like to address in a future meeting, not today.

Former Mayor Linda Zilber, 1235 95th Street, attended via zoom and advised many years ago when the White House was being built, a small part of the parking belonged to the Town and they requested permission to build, which should be researched for any issues.

PUBLIC COMMENT CLOSED

Mayor Fuller asked the Council for a consensus to proceed to speak on behalf of the Town at the meeting, and if this project was approved to go ahead and see what can be done to protect the Town.

Town Attorney Geller advised that although the concerns expressed by the Council Members were legitimate, the Town must be somewhat circumspect in only addressing the items that affect the Town. And if the Town appointed the mayor in this role, it's acceptable to raise concerns, but it must be done in a manner that will not create a lawsuit against the Town by the developer, if it can be avoided.

Council Member D'Amico asked Town Attorney Geller if a statement can be written and approved by him, instead. Town Attorney Geller stated that it's not a matter of approving a question being asked. Asking any question is appropriate and wouldn't substitute his judgment for that of the mayor or the Town Council. He was cautioning the Town Council of doing something that would invade the province of North Miami. The responsibilities of North Miami are up to their residents, and if the Town's interest rights are respected, it's proper to raise those concerns. However, litigation should be avoided, unless the interest of the Town is overstepped.

ACTION: Vice-Mayor Tricoche made a motion to allow Mayor Fuller to speak at the North Miami Public Hearing on behalf of the Town. Council Member Yaffe seconded motion, and it passed unanimously.

ADJOURNMENT:

There being no further business to discuss the meeting adjourned at 7:20 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Hybrid Meeting of the Town Council was held on Wednesday, June 9th, 2022, at 7:06 p.m. using video telephone communication through the zoom platform. Upon roll call the following members responded:

Vice Mayor Elizabeth Tricoche
Council Member Teri D'Amico
Council Member Isaac Salver

Council Member Stephanie Bruder
Council Member Molly Diallo
Council Member Robert Yaffe

Mayor Joshua Fuller was absent attending the North Miami Planning Commission Public Hearing regarding the proposed development of the White House property.

SPECIAL PRESENTATION:

Ruth K. Broad Student of the Year - Cameron Mann

This item was deferred to the August Council Meeting.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Vice Mayor Tricoche pulled Items #3 and #11 from the Consent Agenda to be discussed on the Regular Agenda.

Council Member Yaffe suggested Item #19 be deferred as the Design Review Board did not approve the project last night.

Matthew Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, #300, Miami, FL 33131, came forward, on behalf of the applicant, and addressed the Council on moving forward with the item.

Niesen Kasdin, Akerman LLP, 98 S.E. 7th Street, #1100, Miami, Florida, counsel for the Onda project, came forward and requested the matter be continued to the August Council Meeting.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Mayor Fuller was in North Miami representing the Town's interest regarding the proposed development on the White House property and is expected to be at this meeting after the Public Hearing with the Planning Commission.
- Meeting with the TPO where it was mentioned they would help to secure grant funding for the Shepard Broad Causeway Bridge repair. She explained that there has to be money for the TPO which would require a Budget Amendment. She will distribute a draft budget as the Governor vetoed \$800,000 grant funding for the generator.
- Require consensus of the Town Council for Budget Workshops on June 20th and July 27th.

- Retirement of Public Works Director Douglas Armstrong. The Town Manager thanked him for 13 years of service to the Town. The Council members echoed the same sentiments.
- Commended staff for their work on the Hurricane Preparedness Booklets for distribution to residents.
- Requested date for Council Retreat, if there was interest.
- Council Chambers renovations/IT equipment expected.

Council Member Bruder suggested the Town Manager start preparing bi-weekly Manager's Report instead of weekly. There was no objection from the Council.

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

Council Member D'Amico reported on working with the budget with staff, attendance at the PBA Gala, and plans to attend the Miami-Dade County League of Cities Gala, as well.

Council Member Yaffe reported he attended a zoom meeting with Mayor Levine Cava where many issues like transportation were discussed, with concentration on affordable housing and workforce housing. He stated he will be attending the Miami-Dade County League of Cities Gala. He also thanked Public Works Director Armstrong for his service to the town.

Council Member Diallo reported on attending the next Sisterhood Circle through service meeting with Congresswoman Debbie Wasserman Schultz; thanked the employees of the town for a great job; particularly the police for increased neighborhood policing.

Council Member Bruder gave assurance that the police are properly trained and are prepared for anything that happens at the school. She thanked the entire staff of the town for working diligently and overtime during the recent mini hurricane; thanked Town Clerk Hamilton for working late to finalize the Council Meeting Agenda during that time; and expressed thanks and appreciation to Public Works Director Douglas Armstrong. She further announced the summer camp program with tutoring.

Vice Mayor Tricoche requested a meeting be held in the Cone of Silence to review the School Safety Plan, through Town Attorney Geller.

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.

Luis Limeres, 10350 West Bay Harbor Drive, came forward and questioned the cancellation of the Onda project. Council Member Yaffe and Vice Mayor Tricoche explained the applicant's choice to postpone the item to the August Council Meeting because two (2) members of the Council were absent, and approval of a variance requires at least five (5) votes. Mr. Limeres was informed that residents will be notified regarding the August meeting.

Anne Marie Kelly Stoppa, 9881 East Bay Harbor Drive, came forward and was concerned about the safety of the school; opposed fully armed police being at the school and stated she'll provide information to the town from a school in Indiana with proven safety results; late 40-year recertification report for 9881 East Bay Harbor Drive, and spoke on allegations of discrimination with being told "to move back to where White people came from".

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about former Council Member Jordan Leonard. She referred to certified reports she provided to the Town Manager suggesting consideration be given to adding a second floor to the parking garage, if there was a shortage of parking, besides the parking by Town Hall.

Council Member Bruder felt the idea of an additional floor to the parking garage was a good one and believed the cost should be explored.

John Ferro, 9881 East Bay Harbor Drive, came forward and reported they had requested an extension on the 40-year recertification as they were working on the structure of the Building Department and with the Fire Department. He provided assurance that the buildings are safe to be occupied.

Former Mayor Linda Zilber, 1235 95th Street, attended via zoom and asked that speakers speak directly into the microphone.

Town Manager Lasday informed Ms. Zilber that the Love Statue had been installed.

PUBLIC COMMENT CLOSED

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

Council Member Yaffe informed Town Attorney Geller he had made a motion to defer the item because the Design Review Board had denied the request. Vice Mayor Tricoche asked the Town Attorney if the Council had the choice to defer the item, and the attorney responded yes. Mr. Geller clarified it was stressed to the Design Review Board that they were not to act on issues of the Parking Trust and the acceptance of alternative parking arrangements, which are to be decided by the Town Council. He added that the Council is permitted to vote on those two items on the agenda, since they are not matters for the Design Review Board. He stated that if the Council chose to approve the Parking Trust and Alternative Parking requests, they may do so, which will not relieve the applicant from obtaining Site Plan Approval. Additionally, it was in the council's power if they wish to defer the item.

Council Member Yaffe withdrew the motion to defer Item #19.

Council Member D'Amico opposed moving forward with Item #19 as she didn't want to set a precedence that the Design Review Board (DRB) was of no value. She stated that the Council was not qualified to review the requests at the same level as the DRB, who are professionals and felt it was best to receive their opinion. She stated that she was a part of putting the Board together years ago, and its purpose was to advise the Council. She spoke about drawings being submitted without layout of the units.

ACTION: Council Member D'Amico made a motion to defer Item #19 until the DRB review the request. Vice Mayor Tricoche seconded the motion concurring that the DRB should hear the matter followed by submittal to the Town Council for review. The motion to defer passed by a 3-2 on a poll vote with Council Members Bruder and Yaffe opposing.

COMMITTEE REPORTS:

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

2. **Consideration and Approval** to piggyback off the Broward County P25 System and Services Agreement R1422515R1/P1 with Motorola Solutions, pursuant to Section 2-1(6) of the Town Code, to procure a Radio Communication System in the amount of \$124,520 for the Police Department on a 60-month lease term.
4. **Consideration and Approval** of a Resolution authorizing the Town Manager to enter into an Interlocal Agreement with Miami-Dade County for On-Demand Services.

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING AN INTERLOCAL AGREEMENT WITH
MIAMI-DADE COUNTY FOR ON-
DEMAND TRANSPORTATION SERVICES; PROVIDING
FOR AUTHORIZATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

5. **Consideration and Approval** of a contract with Beefree, LLC dba "Freebee" for On-Demand services
6. **Consideration and Approval** of Issuance of a Request for Proposals (RFP) to select a Design-Build firm for the 92nd Street Dog Park Extension Project. Enclosed is a copy of the RFP package.
7. **Consideration and Approval** of Issuance of a Request for Proposals (RFP) to select a Design-Build firm for the 96th Street New Park and Kayak Launch Project. Enclosed is a copy of the RFP package
8. **Consideration and Approval** of Chen Moore & Associates, Inc. (Continuing Engineering Services Firm for the Town) design fees proposal in the amount of

\$81,643.25 for design, permitting and construction inspection of a new seawall on 9600 West Bay Harbor Drive, where the new Town Park will be located. Enclosed is a copy of the proposal.

9. **Consideration and Approval** of BCC Engineering Inc. Proposals for the total amount of \$74,560 to design additional structural improvements required by the Town to the Plans being prepared for the Indian Creek Bridge (875103) and for the West Relief Bridge (875105). Enclosed are copies of the Proposals.
10. **Consideration and Approval** of Task Order #1 with ATKINS North America, Inc. for an amount Not-to Exceed (NTE) \$500,000 for the Broad Causeway Drawbridge SR-922 Replacement Project.

ACTION: Council Member Bruder made a motion to approve the Consent Agenda minus Items #3 & #11. Council Member Diallo seconded the motion, and it passed unanimously.

3. **Consideration and Approval** of agreement with Miami-Dade County School Board for renewal of the Address Verification Program for School Year 22-23 at Ruth K. Broad elementary.

Council Member Diallo recused herself from participating in the matter as an employee of the Miami-Dade County School Board and exited the Council Chambers.

Vice Mayor Tricoche provided a brief history of the program when Ruth K. Broad had an overpopulation. An agreement was made with the Miami-Dade County School Board to have only 1,290 students, and the number had increased to almost 1,500. The school built an extension, and certified, through public hearings on more than one occasion, that the cap would not change. It would better serve the students by converting closets into classrooms. And through the program they would employ someone to perform the job of address verification, since it was known that students outside of the area were attending the school. They were paid \$10,00 00 for several years and did not hire someone for the job. Since COVID, they have been accepting children from outside the area. The Vice Mayor requested the School Board representative and the Ruth K. Broad principal be invited to appear before the Council with a plan for the address verification. Council Member Yaffe suggested proceeding with the agreement without paying the \$10,000, since they were paid last year. Council Member Bruder concurred. She asked that the School Board representatives provide information on how many children are enrolled, their plan for conducting address verification, how many children from out of the area attend, the number of children per classroom and double classrooms, if there are all qualified classrooms, and where do they plan to place the children for tutoring next year, since teachers were using the Community Center for private tutoring.

Town Manager Lasday clarified that private tutoring was no longer conducted at the Community Center. She stated that as the town was getting ready for the Children's Trust Program, the teachers were advised they can no longer have tutoring at the center.

Vice Mayor Tricoche requested that staff also find out when the prior buildings will be painted to match the new buildings as was promised by the school. Council Member Bruder noted the town raised the money to paint the building and an agreement was in place.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and spoke on the poor condition of the school with broken lights, a tree in the front yard that was to be replaced, no sidewalks, and no control in the area with kids in the street after school.

Former Mayor Linda Zilber, 1235 - 95th Street, attended via zoom, and suggested a special meeting be held with the School Board.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the School Verification Program agreement with Miami-Dade County School Board for the 2022-2023 School Year without paying the \$10,000, since it was previously paid, and to invite representatives from the School Board to come before the Council with details on the above requested items. Council Member Bruder seconded the motion, which passed unanimously on a poll vote.

- 11. Consideration and approval** to purchase four (4) SOOFA solar-powered, smart city digital, Town- branded sign kiosks. Bay Harbor Islands own the rights to all communication and branding on the sign. No advertising will be permitted. Attached is the General Services Agreement.

Vice Mayor Tricoche questioned the goal of the Soofa Signs for announcements. While she wanted to ensure residents were informed and had access to information, she pointed out there were already announcement boards in the parks, in different areas of the town, distribution of the monthly newsletter, and the reverse 911.

Director Bridget Morin, Communication of Director and Causeway Programs with the town, came forward and explained the purpose of the Soofa Signs that are real time Bulletin Boards, which can be used to provide notice of last minute events and disseminate the information real time; and can be changed at will in addition to sharing the information on the website by posting the information and retrieving it with a QR Code that can be scanned and allow access to the website to that information. She stated that the signs also allowed for producing a count of people who walk past them. She suggested placement of one sign at the Community Center, one at the Town Hall, and two on Kane Concourse.

Council Member Diallo suggested starting with one sign. Council Member D'Amico concurred. She stated there are strategic places they can be placed, while not in favor of them being in the residential areas. One could be placed in front of the Community Center, one at Town Hall, and one on Kane Concourse. Discussion continued regarding placement of the signs. Council Member Bruder suggested a pilot program with placement of one sign by the Community Center.

ACTION: Council Member Bruder made a motion for a pilot program with placement of one Soofa Sign at the Community Center. Council Member D'Amico seconded the motion, which passed 4-1 on a poll vote with Vice Mayor Tricoche opposing.

27. Consideration and Possible action regarding the Town Clerk's position.

Council Member Bruder stated the town went through the search process for a Town Clerk and felt Yvonne Hamilton was the best candidate, as Ms. Hamilton had proven to be a hard worker, and the Town Manager and Staff were happy with her and would like to see her retained. Council Member Yaffe stated that he felt Ms. Hamilton was doing a good job, Council Member D'Amico felt none of the candidates came up to the level of Ms. Hamilton's expertise, and Council Member Diallo concurred. Vice Mayor Tricoche would like to go back through the process of looking for a Town Clerk since she felt there was not a sufficient number of applicants and would like to feel confident that there was, and that the best person was chosen for this very critical position.

Council Member Yaffe asked the Town Manager to explain the advertisement process for the Town Clerk's position. He stated that one of the applicants was a clerk who worked in a large city in Pennsylvania.

Town Manager Lasday stated that a nationwide search was conducted with a \$98,000 to \$148,000 salary range.

Human Resource Director Shaun Galvez came forward and stated that a national search was conducted for the Town Clerk's position with a salary range of \$97,000 - \$148,000. The job was advertised on the town's website, on the website of the International Institute of Municipal Clerks Association, the International City Manager's Association, the Florida Association of City Clerks, the Florida League of Cities, Governmentjobs.com, and Miami-Dade County Municipal Clerks Association for three weeks. She felt the master's degree requirement was a deterrent since, in her experience, the standard qualifications were an associates or a bachelor's degree. It was noted the advertised qualifications were a master's degree or five years as a City Clerk. Council Member Yaffe mentioned that a couple of the applicants had master's degrees but did not have experience as a Town Clerk and preferred the person being hired had experience. Vice Mayor Tricoche felt three weeks advertisement was not sufficient. Council Member Bruder continued to express support to hire Ms. Hamilton based on her work thus far and positive feedback from staff.

ACTION: Council Member Bruder made a motion to appoint Yvonne P. Hamilton as the Town Clerk. Council Member D'Amico seconded the motion, which passed 4-1 on a poll vote with Vice Mayor Tricoche opposing.

Town Attorney Geller administered the "Oath of Office" to the Town Clerk.

14. **Consideration and Approval** of an ordinance on second reading to rezone a 20-foot strip of land at 9110 West Bay Harbor Drive from RM-3, Multiple-Family Residential District to RM-1, Multiple-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO THE REZONING OF A CERTAIN PARCEL OF LAND, AS MORE PARTICULARLY DESCRIBED HEREIN, THE NORTHWESTERLY 20 FEET OF TRACT "A", 9110 WEST BAY HARBOR DRIVE, FROM THE RM-3, MULTIPLE-FAMILY DISTRICT TO THE RM-1, MULTIPLE-FAMILY DISTRICT; AMENDING SECTION 23-2 OF THE TOWN CODE AND THE OFFICIAL ZONING MAP TO REFLECT SAID ZONING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor, and Council Member Diallo seconded the motion.

Council Member D'Amico expressed concern about building on the town's storm drain on the property, mentioned the property was being up zoned, and wanted to know if the next-door neighbor was notified of this request.

Town Manager Lasday explained that the property owner was giving an easement to the town, and the area where the piping is located is part of the town's Storm Water Master Plan.

Council Member D'Amico wanted to know how the property owner would maintain the property. She felt the property was being up zoned because of the different setback and height requirements allowed in RM2 versus RM3.

Niesen Kasdin, Akerman LLP, requested to defer the item until Mayor Fuller attended the meeting to have more people, since five votes are required for approval.

Town Manager Lasday provided an update on Mayor Fuller's attendance stating that he was just addressing the Council at North Miami.

15. **Consideration and Approval** of an ordinance on second reading amending Chapter 13, entitled "Local Business Tax Receipt and Regulations by revising Sections 13-4, 13-7, 13-9, 13-14 through 13-16, and 13-18 of the Town Code to update the Business Tax Receipt issuance process; designating the authority to issue Business Tax Receipts to the Town Manager or her designee. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 13 OF THE TOWN CODE, ENTITLED "LOCAL BUSINESS TAXES AND REGULATIONS", BY REVISING SECTIONS 13- 4, 13-7, 13-9, 13-14 THROUGH 13-16, AND 13-18 TO UPDATE THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor and Council Member Yaffe seconded the motion.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt it was a good idea for the Town Manager to take over the responsibility of the Business Tax Receipts, but didn't think the manpower was available to enforce those regulations. She spoke about variances associated with the Business Tax Receipts that require approval by the Council at a Public Hearing; opening of new Barber Shop without a Business Tax Receipt to sell liquor; meetings being held at the preschool at nights which is not a permitted use; preschool sign to be removed; the Altair Hotel using their parking lifts for storage; and the Code regulations for businesses on the ground floor in the Business District not being followed.

Council Member Bruder suggested two shifts for Code Compliance Officers to address code violations, with nightly coverage. Vice Mayor Tricoche suggested alternating schedules seven days per week.

Town Manager Lasday liked the suggestions and stated that another Code Compliance personnel to work at night can be added to the budget with rotation on Sunday. Regarding the Business Tax Receipt, she informed the Council that the Finance Director, Building Official, and Recording Secretary were involved, and was trying to improve things in other areas, including how the BTR's are processed, compliance with Code, and permitted usage. She stated that a third Code Compliance Officer would be helpful as staff work

collaboratively to address some of the issues. With the Council's approval, the Town Manager will locate money in the budget to add a third Code Compliance staff.

At this time, 8:41 p.m., Council Member Isaac Salver attended the meeting via Zoom.

ACTION: The votes on the motion to approve the ordinance on second reading passed unanimously on a poll vote.

16. **Consideration and Approval** of an ordinance on second reading amending Chapter 16, Section 16-1(i) of the Town Code for average final compensation to be calculated based on a member's highest annual pay received during the member's last three years prior to retirement.

ACTION: Council Member Bruder made a motion to approve the ordinance on second reading. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

17. **Consideration and Approval** of an ordinance on first reading amending Chapter 5, Section 5 3/4-16 of the Town Code clarifying and amending the authority of the Litigation Committee.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA RENAMING AND AMENDING CHAPTER 5 ¾-16, CODE OF ORDINANCES TO CLARIFY THE AUTHORITY OF THE LITIGATION COMMITTEE OF THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Vice Mayor Tricoche seconded the motion.

Council Member Yaffe suggested the name of the Litigation Committee be changed and that an item be placed on the agenda of the August Council Meeting to appoint a third member, since there are currently two. Council Member Bruder asked if the proposed \$75,000 amount of fines to be ratified by the Council should remain or if a percentage should be used. Vice Mayor Tricoche preferred the use of the \$75,000. Council Member Salver stated that typically the Litigation Committee settles fines of \$2,500 to \$30,000 against homeowners and condominium owners, depending on the duration of the matter, and the bulk of the items are usually under \$30,000/\$40,000. Council Member Bruder stated her reason for bringing the item before the Council because of numerous calls she

received concerning a case with a large penalty and felt the council should work together on litigation matters, after a certain financial point.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and alleged bias and discrimination by the Litigation Committee. She referred to an ongoing matter for three years with a property at 92nd Street with an unsightly yard that caused residents to complain, with ridiculous fines.

PUBLIC COMMENT CLOSED

ACTION: The motion by Council Member Bruder, seconded by Vice Mayor Tricoche to approve the ordinance on first reading passed unanimously on a poll vote.

18. **Consideration and Approval** of an ordinance on first reading amending the Town's Code of Ordinances related to the regulation of exterior balconies, sponsored by Council Member Robert Yaffe.

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

Town Attorney Geller introduced Special Counsel Omar Bradford, Genovese Joblove & Battista, P.A., to represent the item. Previous Special Counsel, Alfredo Gonzalez, was unavailable. Mr. Geller then recused himself from participating in the matter and exited the Council Chambers.

Council Member Yaffe made a motion to approve the ordinance on second reading and Council Member Bruder seconded the motion.

Council Member Yaffe recalled being the original advocate for the establishment of the Gateway "Gateway" District. He felt that all four properties in the Gateway (the one that is going to be a park, the two hotels, which have balconies, and the planned office building) should be treated equally.

Council Member D'Amico encouraged her fellow Council Members to keep balconies off of the buildings overlooking Kane Concourse. There was discussion about the location of the balconies, and it was clarified the One Kane Concourse project was already approved and they were requesting modifications of the plans to add balconies. Town Manager Lasday stated that approval will be required by the Design Review Board, if the request were approved by the Council.

Matthew Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, #300, Miami, FL 33131, came forward on behalf of one Kane Concourse, LLC and discussed the setbacks, location, and size of balconies.

Council Member Salver asked for clarification that the balconies will not hang over the outdoor dining area. It was confirmed that they will not, according to the plans.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that giving an exception to this Gateway property, which is zoned commercial, should be set by Code, because the other properties should not relate to this one. She spoke of the Altair Hotel with balconies and lots of noise, no access to the water; 10 feet of property being given to the One Kane Concourse for the restaurant and lots of exceptions and extra up-zoning without knowing what the design is. She noted that the Town Manager had commented in her report that the 10 feet for their restaurant to extend into the Gateway was not approved. Town Manager Lasday clarified that the notes were for La Baia North, which was a different property. Mrs. Neuhut continued with allegations of spot zoning regarding this property.

Council Member D'Amico explained that there are three Gateway properties including the residential component, and they are setback enough so there is not the same issue as 1177 Kane Concourse; and two of the other properties already have balconies. She questioned why the change was being made regarding One Kane Concourse.

 Council Member Yaffe stated that the Code does not specifically permit balconies for office buildings, which is a different zoning classification, even though it's a Gateway property in the Business District, but it does for hotels.

Council Member Bruder felt that permitting balconies for this project would balance things out since all of the Gateway properties will now have balconies.

Former Mayor Linda Zilber, 1231 95th Street, hoped the building worked out as it will bring business that is desperately needed to the town; plus, it would be a good addition.

Council Member D'Amico asked if a subterranean garage was allowed. Chief Building Official Mesa stated that they are allowed in commercial buildings.

ACTION: Council Member Yaffe made a motion to approve the ordinance on second reading and Council Member Bruder seconded the motion which passed unanimously on a poll vote.

20. **Consideration and approval** of BHI 222: Irrigation and Landscape Maintenance Contract to Brightview Landscape Services for the amount of \$323,007.14 per year. Supporting documentation attached.

Council Member Bruder moved the item to the floor, and there was no second to the motion.

21. **Consideration and Approval** of a private TDR transaction for the transfer of two (2) TDR dwelling units from 9300 Harbor Terrace Condominium Association, Inc. (9300 Bay Harbor Terrace) to Future Clara BH MFR structure (10281 West Bay Harbor Drive). Enclosed are copies of the application, contract, site plans, and other supporting documents.

Council Member Yaffe recused himself from this matter due to a conflict of interest in representing the seller on this TDR request, and he exited the Council Chambers.

Council Member Bruder stated that the TDR program was started years ago to assist small buildings or those that required financial assistance to upgrade their buildings. Overtime the town had 300 TDR's with 89 now remaining. She suggested the requirement for 50% of the TDR's coming from the town be changed to 75%.

Council Member D'Amico would like to see how the TDR's have been disbursed over the years, evaluation of the parking, and reevaluation the cost.

Town Manager Lasday stated that a TDR appraisal was done, and the value was the same at \$65,000 for inland properties and \$75,000 for coastal. In accordance with a Charter requirement, a TDR report will be provided to the Council in August, with mapping information.

Vice Mayor Tricoche stated that as a manmade island, issuance of the TDR's should be based on equivalent disbursement throughout the islands and requested information on the disbursement to see if the density had to be mitigated in certain areas as to whether too heavy of a load was being created in certain areas versus other.

Matthew Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, #300, Miami, FL 33131, explained that Clara BH, new property owner of 10281 as of last fall, received approval for a 28-unit building. There was a prior development approval for the same number of units in 2016/2017 and both developments needed a total of 11 TDR's. The prior owners received six and an additional five is needed. They needed 50% in part because of the six previously approved. For the five needed now, they need three private and only two from the town.

Council Member Bruder reminded Mr. Amster that the Council is not obligated to approve the request.

Mr. Amster responded that the town will get more TDR's back from clients whom he represents, who have downsized two projects. He explained that the properties will be built, and the 28 unit is not maximizing the development potential as the units are large, all parking is provided on site, and they have made efforts to get other property owners who have older buildings that will be able to put money to good use as intended.

Council Member D'Amico felt that it was important for all of the parking to be located onsite. She commented on dealing with an application from 2012 that has been extended, thirteen years later with a new owner and didn't see how it would help the town.

Council Member Bruder stated that the matter of TDR's needs to be studied.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated the Town Manager was going to do a study on TDR's and the council should hold off until the report was received. She spoke about the purpose of the Parking Trust, the original intent of the TDR's, problems with underground parking, approval of 39 spaces for the lot next to 92nd Street Dog Park, and of Altair Hotel using lifts for storage.

ACTION: The motion to approve the request for the transfer of two (2) TDR units to the future Clara BH project at 10281 West Bay Harbor Drive, passed unanimously on a poll vote.

Town Manager Lasday reported that Mayor Fuller will not be attending tonight's meeting.

22. **Consideration and Approval** of a private TDR transaction for the transfer of one (1) TDR dwelling unit from Covenant Manor Condominium Association, Inc. (9871-9881 West Bay Harbor Drive) to Future Clara BH MFR (10281 W. Bay Harbor Drive). Enclosed are copies of the application, contract, site plans, and other supporting documents.

ACTION: Council Member Bruder made a motion to approve the TDR transfer. Council Member Salver seconded the motion, and it passed unanimously on a poll vote.

23. **Consideration and Approval** of a TDR transaction for the transfer of two (2) TDR units from the Town- owned "pool" of TDR units to the future Clara BH Multiple-Family Residential project to be located 10281 West Bay Harbor Drive. Enclosed are copies of the application and other supporting documents.

Discussion followed on TDR pricing, protecting the town's TDR's, TDR appraisal with current pricing, the applicant paying a higher price, value and placement of TDR's, distribution, and location of TDR's.

ACTION: Council Member Yaffe made a motion to approve the TDR transfer. Vice Mayor Tricoche seconded the motion, and it failed by a 3-3 vote. Council Members Bruder, D’Amico, and Diallo opposed.

Mr. Amster asked for a motion to reconsider, and Town Attorney Geller advised the Council on “Motion to Reconsider” process. A motion to reconsider was not offered.

The Vice Chair called a short recess at 9:39 p.m.; and the meeting reconvened at 9:48 p.m.

- 24. Discussion and Possible Action** regarding appointment of member to the Design Review Board.

Item #24 was deferred.

- 25. Discussion and Possible action** regarding renewal of funding for the School Resource Officer at Ruth K. Broad for School Year 22-23.

Council Member Diallo recused herself from participating in this item as an employee of Miami-Dade County School Board; and she exited the Council Chambers.

Vice Mayor Tricoche explained that the town has been splitting the cost of the School Resource Officer from the School Board with Town of Surfside and the Town of Bal Harbour. Bal Harbour advised they will not be contributing this year. Town Manager Lasday interjected that Bal Harbour is considering participating, and she requested the option be provided to either split the cost with Surfside or alternatively sharing with Bal Harbour, if the item were approved.

Council Member Salver stated that the School Resource Officer (SRO) should be underwritten by the Miami-Dade County School system, but the town is going above and beyond to make sure that the SRO belongs to the town, to have a person who has been there for a long time and knows the children. He added that Miami- Dade County School system is in charge of providing officers and have agreed to do so, but they assign whomever they want. Bay Harbor Islands in concern, decided to be proactive on this issue and made sure the town’s Resource Officer is there available at the school.

Council Member Bruder stated that she contacted a couple of school after talking with Bal Harbour about their concerns and learned from administrators and teachers that the county doesn’t send the same School Resource Officer all the time and they don’t always come back every day. Bay Harbor Island finds that its children are of utmost importance and having consistency with someone who knows the layout of the school, the children, and who has been with the town for many years was crucial.

Vice Mayor Tricoche stated there is a dual purpose to the officers as they are the last and first in the line of defense in the worst-case scenario, in any scenario that any parent can conceive of. More so, the community is based off of community policing and off of the relationships between the residents and the police as a neighborhood; which has extended into the school system creating not just current but future generations that there is a partnership in community and creating a community. The issue came to the forefront because the town did not have the necessary partnership with the school. The town has a different interpretation of what policing should be, the purpose of the officer, and who the officer needs to be.

Council Member D'Amico stated that familiarity with the Resource Officer is worth it; as we have learned what can happen. Therefore, the Resource Officer knowing the students is very important.

Vice Mayor Tricoche stated that it was disconcerting that a local community would take a stance on something as small as \$10,000 for the safety of the students to make a statement about their beliefs, which can be done without putting the children at risks. She felt the safety of the children is their responsibility to the constituents. She added that she found it very sad that would be a decision point that another community would make, but was happy to pick up the separate piece if the town needed to do so, knowing she was doing everything in her power to protect the children

Council Member Bruder pointed out that this School Resource Officer undergoes similar training as the town's officers. Vice Mayor Tricoche stated that they are also supplied with all of the necessary gears.

Town Attorney Geller stated that this is something that the state is failing on, because it should be providing better school security measures at its expense. He added that the state has had the opportunity to weigh in and has declined it, and if there was more money to go around all the things you said about local control could still take place, but that money should be there and it shouldn't fall just on the School Board, much less on these individual cities.

ACTION: Council Member Bruder made a motion to approve the request whether splitting the cost with the Town of Surfside or sharing with the Town of Surfside and the Town of Bal Harbour. Vice Mayor Tricoche seconded the motion, and it passed unanimously on a poll vote.

Continuation of Item #14

Consideration and Approval of an ordinance on second reading to rezone a 20-foot strip of land at 9110 West Bay Harbor Drive from RM-3, Multiple-Family Residential District to RM-1, Multiple-Family District. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO THE REZONING OF A CERTAIN PARCEL OF LAND, AS MORE PARTICULARLY DESCRIBED HEREIN, THE NORTHWESTERLY 20 FEET OF TRACT "A", 9110 WEST BAY HARBOR DRIVE, FROM THE RM-3, MULTIPLE-FAMILY DISTRICT TO THE RM-1, MULTIPLE-FAMILY DISTRICT; AMENDING SECTION 23-2 OF THE TOWN CODE AND THE OFFICIAL ZONING MAP TO REFLECT SAID ZONING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder moved the item to the floor, and Council Member Diallo seconded the motion.

Niesen Kasdin, Akerman LLP, was present representing 9525 BHLLC.

Council Member D' Amico noted that the rating on the drainpipes were just released, and the town was almost in the poor section; and was worried the town is not looking at its drainpipes.

Council Member Bruder stated that the applicant was giving the easement to the town, and it would be the town's own to maintain. She added the applicant could build over the drainpipe if the town were not to get the easement.

Town Manager Lasday commented, in reference to comments that the pipes were ranked low, that the town council approved a \$127,000 Storm Water Master Plan Report, which identified all the areas that needed work; and because of that report the town already received \$600,000 in grants and were given a priority list of things that need to be resolved to minimize flood damage, sea level rise, etc. And the pipe in reference is part of the Storm Water Master Plan. Hopefully, if the Plan is executed each year; if monies are put into the budget, if the town continues to do what needs to be done in getting grants, the situation will get better.

Council Member D' Amico stated that a storm water drain is being addressed, and asked if there was any guarantee, since anything can happen to the pipe during construction.

Mr. Niesen responded that the town is getting more than a guarantee, because the property owner can build over the drain and interfere with the operation. The town will be receiving a perpetual, forever easement, in its favor, having 10 feet on the east side and five feet on the west side to maintain and utilize the stormwater drain. So forever now, the town would have free access and full rights to repair and maintain the pipe, and the town will not have those rights if the easement is not granted.

Council Member stated D'Amico with the RM3 Zoning, there are a few differences from RM1 and want to make sure it's a deal that helps both people.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the underground garages are no longer allowed, and they have to elevate the building, which creates flooding. She commented on Church by Sea damaging storm water drains; the need for moratorium on TDRs, the Parking Trust, the Town giving away land, up zoning, creating more density, and encroaching into easements. She suggested a plan be put together to figure out the TDRs, Parking Trust, pumping station, and stormwater drains.

PUBLIC COMMENT CLOSED

ACTION: The votes on the item to approve the request passed unanimously on a poll vote.

Item #20 was readdressed.

20. **Consideration and Approval** of BHI 222: Irrigation and Landscape Maintenance Contract to Brightview Landscape Services for the amount of \$323,007.14 per year. Supporting documentation attached.

Vice Mayor Tricoche explained that there was no motion on the item and the Town Manager requested direction on how to proceed, as the contract will terminate this month.

Council Member Yaffe made a motion to reconsider the item, and Council Member Bruder seconded the motion, which passed unanimously.

Town Manager Lasday informed the Council that the contract with Brightview Landscape Services will expire on July 1st, but it contains a 30-day termination clause. The second contractor submitted a bid for \$100,000 in the RFP process. Brightview kept their same price from several years ago.

Council Member Bruder stated that she has seen an improvement in the work that is being done by Brightview and had no problem keeping their service. Since there is a 30-day termination clause, they can be given notice if the service is not working out.

ACTION: Council Member Yaffe made a motion to approve the contract with Brightview Landscape Services. Council Member D’Amico second the motion, and it passed unanimously on a poll vote.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 10:09 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 2.

ITEM: Consideration and Approval of a Change Order for the purchase of additional gym equipment for the Town Gym located in the Morris Broad Community Center. Enclosed are supporting documents.

DESCRIPTION:

The Town of Bay Harbor Islands approved the procurement of new gym equipment for the Town Gym located in the Morris Broad Community Center. The expended funds will be allocated from the Police Department's Forfeiture Fund. The Town obtained three quotes to purchase gym items and Fitness Giant was selected as the lowest, most responsive bidder at a price of \$18,585.00. However, later it was determined that a Change Order in the amount of \$10,446.00 for the purchase of additional gym equipment would be needed, and approval would allow the Police Department to procure all the equipment needed to finalize the project. The total amount for the purchase of equipment from Fitness Giant with a Change Order is \$29,031, which, by the procurement ordinance, requires approval by the council.

It is recommended that the council approve the Change Order #1 with Fitness Giant. The approval of this purchase will further facilitate the outfitting of the Town Gym with the best products available. This purchase will be made through a Purchase Order Requisition.

The selected quote from Fitness Giant includes the delivery cost and a warranty plan for the equipment, which no other vendor offered. Fitness Giant offered the best value and quality of product for a lower price.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The Town Council approved \$47,985 of appropriations for the Operating Supplies at Police Forfeiture Fund. The amount of the original purchase was \$18,585.00 and the requested Change Order is \$10,446.00 for a total of \$29,031.00. There will be no additional fiscal impact to Police Forfeiture Fund.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Police Forfeiture Fund Gym Equipment	01/10/2023	\$10,446	301.5210.400052.000	Gym Equipment	\$47,985

Submitted By:

Analily Perez, Administrative Coordinator

ATTACHMENTS

1.	Memo Gym Equipment
2.	Fitness Giant Quote
3.	Quote Gym Equipment
4.	Fitness Giant Requisition



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 01/06/2023

From: Raul M. Diaz
Chief of Police

Subject: Consideration and approval of Gym Equipment

A handwritten signature in blue ink, appearing to read "Raul M. Diaz", is written below the printed name.

The Town of Bay Harbor Islands approved the procurement of new gym equipment for the Town Gym located in the Morris Broad Community Center. The expended funds will be allocated from the Police Department's Forfeiture Fund. The Town obtained three quotes to purchase gym items and Fitness Giant was selected as the lowest, most responsive bidder at a price of \$18,585.00. However, later it was determined that a Change Order in the amount of \$10,446.00 for the purchase of additional gym equipment would be needed, and approval would allow the Police Department to procure all the equipment needed to finalize the project. The total amount for the purchase of equipment from Fitness Giant with a Change Order is \$29,031, which, by the procurement ordinance, requires approval by the council.

It is recommended that the council approve the Change Order #1 with Fitness Giant. The approval of this purchase will further facilitate the outfitting of the Town Gym with the best products available. This purchase will be made through a Purchase Order Requisition.

The selected quote from Fitness Giant includes the delivery cost and a warranty plan for the equipment, which no other vendor offered. Fitness Giant offered the best value and quality of product for a lower price.

Fitness Giant, LLC
13401 Hipworth Road
Milton, GA 30004

888-867-1945 - Toll Free
 678-417-9831 - Phone
 888-328-5196 - Fax
 www.fitnessgiant.com

FitnessGiant.com
 "A trusted fitness source since 1996"

PAID
11/07/2022

Invoice

Date	Invoice #
10/24/2022	M18217

Bill To:

Bay Harbor Islands Police Dept.
 SGT John Grimes

Ship To:

Bay Harbor Islands Comm Cntr
 Attn: SGT John Grimes
 1175 95th Street
 Bay Harbor Islands, FL 33154
 786-599-1228 or 954-701-8916

P.O. #	Terms	Ship Via	Phone	Fax	e-mail
	Net 30	Motor Freight	786-599-1228		jgrimes@bayharborisland...

Quantity	Item Code	Description	Price Each	Amount
1	FG2300	DPRS-SF BODY SOLID PRO DUAL MULTI PRESS MACHINE	2,999.00	2,999.00T
1	FG2296	DLEC-SF BODY SOLID PRO DUAL LEG EXT/CURL MACHINE	2,999.00	2,999.00T
1	FG2593	Body Solid GS348Q Series 7 Smith Machine	1,740.00	1,740.00T
1	FG2622	BODY SOLID OST355 STEEL GRIP OLYMPIC PLATE SET - 355LBS	829.00	829.00T
1	FG2232	SFID325 Body Solid Pro Club-Line FID Bench	549.00	549.00T
1	FG1984	BODY SOLID SDR DUMBBELLS: PAIR EACH: 5-50LB RUBBER ENCASED DUMBBELLS IN 5LB INCREMENTS	1,250.00	1,250.00T
1	FG1985	BODY SOLID SDR DUMBBELLS: PAIR EACH: 55-75LB RUBBER ENCASED DUMBBELLS IN 5LB INCREMENTS	1,300.00	1,300.00T
1	FG2196	TDR3 TROY 3 TIER DUMBBELL RACK	725.00	725.00T
1	FG3041	CIRCLE FITNESS E6 ELLIPTICAL TRAINER	3,199.00	3,199.00T
1	FG3032	FITNEX T70 HRC COMMERCIAL TREADMILL	2,995.00	2,995.00T
	Shipping	Shipping & Handling	0.00	0.00T

Thank you for choosing FitnessGiant.com!		Sales Tax (0.0%)	\$0.00
		Total	\$18,585.00
		Payments/Credits	-\$18,585.00
		Balance Due	\$0.00

Fitness Giant

Toll Free: 1-888-867-1945
 Fax: 1-888-328-5196
 Email: sales@fitnessgiant.com

Fitness Giant, LLC
13401 Hipworth Road
Milton, GA 30004

888-867-1945 - Toll Free
 678-417-9831 - Phone
 888-328-5196 - Fax
 www.fitnessgiant.com

FitnessGiant.com
 "A trusted fitness source since 1996"

Invoice

Date	Invoice #
10/24/2022	M18218

Bill To:

Bay Harbor Islands Police Dept.
 SGT John Grimes

Ship To:

Bay Harbor Islands Comm Cntr
 Attn: SGT John Grimes
 1175 95th Street
 Bay Harbor Islands, FL 33154
 786-599-1228 or 954-701-8916

P.O. #	Terms	Ship Via	Phone	Fax	e-mail
	Net 30	Motor Freight	786-599-1228		jgrimes@bayharborisland...

Quantity	Item Code	Description	Price Each	Amount
1	FG2998	BODY SOLID S2SP/2 SERIES II SHOULDER PRESS MACHINE W/ 210LB STACK	2,199.00	2,199.00T
1	FG2295	DLAT-SF BODY SOLID PRO DUAL LAT/MID ROW MACHINE	2,999.00	2,999.00T
1	FG2996	BODY SOLID S2PEC/1 SERIES II PEC DEC REAR DELT MACHINE W/160LB STACK	2,599.00	2,599.00T
1	FG2994	BODY SOLID S2LPC/2 SERIES II LEG PRESS MACHINE W/210LB STACK	2,649.00	2,649.00T
1	Shipping	Shipping & Handling	0.00	0.00T

Thank you for choosing FitnessGiant.com!		Sales Tax (0.0%)	\$0.00
		Total	\$10,446.00
		Payments/Credits	\$0.00
		Balance Due	\$10,446.00

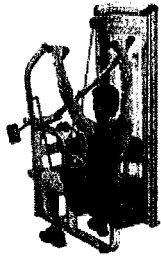
Fitness Giant
 Toll Free: 1-888-867-1945
 Fax: 1-888-328-5196
 Email: sales@fitnessgiant.com

By using our website, you agree to our updated [Terms and Conditions](#), [Privacy Policy](#), [Refund Policy](#) and [Chargeback Policy](#). **X**

Current Status : ✓ Fully Operational ✓ Curbside Pickups ✓ Full Delivery Service ✓ Open to Public

Search Our Website...

Home & Commercial Gym Equipment up to 70% off MSRP

**Cybox VR3 Pulldown
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

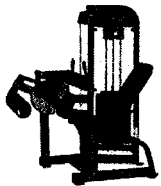
Paint Color: Silver

Vinyl Color: Blue

\$3,399.00

-	1	+
---	---	---

\$3,399.00

**Hammer Strength
Select Seated Leg Curl
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

Paint Color: Silver

Vinyl Color: Black

\$3,599.00

-	1	+
---	---	---

\$3,599.00

**French Fitness Rubber
Grip Weight Plate Set
w/7 ft Olympic Bar 305
lbs (New)**

Processing Time: Ships in
3-7 Business Days

Warranty: 30 Days Against
Defects

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

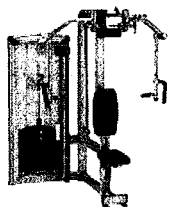
Condition: New in Boxes

Olympic Weight Plate Tree:
No Thanks

\$804.60

-	1	+
---	---	---

\$804.60



**Cybex VR3 Pec
Fly/Rear Delt
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

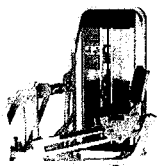
Paint Color: Silver

Vinyl Color: Blue

\$3,599.00

-	1	+
---	---	---

\$3,599.00



**Cybex Eagle Calf Raise
11120
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

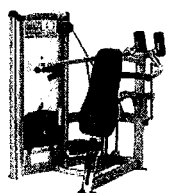
Paint Color: Silver

Vinyl Color: Black

\$3,399.00

-	1	+
---	---	---

\$3,399.00



**Cybex VR3 Overhead
Shoulder Press
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

Paint Color: Silver

Vinyl Color: Blue

\$3,399.00

-	1	+
---	---	---

\$3,399.00

French Fitness Rubber Coated Hex Dumbbell Set 5-50 lbs (New)



Processing Time: Ships in
3-7 Business Days

Warranty: 30 Days Against
Defects

\$1,259.10

-	1	+
---	---	---

\$1,259.10

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only
French Fitness Hex
Dumbbell Rack: No Thanks

French Fitness FFS Silver 45 Degree Linear Leg Press (New)



Processing Time: Ships in
3-7 Business Days

Warranty: 10 Years Parts, 1
Year Labor (Commercial)

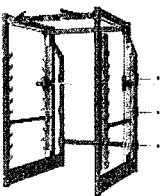
\$2,699.00

-	1	+
---	---	---

\$2,699.00

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only
Olympic Weight Plate Set:
No Thanks

French Fitness 3D Dual Action Smith Machine (New)



Processing Time: Ships in
3-7 Business Days

Warranty: 10 Years Parts, 1
Year Labor (Commercial)

\$3,299.00

-	1	+
---	---	---

\$3,299.00

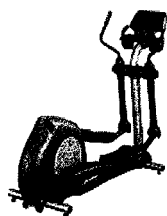
Full Assembly &
Installation: No Thanks,
Curbside Delivery Only
Paint Color: Silver
Olympic Weight Plate Set:
No Thanks

ITEM DESCRIPTION

EACH

QTY

TOTAL



**Life Fitness 91xi
Elliptical Cross-Trainer
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only
Paint Color: Standard
Colors (As seen in Primary
Picture)

\$3,499.00

-	1	+
---	---	---

\$3,499.00

|



**Life Fitness Integrity
Series Treadmill CLST
(Remanufactured)**

Processing Time: Ships in
2-4 Weeks

Warranty: 1 Year Parts &
Labor Warranty

Full Assembly &
Installation: No Thanks,
Curbside Delivery Only

Paint Color: Standard
Colors (As seen in Primary
Picture)

Voltage: Standard 115V
(Nema 5-20P, Dedicated
20A)

\$3,799.00

-	1	+
---	---	---

\$3,799.00

|



**French Fitness FFS
Silver MAB Multi
Adjustable Bench
(New)**

Processing Time: Ships in
3-7 Business Days

Warranty: 10 Years Parts, 1
Year Labor (Commercial)

Full Assembly &
Installation: No Thanks,
Fedex or Curbside Delivery

\$799.00

-	1	+
---	---	---

\$799.00

|

**French Fitness 3 Tier
Saddle 15 Pair
Dumbbell Rack (New)**



Processing Time: Ships in
3-7 Business Days

Warranty: 10 Years Parts, 1
Year Labor (Commercial)

Full Assembly &
Installation: No Thanks,
Fedex or Curbside Delivery

\$1,199.00

-	1	+
---	---	---

\$1,199.00

Enter Coupon Code Here:

APPLY

Shop For More

Clear Cart

CALCULATE SHIPPING *(optional)*

SHIPPING RATES:

CHANGE MY ADDRESS

USA Shipping & Handling \$2,614.00



United States, FL, 33009

Tax:

\$0.00\$0.00

TOTAL: 37,366.70

Pay monthly for purchases of \$199-\$10,000
with **PayPal**. Learn more

PROCEED TO CHECKOUT



paypal



Don't have Paypal credit?

Apply for PayTomorrow



tomorrow

Fair financing for all credit types.

USEFUL LINKS

[Terms & Conditions](#)[Privacy Policy](#)[Return Policy](#)[My Account](#)[Remanufacturing](#)[Extended Warranty](#)[Shipping](#)[Freight Requirements](#)[About Us](#)[FAQ](#)[Affiliate Program](#)[Submit Your Gym Photos](#)

HOW TO CONTACT US

[Email Us \(AAM\) 24/7/365](#)[Fax](#)info@expertfitnesssupply.com[800-966-6666](tel:800-966-6666) (toll-free)[904-262-2626](tel:904-262-2626) (local)[904-262-2626](tel:904-262-2626)[Manufacturer's Website](#)

PAYMENT

[Learn More About Us](#)

FOLLOW US



At Expert Fitness Supply, we have an extended additional 12+ week quality control period. All items subject to change without notice.

Call us if you have any questions: ☎ +1 844-442-7232

[Shipping](#) [FAQ](#)[Home](#)[About](#)[Shop](#)[Financing](#)[Markets Served](#)[Blog](#)[My account](#) >

CART



"TAG Fitness" is a registered trademark of TAG Fitness Inc. All other trademarks are the property of their respective owners. Continue shopping ✕

	Product	Price	Quantity	Subtotal
	SportsArt E80C Residential Elliptical (New)	\$2,295.00	1	\$2,295.00
	Life Fitness Discover SI Elevation Treadmill (Remanufactured) Backordered	\$4,895.00	1	\$4,895.00
	Body-Solid Rubber Coated SDR Hex Dumbbells (New) - 5-50lbs	\$1,315.00	1	\$1,315.00
	BodyKore Weight Room Home Gym Package (New)	\$2,500.00	1	\$2,500.00
	TAG Fitness S-Line Gym Package 8 Piece Circuit Set (New)	\$30,184.00	1	\$30,184.00

	Product	Price	Quantity	Subtotal
Coupon code	Apply coupon			
Cart totals				
	Subtotal	\$41,189.00		
	Shipping	Enter your address to view shipping options.		
		Calculate shipping 		
	Tax (estimated for the United States (US))	\$0.00		
	Total	\$41,189.00		

 available for orders between \$1 - \$2,000 

— OR —

amazon pay

>>

USE YOUR AMAZON ACCOUNT

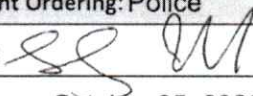


SECURE CHECKOUT
SSL ENCRYPTION



PRIVACY
PROTECTED

**TOWN OF BAY HARBOR ISLANDS
PURCHASE REQUISITION**

Department Ordering: Police	Date: October 25, 2022
Signature: 	P.O. No.
Delivery Date: October 25, 2022	Approved by Town Council on: (For expenditures exceeding \$20,000)

Vendor Name: Fitness Giant, LLC
Address: 13401 Hipworth Road
City, State & Zip: Milton, GA 30004
Phone: (888) 867-9831

Quantity	Page	Part # Cat. No.	Description	Unit Cost	Total
1.00			Purchase Order	18,585.00	\$ 18,585.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
				Total	\$ 18,585.00

Account Number: 5210 303400052. 000	Budgeted Item: YES / NO Yes
Finance Approval/Notes:	Budget Available:
Comments: Equipment for gym from forfeiture fund	

*** If there are not enough funds available in the budget, please provide details of additional funding plans in the comments section. Include the account number and amount of the budget transfer needed to cover the total expenditure.***

ADDITIONAL VENDOR INFORMATION

Date	Company Information	Item Description	Bid Price
	Name: Phone: Contact person:		
	Name: Phone: Contact person:		
	Name: Phone: Contact person:		

Bids obtained (check one): verbally____ written____ (attach written bids to this requisition)

____ (Dept. Head Initials) **Procurements less than \$10,000.**

Procurements where the total amount to be expended is not in excess of \$10,000 may be made by the Town Manager or his/her designee without approval from the Town Council and without competitive bidding.

8-N

____ (Dept. Head Initials) **Procurements greater than \$10,000.00 but less than \$20,000.00.**

A minimum of three bids or price quotations shall be obtained when practicable. Bids, price quotations or refusals to submit a bid or price quotation may be obtained verbally, but must be documented in writing using the table above. Approval from the Town Council is not required. If written quotes/bids have been obtained, please attach them to this requisition.

____ (Dept. Head Initials) **Procurements greater than \$20,000.**

Procurements where the amount to be expended is in excess of \$20,000.00 must be approved by the Town Council. A minimum of three written bids or price quotations shall be obtained when practicable. All expenditures in excess of \$20,000 require a public invitation to bid.

____ (Dept. Head Initials) **Sole Source Provider**

An explanation of the conditions and circumstances is required in the "COMMENTS" section of this form.

____ (Dept. Head Initials) **"Piggyback" Contract**

A copy of the government contract being utilized must be attached. The contract must be from another government agency and must be current.

____ (Dept. Head Initials) **Exception to procurement limitation.**

The town manager may procure automobile fuel, legal advertisements and normal utilities including gas, electric and communication services in an amount in excess of \$20,000.00 without the approval of the town council, provided the procurement is consistent with the town budget.

APPROVED: _____

() Town Manager

() Town Clerk

() Finance Officer

() Assistant Town Manager

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 3.

ITEM: Discussion and Possible action with respect to an appeal filed by Attorney David E. Sacks, with the law firm of Pathman Schermer Tandy, LLP, on behalf of Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, regarding the Design Review Board's November 1st approval of a new multi-family dwelling for 9781 Bay Harbor Development, LLC, concerning property located at 9781 East Bay Harbor Drive, Lot 28 of Block 4, Bay Harbor Islands, Florida. Enclosed are the Letter of Appeal, development application package, and a letter from opposing counsel, Joseph A. Ruiz, Esq., Wernick & Co. Email correspondence was received from Mr. Sacks on November 22nd requesting the appeal be tabled until an appropriate time. The other party whose project was approved by the DRB and appealed, has not agreed to postpone the matter.

DESCRIPTION:

At its meeting held on November 1, 2022, the Design Review Board considered a request by 9781 East Bay Harbor Drive, Lot 28, Block 4, to construct a new nine (9) dwelling unit, mid-rise development on the property. The proposed site design will incorporate one rectangular-shaped building on top of a one-story parking garage structure at grade. The proposed building will be eight (8) stories high with seven (7) floors of residential use over one (1) story of parking garage and common areas at a maximum of 75 feet above (Base Flood Elevation) BFE + 1" Florida Building Code Freeboard (main roof deck). The dwelling units will range in size from 3,210 to 4,574 square feet of a/c space plus balconies, etc.

The Board decided by a unanimous vote, with four (4) members present, to approve the application with the following findings and conditions:

Approval of the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Section 23-30 (f) of the Town Code.

Approval of the applicant's request to not fully close-in the sides/ rear of the above grade parking garage as specified in §23-24(d)(4) of the Town Code by providing angled metal louvers for portions of the exterior building facades in lieu thereof.

Conditions of Approval:

This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (ORB). Any substantial changes desired after the DRB's approval may require separate approvals from the Town staff and/or ORB as specified by the Code.

Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review, the Town will ensure the final lighting plan complies with the Code foot-candle limitations / requirements. Subsequent to completion of the development, Code

Enforcement action will ensure compliance with excessive light emissions.

Impact Fees -Applicable County & Town Park/ other impact fees must be paid/satisfied at time of Building Permits.

Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement/ payment must be finalized prior to the issuance of building permits.

Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time of building permit review. Any significant changes required by the Miami-Dade Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.

Miami-Dade Biscayne Bay Shoreline Protection Committee Approval -As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review/ approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.

All FPL transformers/backflow preventers/exposed utility facilities must be substantially screened /hidden with landscaping/fences/painted to match.

Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

Addition of frosted glass at the stair tower to the north.

The light source on the southern stair tower not visible.

Landscaping in façade in intermediate level must be limited to lower-level planting and not palm trees.

Guest parking must be made available.

DRB to review parking.

Mr. Sacks, counsel for the Appellant Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, attended the Design Review Board Meeting and requested the application be denied based on the following:

The Comprehensive Plan was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not consistent with the Town's Comprehensive Plan.

While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in subsection [11-8.4](#) of the Town's Code of Ordinances are in fact met.

Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues (a band-aid type approach). Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.

Applicant's traffic analysis did not merit sufficient consideration for an analysis of the impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.

The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be addressed between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).

The Applicant's project will be sited on a small lot.

Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

At the November 28, 2022 meeting, the Town Council deferred the matter to a date certain of December 15, 2022. This meeting was canceled, and At its meeting held on November 1, 2022, the Design Review Board considered a request by 9781 East Bay Harbor Drive, Lot 28, Block 4, to construct a new nine (9) dwelling unit, mid-rise development on the property. The proposed site design will incorporate one rectangular-shaped building on top of a one-story parking garage structure at grade. The proposed building will be eight (8) stories high with seven (7) floors of residential use over one (1) story of parking garage and common areas at a maximum of 75 feet above (Base Flood Elevation) BFE + 1" Florida Building Code Freeboard (main roof deck). The dwelling units will range in size from 3,210 to 4,574 square feet of a/c space plus balconies, etc.

The Board decided by a unanimous vote, with four (4) members present, to approve the application with the following findings and conditions:

Approval of the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Section 23-30 (f) of the Town Code.

Approval of the applicant's request to not fully close-in the sides/ rear of the above grade parking garage as specified in §23-24(d)(4) of the Town Code by providing angled metal louvers for portions of the exterior building facades in lieu thereof.

Conditions of Approval:

This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (ORB). Any substantial changes desired after the DRB's approval may require separate approvals from the Town staff and/or ORB as specified by the Code.

Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review, the Town will ensure the final lighting plan complies with the Code foot-candle limitations / requirements. Subsequent to completion of the development, Code Enforcement action will ensure compliance with excessive light emissions.

Impact Fees -Applicable County & Town Park/ other impact fees must be paid/satisfied at time of Building Permits.

Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement/ payment must be finalized prior to the issuance of building permits.

Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time of building permit review. Any significant changes required by the Miami-Dade Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.

Miami-Dade Biscayne Bay Shoreline Protection Committee Approval -As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review/ approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.

All FPL transformers/backflow preventers/exposed utility facilities must be substantially screened /hidden with landscaping/fences/painted to match.

Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

Addition of frosted glass at the stair tower to the north.

The light source on the southern stair tower not visible.

Landscaping in façade in intermediate level must be limited to lower-level planting and not palm trees.

Guest parking must be made available.

DRB to review parking.

Mr. Sacks, counsel for the Appellant Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, attended the Design Review Board Meeting and requested the application be denied based on the following:

The Comprehensive Plan was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not consistent with the Town's Comprehensive Plan.

While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in subsection [11-8.4](#) of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues (a band-aid type approach). Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.

Applicant's traffic analysis did not merit sufficient consideration for an analysis of the impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.

The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be addressed between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).

The Applicant's project will be sited on a small lot.

Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

At the November 28, 2022 meeting, the Town Council deferred the matter to a date certain of December 15, 2022. This meeting was canceled, and the counsel for the 9781 East Bay Harbor Drive requested the matter be placed on the agenda of the January 11, 2023 Council Meeting.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:**BUDGET IMPACT:**

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI 9781 EBHD MFR DRB Staff Report Oct 24 2022
2.	Letter of Appeal - 9781 East Bay Harbor Drive - Revised
3.	Response Letter (11.18.22) Joseph Ruiz - Werkick&Co.
4.	Letter of Intent
5.	BHI 9781 EBHD MFR DRB Staff Report Oct 24 2022
6.	Traffic Statement
7.	Civil Calculations
8.	Survey
9.	Email from David Sacks-Requesting Appeal Matter be Tabled
10.	Response to Letter of Appeal - 9781 East Bay Harbor Drive - Carroll Walk Condominium Association, Inc. (1)
11.	9781 E Bay Harbor Drive DRB Plans 11.1.2022
12.	Excerpt of Proceedings 110122 FULL - Design Review Board Meeting

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

To: Design Review Board
Town of Bay Harbor Islands

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

Date: October 24th, 2022

Subject: Site Development Plan Application (9 DU)
9781 East Bay Harbor Drive
Bay Harbor Islands Acct. No. SPR22-000020
MMPA Acct. No. 01-0702-1139

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the most recent revised plans dated September 27th, 2022, and if found acceptable **APPROVE** the proposed Site Development Plan application, subject to the suggested conditions listed in the summary section of this report, and a finding by the Board of the following:

1. The Design Review Board approves the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Sec. 23-30 (f).
 2. The Design Review Board approves the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof.
-

GENERAL PROJECT INFORMATION

Land Use Designation: MH – Medium-High Density Residential
Zoning District: RM-1 Multiple Family District
General Location: 9781 East Bay Harbor Drive
Legal Description: Lots 28, Block 4, "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.

PROJECT DESCRIPTION

The project architect, Kobi Karp Architecture and Interior Design, Inc., as agent for the owner, 9781 Bay Harbor Development, LLC, has submitted a new Site Development Plan application to allow for the construction of a proposed nine (9) unit mid-rise development located at 9781 East Bay Harbor Drive. The proposed dwelling units will range from 3,210 to 4,574 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned east / west on top of a one-story parking garage structure at grade.

A former project originally called "Beau Rivage" / later called "Waters" (9 DU) proposed for this site received P&Z Board approval on April 17th, 2018, but they did not file for building permits. However, the site has received several time extensions (COVID-19 / State Declarations & Orders) from the Town. The latest project time extension for the previous project was issued by the Town on February 3rd, 2022 and expires on October 29th, 2027. If this new approval is granted it will replace the prior Town approval (a project cannot have multiple site plan approvals).

One (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the grade level parking garage / guest parking space / main entrance / common areas. On the building rooftop is a recreational facility with a swimming pool / spa, sundeck, and covered roof lounge. The proposed new building is 8-stories in height with seven (7) floors of residential over a one (1) story parking garage / common areas @ max. 75-feet above BFE + 1' FBC Freeboard (main roof deck). The survey indicates the property is now vacant.

The lot area (per survey) is 11,249+/- sq. ft. / 0.26 acres in size. This would allow a maximum of nine (9) dwelling units on the property at the maximum allowable base density (34 DUA).

The adjoining development sites include the 5-story Elegant Eight Condo to the immediate north @ 8 DU / 30.1 DUA. To the immediate south is the Carroll Walk 15-story PRD complex @ 42 DU / 80.8 DUA. To the west across East Bay Harbor Drive on both sides of 98th Street are two multifamily complexes owned by this same developer (Bay Harbour Holdings, LLC). The site to the north of 98th Street is a 2-story apartment complex @ 16 DU / 26.7 DUA and the site to the south of 98th Street is a 1-story apartment complex @ 17 DU / 34 DUA. To the east of the subject site is the Indian Creek Waterway. This waterfront area of the Town is predominated by older low-rise, newer mid-rise and two high-rise PRD residential complexes. The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential complexes of 7+/- stories in height. Therefore, the proposed development is deemed generally consistent with the Town's vision.

BACKGROUND INFORMATION

The Town completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 20+/- years. The former RE zoned lands located on waterfront lots are now zoned RM-1, while interior (non-waterfront lots) are zoned RM-2. Also, the Town adopted numerous other modifications to several Code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions as well as other building design standards. The plans generally adhere to the adopted Code provisions.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. 9 DU are allowed by right. The proposed development includes 9 DU; therefore, the project would be deemed consistent with the Town’s adopted Comprehensive Plan.

Land Development Regulations / Zoning Code –The subject property has a Zoning classification of RM-1 Multiple Family Zoning District. The proposed use of the property is consistent with this zoning classification. The revised Site Development Plan drawings now comply with the Town’s Land Development Regulations.

PLATTING

The site will not require re-platting, as the site is currently platted as described above (single lot).

RIGHT-OF-WAY / ACCESS DESCRIPTION / PARKING

As stated above, the Site Development Plan depicts access to the site from East Bay Harbor Drive via one (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the parking garage / main entrance / common areas. The Town requires at least 12 feet width pavement for one-way driveways, which the plans meet. The Code requires at least eighteen (18) parking spaces (2 spaces per DU) and eighteen (18) parking spaces are provided in the parking garage (18 tandem, including 1 ADA space). As a matter of information, the Town Council is now considering banning / limiting mechanical vehicle lifts for all development due to concerns with operation / safety.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The building design is typical “South Florida” Tropical retro modern with prominent horizontal design elements and abundant use of concrete and as well as backlit colored glass. Due to the width of the building (97+/- feet) a formal “breezeway” is not required.

SUGGESTED CONDITIONS OF APPROVAL

Following are our suggested conditions of approval and/or comments based on the most recent revised plans dated September 27th, 2022, submitted to the Town for consideration:

1. This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (DRB). Any substantial changes desired after the DRB’s approval may require separate approvals from the Town staff and/or DRB as specified by the Code.

2. This approval is based on the DRB's approval of the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof. Also, a portion of the underbuilding parking area extends out from underneath the building on the north, but screening is provided by fencing / wall / landscaping. If the DRB does not approve the requested parking garage facade alternative (east), the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. This approval is based on the DRB's approval of the applicant's request to provide an alternative parking lot design arrangement by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). If the DRB does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
4. Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review the Town will ensure the final lighting plan complies with the Code footcandle limitations / requirements. Subsequent to the redevelopment being completed Code Enforcement action will ensure compliance with excessive light emissions.
5. Impact Fees – Applicable County & Town park / other impact fees must to be paid / satisfied at time of building permits.
6. Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement / payment must be finalized prior to the issuance of building permits.
7. Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time on building permit review. Any significant changes required by the M-D Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.
8. Miami-Dade Biscayne Bay Shoreline Protection Committee Approval – As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review / approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.
9. All FPL transformers / backflow preventers / exposed utility facilities must be substantially screened / hidden with landscaping / fences / painted to match.
10. Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

PATHMAN
SCHERMER TANDY, LLP
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
RICHARD N. SCHERMER
AARON W. TANDY*
DAVID E. SACKS
DAVID M. HAWTHORNE
ROSS D. KULBERG
VALERIO SPINACI**
MICHELE FORMAGGIO***

* also admitted to practice in New York
** also admitted to practice in California & New Jersey
*** also admitted to practice in District Of Columbia & New York

November 17, 2022

ONE BISCAYNE TOWER · SUITE 2400
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
FACSIMILE (305) 379-2420
www.pst.law

DAVID E. SACKS
dsacks@pst.law

Via e-mail:

mlasday@bayharborislands-fl.gov

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

Re: Appeal of the Design Review Board Decision regarding new multi-family dwelling for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Bay Harbor Islands, FL (Lot 28 of Block 4).

Dear Ms. Lasday,

Our firm represents Carroll Walk Condominium Association, Inc. (the "Appellant"). The Appellant's property is immediately adjacent to the property subject to the Board's decision regarding new multi-family dwellings for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 (the "Project").

On November 1st, 2022, the Board heard a request by 9781 Bay Harbor Development, LLC (the "Applicant") for the approval of the Project. The undersigned Appellant's counsel appeared at the hearing and raised the following concerns with regards to the Board's approval of the Project:

1. The Comprehensive Plan was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not consistent with the Town's Comprehensive Plan.
2. While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in subsection 11-8.4 of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues (a band-aid type approach). Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.
3. Applicant's traffic analysis did not merit sufficient consideration for an analysis of the

impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.

4. The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be addressed between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).
5. The Applicant's project will be sited on a small lot.
6. Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

Based on the Town Code, we reserve the right to submit additional information such as a transcript of the subject Design Review Board hearing and such other appropriate items. Further, in view of the upcoming Holiday Season, we would like to discuss an appropriate time to set the Commission Hearing of the subject appeal.

Based on the foregoing, our client respectfully requests that the Commission Reverse the Design Review Board's decision to approve the Project over the Appellant's concerns above and objections to the proposed Comprehensive Plan.

Very truly yours,

PATHMAN SCHERMER TANDY, LLP



David E. Sacks

Cc:

Joseph S. Geller, Esq.
joseph.geller@gmlaw.com
Greenspoon Marder, LLP
Town Attorney

Yvonne P. Hamilton
yhamilton@bayharborislands-fl.gov
Town Clerk

Joseph A. Ruiz, Esq.
jar@wernicko.com
Wernick & Co

Erin L. Grafton
elg@wernicko.com
Wernick & Co.

Steven J. Wernick, Esq. AICP
sjw@wernickco.com
WERNICK & Co, PLLC
320 Miracle Mile, Suite 203
Coral Gables, FL | 33134

Joseph A. Ruiz, Esq.
jar@wernickco.com
WERNICK & Co, PLLC
320 Miracle Mile, Suite 203
Coral Gables, FL | 33134

November 18, 2022

VIA ELECTRONIC DELIVERY: mlasday@bayharborislands-fl.gov

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

RE: RESPONSE BY 9781 BAY HARBOR DEVELOPMENT LLC TO APPEAL OF DESIGN REVIEW BOARD APPROVAL FOR PROJECT LOCATED AT 9781 EAST BAY HARBOR DRIVE

Dear Ms. Lasday,

Wernick & Co, PLLC submits this response on behalf of 9781 Bay Harbor Development LLC (the "Applicant"), owner of a vacant lot located at 9781 East Bay Harbor Drive (the "Property"), to the appeal filed by the Carroll Walk Condominium Association, Inc (the "Association") dated November 10, 2022, and updated on November 17, 2022, of the decision of the Town of Bay Harbor Islands (the "Town") Design Review Board to approve, with conditions, site development plans for an eight (8) story, nine (9) unit boutique multifamily residential building to be developed on the Property (the "Project"). The approved site development plans, and complete Design Review Board application on file with the Town are included as **Exhibit A**.

As discussed below, after a full design presentation to the Design Review Board (the "DRB"), at a duly noticed and advertised public meeting, the DRB found the Project to be compatible with existing development, of a cohesive architectural character, and fully compliant with the Town's Code of Ordinances (the "Code"), with the process for obtaining said approval strictly followed as set forth in Chapter 5, Article II of the Code. Accordingly, the Applicant respectfully requests that the Town Council deny the Association's appeal pursuant to Section 5-23.1(b) of the Code.

PROCEDURAL BACKGROUND

The Property is a single platted lot comprised of approximately 11,249 square feet (0.26 acres), located at the northeast corner of the Town's East Island, along East Bay Harbor Drive just south of 98th Street. The Property is located within the RM-1 zoning district, with frontages along East Bay Harbor Drive and the Indian Creek waterway, directly across the waterway from Bal Harbour Village. Directly to the South of the Project is the *Carroll Walk* condominium. At fifteen (15) stories and thirty-nine (39) units, *Carroll Walk* is almost double the number of stories, and has over 4X the number of units, that are being proposed for the Project.

On July 28, 2022, the Applicant submitted an application to the Town's Development Review Committee (the "DRC") to redevelop the Property. As stated above, the Project proposes a total of nine (9) units. No TDR units are required for the Project. The application was presented to the DRC on August 11, 2022, where it was deferred to allow the Applicant's design team the opportunity to address comments raised by staff during the meeting that were also identified in the accompanying staff report.

On August 25, 2022, the Applicant resubmitted the application to the DRC, which included a revised set of drawings addressing all comments raised at the August 11th meeting. On September 13, 2022, the application was again presented to the DRC. This time the application, and accompanying drawings, were found to be compliant with the Code, and therefore, unanimously approved and referred to the Town's Design Review Board (the "DRB").

On September 27, 2022, the Applicant submitted an application to the DRB seeking approval of their proposed site development plans. The application was presented to the DRB on November 1, 2022. The Project was well received by the board. However, during public comment, and at other points during the Applicant's presentation, the Project was objected to, in relevant part, by council retained by the Association, as well as one (1) resident of the *Carroll Walk* condominium. Ultimately, the application, and accompanying site development plans, were unanimously approved by the DRB, with a series of minor conditions typical for such an application. Most of the same issues raised at the meeting by the Association are set forth in their appeal, and just like at the meeting, the Association has provided no factual basis for why the DRB decision to approve the site development plans should be overturned.

REASONS WHY THE TOWN COUNCIL SHOULD DENY THE ASSOCIATION'S APPEAL

The Association raises numerous allegations in their appeal, none of which are supported by the Code, the Town's Comprehensive Plan, or facts readily known and available to all parties. Nonetheless the Applicant is compelled to respond to the allegations raised in their appeal, if only to correct the record. Note, the Applicant reserves its right to submit additional information when the matter is brought before the Town Council.

1. *The application filed with the Town and presented to both the DRC and DRB is consistent with the Town's Comprehensive Plan and meets the Town's adopted Level of Service ("LOS") standards for public facilities and services.* As set forth in the October 24, 2022, staff report from the Town Planner to the DRB, the Project is "consistent with the Town's adopted Comprehensive Plan", the proposed use is "consistent with [the] zoning classification, and the site development plans comply "with the Town's Land Development Regulations." The October 24, 2022, staff report is included as **Exhibit B**.

Further, all applications to the DRB are required to submit an Impact Analysis Report ("IAR") demonstrating compliance with the adopted concurrency LOS requirements set forth in Section 11-8.4 of the Code. See Section 5-20 of the Code. Included as part of both applications filed to the DRC and DRB were an IAR and Traffic Generation Statement confirming that the Project complied with the Town's adopted concurrency LOS

requirements, including standards for sanitary sewer facilities, local streets, and arterial roadways.

Prior to referring any application to the DRB, the DRC must determine that all aspects of an application, including the IAR, are fully compliant with the Code. Town staff noted at the November 1st DRB meeting that, “[a]n impact analysis report is required and provided for every development before they ever get [to the DRB]. It’s presented and analyzed by staff when we do our project review at the Development Review Committee, particularly the engineering office.” With respect to the Applicant’s application, staff stated that an IAR “was provided and signed off.”

2. The IAR submitted as part of the Applicant’s application demonstrated compliance with the Town’s adopted LOS standards for sanitary sewer facilities. Despite the Association’s allegation in its appeal that the Project would “further degrade” the Town’s infrastructure resulting in it remaining “over its capacity to treat raw sewage”, Town staff stated at the November 1st DRB meeting that they were “not aware of any moratorium on any pump servicing this building or any other property within Bay Harbour Islands.”

As an additional safeguard, just like any other development in the Town, the Project will be required to obtain water and sewer allocations from Miami-Dade County prior to the issuance of a building permit.

3. The Applicant’s Traffic Generation Statement was sufficiently considered by the DRC. As stated above, a Traffic Generation Statement confirming that the Project complied with the Town’s adopted concurrency LOS requirements for local streets and arterial roadways was submitted as part of applications to both the DRC and DRB. The DRC would not have referred the application to the DRB if it was not fully compliant with the Code, including meeting LOS requirements.
4. The site development plans approved by the DRB comply with the Code, including required setbacks. As noted above, the October 24, 2022, staff report from the Town Planner to the DRB, found that the site development plans comply “with the Town’s Land Development Regulations.” Such regulations include minimum required setbacks which govern, in relevant part, the minimum horizontal distance between a property line and the closest point permitted for any portion of a building. See Section 23-1 of the Code.

The Association alleges that the DRB erred in approving a 5’ setback for the Project from the shared property line with *Carroll Walk*. However, as clearly delineated on the site development plans the Project proposes a 10’-0” side setback from the shared property line with *Carroll Walk* for the first three (3) stories, with the building stepping back at certain points to 20’-0” for stories seven (7) and eight (8). The setbacks proposed by the Project are fully compliant with the minimum required for a development within the RM-1 zoning district. See Section 23-11(B1)(1)-(4).

5. It is common for single platted lots to be redeveloped throughout the Town. The Property is a single platted lot as set forth in the plat of *Bay Harbor Island* recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County, Florida. The nine (9) proposed units are consistent with the Town's Comprehensive Plan and the Project does not require any TDR units.
6. The Project does NOT negatively impact the health and general welfare of the Town and its residents. The Association alleges in their appeal that "[s]hould the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements." Such a broad overreaching statement is a red herring meant to sway the Town Council into granting their appeal, which otherwise, is devoid of any factual basis to support their claims. Such an allegation also provides the basis for a de facto building and zoning moratorium.

Further, the Association's reasoning that a nine (9) unit boutique multifamily residential building, which does not require any TDR units, impacts the "health and general welfare of the public" is disingenuous when juxtaposed with the fifteen (15) story and thirty-nine (39) unit *Carroll Walk*.

There is no merit to the allegations raised by the Association, as the site development plans for the Project were presented to the DRB who found that they fully complied with the Code, with the process for obtaining said approval strictly followed as set forth in Chapter 5, Article II of the Code. For all the reasons set forth above, the Applicant respectfully requests that the Town Council uphold the DRB's unanimous approval of the site development plans for the Project and deny the Association's appeal pursuant to Section 5-23.1(b) of the Code.

Sincerely,



Joseph A. Ruiz

Enclosures

cc: Joseph S. Geller, Esq., Town Attorney (joseph.geller@gmlaw.com)
Ivonne P. Hamilton, Town Clerk (yhamilton@bayharborislands-fl.gov)
Michael J. Miller, AICP, Town Planner (mmiller@michaelmillerplanning.com)
Erin L. Grafton, Wernick & Co, PLLC (elg@wernickco.com)
David E. Sacks (dsacks@pst.law)

September 27, 2022

VIA ELECTRONIC DELIVERY AND HAND DELIVERY

Ayanidys J. Martinez, CEP
Building & Zoning Supervisor
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, FL 33154

**RE: Letter of Intent – 9781 East Bay Harbor Drive
Site Plan Review Application – Design and Review Board**

Dear Mrs. Martinez,

Wernick & Co, PLLC submits this Letter of Intent on behalf of 9781 BAY HARBOR DEVELOPMENT LLC (the "Applicant"), owner of the vacant lot located at 9781 East Bay Harbor Drive, Bay Harbor Islands, FL (the "Property")¹ to accompany Applicant's application to the Town of Bay Harbor Islands (the "Town") Design and Review Board ("DRB") for consideration of a 9-unit boutique multifamily residential infill building on the East Island.

PROPERTY OVERVIEW AND SURROUNDING CONTEXT. The Property is a single platted lot comprised of 11,249 square feet (0.26 acres), located at the northeast corner of the Town's East Island, along East Bay Harbor Drive just south of 98th Street. The Property is located within the RM-1 zoning district, with frontages along East Bay Harbor Drive and the Indian Creek waterway, directly across the waterway from Bal Harbour Village.

This area of the East Island includes a mixture of low-to-mid-rise residential complexes. The Property is surrounded by Carroll Walk Condominiums to the south, The Summit Condominiums to the southwest, and low-scale multifamily buildings to the north and west.

PROJECT OVERVIEW AND DESIGN NARRATIVE. The Applicant is redeveloping the Property as a new 9-unit boutique multifamily residential infill building with 19 parking spaces located on Level 1, and a mix of roof-top amenity spaces to support the future residents of the building (the "Project"). The Project rises to 75' from Base Flood Elevation to the shared roof deck, in compliance with allowable rooftop projections under the Town's Code of Ordinances (the "Code"), complete with a roof lounge area and pool for residents to gather and relax.

The spacious residential units, located on Levels 2 – 8, range in size from 3,210 SF to 4,574 sellable SF, with each unit providing views of Indian Creek waterway.

¹ The folio number associated with the Property is 13-2227-001-1040.

The Project features a contemporary design with angled design interventions framing the edges of the Project. The southern stairway is highlighted by a vertical aluminum cladding in a wood-grain color, while the roof and balconies are framed in natural colored stone. There is abundant glazing along the facades of the building to allow ample natural light flood through the units along multiple vantage points. Lush, native landscaping is proposed on the ground floor, roof deck, and along the balconies that front East Bay Harbor Drive, which soften the building and provide a beautiful contrast to the glass frame. A warm color pallet and mix of materials commonly found in South Florida architecture provide a nice parallel with the lush landscaping.

ZONING COMPLIANCE. Pursuant to the Town's Future Land Use Map, the property has a future land use designation of *M-H Medium-High Density (34 DUA)*, which allows a maximum base density of 34 DUA. The Project is providing 9 dwelling units where 9 dwelling units are permitted by right. No TDRs are being requested for the Project.

The Project is compliant with the Town's graduated setback standards through each level of the building, and is exceeding the open space requirement, with 25% landscaped/open space where 20% minimum is required; and 15% roof landscaping where 15% is required.

As mentioned, the Project is providing 19 tandem parking spaces located on Level 1, and 1 ADA single parking space on the North side of the drop of driveway. Because the Project is located on a single platted lot, there is no requirement for visitor parking. The Project includes an internal on-site drop-off drive in front of the entrance to the building to accommodate vehicles on the Property and avoid queueing along East Bay Harbor Drive.

The Project as proposed is consistent with the Town's 2002 Community Vision Master Plan, which identifies this area of the East Island for mid-rise residential developments; and thus, the Project is consistent with the Town's Comprehensive Plan.

CONCLUSION. Included in the Site Plan application submittal are architectural plans prepared by Kobi Karp Architecture and Interior Design, dated September 27, 2022, (the "Plans") along with the survey, landscape plans, civil and the required supplemental application materials.

We look forward to the opportunity to introduce and discuss the Project with the Town's DRB for its consideration of the Project for site plan approval.

Sincerely,



Joseph A. Ruiz

Enclosures

cc: Erin L. Grafton, Wernick & Co, PLLC
Michael J. Miller, AICP, Town Planner

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

To: Design Review Board
Town of Bay Harbor Islands

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

Date: October 24th, 2022

Subject: Site Development Plan Application (9 DU)
9781 East Bay Harbor Drive
Bay Harbor Islands Acct. No. SPR22-000020
MMPA Acct. No. 01-0702-1139

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the most recent revised plans dated September 27th, 2022, and if found acceptable **APPROVE** the proposed Site Development Plan application, subject to the suggested conditions listed in the summary section of this report, and a finding by the Board of the following:

1. The Design Review Board approves the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Sec. 23-30 (f).
 2. The Design Review Board approves the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof.
-

GENERAL PROJECT INFORMATION

Land Use Designation: MH – Medium-High Density Residential
Zoning District: RM-1 Multiple Family District
General Location: 9781 East Bay Harbor Drive
Legal Description: Lots 28, Block 4, "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.

PROJECT DESCRIPTION

The project architect, Kobi Karp Architecture and Interior Design, Inc., as agent for the owner, 9781 Bay Harbor Development, LLC, has submitted a new Site Development Plan application to allow for the construction of a proposed nine (9) unit mid-rise development located at 9781 East Bay Harbor Drive. The proposed dwelling units will range from 3,210 to 4,574 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned east / west on top of a one-story parking garage structure at grade.

A former project originally called "Beau Rivage" / later called "Waters" (9 DU) proposed for this site received P&Z Board approval on April 17th, 2018, but they did not file for building permits. However, the site has received several time extensions (COVID-19 / State Declarations & Orders) from the Town. The latest project time extension for the previous project was issued by the Town on February 3rd, 2022 and expires on October 29th, 2027. If this new approval is granted it will replace the prior Town approval (a project cannot have multiple site plan approvals).

One (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the grade level parking garage / guest parking space / main entrance / common areas. On the building rooftop is a recreational facility with a swimming pool / spa, sundeck, and covered roof lounge. The proposed new building is 8-stories in height with seven (7) floors of residential over a one (1) story parking garage / common areas @ max. 75-feet above BFE + 1' FBC Freeboard (main roof deck). The survey indicates the property is now vacant.

The lot area (per survey) is 11,249+/- sq. ft. / 0.26 acres in size. This would allow a maximum of nine (9) dwelling units on the property at the maximum allowable base density (34 DUA).

The adjoining development sites include the 5-story Elegant Eight Condo to the immediate north @ 8 DU / 30.1 DUA. To the immediate south is the Carroll Walk 15-story PRD complex @ 42 DU / 80.8 DUA. To the west across East Bay Harbor Drive on both sides of 98th Street are two multifamily complexes owned by this same developer (Bay Harbour Holdings, LLC). The site to the north of 98th Street is a 2-story apartment complex @ 16 DU / 26.7 DUA and the site to the south of 98th Street is a 1-story apartment complex @ 17 DU / 34 DUA. To the east of the subject site is the Indian Creek Waterway. This waterfront area of the Town is predominated by older low-rise, newer mid-rise and two high-rise PRD residential complexes. The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential complexes of 7+/- stories in height. Therefore, the proposed development is deemed generally consistent with the Town's vision.

BACKGROUND INFORMATION

The Town completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 20+/- years. The former RE zoned lands located on waterfront lots are now zoned RM-1, while interior (non-waterfront lots) are zoned RM-2. Also, the Town adopted numerous other modifications to several Code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions as well as other building design standards. The plans generally adhere to the adopted Code provisions.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. 9 DU are allowed by right. The proposed development includes 9 DU; therefore, the project would be deemed consistent with the Town’s adopted Comprehensive Plan.

Land Development Regulations / Zoning Code –The subject property has a Zoning classification of RM-1 Multiple Family Zoning District. The proposed use of the property is consistent with this zoning classification. The revised Site Development Plan drawings now comply with the Town’s Land Development Regulations.

PLATTING

The site will not require re-platting, as the site is currently platted as described above (single lot).

RIGHT-OF-WAY / ACCESS DESCRIPTION / PARKING

As stated above, the Site Development Plan depicts access to the site from East Bay Harbor Drive via one (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the parking garage / main entrance / common areas. The Town requires at least 12 feet width pavement for one-way driveways, which the plans meet. The Code requires at least eighteen (18) parking spaces (2 spaces per DU) and eighteen (18) parking spaces are provided in the parking garage (18 tandem, including 1 ADA space). As a matter of information, the Town Council is now considering banning / limiting mechanical vehicle lifts for all development due to concerns with operation / safety.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The building design is typical “South Florida” Tropical retro modern with prominent horizontal design elements and abundant use of concrete and as well as backlit colored glass. Due to the width of the building (97+/- feet) a formal “breezeway” is not required.

SUGGESTED CONDITIONS OF APPROVAL

Following are our suggested conditions of approval and/or comments based on the most recent revised plans dated September 27th, 2022, submitted to the Town for consideration:

1. This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (DRB). Any substantial changes desired after the DRB’s approval may require separate approvals from the Town staff and/or DRB as specified by the Code.

2. This approval is based on the DRB's approval of the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof. Also, a portion of the underbuilding parking area extends out from underneath the building on the north, but screening is provided by fencing / wall / landscaping. If the DRB does not approve the requested parking garage facade alternative (east), the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. This approval is based on the DRB's approval of the applicant's request to provide an alternative parking lot design arrangement by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). If the DRB does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
4. Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review the Town will ensure the final lighting plan complies with the Code footcandle limitations / requirements. Subsequent to the redevelopment being completed Code Enforcement action will ensure compliance with excessive light emissions.
5. Impact Fees – Applicable County & Town park / other impact fees must to be paid / satisfied at time of building permits.
6. Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement / payment must be finalized prior to the issuance of building permits.
7. Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time on building permit review. Any significant changes required by the M-D Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.
8. Miami-Dade Biscayne Bay Shoreline Protection Committee Approval – As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review / approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.
9. All FPL transformers / backflow preventers / exposed utility facilities must be substantially screened / hidden with landscaping / fences / painted to match.
10. Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

19 July 2022

Michael Miller
Town of Bar Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands,
Florida 33154

**Re: Traffic Generation Statement
9781 E. Bay Harbor Drive
Bay Harbor Islands, Florida
Langan Project No.: 330115001**

Dear Mr. Miller:

Langan Engineering & Environmental Services, Inc. prepared this traffic-generation statement for the 9781 E. Bay Harbor Drive residential development on the southeast corner of E. Bay Harbor Drive and 98th Street in Bay Harbor Islands, Florida. We determined that the proposed development will not generate more than four peak-hour trips. This letter report includes daily and peak-hour trip-generation calculations for the development. Attachment A includes an aerial photograph of the site location.

Project Description

The proposed development comprises nine mid-rise multifamily dwelling units expected to be built by 2025 or sooner. The 0.26-acre site (Folio No.: 13-2227-001-1040) is currently a vacant lot. The development will comprise an eight-story residential building with nine residential units. The project site is on the southeast corner of the T-intersection of E. Bay Harbor Drive and 98th Street in Bay Harbor Islands, Florida. The development will have access through two driveway connections each to E. Bay Harbor Drive. The north driveway will operate as an egress only driveway for the proposed drop-off while the south driveway will operate as a full-access driveway with direct access to the proposed parking on the ground floor and the valet drop-off at the internal driveway at the building entrance. The proposed development will not have gated-controlled access. Attachment B contains the site plan showing the proposed development program and driveway connections.

Trip Generation Analysis

The proposed development is expected to generate 41 daily, three morning peak-hour and four afternoon peak-hour trips. The results of the trip generation estimates are summarized in **Table 1**, using equations from the 11th Edition of the *ITE Trip Generation Manual*. Attachment C contains excerpts from the ITE manual.

Table 1 - Trip Generation Analysis

DAILY

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 4.54 (X)	50%	50%	21	20	41

MORNING PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 0.37 (X)	23%	77%	1	2	3

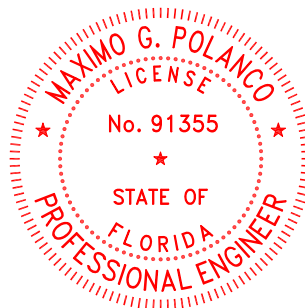
AFTERNOON PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 0.39 (X) + 0.34	61%	39%	2	2	4

Conclusion

We determined that the 9781 E. Bay Harbor Drive residential development is not expected to generate more than four (4) peak-hour trips. The development comprises an eight-story apartment building with nine residential units that will have two driveway connections to public roadways. Please contact me at (954) 320-2155 with any questions or comments.

Sincerely,
Langan Engineering and Environmental Services, Inc.



Maximo G Polanco

Digitally signed by Maximo G Polanco
DN: cn=Maximo G Polanco,
o=Langan Engineering and Environmental
Services Inc, c=US
Date: 2022.07.19 17:52:58 -0400

This item has been digitally signed and
sealed by Maximo Polanco, PE on the
date adjacent to the seal.

Printed copies of this document are not
considered signed and sealed and the
signature must be verified on any
electronic copies.

Maximo G. Polanco, P.E.
P.E. License No. 91355
Project Manager

Eric Schwarz, P.E., LEED AP
Principal/Vice President

MGP:mgp

Attachments:

- Attachment A – Aerial Photograph Location
- Attachment B – Site Plan
- Attachment C – ITE Excerpts

Florida Certificate of Authorization No. 6601

ATTACHMENT A
AERIAL PHOTOGRAPH LOCATION



LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

15150 NW 79th Court, Suite 200, Miami Lakes, FL 33016
P: 786.264.7221 F: 786.264.7201 www.langan.com

FL CERTIFICATE OF AUTHORIZATION No. 00006601

Project

9781 E BAY HARBOR DRIVE

BAY HARBOR ISLANDS

MIAMI DADE

FLORIDA

Figure Title

SITE LOCATION MAP

Project No.

330115001

Date

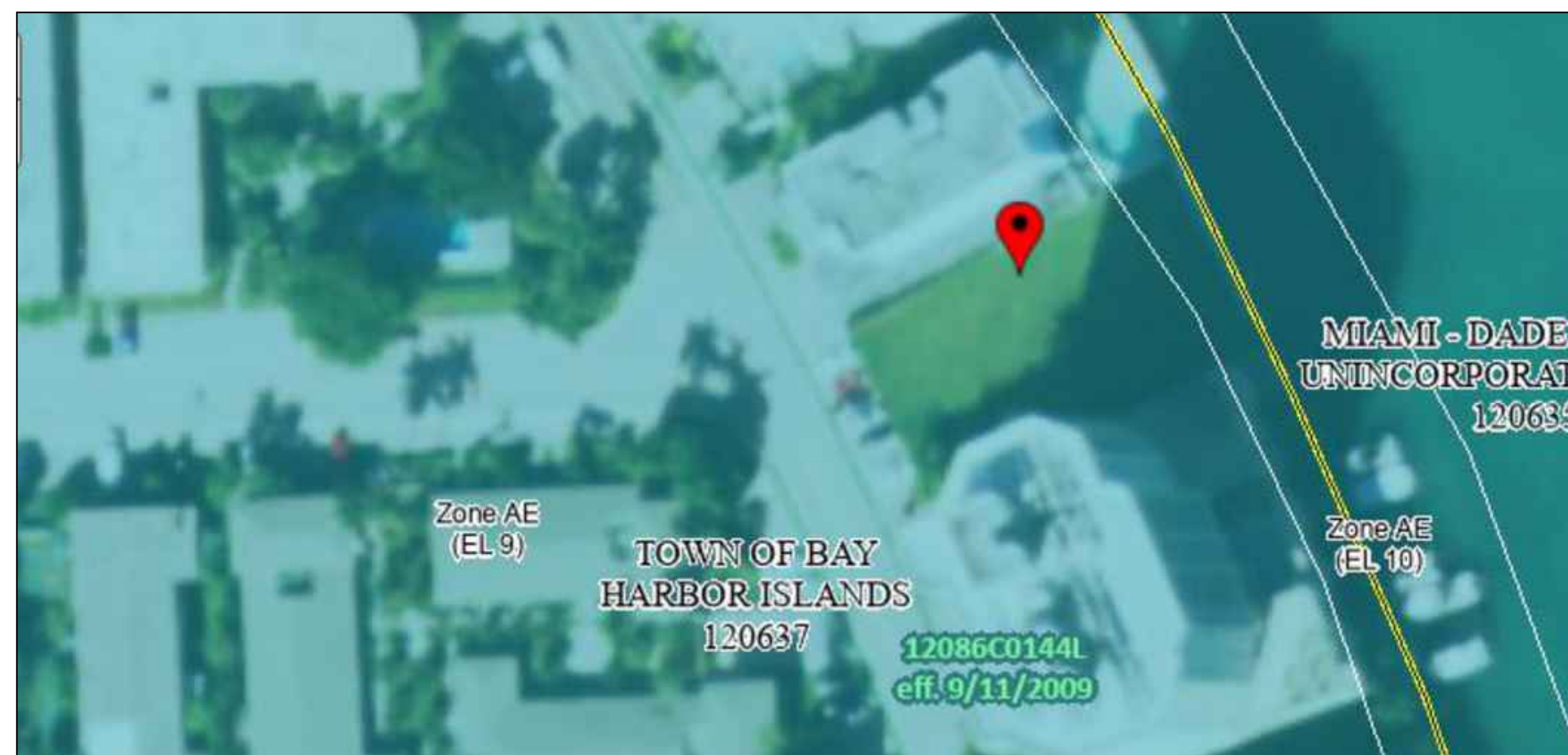
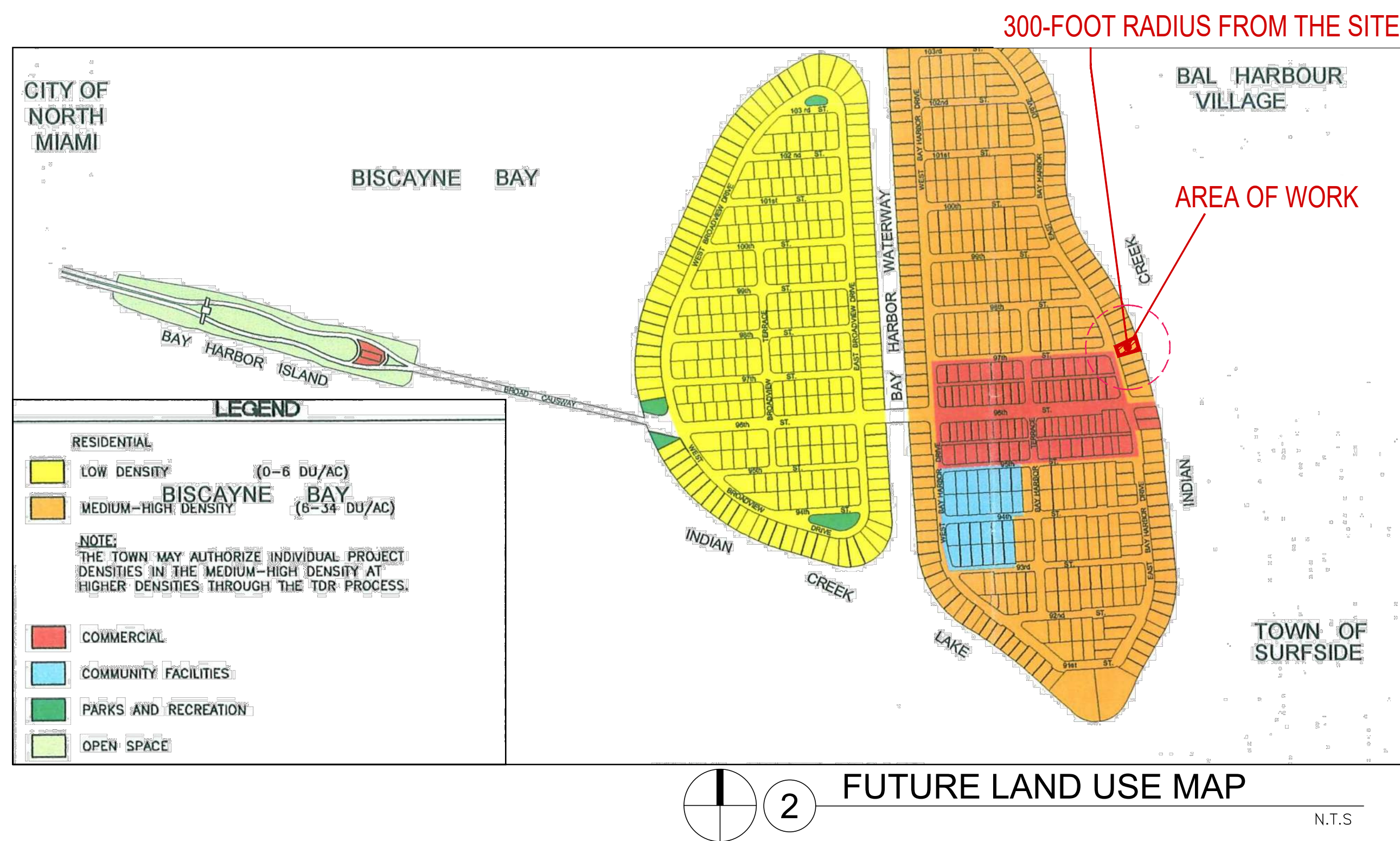
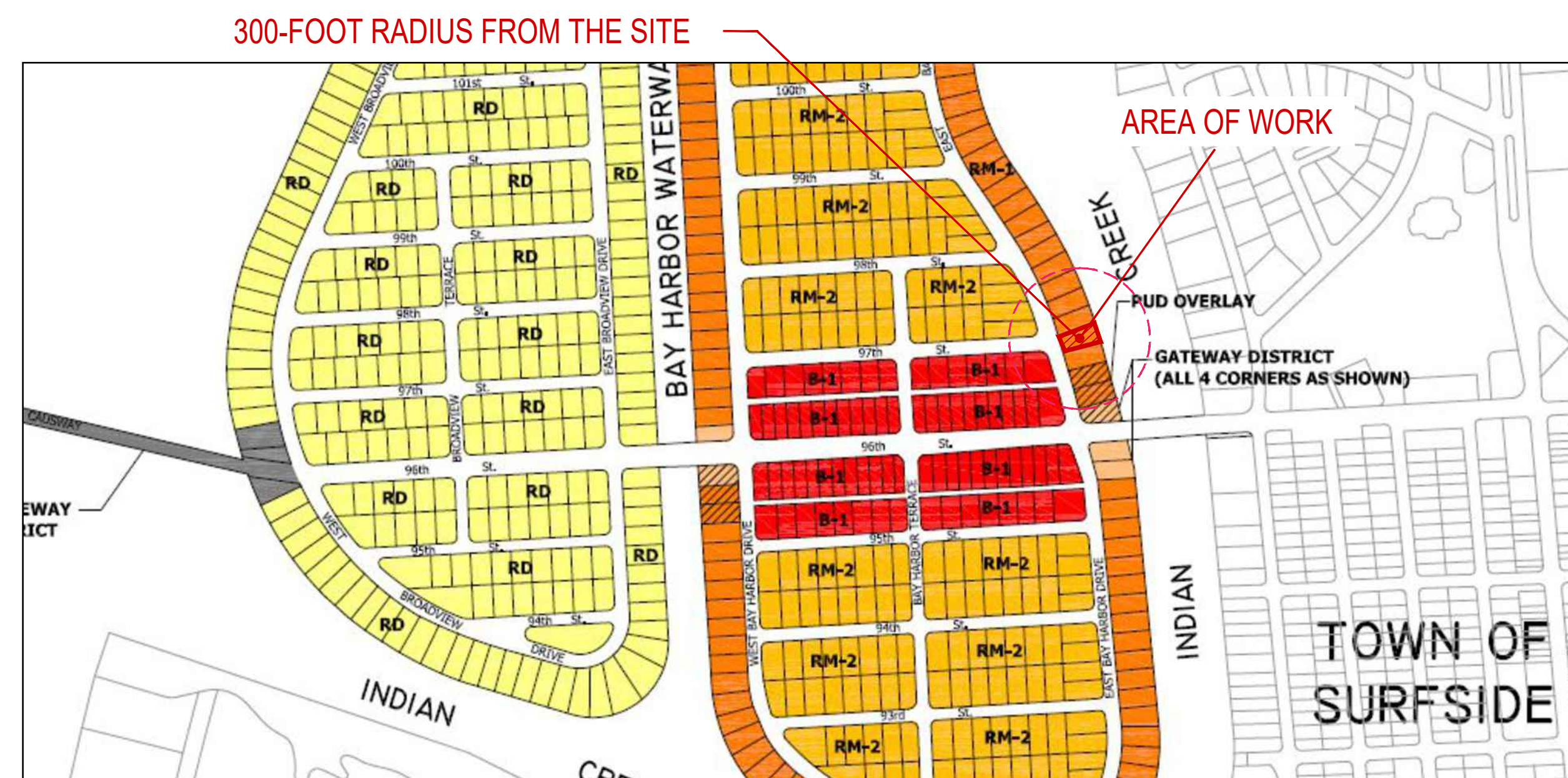
7/19/2022

Scale

NTS

FIGURE 1

ATTACHMENT B
SITE PLAN



ZONING INFORMATION

SECTION

PROJECT NAME: 9781 EAST BAY HARBOR DRIVE
PROJECT ADDRESS: 9781 E BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154
ZONING: RM-1
COMPREHENSIVE PLAN FLUM DESIGNATION: MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA)
GROSS LOT AREA: 11,286 SF (0.2590 ACRES)
BASE FLOOD ELEVATION: 10 NGVD
DESIGN FLOOD ELEVATION: 10' + 1' = 11' NGVD

1

SITE REQUIREMENTS

	ALLOWED / REQUIRED	PROPOSED
A) LOT AREA	11,286 SF	11,286 SF (0.2590 ACRES)
B) DENSITY	34 DU/AC MAX 34 x 0.2590 = 8.8 UNITS MAX = (9 UNITS)	9 UNITS
C) BUILDING HEIGHT	75'	75'-0" + 5'-0" POOL DECK
D) BUILDING LENGTH		99'-1"
E) LANDSCAPE REQUIREMENTS	20% LOT AREA MIN. 11,286 X 0.2 = 2,257 SF MIN.	2,625 SF = 23%
F) ROOF DECK LANDSCAPE REQUIREMENTS	15% ROOF AREA MIN. 4,441 X 0.15 = 666 SF MIN.	850 SF = 19%

2

SETBACK REQUIREMENTS

ALLOWED / REQUIRED		PROPOSED
A) FRONT YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 20 FEET BLDG LESS THAN 45 FEET IN HEIGHT . 25 FEET BLDG LESS THAN 65 FEET IN HEIGHT . 30 FEET	20 FEET 25 FEET 30 FEET
C) SIDE YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 10 FEET	10'-0" LEVEL 1,2,3 11'-0" LEVEL 4 15'-0" LEVEL 5 18'-0" LEVEL 6 20'-0" LEVEL 7 - 8
D) REAR YARD SETBACK	20 FEET	20 FEET
E) FLEX SETBACKS 1/3 OF BUILDING LENGTH NORTH SIDE SOUTH SIDE		

3

AREA BREAKDOWN

LEVEL		TOTAL AREA	SELLABLE AREA
LEVEL 1 (PARKING GARAGE)		5,973 SF	-
LEVEL 2		5,395 SF	3,210 SF
LEVEL 3		5,459 SF	4,574 SF
LEVEL 4		5,332 SF	4,447 SF
LEVEL 5		4,826 SF	4,261 SF
LEVEL 6		4,425 SF	3,860 SF
LEVEL 7		4,156 SF	3,591 SF
LEVEL 8		4,156 SF	3,591 SF
LEVEL 9 (ROOF DECK)		1,056 SF	-
GRANDTOTAL		40,778 SF	27,534 SF

4

PARKING REQUIREMENTS

AREA / UNIT		PARKING RATE	REQUIRED	PROPOSED
-RESIDENTIAL	9 UNITS	2 P.S. x UNIT	18 P.S.	18 P.S.
	VISITOR	0 P.S. PER ZONING CODE SEC 23-24 (c)(3).		
TOTAL PARKING			18 P.S.	18 P.S.
PARKING PER FLOORS			TOTAL OF PARKING	
LEVEL 1	17 STANDARD P.S. + 1 ACCESSIBLE P.S. = 18 P.S.		18 P.S.	

5

OF UNIT BREAKDOWN

LEVELS	UNITS PER FLOOR	SUBTOTAL UNITS	TOTAL UNITS PROPOSED
2	1 RESIDENTIAL UNITS	1 UNITS	
3-4	2 RESIDENTIAL UNITS	4 UNITS	
5-8	1 RESIDENTIAL UNITS	1 UNITS x 4 LEVELS = 4 UNITS	9 UNITS
		TOTAL UNITS = 9 UNITS	

Rev.	Date	Rev.	Date
<u>1</u>		<u>9</u>	
<u>2</u>		<u>10</u>	
<u>3</u>		<u>11</u>	
<u>4</u>		<u>12</u>	
<u>5</u>		<u>13</u>	
<u>6</u>		<u>15</u>	
<u>7</u>		<u>16</u>	
<u>8</u>		<u>17</u>	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (c) 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextroyanovsky@yahoo.com

LANDSCAPE DESIGN:
Name: _____
Address: _____

Tel: _____
Email: _____

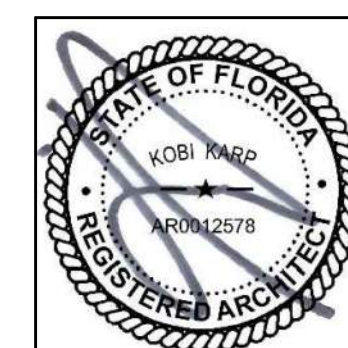
CIVIL ENGINEER:
Name:
Address:

Tel:
Email:

MEP ENGINEER:
Name:
Address:

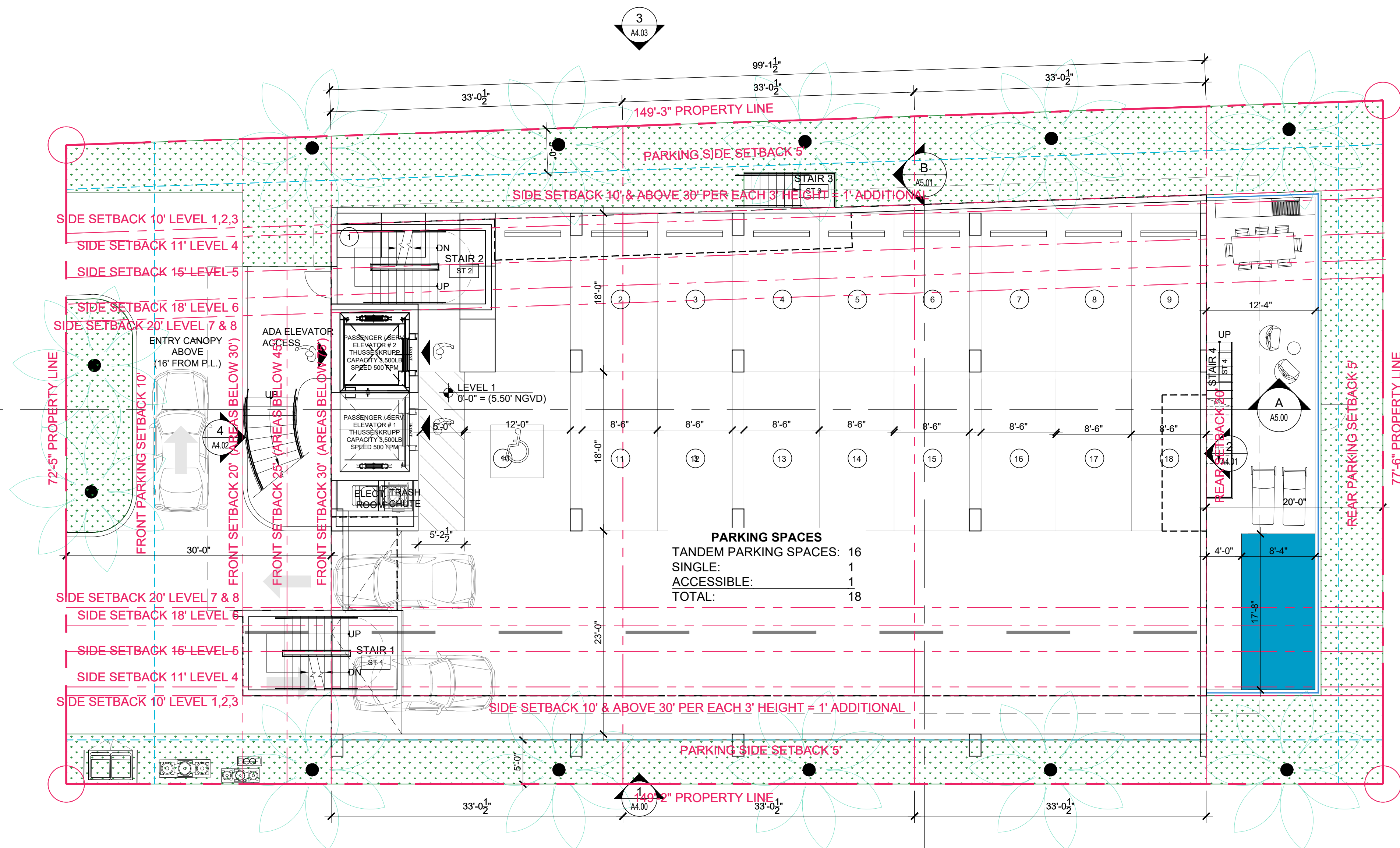
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



PROJECT DATA

Date: 06-14-2022	Sheet No. A1.00
Scale:	
Project: 2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

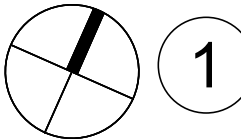
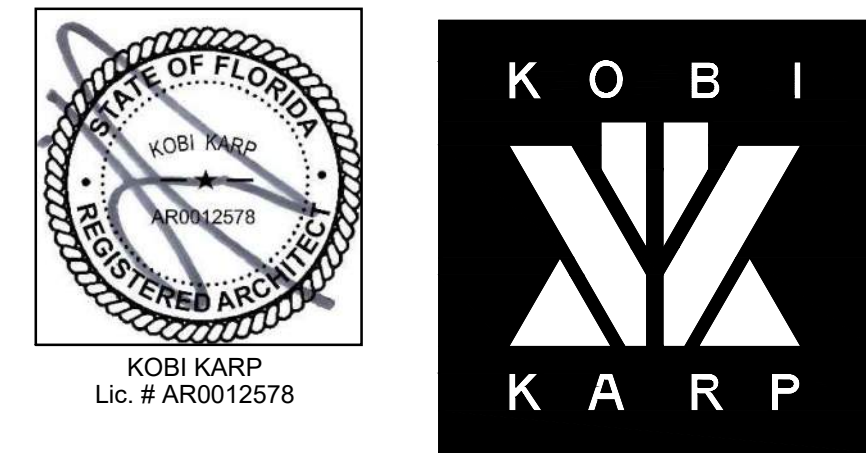
OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



SITE PLAN

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

KKKID RECORD - OPTION 2.11

SITE PLAN

Date: 06-14-2022	Sheet No.
Scale:	A2.00
Project: 2229	



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/18/2022

Property Information	
Folio:	13-2227-001-1040
Property Address:	9781 E BAY HARBOR DR Bay Harbor Islands, FL 33154-1740
Owner	9781 BAY HARBOR DEVELOPMENT LLC
Mailing Address	18101 COLLINS AVE #3908 SUNNY ISLES BEACH, FL 33160 USA
PA Primary Zone	4500 MULTI-FAMILY - 4 STORY
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	11,250 Sq.Ft
Year Built	0



Assessment Information				
Year	2022	2021	2020	
Land Value	\$3,825,000	\$3,825,000	\$3,825,000	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$3,825,000	\$3,825,000	\$3,825,000	
Assessed Value	\$3,825,000	\$3,825,000	\$3,825,000	

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BAY HARBOR ISLAND	
PB 46-5	
LOT 28 BLK 4	
LOT SIZE 11250 SQ FT	
FAU 13 2227 048 0001	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/06/2022	\$4,500,000	33170-3184	Qual by exam of deed
01/11/2016	\$4,750,000	29939-0305	Qual on DOS, multi-parcel sale

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

ATTACHMENT C
ITE EXCERPTS

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

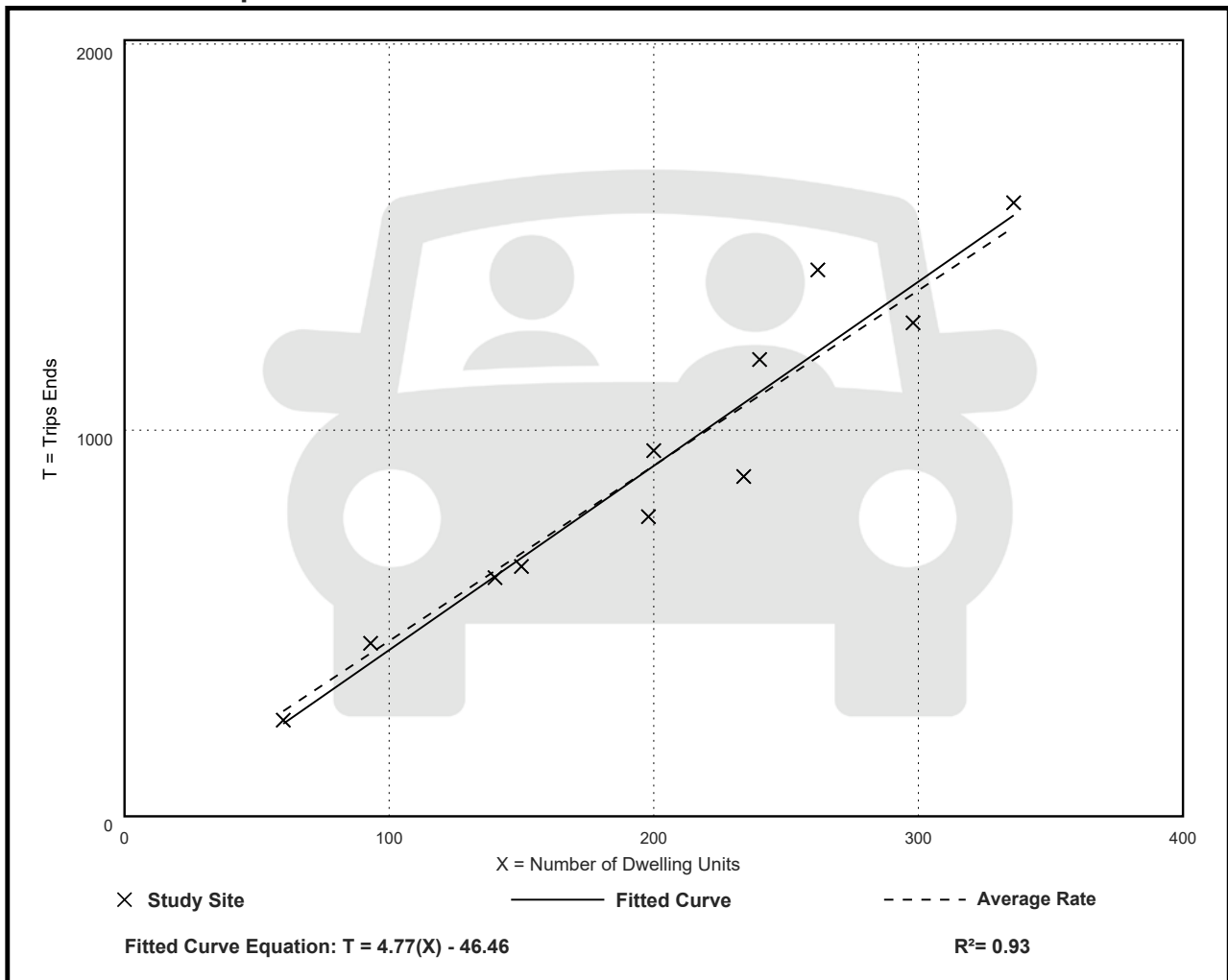
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

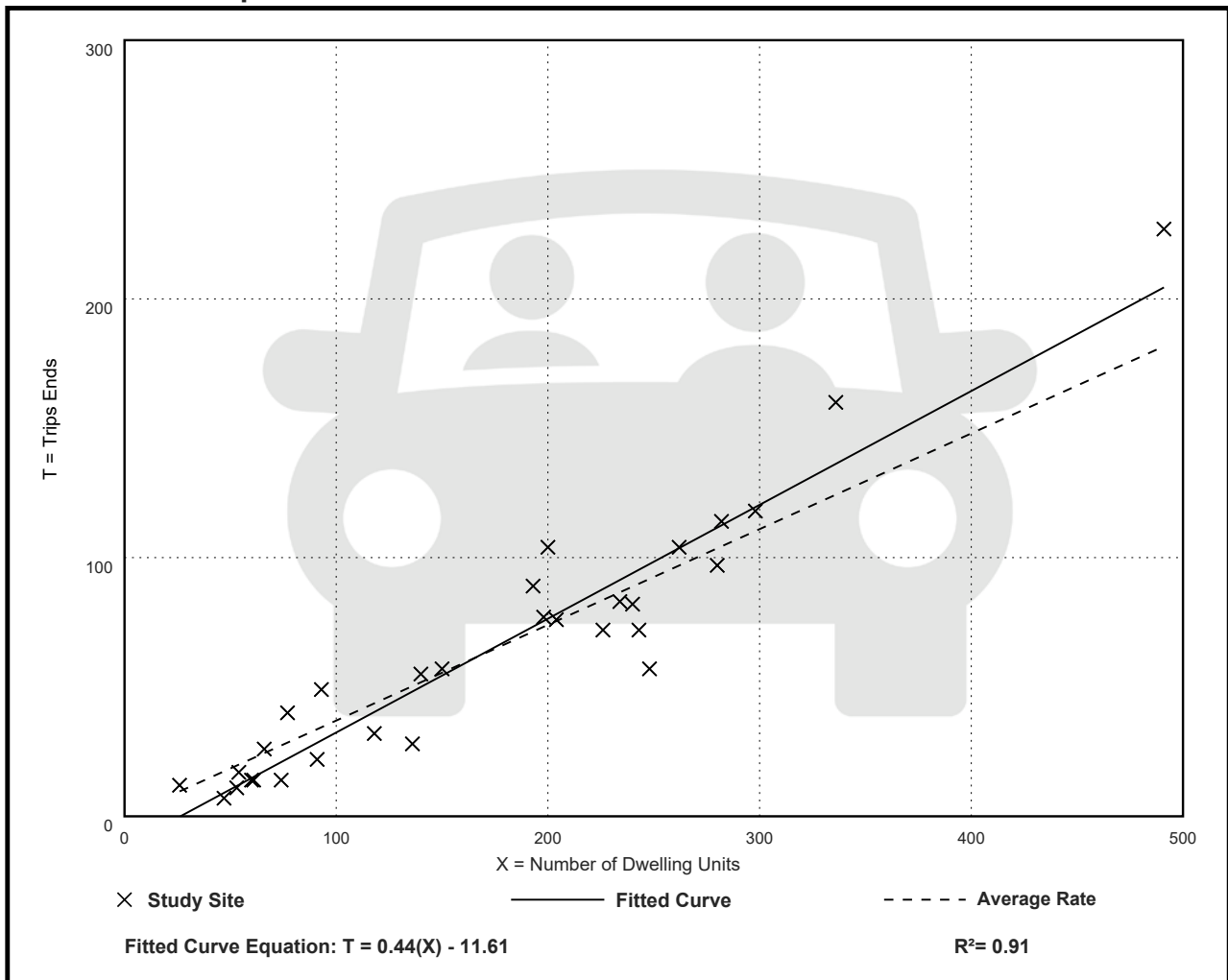
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

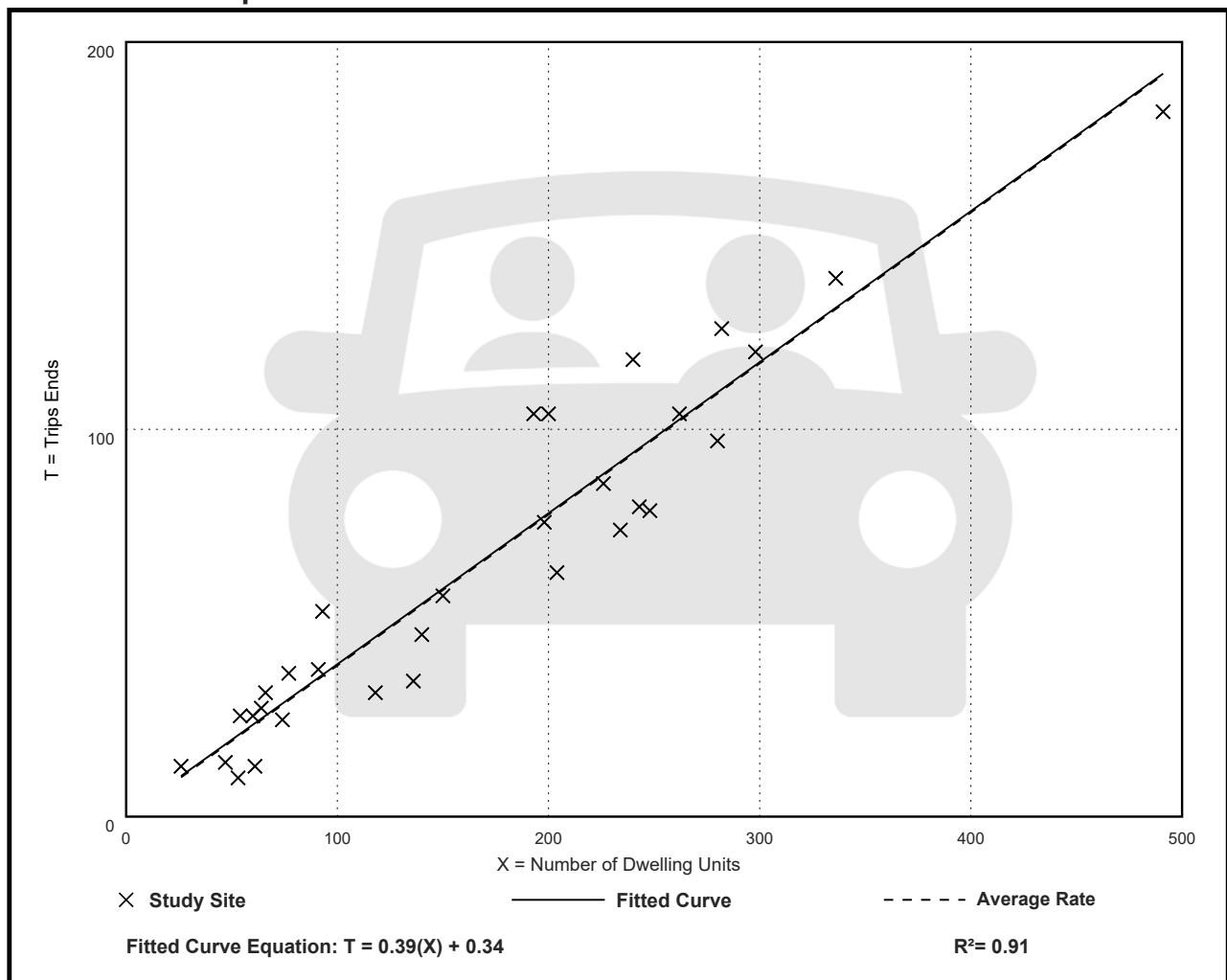
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



9781 W. Bay Harbor Dr.

BASIN INFORMATION FOR PROP. DRAINAGE SYSTEM

Storm frequency, T= **10** Years
 Minimum time of Concentration, t_c = **10** Min.
 The IDF relation used by DERM, $I = 308.5 / (48.6T^{-0.11} + t(0.5895 + T^{-0.67}))$
 Intensity, I = 6.74 (Inch/Hour)

RATIONAL METHOD PEAK RUNOFF CALCULATIONS

DRAINAGE BASIN ID	TOTAL DRAINAGE BASIN AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)	WEIGHTED "C" VALUE	CONTRIBUTING DRAINAGE AREA (CXA)	INTENSITY "I" (INCH/HR)	PEAK RUNOFF (Q=CIA) (CFS)
BLDG	0.16	0.16	0.00	0.95	0.15	6.74	1.02

DRAINAGE WELL DESIGN

Well Discharge Capacity: **350** gpm/ft of head.
 Well Discharge Capacity: **0.78** cfs/ft
 Well Diameter: **24** inches
 Drainage Well Casing Depth: **80** feet
 Well Mounding: **1.76** ft.
 Ground Water Table: **2.07** ft. N.G.V.D.
 Provided Well Structures Min. Top Elevation: **8.00** ft. N.G.V.D.

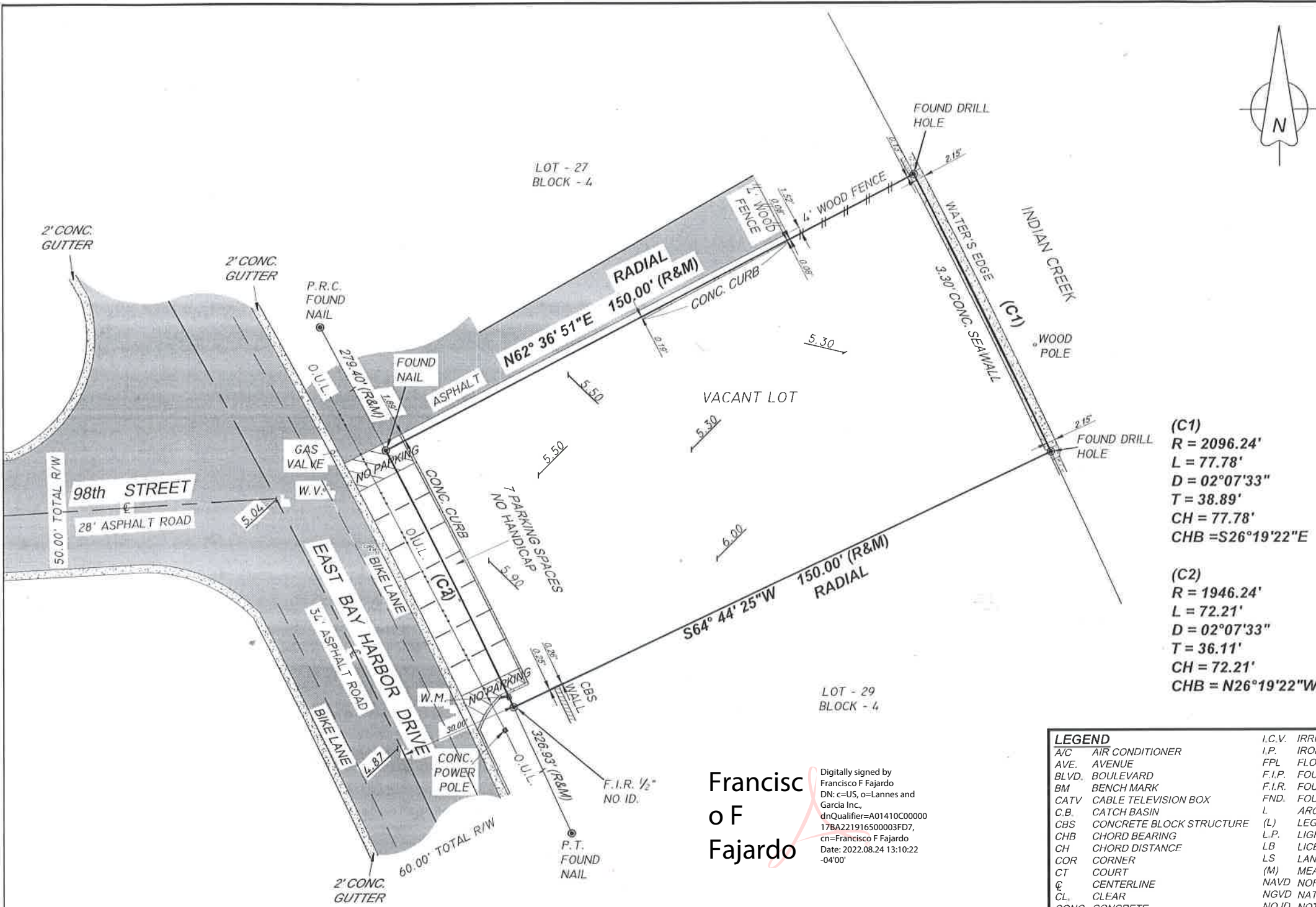
**Walter
M Lugo**

Digitally signed by
 Walter M Lugo
 DN: c=US, o=Ocean
 Engineering Inc,
 dnQualifier=A01410C000
 0018124CFC7D40002651
 E, cn=Walter M Lugo
 Date: 2022.08.23 11:21:10
 +0400

DRAINAGE BASIN ID	AVAILABLE EFFECTIVE HEAD (FT. NGVD)	WELL CAPACITY (CFS/WELL)	DRAINAGE BASIN AREA (AC.)	PEAK RUNOFF (CFS)	NUMBER OF WELLS PROPOSED	TOTAL WELLS CAPACITY (CFS)	SAFETY FACTOR
Site	4.17	3.25	0.160	1.02	1.00	3.25	3.17

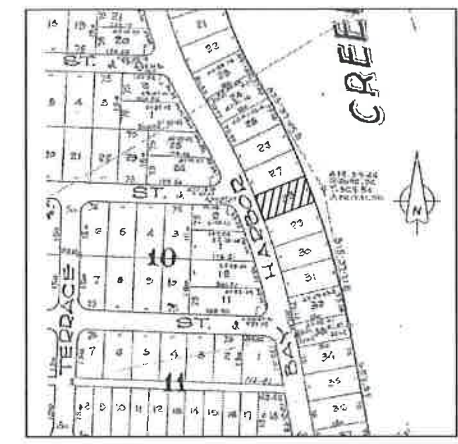
CALCULATIONS FOR 90 SEC. RETENTION TIME

DRAINAGE STRUCTURE ID	WELL STRUCTURE DIMENSIONS		DRAINAGE STRUCTURE RIM ELEVATION (FT. N.G.V.D.)	WELL CASING ELEVATION (NGVD)	PEAK RUNOFF (CFS)	90 SEC. RETENTION VOLUME (CF)	REQUIRED Hmin. (FT.)	PROVIDED Hmin. (ft.)
	WIDTH (FT.)	LENGTH (FT.)						
DW-1	5.00	10.50	6.50	3.85	1.02	92	1.76	3.50



LOCATION SKETCH

NOT TO SCALE



LEGAL DESCRIPTION:

LOT 28, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 4, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) WALL MEASUREMENTS ARE TO/FROM FACE OF WALL.
- 10) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
- 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT: SOUTH LINE OF SUBJECT LOT= (S64° 44' 25"W)

(C1)
R = 2096.24'
L = 77.78'
D = 02°07'33"
T = 38.89'
CH = 77.78'
CHB = S26°19'22"E

(C2)
R = 1946.24'
L = 72.21'
D = 02°07'33"
T = 36.11'
CH = 72.21'
CHB = N26°19'22"W

LEGEND			
A/C	AIR CONDITIONER	I.C.V.	IRRIGATION CONTROL VALVE
AVE.	AVENUE	I.P.	IRON PIPE
BLVD.	BOULEVARD	FPL	FLORIDA POWER & LIGHT
BM	BENCH MARK	F.I.P.	FOUND IRON PIPE
CATV	CABLE TELEVISION BOX	F.I.R.	FOUND IRON ROD
C.B.	CATCH BASIN	FND.	FOUND
CBS	CONCRETE BLOCK STRUCTURE	L	ARC LENGTH
CHB	CHORD BEARING	(L)	LEGAL
CH	CHORD DISTANCE	L.P.	LIGHT POLE
COR	CORNER	LB	LICENSED BUSINESS
CT	COURT	LS	LAND SURVEYOR
CL	CENTERLINE	(M)	MEASURED
CL	CLEAR	NAVD	NORTH AMERICAN VERTICAL DATUM
CONC.	CONCRETE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
C.O.	CLEAN OUT	NO ID.	NOT IDENTIFIABLE
E.B.	ELECTRIC BOX	NO.	NUMBER
ELEV.	ELEVATION	NTS	NOT TO SCALE
ENCR.	ENCROACHMENT	O.R.B.	OFFICIAL RECORD BOOK
E.R.P.	ELEVATION REFERENCE POINT	ON/PL	ON PROPERTY LINE
F.F.	FINISH FLOOR	O.U.L.	OVERHEAD UTILITY LINES
F.H.	FIRE HYDRANT	P.C.	POINT OF CURVATURE
		P.C.C.	POINT OF COMPOUND CURVATURE
		P.C.P.	PERMANENT CONTROL POINT
		PLS	PROFESSIONAL LAND SURVEYOR
		PSM	PROFESSIONAL SURVEYOR AND MAPPER
		PL	PROPERTY LINE
		P.O.B.	POINT OF BEGINNING
		P.O.C.	POINT OF COMMENCEMENT
		P.R.C.	POINT OF REVERSE CURVATURE
		P.R.M.	PERMANENT REFERENCE MONUMENT
		P.T.	POINT OF TANGENCY
		R	RADIUS
		(R)	RECORD
		R.E.	RIM ELEVATION
		R/W	RIGHT-OF-WAY
		SAN.	SANITARY
		S.I.P.	SET IRON PIPE
		S.I.R.	SET IRON ROD
		ST.	STREET
		T	TANGENT
		T.B.M.	TEMPORARY BENCH MARK
		TEL.	TELEPHONE
		TYP.	TYPICAL
		U.E.	UTILITY EASEMENT
		W/M	WATER METER
		W.V.	WATER VALVE
		W.U.P.	WOOD UTILITY POLE
SYMBOLS			
			CONCRETE
			OVERHEAD UTILITY LINES
			WIRE FENCE
			WOOD FENCE
			PROPERTY CORNER
			WATER FLOW
			EXISTING GRADE ELEVATION
			PROPOSED GRADE ELEVATION
			WATER VALVE
			SIGN
			DRAINAGE MANHOLE
			SANITARY MANHOLE
			FIRE HYDRANT
			LIGHTING FIXTURE
			FIRE DEPARTMENT CONNECTION

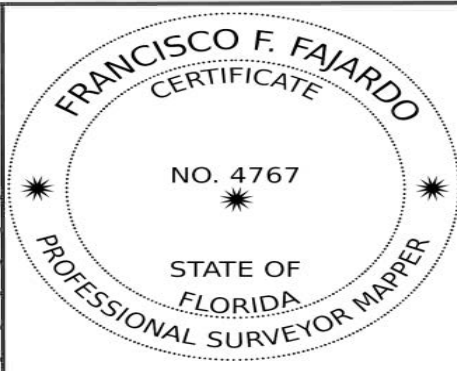
CERTIFIED TO:
CONGREE BHE LLC.

LOT SQUARE FOOTAGE:
11,249 SQUARE FEET +/- 0.26 ACRES +/-

LOT SQUARE FOOTAGE
ADDED: 07/21/2022
NO FIELD BOUNDARY
SURVEY UPDATED.

Francisco Fajardo
Digitally signed by Francisco Fajardo
DN: c=US, o=Lannes and Garcia Inc.,
dnQualifier=A01410C00000
17BA221916500003FD7,
cn=Francisco Fajardo
Date: 2022.08.24 13:10:22 -0400

FLOOD ZONE: AE	PROPERTY OF: 9781 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA 33154
MAP & PANEL = 12086C0144	
COMMUNITY NO.: 120637	
SUFFIX: L	
DATE OF FIRM: 09/11/2009	
BASE ELEV. = 9/10 NGVD 1929	
ELEVATIONS SHOWN REFER TO N.G.V.D. 1929.	
B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY)	



A BOUNDARY SURVEY
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.

PROFESSIONAL SURVEYING AND MAPPING
LANNES AND GARCIA, INC.
LB # 2098
FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)
4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155
PH (305) 666-7909 FAX (305) 442-2530

DWG. No.: 269140-A

FIELD DATE: 02/03/2022 SCALE: 1" = 30' DRAWN BY: TJY/J.L.J. DWG. No.: 269140

Yvonne Hamilton

From: David Sacks <dsacks@pst.law>
Sent: Tuesday, November 22, 2022 3:56 PM
To: Yvonne Hamilton
Cc: Joseph Geller; Yvonne Hamilton; Michele Formaggio; Alexandra Chancy; Joseph A. Ruiz, Esq.
Subject: RE: Letter of Appeal - Re: Design Review Board Decision - 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development, LLC
Attachments: Letter of Appeal - 9781 East Bay Harbor Drive.pdf

Good Afternoon Ms. Lasday,

By way of this letter, we ask that the above referenced appeal be tabled until an appropriate time. Today, we received the Public Records Request from the City. We also received today the transcript of the November 1st hearing that is the subject of the appeal.

Finally, we are seeking a meeting with the Developer to potentially resolve any differences that may lead to my client's dropping of the appeal.

Note also that within the attached letter I had reserved a time for augmenting the file in anticipation of receiving the above mentioned items.

For these reasons, along with the holidays, I would ask that we postpone any hearing for 3 months while we work out any concerns my client, the Carroll Walk Condominium Association and the Developer, Appellee.

Please confirm that there is no scheduled hearing in view of the above.

Best regards,



PATHMAN SCHERMER TANDY, LLP
ATTORNEYS AT LAW

David E. Sacks, Esq.

Partner

Pathman Schermer Tandy, LLP

One Biscayne Tower, Suite 2400

Two South Biscayne Boulevard

Miami, Florida 33131

Tel: 305-379-2425

Fax: 305-379-2420

Mobile: 305-968-7907

Email: dsacks@pst.law

Firm Website: www.pst.law

From: Alexandra Chancy <achancy@pst.law>

Sent: Thursday, November 10, 2022 12:36 PM

To: mlasday@bayharborislands-fl.gov

Cc: Joseph Geller <joseph.geller@gmlaw.com>; Yvonne Hamilton <yhamilton@bayharborislands-fl.gov>; David Sacks

<dsacks@pst.law>; Michele Formaggio <mformaggio@pst.law>

Subject: Letter of Appeal - Re: Design Review Board Decision - 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development, LLC

Importance: High

Good Afternoon Ms. Lasday,

Please see attached Letter of Appeal of the Design Review Board Decision regarding the new multi-family dwelling for 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development LLC at the DRB Meeting held on 11.01.22. Attorney David sacks is copied on this email for any questions you may have.

Kindly confirm receipt of the Letter of Appeal and advise of anything else that you might need.

Thank You,

~ *Alexandra* ~



PATHMAN SCHERMER TANDY, LLP

ATTORNEYS AT LAW

Alexandra Chancy
Legal Assistant
Pathman Schermer Tandy, LLP
One Biscayne Tower, Suite 2400
2 South Biscayne Boulevard
Miami, FL 33131
T - 305-379-2425
F - 305-379-2420
achancy@pst.law
www.pst.law



This message and all attachments are a private communication sent by a law firm and may be confidential or protected by privilege. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the information contained in or attached to this message is strictly prohibited. Please notify the sender of the delivery error by replying to this message, and then delete it from your system.

Total Control Panel

[Login](#)

To: yhamilton@bayharborislands-fl.gov [Remove](#) this sender from my allow list

From: dsacks@pst.law

You received this message because the sender is on your allow list.

PATHMAN
SCHERMER TANDY, LLP
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
RICHARD N. SCHERMER
AARON W. TANDY*
DAVID E. SACKS
DAVID M. HAWTHORNE
ROSS D. KULBERG
VALERIO SPINACI**
MICHELE FORMAGGIO***

* also admitted to practice in New York
** also admitted to practice in California & New Jersey
*** also admitted to practice in District Of Columbia & New York

November 10, 2022

ONE BISCAYNE TOWER · SUITE 2400
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
FACSIMILE (305) 379-2420
www.pst.law

DAVID E. SACKS
dsacks@pst.law

Via e-mail and Hand Delivery:

mlasday@bayharborislands-fl.gov

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

Re: Appeal of the Design Review Board Decision regarding new multi-family dwelling for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 and 9955 Bay Harbor Development, LLC, located at 9919-9955 E. Bay Harbor Drive, Lots 19-21 of Block 4.

Dear Ms. Lasday,

Our firm represents Carroll Walk Condominium Association, Inc. (the "Appellant"). The Appellant's property is immediately adjacent to the property subject to the Board's decision regarding new multi-family dwellings for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 and 9955 Bay Harbor Development, LLC, located at 9919-9955 E. Bay Harbor Drive, Lots 19-21 of Block 4 (the "Project").

On November 1st, 2022, the Board heard a request by 9781 Bay Harbor Development, LLC and 9955 Bay Harbor Development, LLC (the "Applicant") for the approval of the Project. The undersigned Appellant's counsel appeared at the hearing and raised the following concerns with regards to the Board's approval of the Project:

1. The Comprehensive Plain was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not in particular.
2. While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in

subsection 11-8.4 of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues. Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.

3. Applicant's traffic analysis did not merit sufficient consideration for an analysis of the impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.
4. The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be modified between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).
5. The Applicant's project will be sited on a small lot.
6. Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

Based on the Town Code, we reserve the right to submit additional information such as a transcript of the subject Design Review Board hearing and such other appropriate items. Further, in view of the upcoming Holiday Season, we would like to discuss an appropriate time to set the Commission Hearing of the subject appeal.

Based on the foregoing, our client respectfully requests that the Commission Reverse the Design Review Board's decision to approve the Project over the Appellant's concerns above and objections to the proposed Comprehensive Plan.

November 10, 2022
Page 3

Very truly yours,

PATHMAN SCHERMER TANDY, LLP



David E. Sacks

Cc:

Joseph S. Geller, Esq.
joseph.geller@gmlaw.com
Greenspoon Marder, LLP
Town Attorney

Yvonne P. Hamilton
yhamilton@bayharborislands-fl.gov
Town Clerck



9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154
DEVELOPMENT REVIEW BOARD SUBMITTAL
09-27-2022

DRAWING INDEX		
Delta (Revision):		
Discipline	Sheet	Description
ARCH KKAID	A0.00	COVER
		SURVEY
	A1.00	PROJECT DATA
	A1.01	OPEN AREA CALCULATIONS
	A1.02	CONTEXT SITE MAP
	A1.03	CONTEXT PHOTOS
	A1.04	SURROUNDING BUILDINGS
	A1.05	RENDERING_VIEW FROM THE BAY
	A1.06	RENDERING_VIEW FROM THE STREET
	A2.00	SITE PLAN
	A3.00	FLOOR PLAN - LEVEL 1
	A3.01	FLOOR PLAN - LEVEL 2
	A3.02	FLOOR PLAN - LEVEL 3
	A3.03	FLOOR PLAN - LEVEL 4
	A3.04	FLOOR PLAN - LEVEL 5
	A3.05	FLOOR PLAN - LEVEL6
	A3.06	FLOOR PLAN - LEVEL 7
	A3.07	FLOOR PLAN - LEVEL 8
	A3.08	ROOF PLAN - POOL DECK
	A3.09	TOP OF ROOF SLAB
	A4.00	BUILDING COLOR ELEVATION - SOUTH
	A4.01	BUILDING COLOR ELEVATION - EAST
	A4.02	BUILDING COLOR ELEVATION - NORTH
	A4.03	BUILDING COLOR ELEVATION - WEST
	A5.00	BUILDING SECTION - A
	A5.01	BUILDING SECTION - B
PHOTOMETRIC K-G	PH-1	LEVEL 1 - PHOTOMETRIC PLANS
	PH-2	LEVEL 1 - EMERGENCY PHOTOMETRIC PLANS
	PH-3	ROOF DECK - PHOTOMETRIC PLANS
	PH-4	ROOF DECK - EMERGENCY PHOTOMETRIC PLANS
LANDSCAPE TG	L-1	PROPOSED LEVEL 1 LANDSCAPE PLAN
	L-2	PROPOSED ROOF DECK LANDSCAPE PLAN
	TD-1	TREE DISPOSITION PLAN
CIVIL OCEAN ENG.	C100	GENERAL NOTES AND SPECIFICATIONS
	C200	PAVING GRADING AND DRAINAGE PLAN
	C300	WATER AND SEWER PLAN
	C400	DRAINAGE DETAILS
	C500	SEDIMENTATION AND EROSION CONTROL PLAN
	C600	SEDIMENTATION AND EROSION CONTROL NOTES

CIVIL ENGINEER

OCEAN ENGINEERING
8101 BISCAYNE BLVD
SUITE 508
MIAMI, FL 33138
TEL: 786-518-2008

MEP ENGINEER
REYES-GAVILAN ENGINEERS, INC
16252 NW 79th AVE.
MIAMI, FL 33016
TEL: 305-828-0644

LANDSCAPE DESIGN

TOPO_GRAPHIC LLC
3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
TEL: 941-564-5016

TRAFFIC CONSULTANT
LANGAN
100 CAMBRIDGE STREET , SUITE 1310
BOSTON, MA 02114
TEL: 786-264-7200

OWNER

9781 BAY HARBOR DEVELOPMENT, LLC
18101 COLLINS AVENUE, #3908
SUNNY ISLES BEACH
FL 33160

FIRE PROTECTION / LIFE SAFETY CONSULTANT
SLS
260 PALERMO AVENUE
CORAL GABLE , FLORIDA 33134
TEL: 786-352-7377

ARCHITECTS

KOBI KARP ARCHITECTURE &
INTERIOR DESIGN
571 NW 28th STREET
MIAMI, FL 33127
TEL: 305.573.1818

Rev.	Date	Rev.	Date
<u>1</u>		<u>9</u>	
<u>2</u>		<u>10</u>	
<u>3</u>		<u>11</u>	
<u>4</u>		<u>12</u>	
<u>5</u>		<u>14</u>	
<u>6</u>		<u>15</u>	
<u>7</u>		<u>16</u>	
<u>8</u>		<u>17</u>	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBI KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBI KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

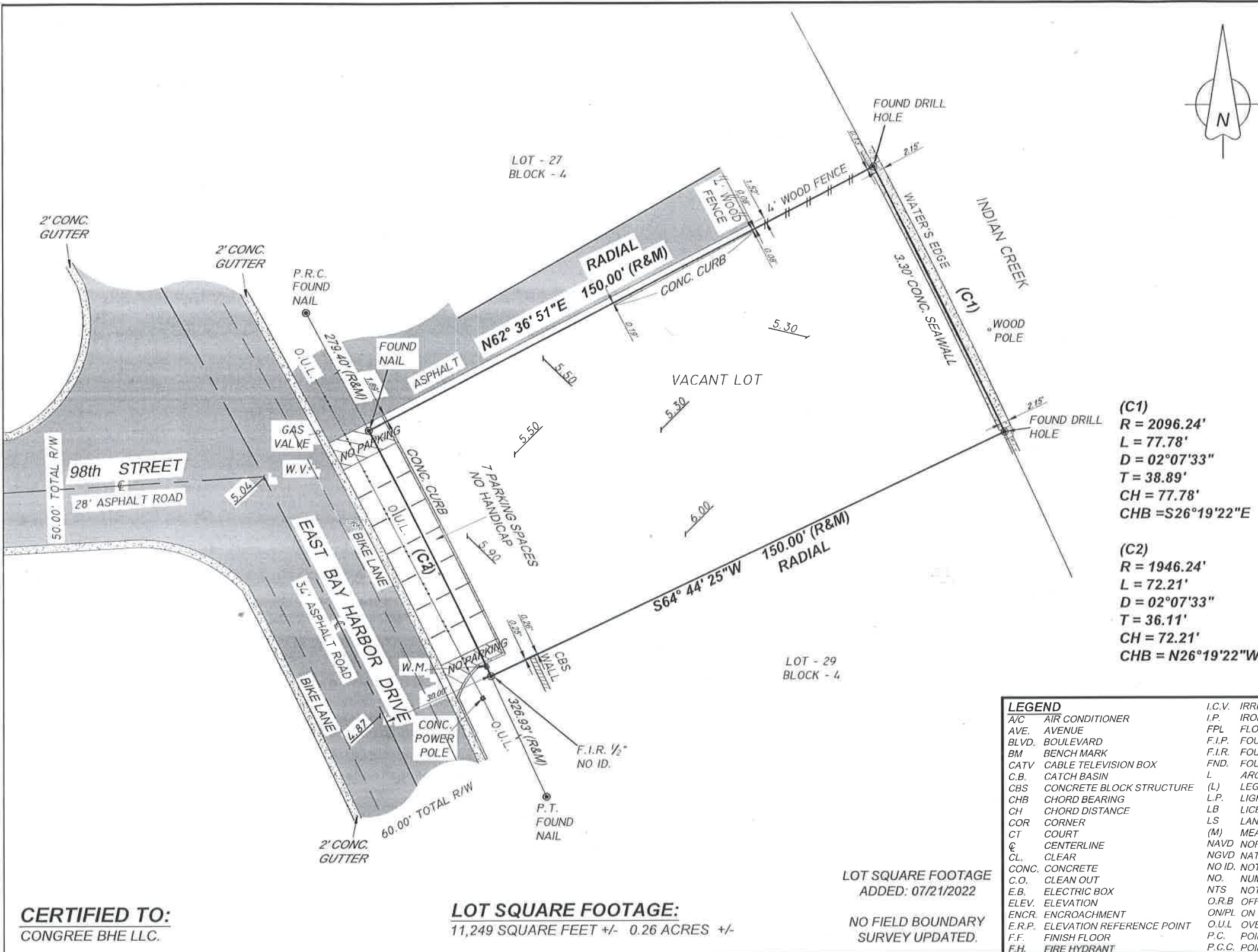


KOBI KARP
Lic. # AR0012578



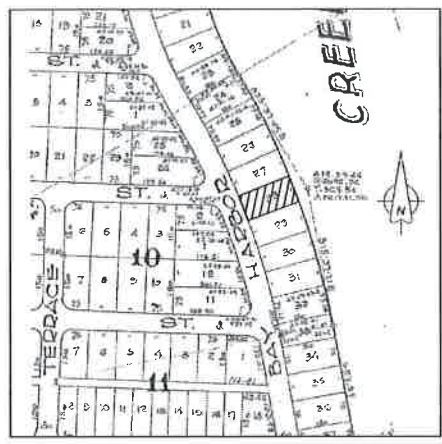
COVER

Date:	09-27-2022	Sheet No. A0.00
Scale:		
Project:	2229	



LOCATION SKETCH

NOT TO SCALE



LEGAL DESCRIPTION:

LOT 28, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 4, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) WALL MEASUREMENTS ARE TO/FROM FACE OF WALL.
- 10) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
- 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT: SOUTH LINE OF SUBJECT LOT= (S64° 44' 25"W)

(C1)
R = 2096.24'
L = 77.78'
D = 02°07'33"
T = 38.89'
CH = 77.78'
CHB = S26°19'22"E

(C2)
R = 1946.24'
L = 72.21'
D = 02°07'33"
T = 36.11'
CH = 72.21'
CHB = N26°19'22"W

LEGEND			
A/C AIR CONDITIONER	I.C.V. IRRIGATION CONTROL VALVE	P.C.P. PERMANENT CONTROL POINT	W/M WATER METER
AVE. AVENUE	I.P. IRON PIPE	PLS PROFESSIONAL LAND SURVEYOR	W.V. WATER VALVE
BLVD. BOULEVARD	FPL FLORIDA POWER & LIGHT	PSM PROFESSIONAL SURVEYOR AND MAPPER	W.U.P. WOOD UTILITY POLE
BM BENCH MARK	F.I.P. FOUND IRON PIPE	PL PROPERTY LINE	
CATV CABLE TELEVISION BOX	F.I.R. FOUND IRON ROD	P.O.B. POINT OF BEGINNING	
C.B. CATCH BASIN	FND. FOUND	P.O.C. POINT OF COMMENCEMENT	
CBS CONCRETE BLOCK STRUCTURE	L. ARC LENGTH	P.R.C. POINT OF REVERSE CURVATURE	
CHB CHORD BEARING	(L) LEGAL	P.R.M. PERMANENT REFERENCE MONUMENT	
CH CHORD DISTANCE	L.P. LIGHT POLE	P.T. POINT OF TANGENCY	
COR CORNER	LB LICENSED BUSINESS	R RADIUS	
CT COURT	LS LAND SURVEYOR	(R) RECORD	
CL CENTERLINE	(M) MEASURED	R.E. RIM ELEVATION	
CL. CLEAR	NAVD NORTH AMERICAN VERTICAL DATUM	R/W RIGHT-OF-WAY	
CONC. CONCRETE	NGVD NATIONAL GEODETIC VERTICAL DATUM	SAN. SANITARY	
C.O. CLEAN OUT	NO ID. NOT IDENTIFIABLE	S.I.P. SET IRON PIPE	
E.B. ELECTRIC BOX	NO. NUMBER	S.I.R. SET IRON ROD	
ELEV. ELEVATION	NTS NOT TO SCALE	ST. STREET	
ENCR. ENCROACHMENT	O.R.B. OFFICIAL RECORD BOOK	T TANGENT	
E.R.P. ELEVATION REFERENCE POINT	ON/PL ON PROPERTY LINE	T.B.M. TEMPORARY BENCH MARK	
F.F. FINISH FLOOR	O.U.L. OVERHEAD UTILITY LINES	TEL. TELEPHONE	
F.H. FIRE HYDRANT	P.C. POINT OF CURVATURE	TYP. TYPICAL	
	P.C.C. POINT OF COMPOUND CURVATURE	U.E. UTILITY EASEMENT	

SYMBOLS	
	CONCRETE
	OVERHEAD UTILITY LINES
	WIRE FENCE
	WOOD FENCE
	PROPERTY CORNER
	WATER FLOW
	EXISTING GRADE ELEVATION
	PROPOSED GRADE ELEVATION
	WATER VALVE
	SIGN
	DRAINAGE MANHOLE
	SANITARY MANHOLE
	FIRE HYDRANT
	LIGHTING FIXTURE
	FIRE DEPARTMENT CONNECTION

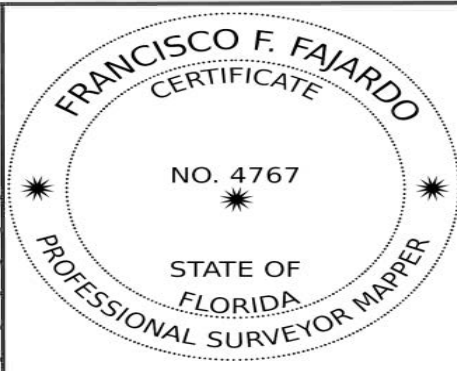
CERTIFIED TO:
CONGREE BHE LLC.

LOT SQUARE FOOTAGE:
11,249 SQUARE FEET +/- 0.26 ACRES +/-

LOT SQUARE FOOTAGE
ADDED: 07/21/2022

NO FIELD BOUNDARY
SURVEY UPDATED.

FLOOD ZONE: AE	PROPERTY OF: 9781 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA 33154
MAP & PANEL = 12086C0144	
COMMUNITY NO.: 120637	
SUFFIX: L	
DATE OF FIRM: 09/11/2009	
BASE ELEV. = 9/10 NGVD 1929	
ELEVATIONS SHOWN REFER TO N.G.V.D. 1929.	
B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY)	



A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.

PROFESSIONAL SURVEYING AND MAPPING

LANNES AND GARCIA, INC.

LB # 2098

FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)

4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155

PH (305) 666-7909 FAX (305) 442-2530

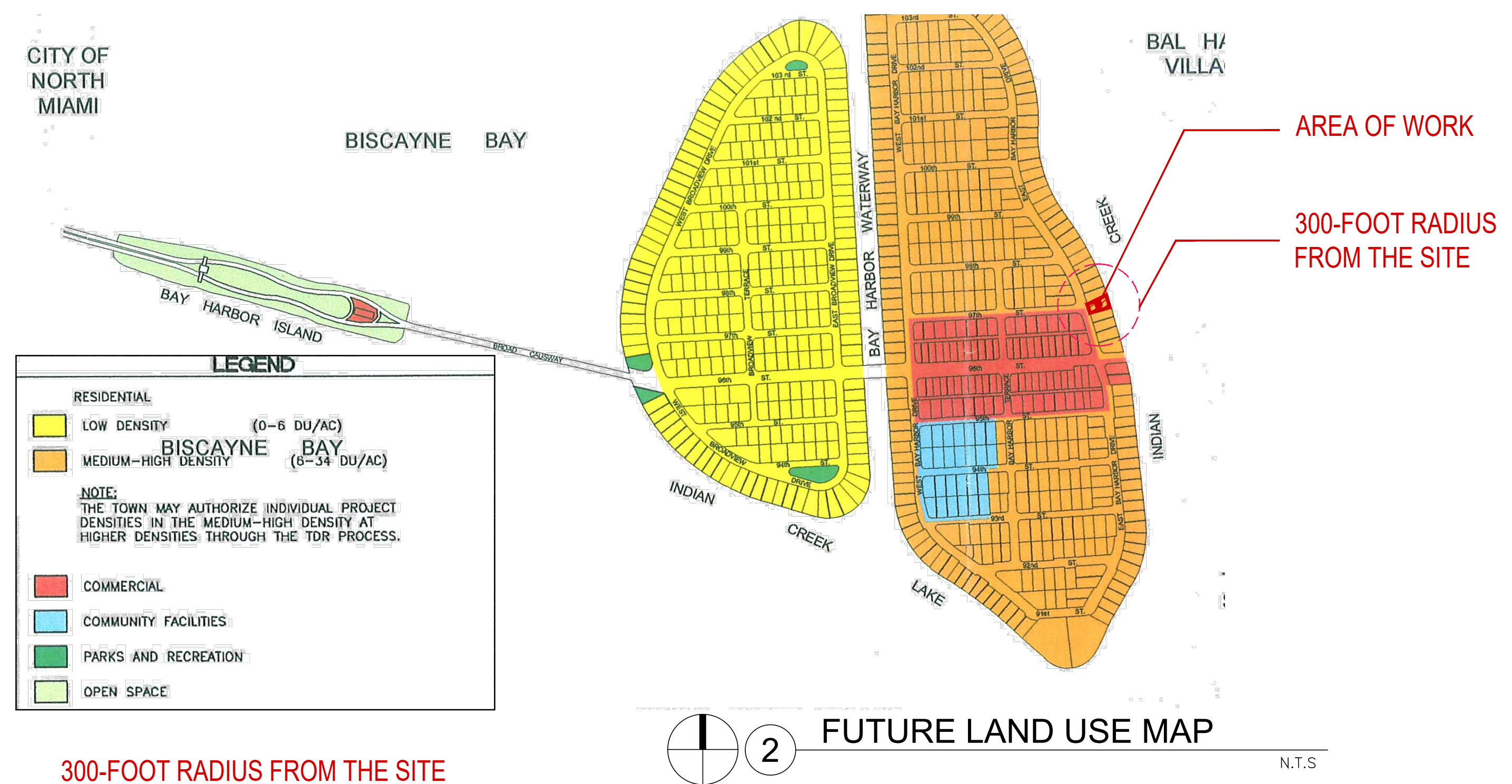
DWG. No.: 269140-A

FIELD DATE: 02/03/2022

SCALE: 1" = 30'

DRAWN BY: TJY/J.L.J.

DWG. No.: 269140



ZONING INFORMATION

SECTION

PROJECT NAME: 9781 EAST BAY HARBOR DRIVE
PROJECT ADDRESS: 9781 E BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154
ZONING: RM-1
FOLIO NUMBER: 13-2227-001-1040
COMPREHENSIVE PLAN FLUM DESIGNATION: MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA)
GROSS LOT AREA: 11,249 SF (0.2590 ACRES)
BASE FLOOD ELEVATION: 10 NGVD
DESIGN FLOOD ELEVATION: 10' + 1' = 11' NGVD

1

SITE REQUIREMENTS

	ALLOWED / REQUIRED	PROPOSED
A) LOT AREA		11,249 SF (0.2590 ACRES)
B) DENSITY	(34 DU/AC MAX) 34 x 0.2590 = 8.8 UNITS MAX = (9 UNITS)	9 UNITS
C) BUILDING HEIGHT	75'	75'-0" + 5'-0" POOL DECK
D) BUILDING LENGTH	205' MAX ABOVE 45,' 120' MAX.	99'-2"
E) LANDSCAPE REQUIREMENTS	20% LOT AREA MIN. 11,249 X 0.2 = 2,250 SF MIN.	2,870 SF = 25%
F) ROOF DECK LANDSCAPE REQUIREMENTS	15% ROOF AREA MIN. 2,934 X 0.15 = 440 SF MIN.	441 SF = 15%

2

SETBACK REQUIREMENTS

	ALLOWED / REQUIRED	PROPOSED
A) FRONT YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 20 FEET BLDG LESS THAN 45 FEET IN HEIGHT . 25 FEET BLDG LESS THAN 65 FEET IN HEIGHT . 30 FEET	20 FEET 25 FEET 30 FEET
(WEST) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (53.5 FT.) . 17.8 FEET	10 FEET
B) SIDE YARD SETBACK (NORTH & SOUTH)	BLDG LESS THAN 30 FEET IN HEIGHT . 10 FEET FOR EACH ADDITIONAL 3 FEET ABOVE 30 FEET THERE SHALL BE ONE ADDITIONAL FOOT OF BLDG SETBACK FOR THAT PORTION OF THE STRUCTURE OVER 30 FEET IN HEIGHT FOR A MAXIMUM OF 22'-6"	10'-0" LEVEL 1,2,3 11'-6" LEVEL 4 15'-0" LEVEL 5 18'-0" LEVEL 6 20'-0" LEVEL 7 - 8
(NORTH) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (99.2 FT.) . 33.1 FEET	33.1 FEET
(SOUTH) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (109.1 FT.) . 36.4 FEET	36.4 FEET
C) REAR YARD SETBACK	20 FEET	20 FEET

3

AREA BREAKDOWN

LEVEL	TOTAL AREA	SELLABLE AREA
LEVEL 1 (PARKING GARAGE)	5,949 SF	-
LEVEL 2	5,395 SF	3,210 SF
LEVEL 3	5,459 SF	4,574 SF
LEVEL 4	5,255 SF	4,370 SF
LEVEL 5	4,826 SF	4,261 SF
LEVEL 6	4,425 SF	3,860 SF
LEVEL 7	4,156 SF	3,591 SF
LEVEL 8	4,156 SF	3,591 SF
ROOF LEVEL	2,934 SF	-
GRANDTOTAL	42,555 SF	27,457 SF

4

PARKING REQUIREMENTS

AREA / UNIT		PARKING RATE	REQUIRED	PROPOSED
-RESIDENTIAL	9 UNITS ADA P.S. VISITOR	2 P.S. x UNIT 1 P.S. 0 P.S. PER ZONING CODE SEC 23-24 (c)(3).	18 P.S. 1 P.S.	18 P.S. 1 P.S.
TOTAL PARKING			19 P.S.	19 P.S.
PARKING PER FLOORS			TOTAL OF PARKING	
LEVEL 1 18 STANDARD P.S. + 1 ACCESSIBLE P.S. = 19 P.S.			19 P.S.	

5

OF UNIT BREAKDOWN

LEVELS	UNITS PER FLOOR	SUBTOTAL UNITS	TOTAL UNITS PROPOSED
2	1 RESIDENTIAL UNITS	1 UNITS	9 UNITS
3-4	2 RESIDENTIAL UNITS	4 UNITS	
5-8	1 RESIDENTIAL UNITS	1 UNITS x 4 LEVELS = 4 UNITS	
		TOTAL UNITS = 9 UNITS	

6

UNIT MIX CHART

LEVEL	UNIT	NUMBER OF BEDROOMS	MIN. UNIT SF REQUIRED	PROVIDED
1	-	-	-	-
2	2A	3	1,350 SF	2,210 SF
3	3A	3	1,350 SF	2,414 SF
	3B	3	1,350 SF	2,160 SF
4	4A	3	1,350 SF	2,308 SF
	4B	3	1,350 SF	2,062 SF
5	5A	4	1,550 SF	4,261 SF
6	6A	4	1,550 SF	3,860 SF
7	7A	4	1,550 SF	3,591 SF
8	8A	4	1,550 SF	3,591 SF
ROOF L.	-	-	-	-

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

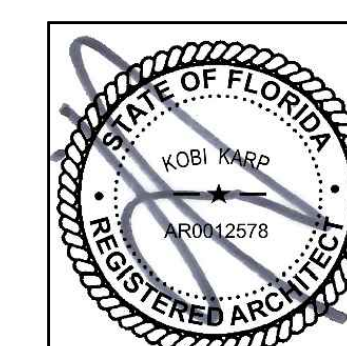
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

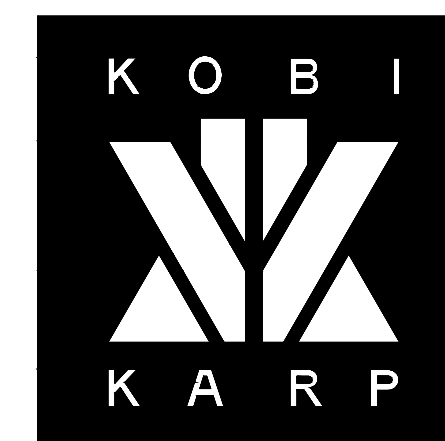
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

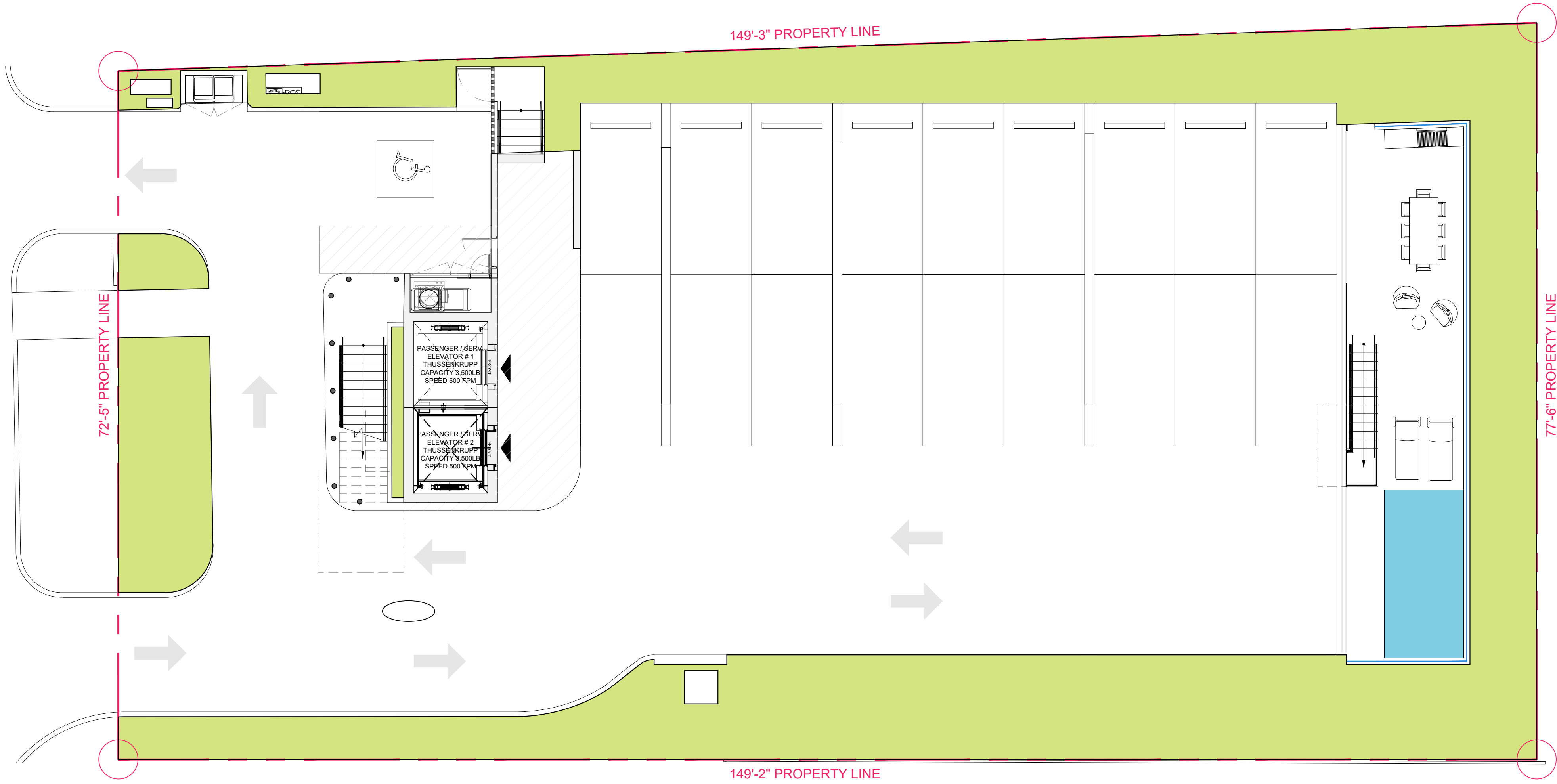


KOBI KARP
Lic. # AR0012578



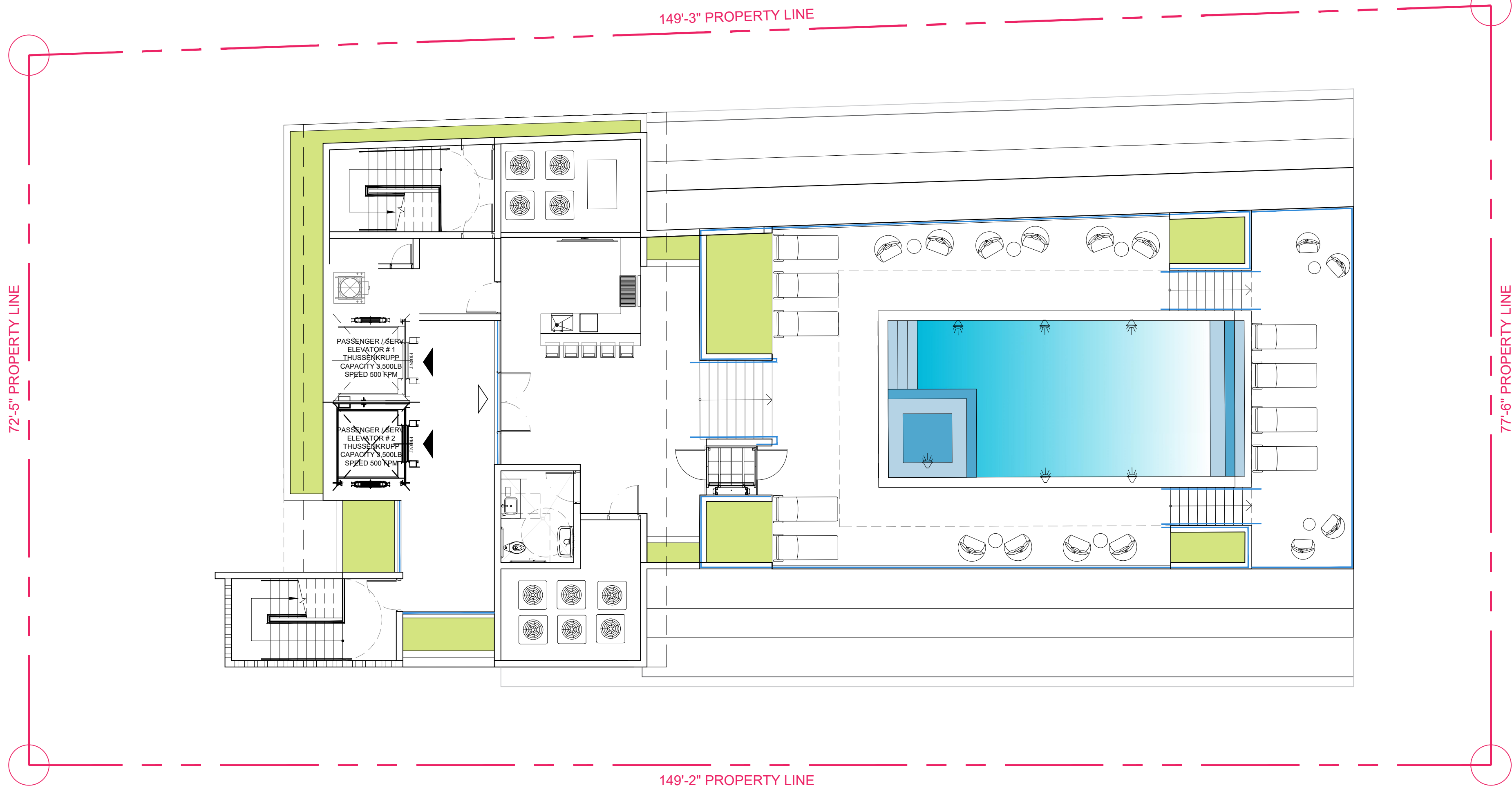
PROJECT DATA

Date:	09-27-2022	Sheet No. A1.00
Scale:		
Project:	2229	



LOT AREA	OPEN SPACE 20% MIN. BY CODE			
	MINIMUM	PROPOSED	%	COLOR
11,249 SF.	2,250 SF.	2,870 SF.	25 %	

1 GROUND FLOOR - OPEN SPACE
SCALE: 1/8" = 1'-0"



ROOF AREA	ROOF LANSCAPED 15% MIN.			
	MINIMUM	PROPOSED	%	COLOR
2,934 SF.	440 SF.	441 SF.	15 %	

2 ROOF DECK - OPEN SPACE
SCALE: 1/8" = 1'-0"

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

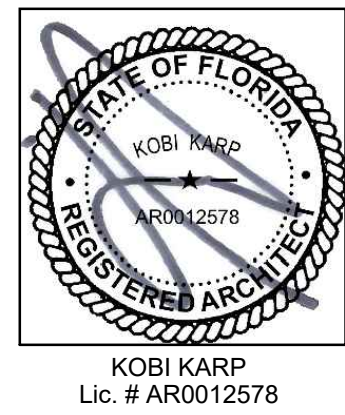
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

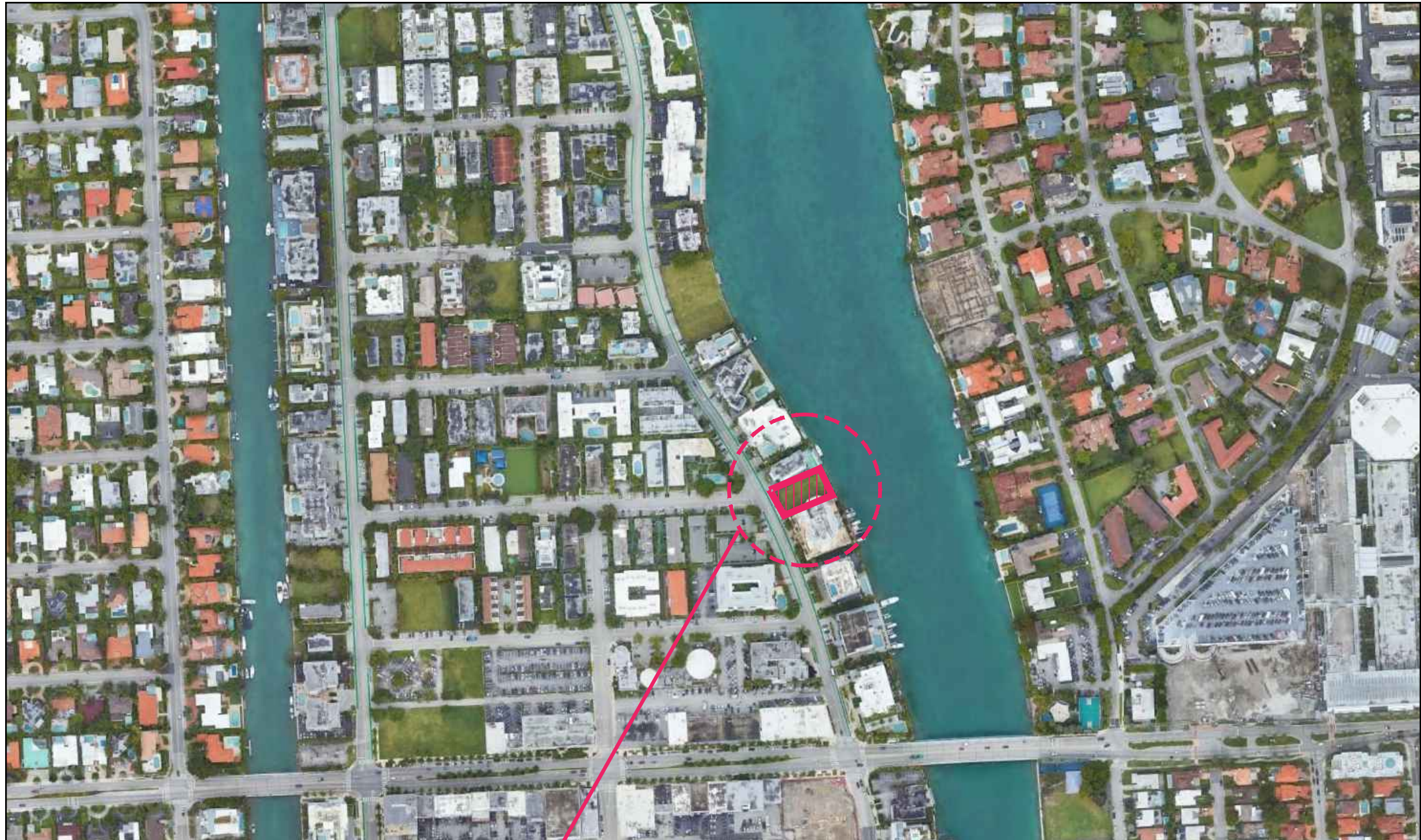
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



OPEN AREA CALCULATION

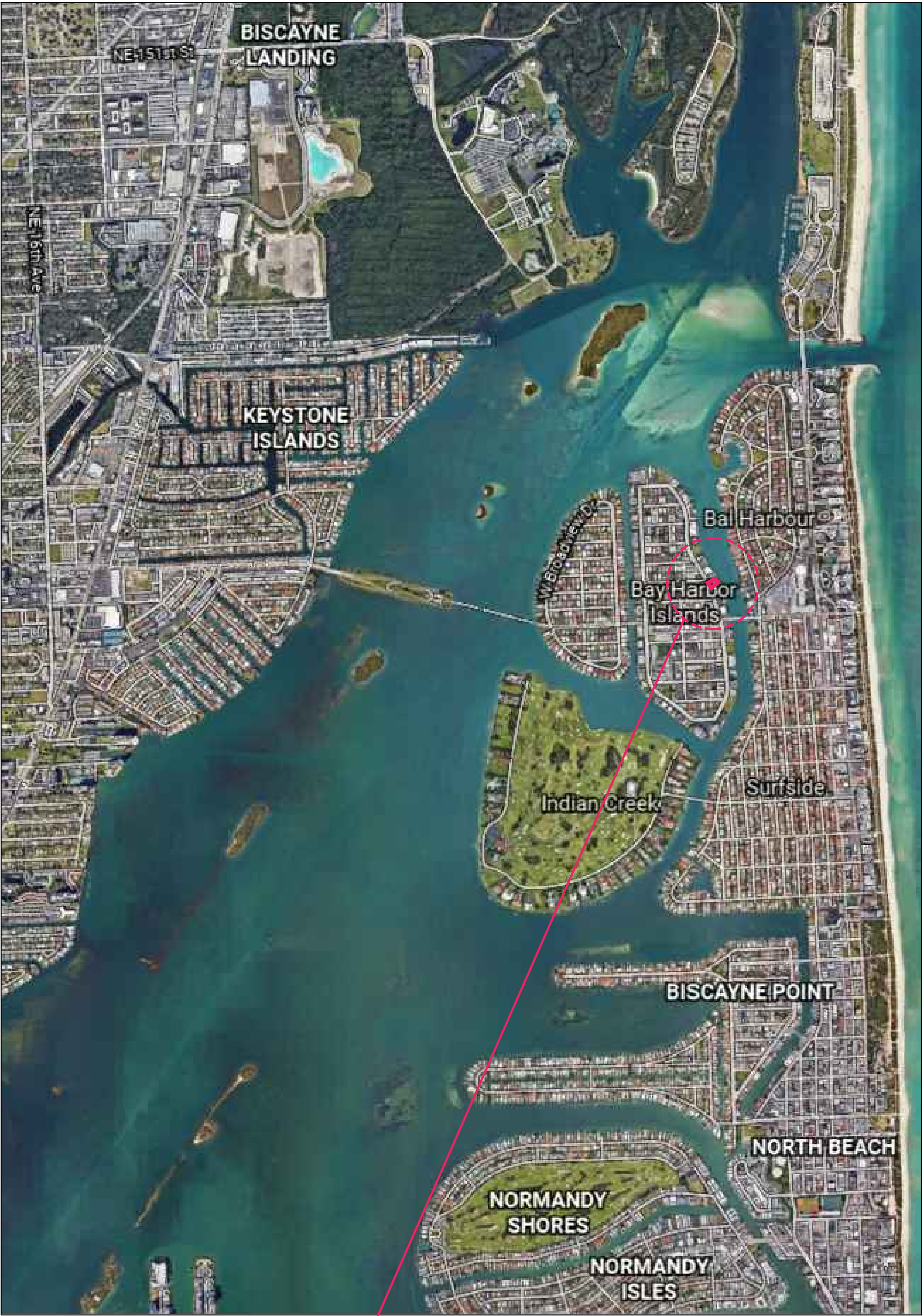
Date:	09-27-2022	Sheet No.
Scale:		A1.01
Project:	2229	



SITE



SITE



SITE

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

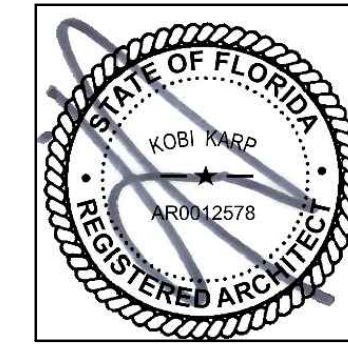
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

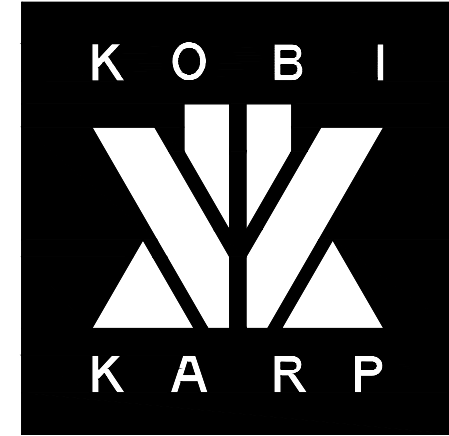
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

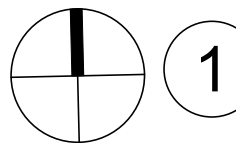
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



KOBİ KARP
Lic. # AR0012578



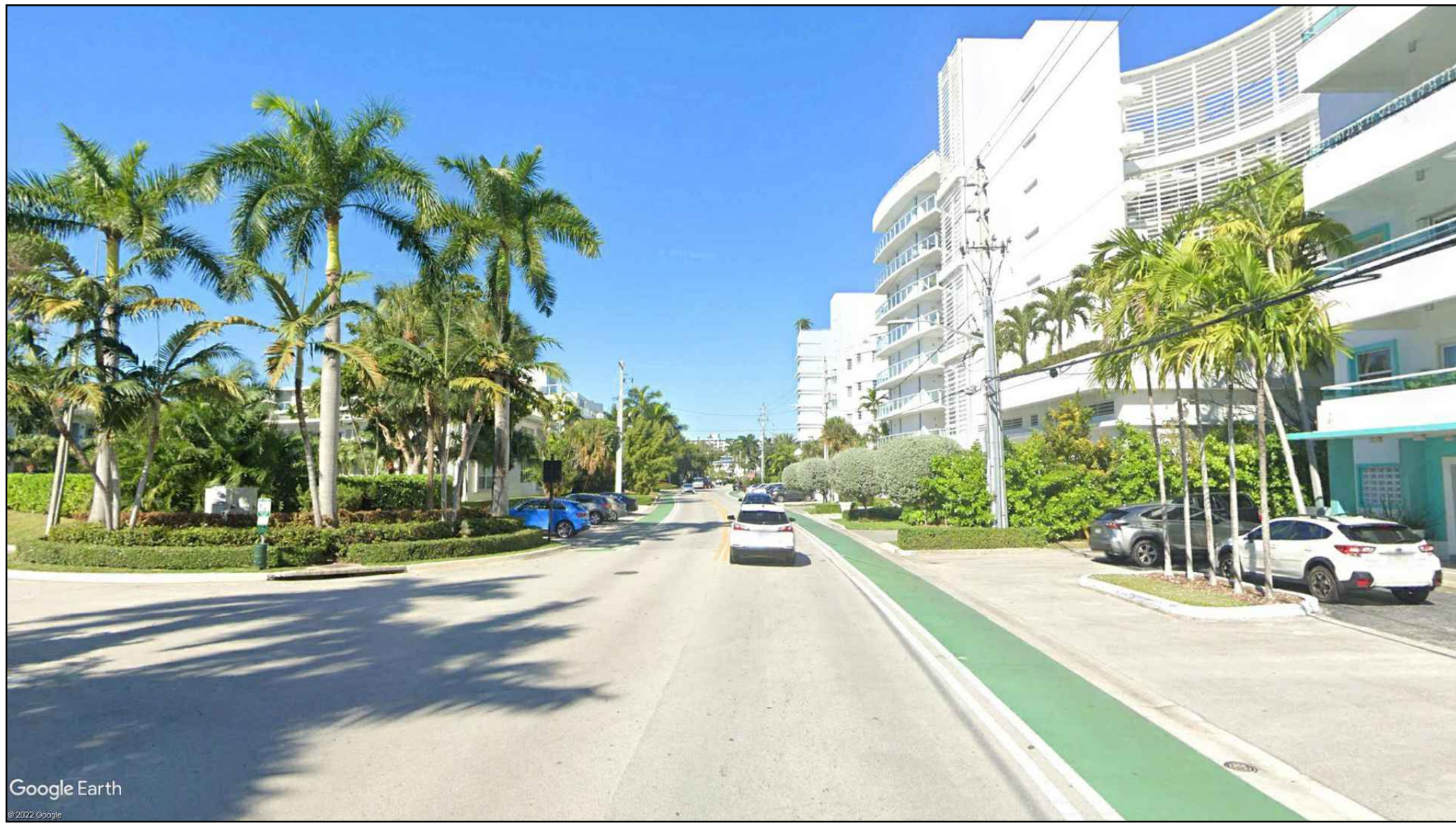
CONTEXT SITE MAP



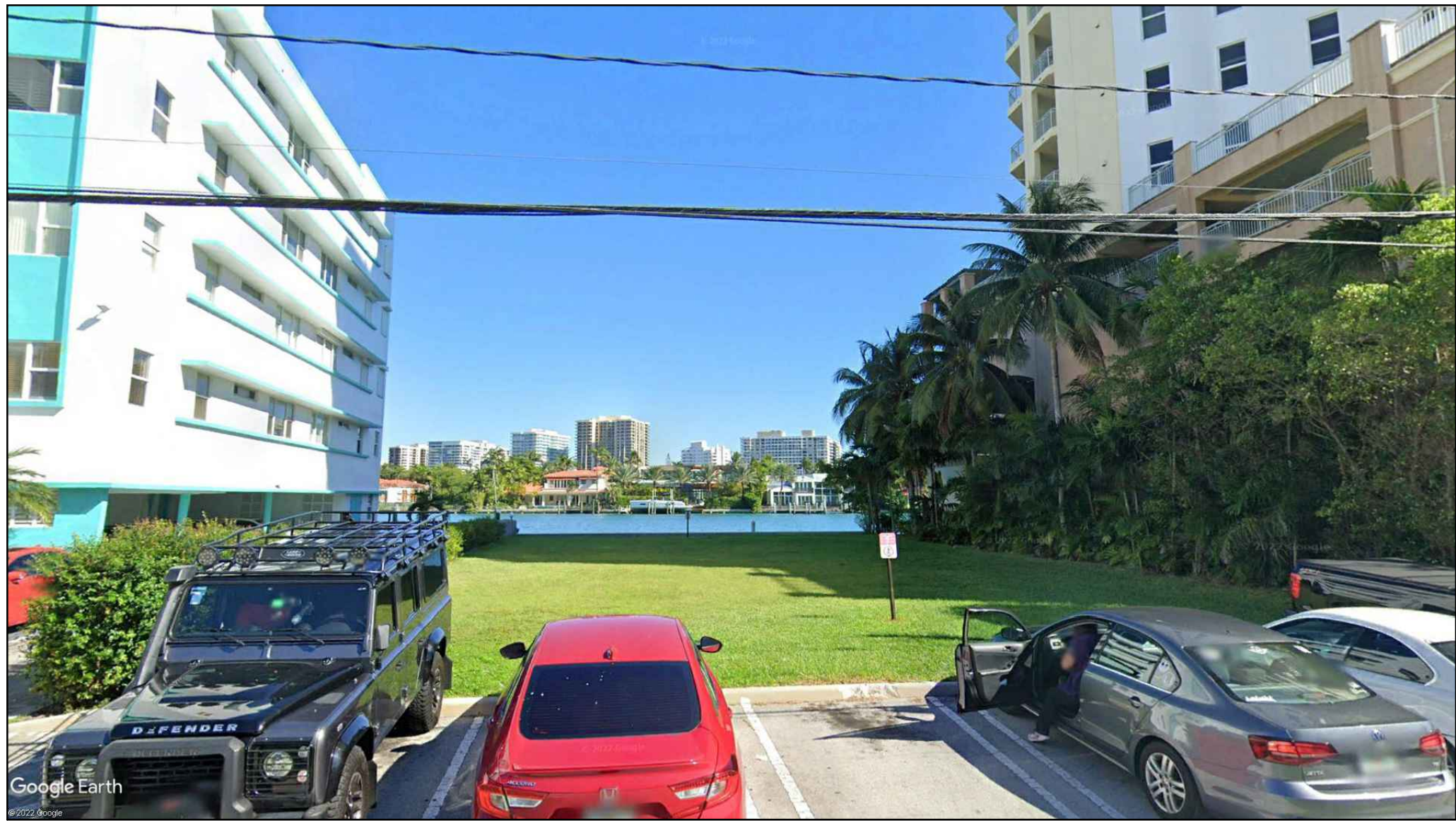
CONTEXT SITE MAP

SCALE: N.T.S.

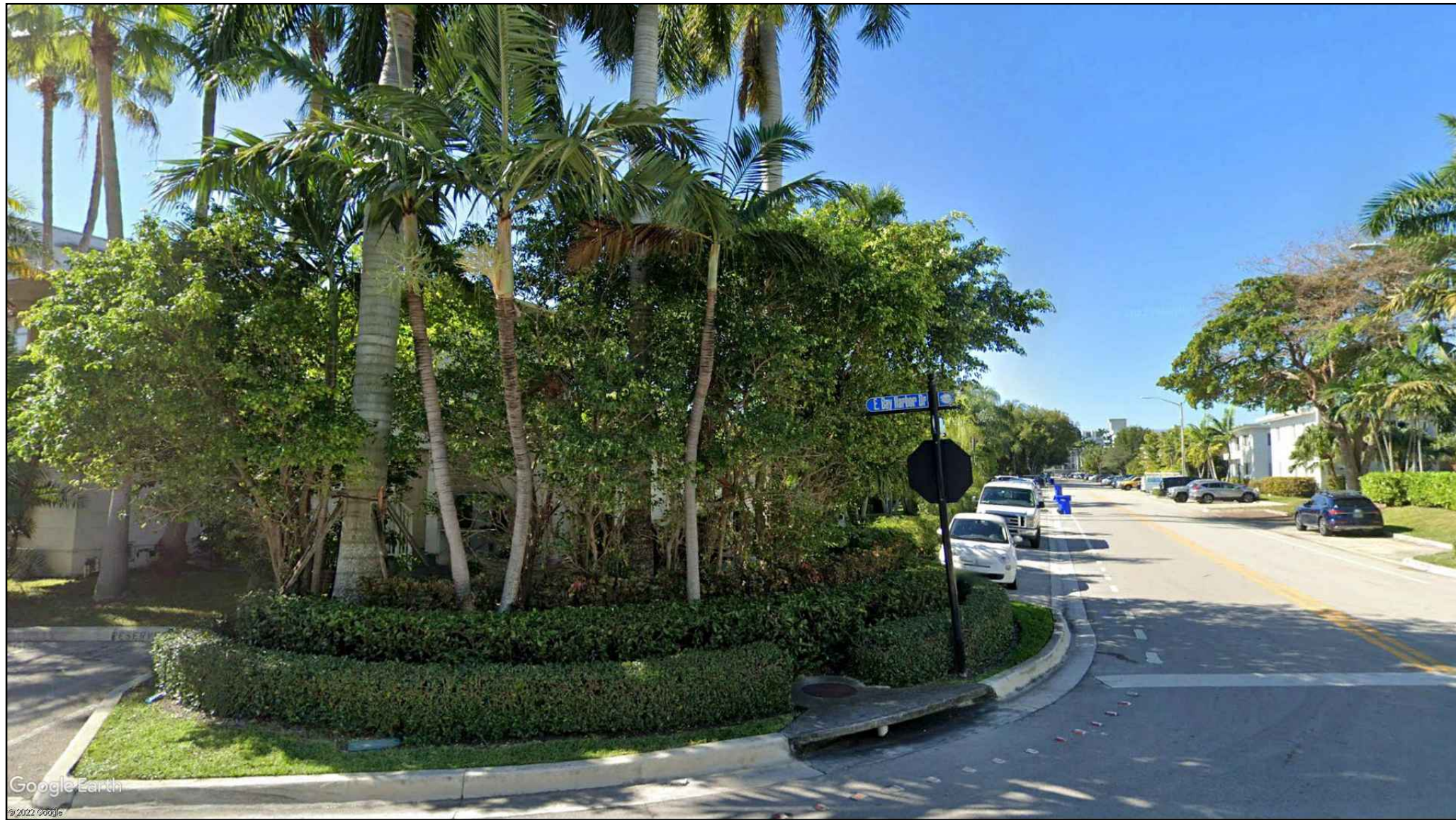
Date:	09-27-2022	Sheet No.
Scale:		A1.02
Project:	2229	



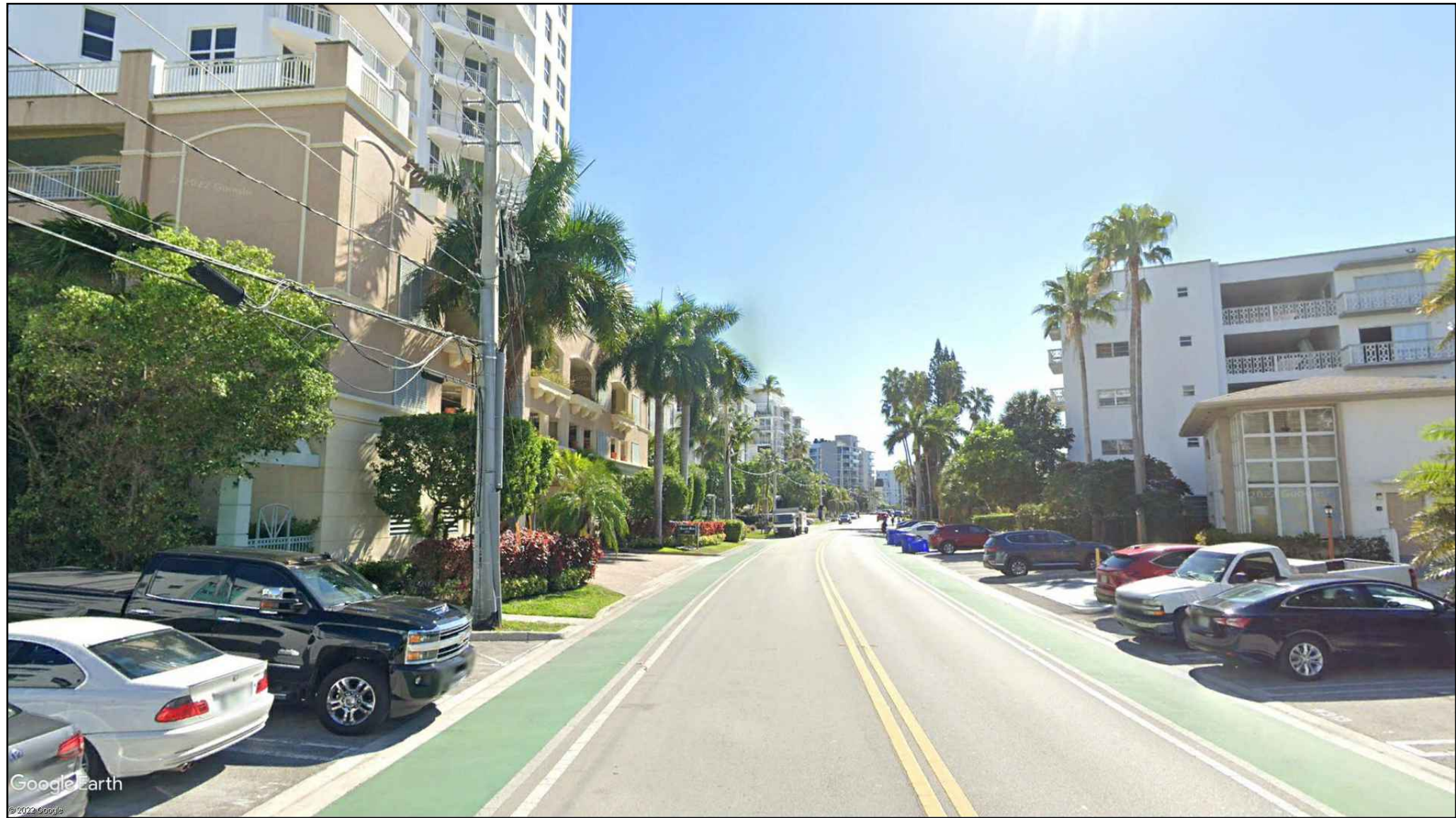
1 STREET VIEW
SCALE: N.T.S.



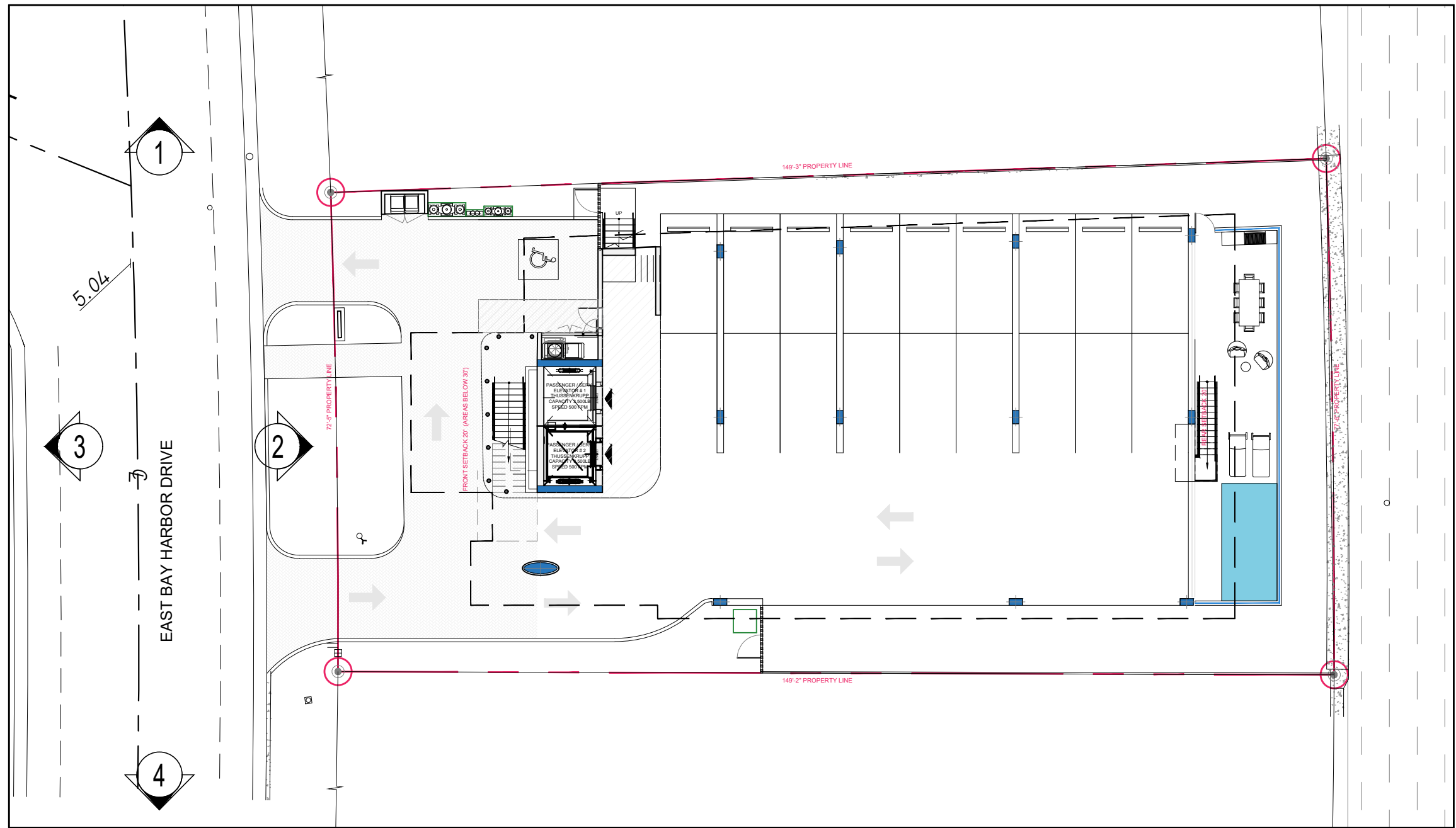
2 PROPERTY VIEW
SCALE: N.T.S.



3 STREET VIEW
SCALE: N.T.S.



4 STREET VIEW
SCALE: N.T.S.



5 KEY PLAN
SCALE: N.T.S.

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA: (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

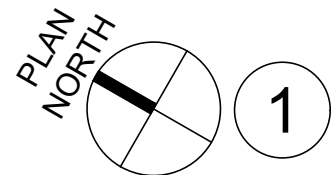
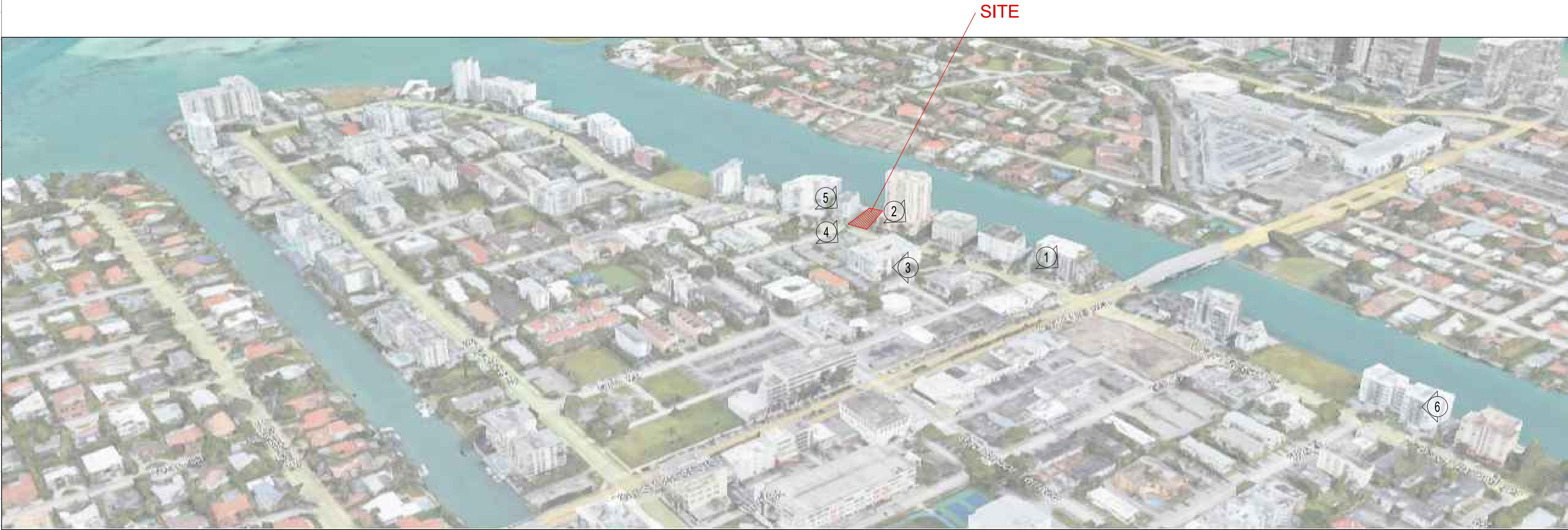
ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



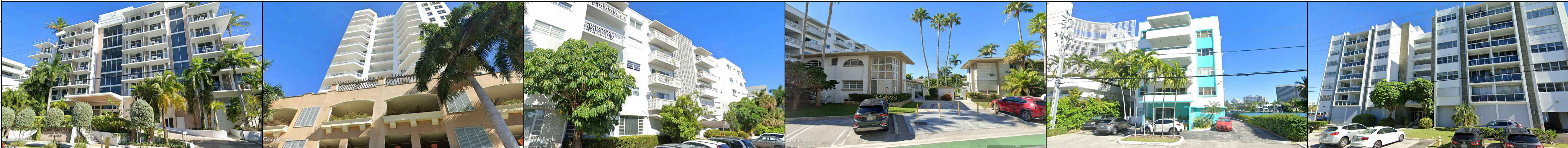
CONTEXT PHOTOS

Date:	09-27-2022	Sheet No.
Scale:		A1.03
Project:	2229	



1 SURROUNDING BUILDINGS

SCALE: N.T.S.



1

2

3

4

5

6

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



KOBİ KARP
Lic. # AR0012578



SURROUNDING BUILDINGS

Date:	09-27-2022	Sheet No.
Scale:		A1.04
Project:	2229	



9781 E BAY HARBOR DRIVE - BAY HARBOR ISLANDS, FL

© The work product provided by Kobi Karp Architecture and Interior Design, Inc. is the sole property of Kobi Karp Architecture and Interior Design, Inc. The work product may not be used without the expressed written consent of Kobi Karp Architecture and Interior Design, Inc. (KK|AID)



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF Kobi Karp AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF Kobi Karp Architecture & Interior Design, Inc. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

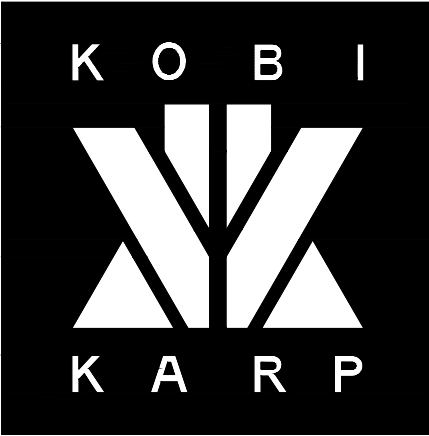
Name: REYES-GAVILAN
Address: CONSULTING ENGINEERS, INC.
16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



Kobi Karp
Lic. # AR0012578



RENDERING _VIEW FROM THE BAY

Date:	09-27-2022	Sheet No.
Scale:		A1.05
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



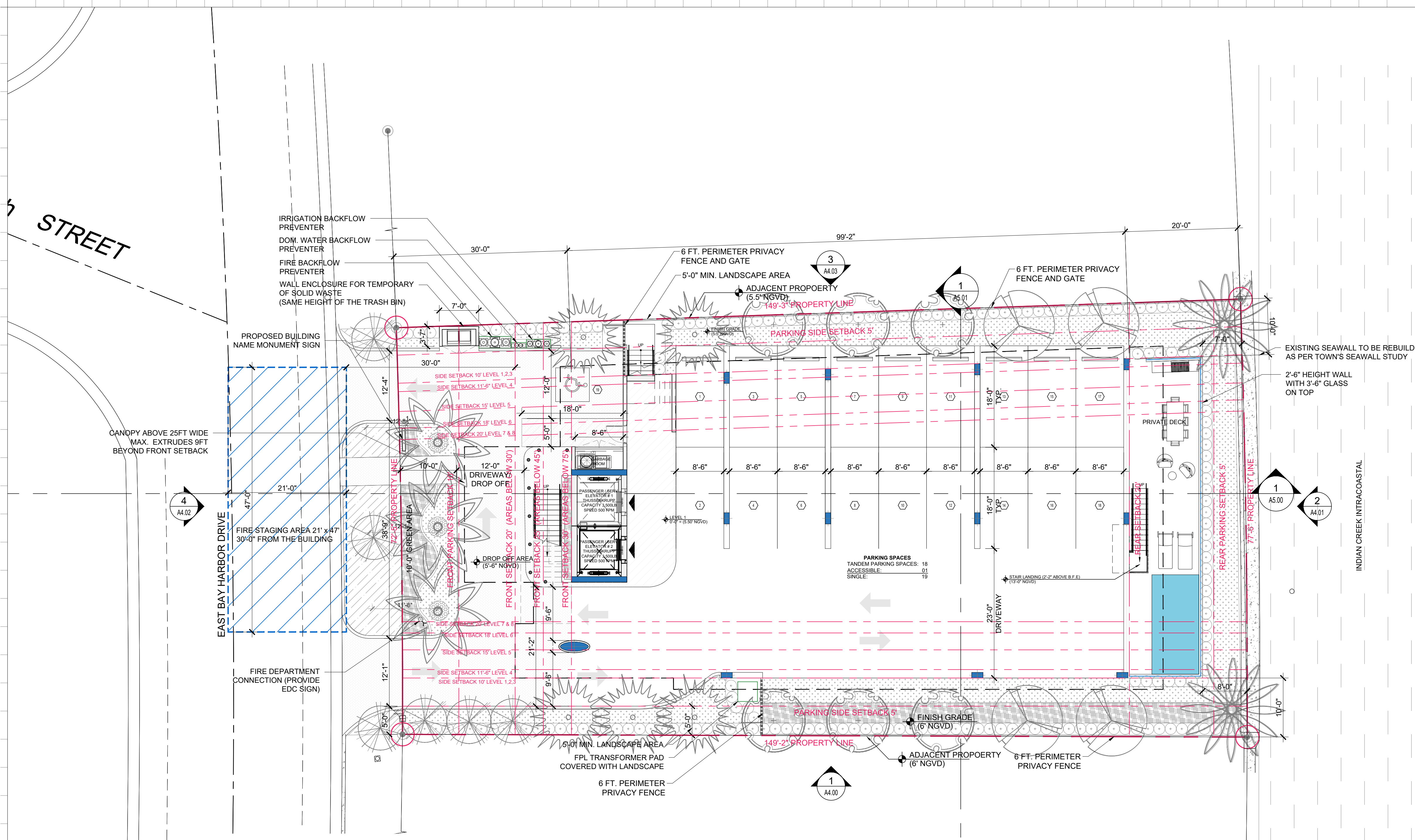
RENDERING VIEW FROM THE STREET

Date:	09-27-2022	Sheet No.
Scale:		A1.06
Project:	2229	

9781 E BAY HARBOR DRIVE

© The work product provided by Kobi Karp Architecture and Interior Design, Inc. is the sole property of Kobi Karp Architecture and Interior Design, Inc. The work product may not be used without the expressed written consent of Kobi Karp Architecture and Interior Design, Inc. (KKAID)





21' MIN.

47' MIN.

FIRE STAGING AREA DIM.

GENERAL NOTES:

EACH FIRE DEPARTMENT SET-UP SITE SHALL HAVE A CROSS SLOPE LESS THAN 5% AND HAVE THE DRIVING AND SET UP SURFACE COMPACTED AND FINISHED OR OTHER WISE DESIGNED TO SUPPORT A MINIMUM OF 32 TONS

*FIRE ACCESS ROADS TO BE DESIGNED WITH A SURFACE SUITABLE FOR ALL-WEATHER DRIVING CAPABILITIES

*F.C.R. = FIRE COMMAND ROOM

LANDSCAPE NOTE: TREES TO BE LIMITED TO SPECIES THAT DO NOT EXCEED 15' IN HEIGHT FOR LADDER APPARATUS CLEARANCE

FLOOD LEGEND	
F.F.E (Level 1) = 0'-0" (5'-6" NGVD)	
F.F.E (Level 2) = 10'-4" (15'-10" NGVD)	
F.F.E (Level 2) = 10'-4" (15'-10" NGVD)	
FLOOD ZONE = ZONE AE (EL 10)	
B.F.E. = 10'-0" NGVD	
D.F.E. = 10'-0" + 1'-0" NGVD	
MAX. CROWN OF ROAD = 5.5' NGVD	
MAX. ADJACENT GRADE = 6.0' NGVD	
MIN. ADJACENT GRADE = 5.50' NGVD	
NOTE: LEGEND ABOVE MEETS MINIMUM PLAN REVIEW CRITERIA AS PER FBC 107.3.5 ASCE 24, AND FEMA.	
NOTE: ALL SPACES BELOW DESIGN FLOOD ELEVATION WILL BE WET PROOFING.	

FLOODPROOFING	
1. ALL CONSTRUCTION WILL BE WET-FLOODPROOF UP TO BASE FLOOD ELEVATION (B.F.E.) + 10'-0" + 1'-0" ELEVATION (DESIGN FLOOD ELEVATION +11'-0" NGVD)	
2. FLOOD PROOFING FOR STRUCTURES LOCATED OUTSIDE OF HIGH RISK FLOOD AREAS SHALL BE DESIGNED IN ACCORDANCE WITH ASCE24, TABLE 6-1 AND TABLE 1-1	
3. ALL CONSTRUCTION MATERIALS AND FINISHES BELOW ELEVATION +11'-0" NGVD SHALL BE FLOOD DAMAGED RESISTANT IN ACCORDANCE WITH ASCE 24 TABLE 1-1 AND TABLE 5-1 FOR TYPE II CLASSIFICATION AND FEMA TECHNICAL BULLETIN 2-2008	
4. ENCLOSED AREAS TO BE EQUIPPED AUTOMATIC NON-POWERED FLOOD VENTS, INSTALLED ON OPPOSITE WALLS TO EACH OTHER. 2 PER 200 SF	



PROPOSED TRASH ENCLOSURE DESIGN

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

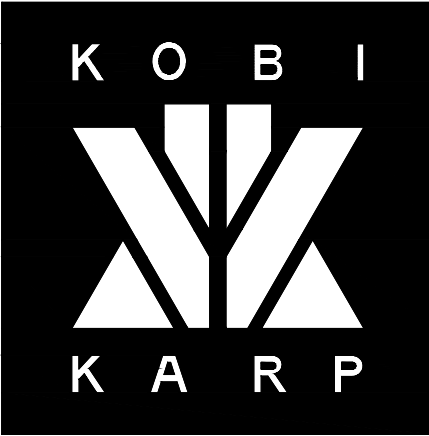
CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

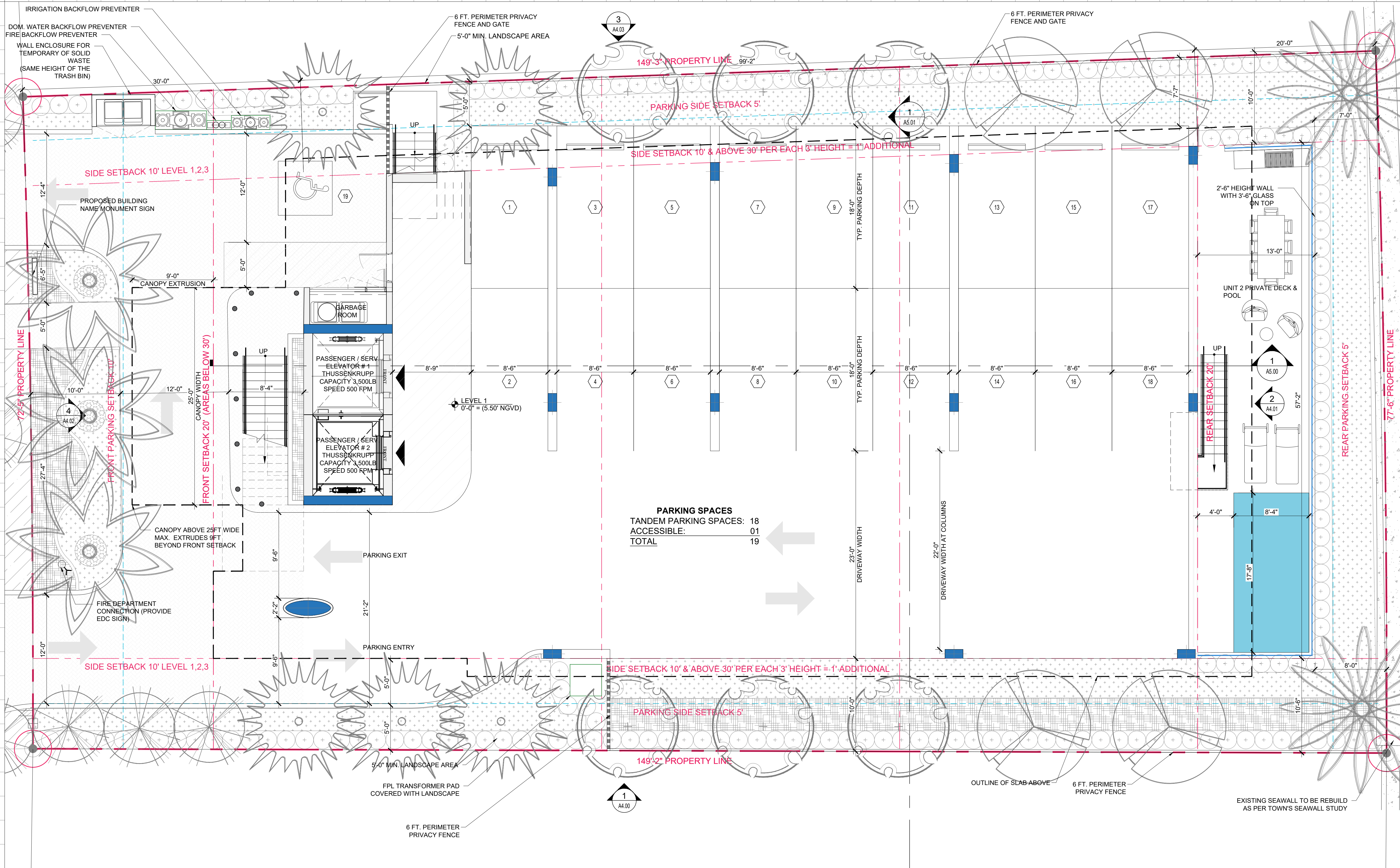


KOBI KARP
Lic. # AR0012578



SITE PLAN

Date: 09-27-2022	Sheet No.
Scale:	A2.00
Project: 2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



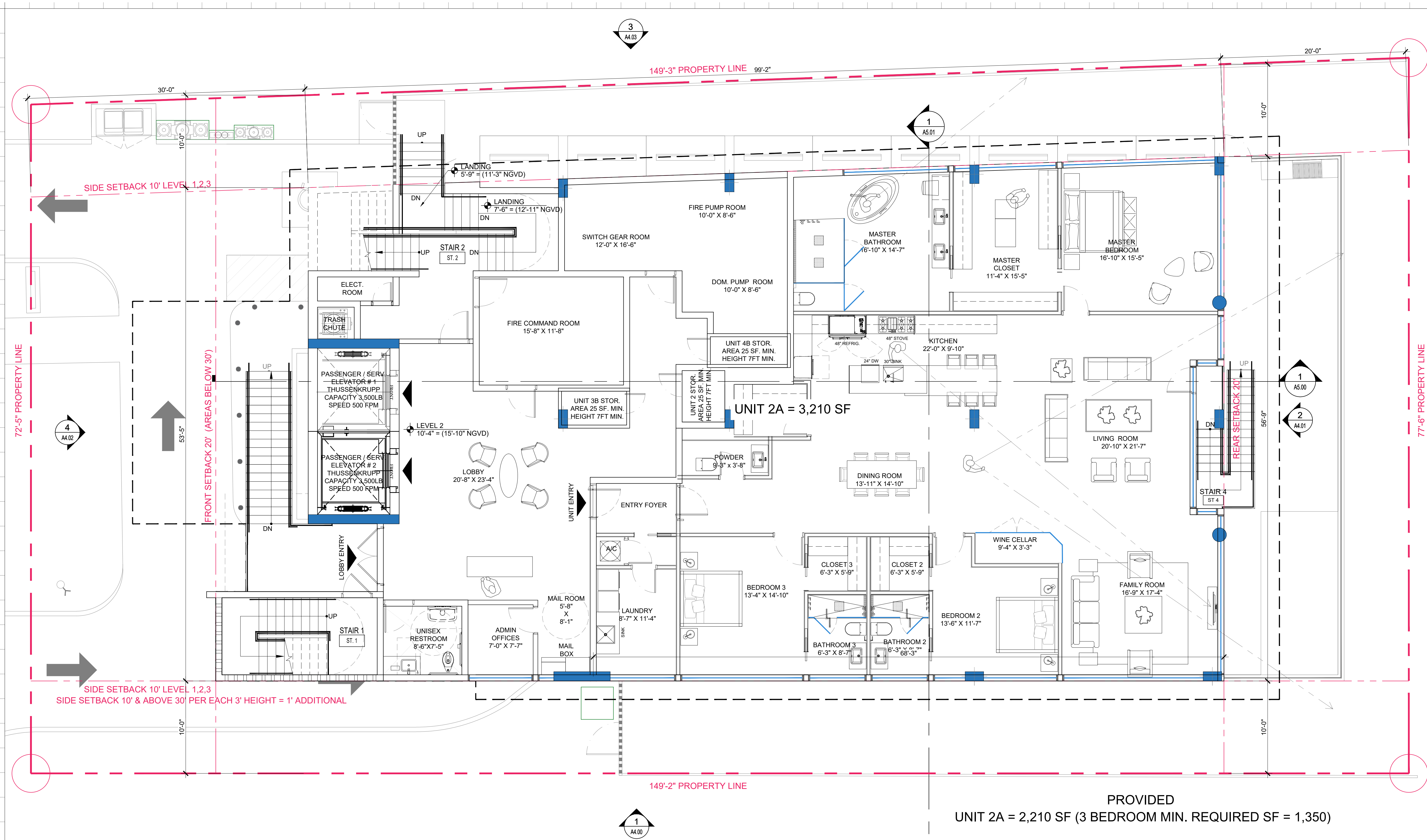
KOBİ KARP
Lic. # AR0012578



FLOOR PLAN - LEVEL 1

Date: 09-27-2022	Sheet No.
Scale:	A3.00
Project: 2229	

FLOOR PLAN - LEVEL 1
SCALE: 3/16" = 1'-0"



PROVIDED
UNIT 2A = 2,210 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

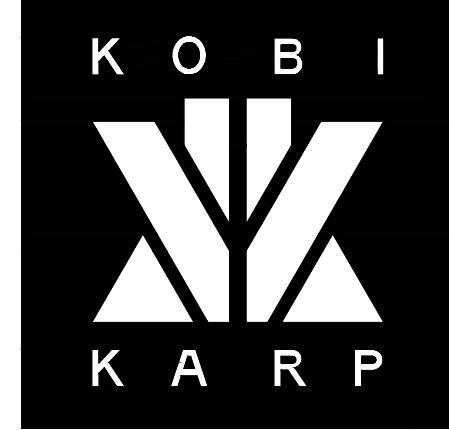
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3786

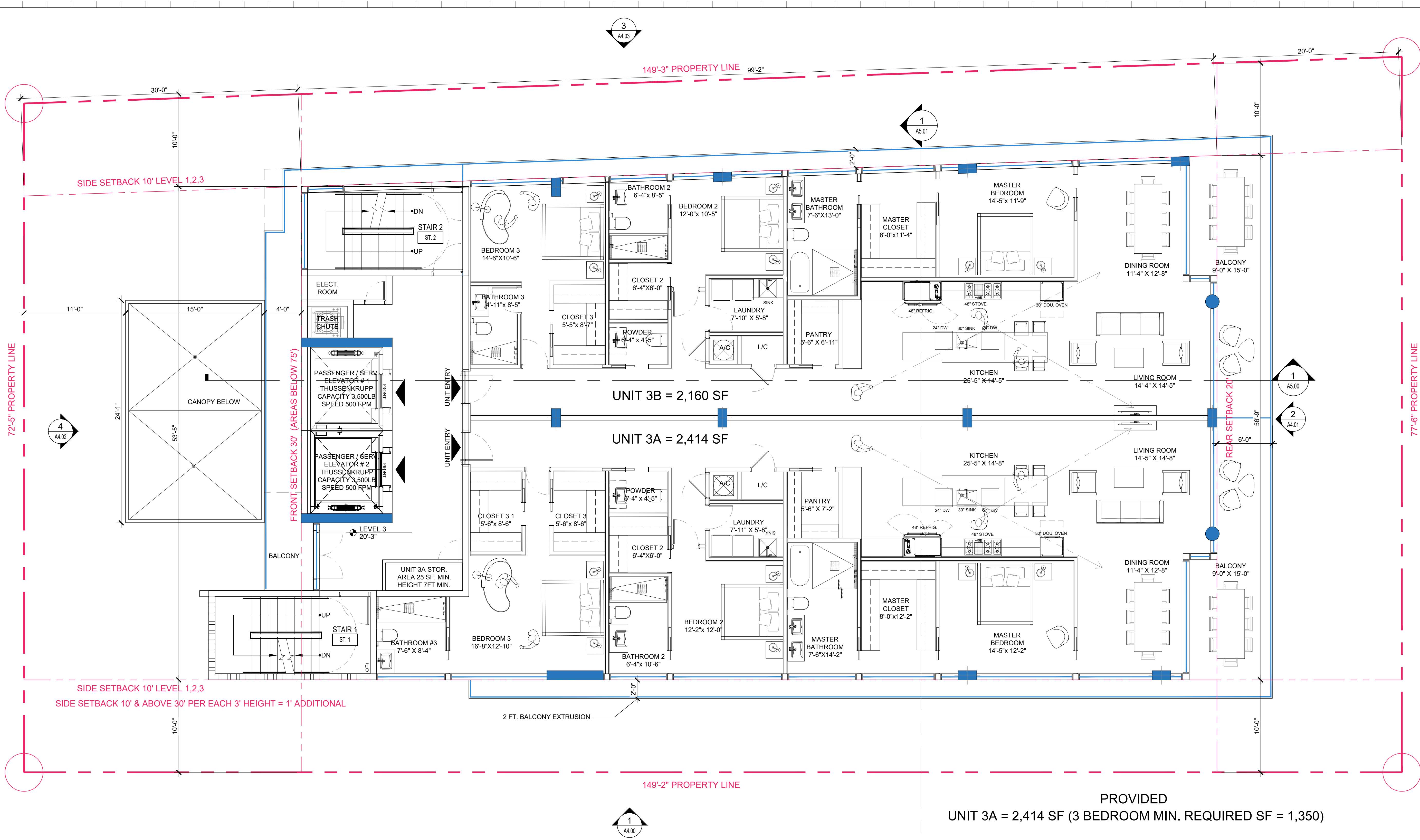


KOBİ KARP
Lic. # AR0012578



FLOOR PLAN - LEVEL 2

Date:	09-27-2022	Sheet No.
Scale:		A3.01
Project:	2229	



PROVIDED
UNIT 3A = 2,414 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)
UNIT 3B = 2,160 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

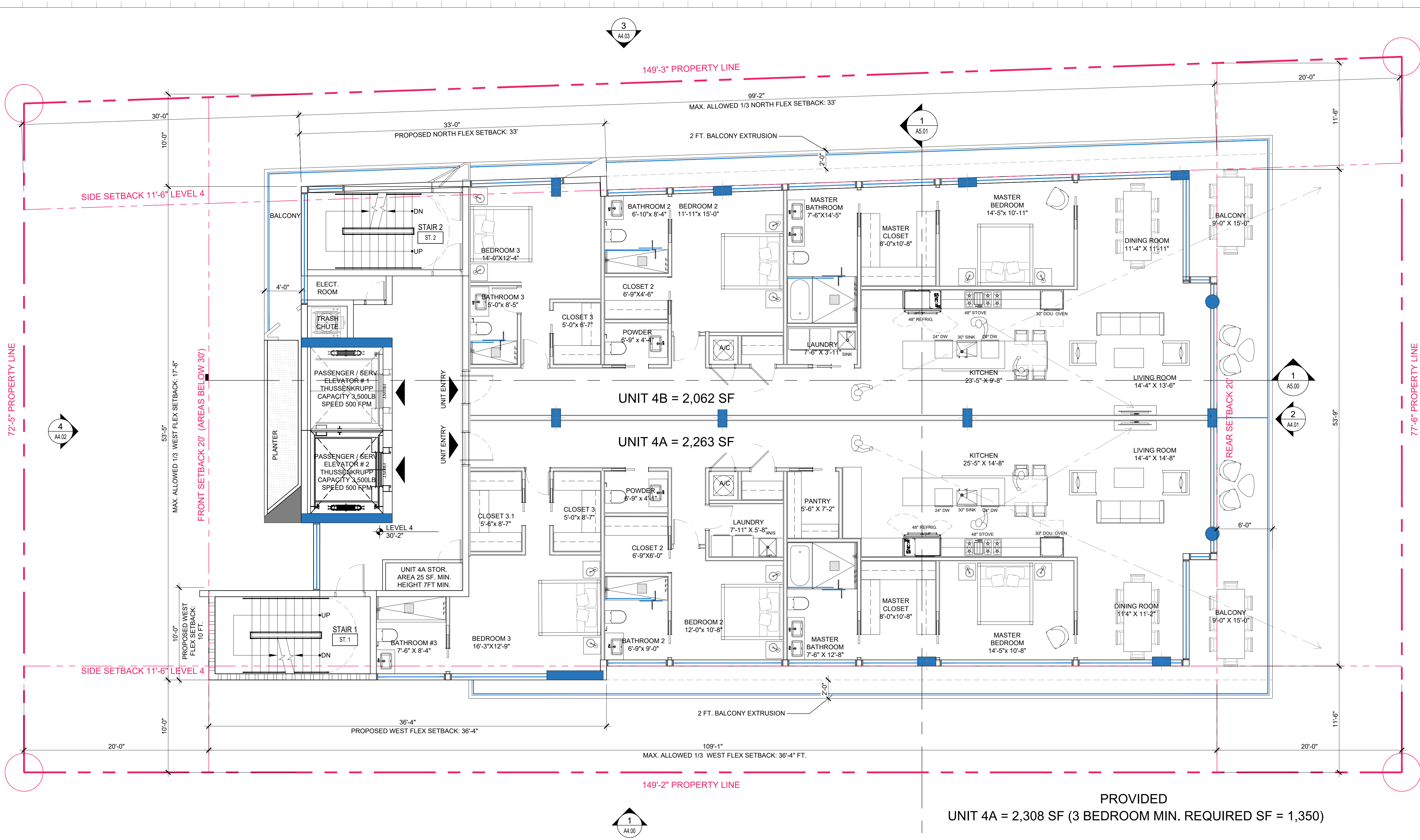
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



FLOOR PLAN - LEVEL 3

Date:	09-27-2022	Sheet No.
Scale:		A3.02
Project:	2229	



PROVIDED
UNIT 4A = 2,308 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)
UNIT 4B = 2,062 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF Kobi Karp, AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF Kobi Karp Architecture & Interior Design, Inc. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

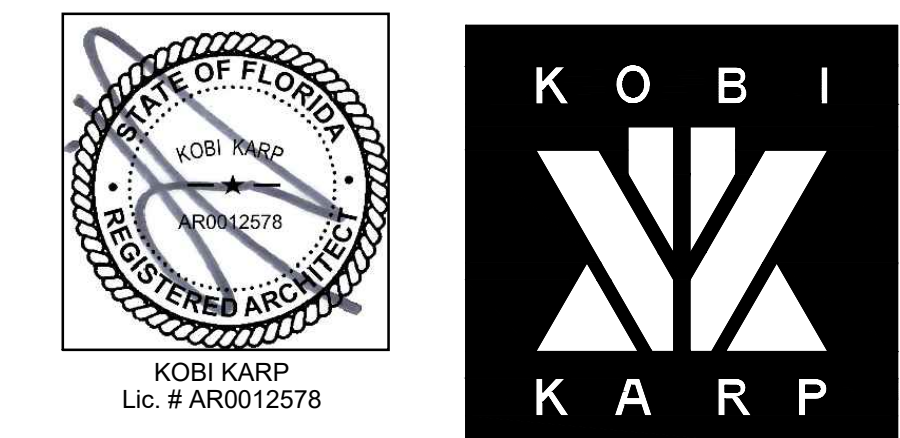
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

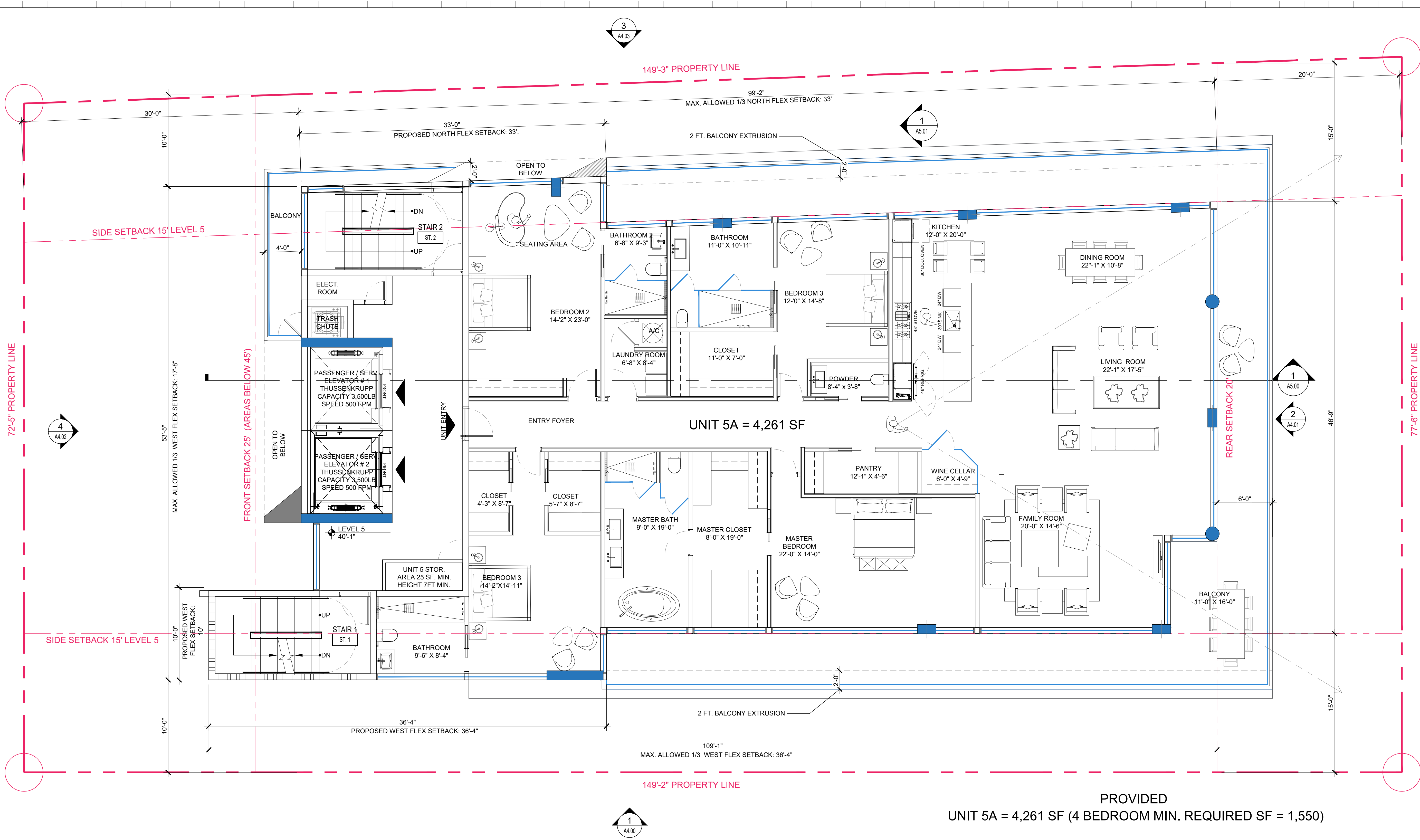
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3786



FLOOR PLAN - LEVEL 4

Date:	09-27-2022	Sheet No.
Scale:		A3.03
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DIMENSIONS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF Kobi Karp, Inc. AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF Kobi Karp Architecture & Interior Design, Inc. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

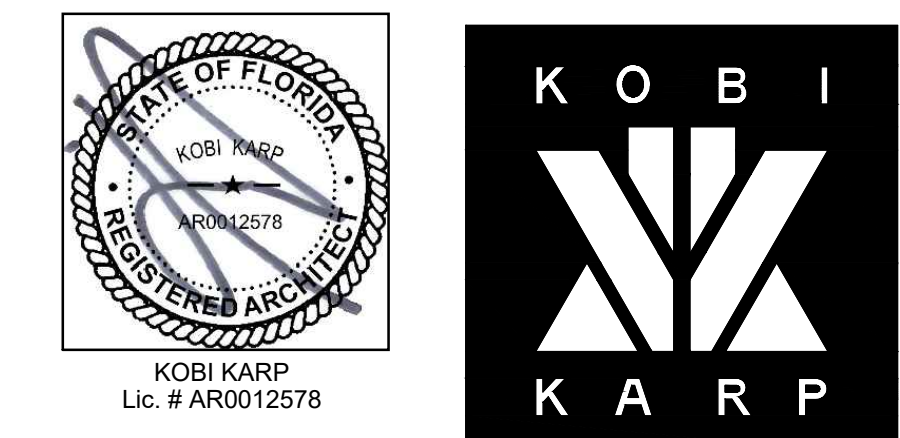
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

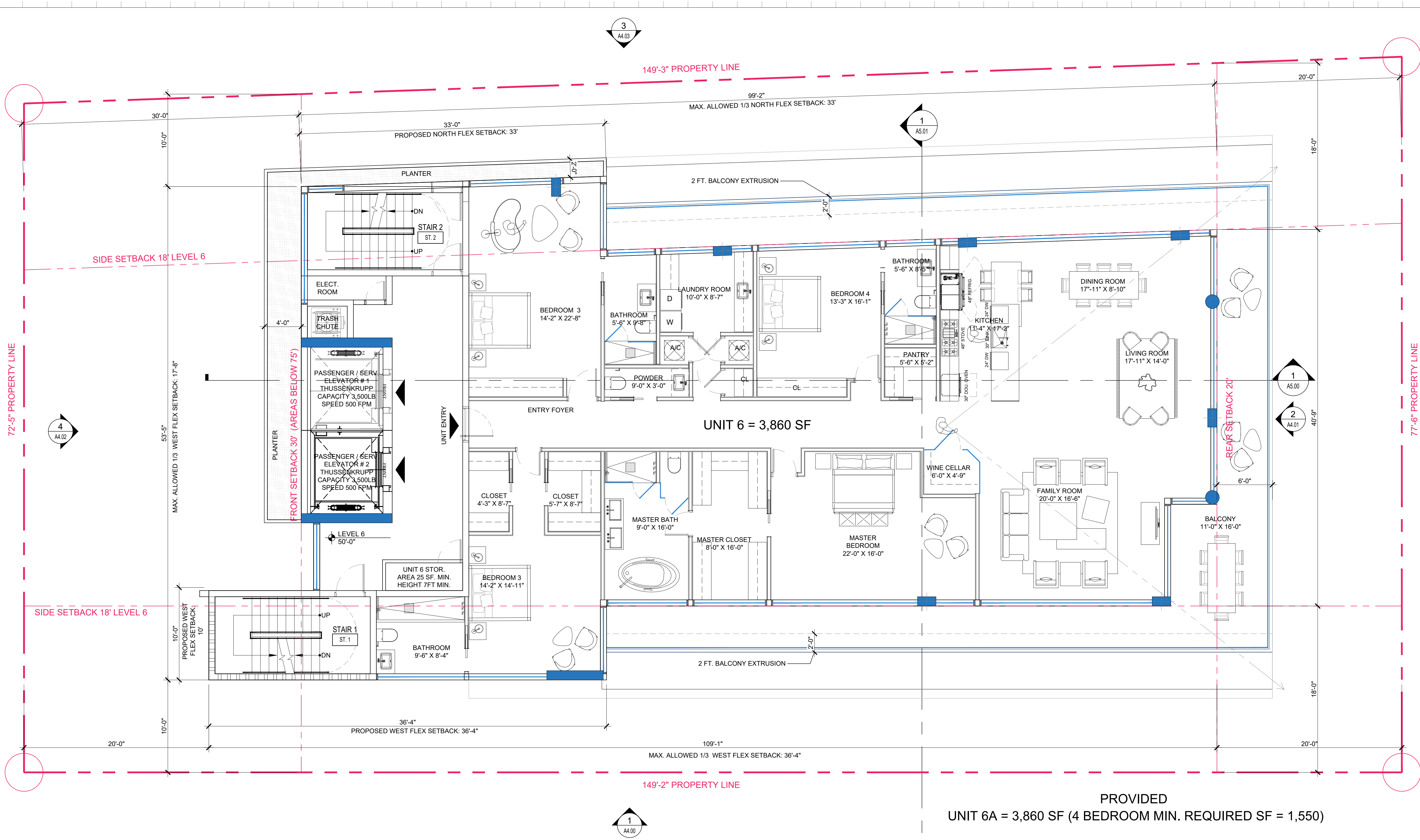
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3786



FLOOR PLAN - LEVEL 5

Date:	09-27-2022	Sheet No.
Scale:		A3.04
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

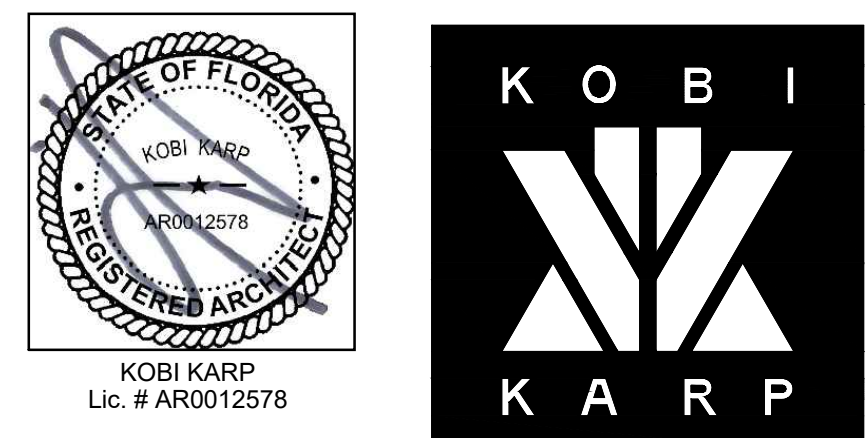
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

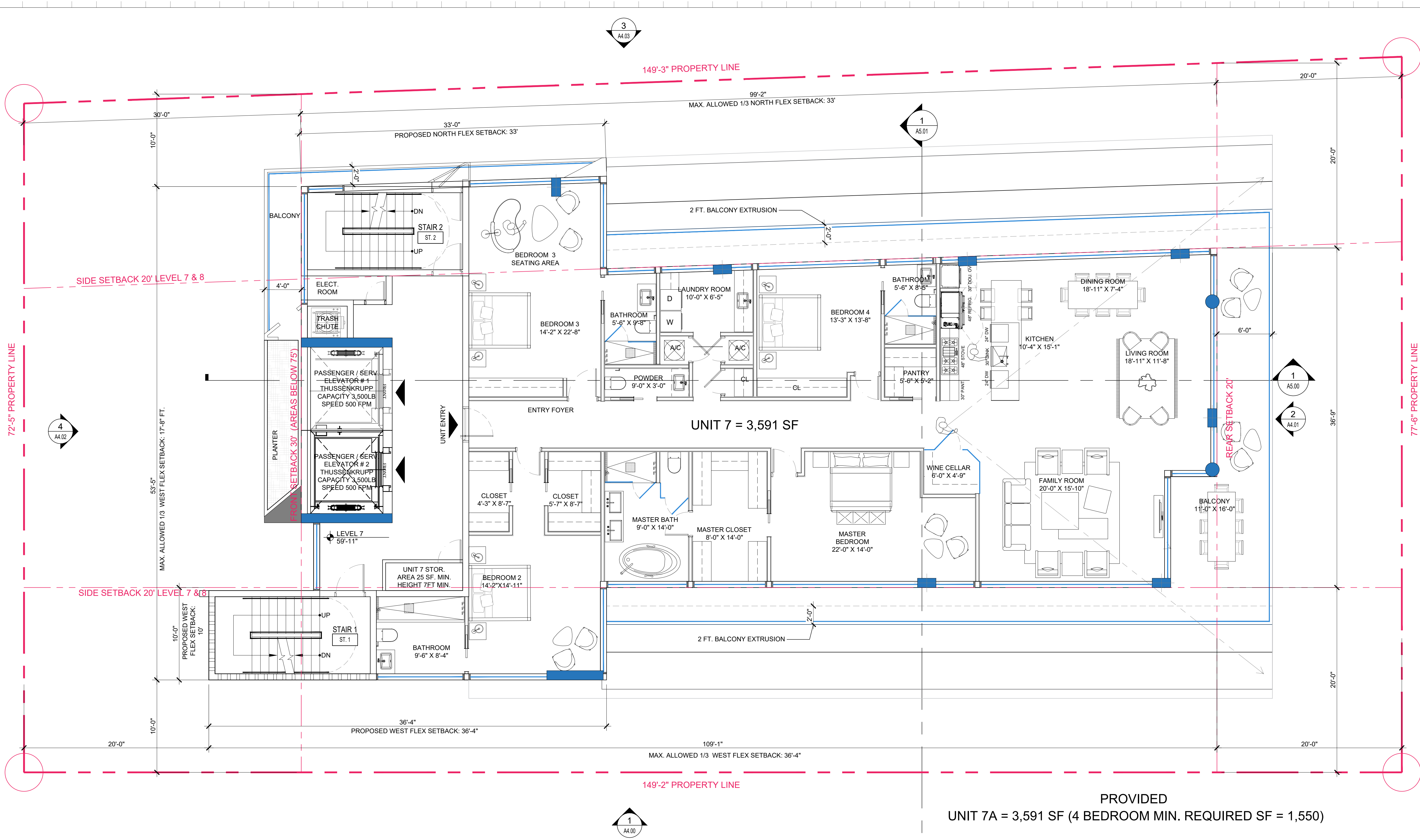
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



FLOOR PLAN - LEVEL 6

Date:	09-27-2022	Sheet No.
Scale:		A3.05
Project:	2229	



PROVIDED
UNIT 7A = 3,591 SF (4 BEDROOM MIN. REQUIRED SF = 1,550)

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

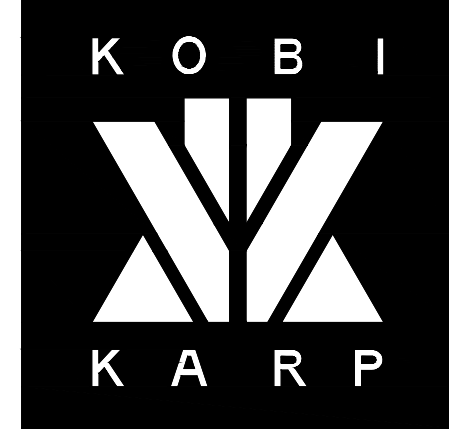
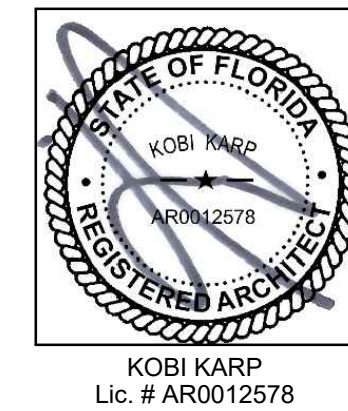
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

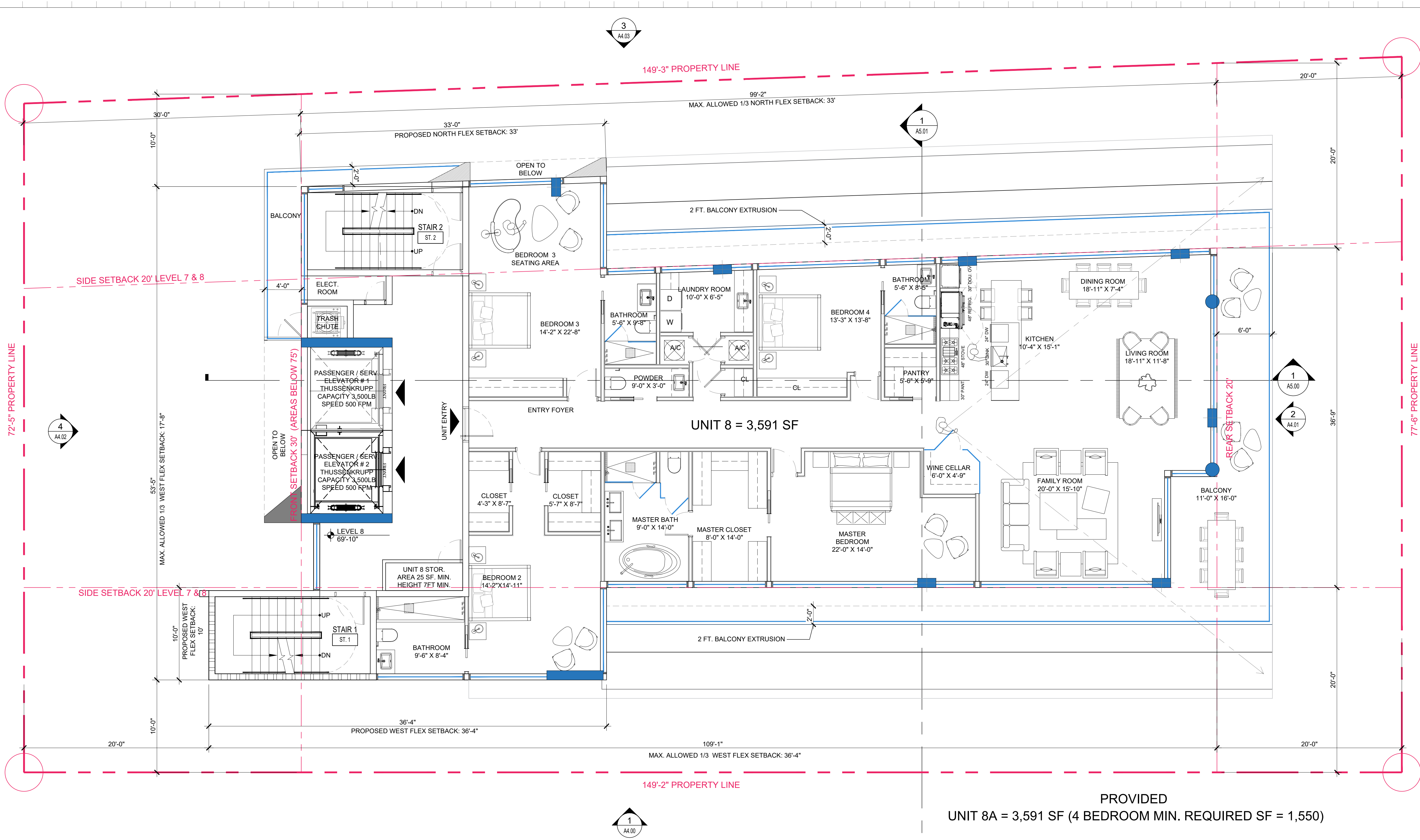
ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



FLOOR PLAN - LEVEL 7

Date:	09-27-2022	Sheet No.
Scale:		A3.06
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

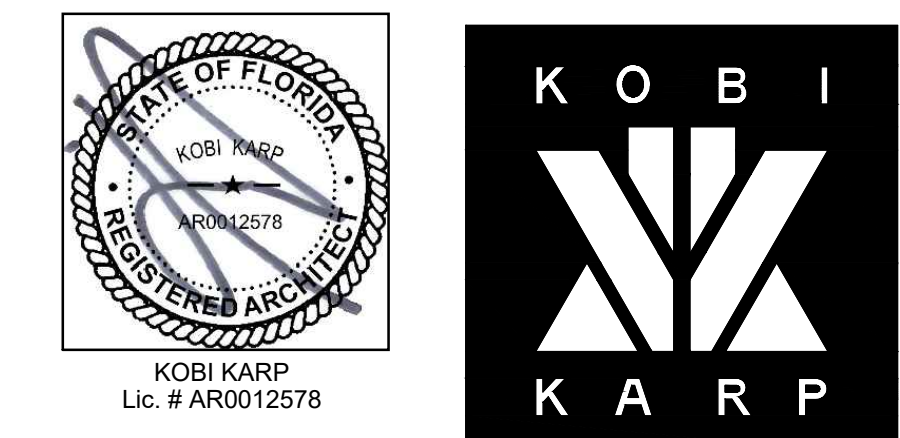
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

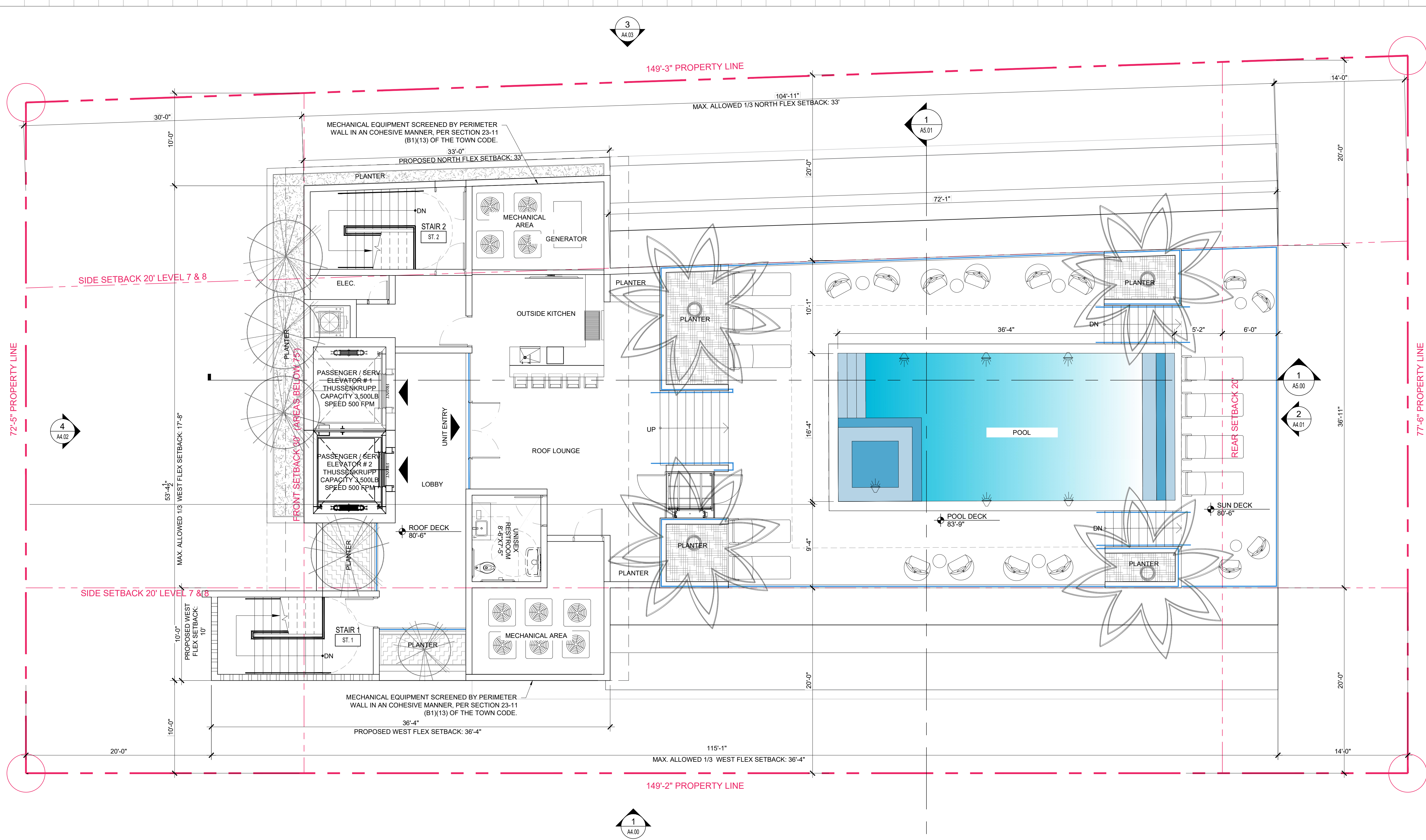
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



FLOOR PLAN - LEVEL 8

Date:	09-27-2022	Sheet No.
Scale:		A3.07
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DIMENSIONS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

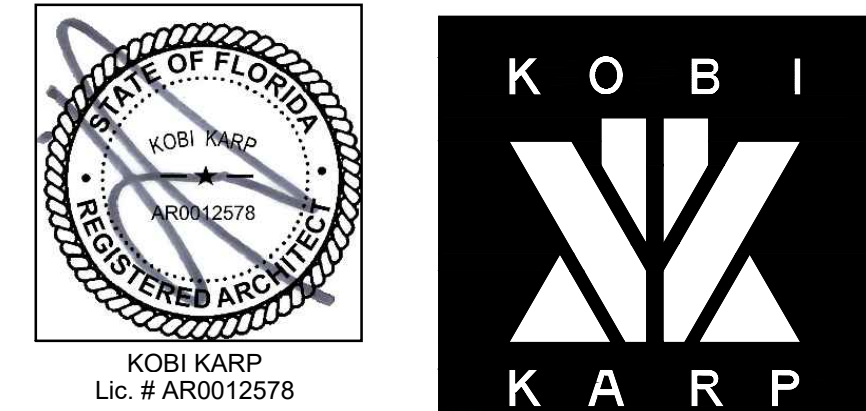
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

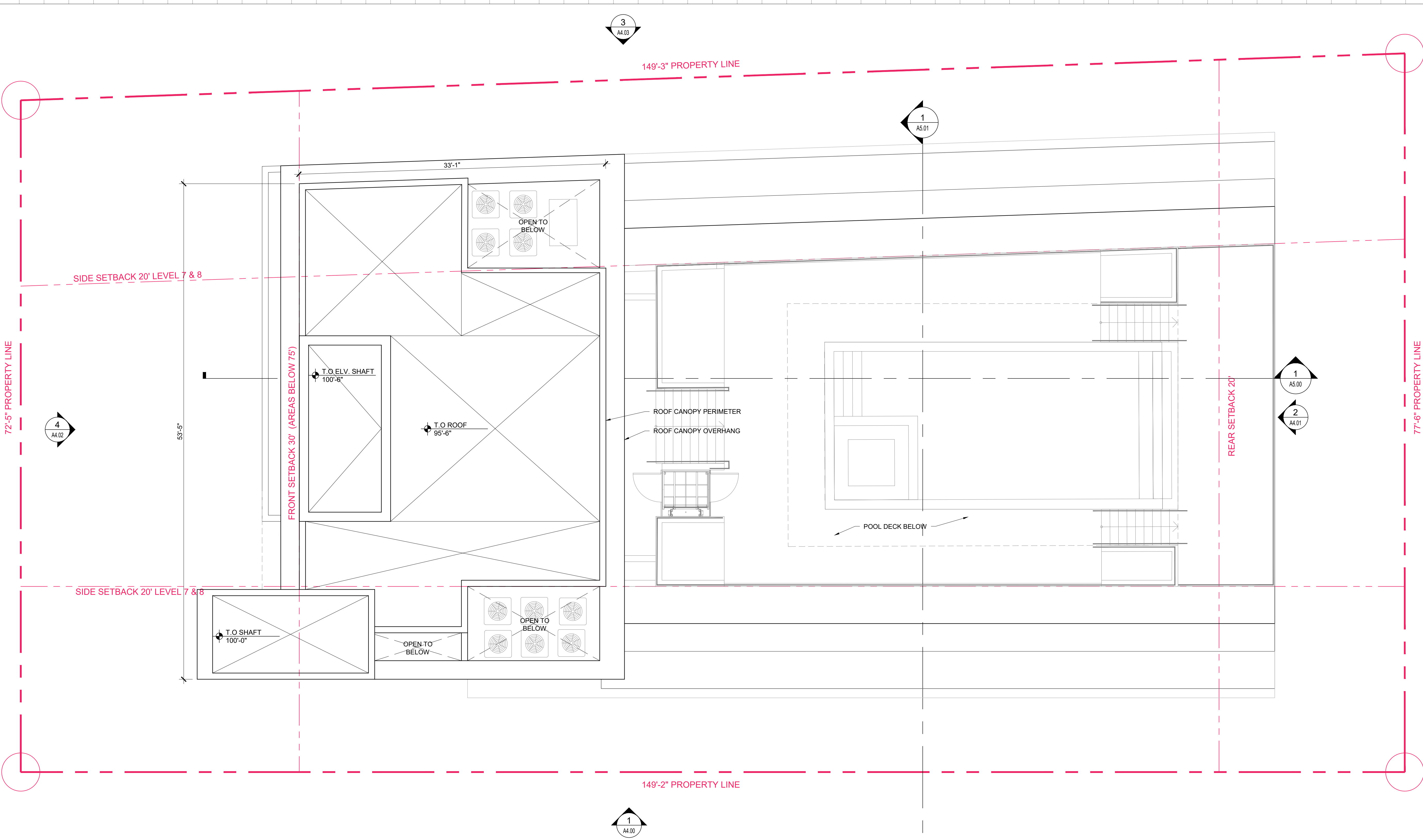
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



ROOF PLAN - POOL DECK

Date:	09-27-2022	Sheet No.
Scale:		A3.08
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

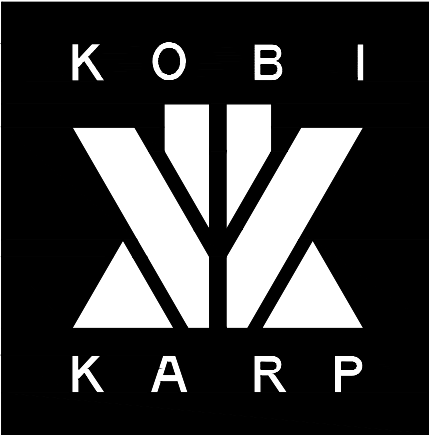
CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



KOBİ KARP
Lic. # AR0012578



TOP OF ROOF SLAB

Date:	09-27-2022	Sheet No.
Scale:		A3.09
Project:	2229	

1 TOP OF ROOF SLAB
SCALE: 3/16" = 1'-0"



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE COPIED, REPRODUCED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA: (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

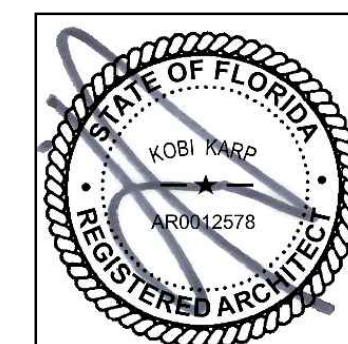
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 5711 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

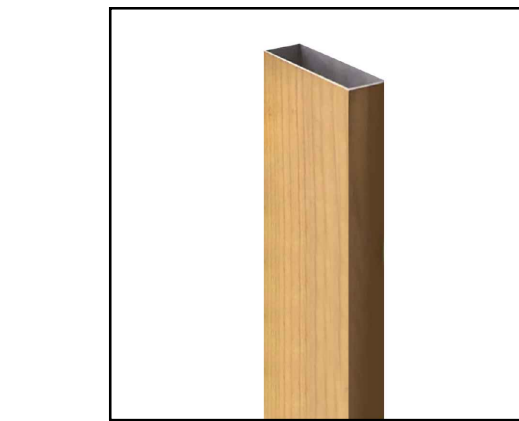


KOBİ KARP
Lic. # AR0012578

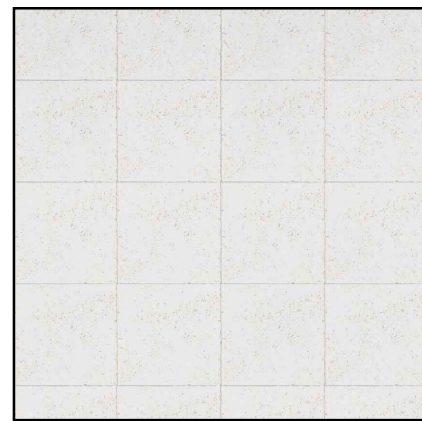


SOUTH ELEVATION

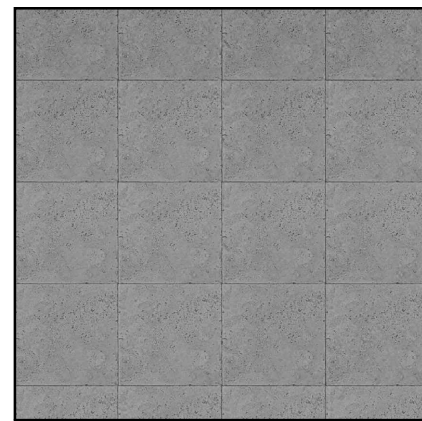
Date:	09-27-2022	Sheet No.
Scale:		A4.00
Project:	2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



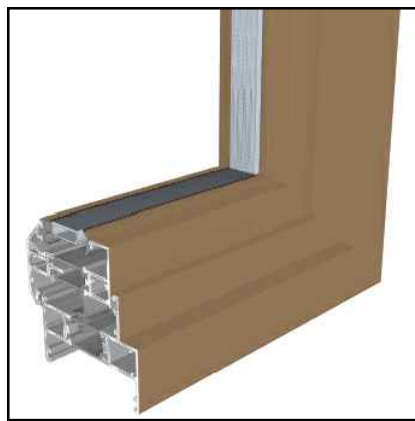
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



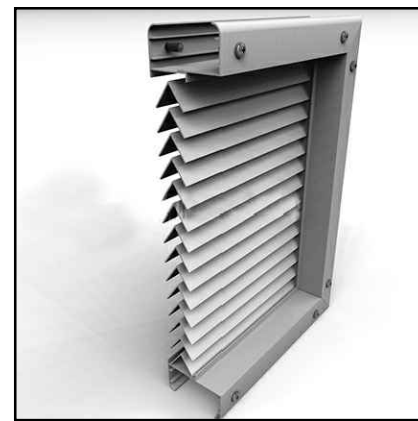
C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



F ALUM SCREEN, (V SECTION IN PROFILE)
50 % VENTILATION & 100% VISUALIZATION PRIVACY
(BY C/S Muncy, PA -MODEL BL-7709)
(FINISH: ANODIZED ALUMINUM)
(COLOR: SILVER) OR SIMILAR



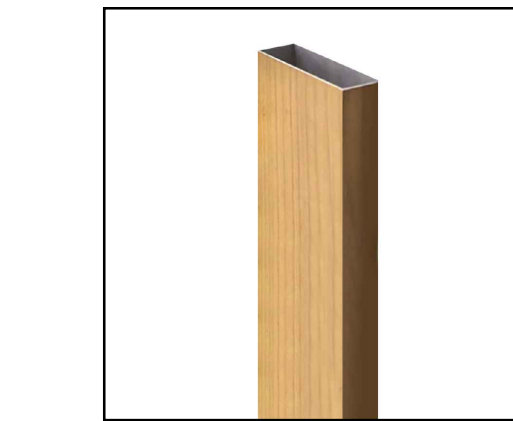
G GLAZING COLOR LIGHT GRAY OR SIMILAR



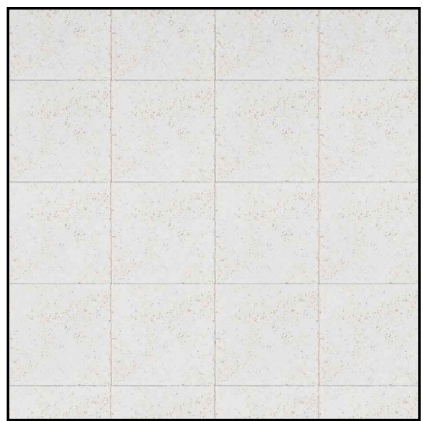
H 6' PRIVACY FENCE VERTICAL PROFILE

1 SOUTH ELEVATION

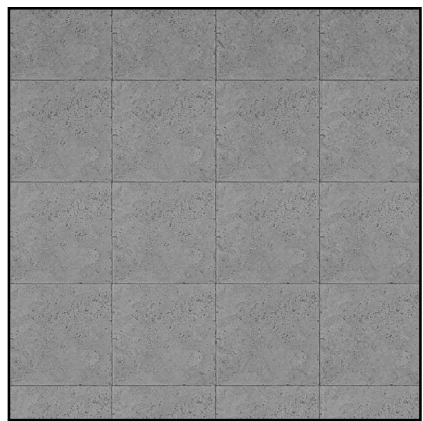
SCALE: 1/8" = 1'-0"



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



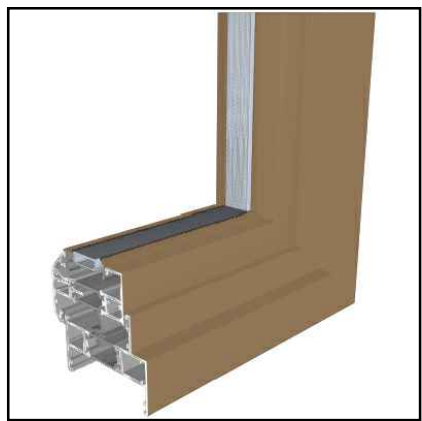
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



F ALUM SCREEN, (V SECTION IN PROFILE)
50 % VENTILATION & 100% VISUALIZATION PRIVACY
(BY C/S Muncy, PA -MODEL BL-7709)
(FINISH: ANODIZED ALUMINUM)
(COLOR: SILVER) OR SIMILAR



G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

2 EAST ELEVATION

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

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

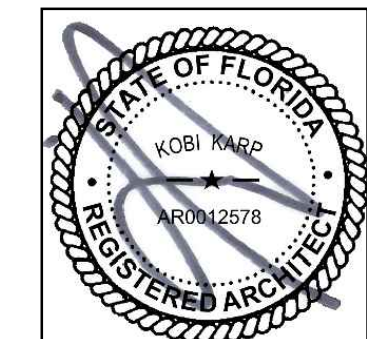
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

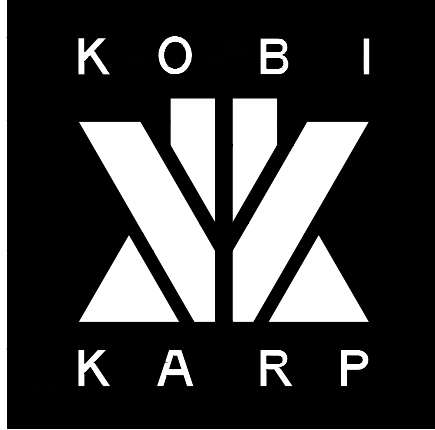
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 5711 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3786

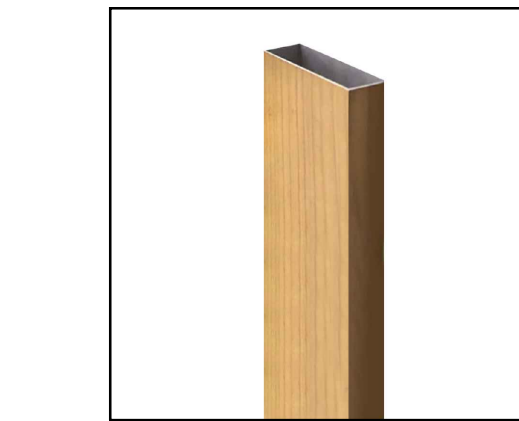


KOBİ KARP
Lic. # AR0012578

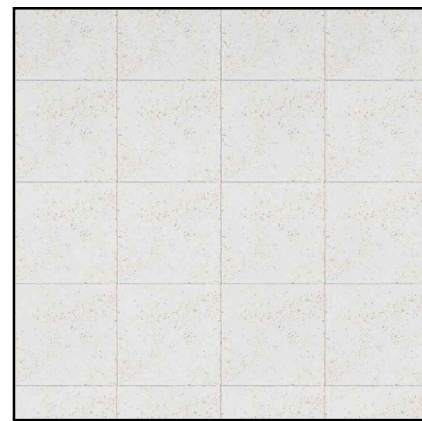


EAST ELEVATION

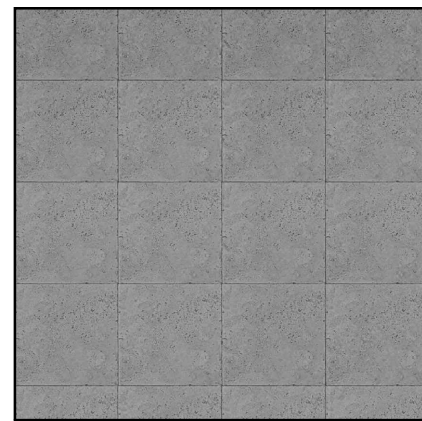
Date: 09-27-2022	Sheet No.
Scale:	A4.01
Project: 2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



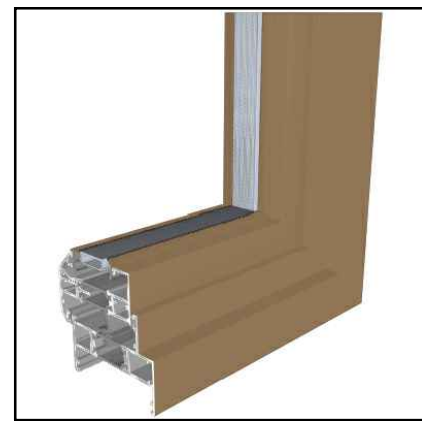
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



F ALUM SCREEN, (V SECTION IN PROFILE)
50 % VENTILATION & 100% VISUALIZATION PRIVACY
(BY C/S Muncy, PA -MODEL BL-7709)
(FINISH: ANODIZED ALUMINUM)
(COLOR: SILVER) OR SIMILAR



G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

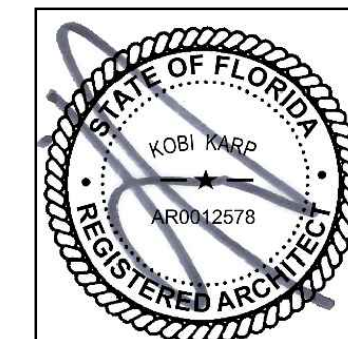
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

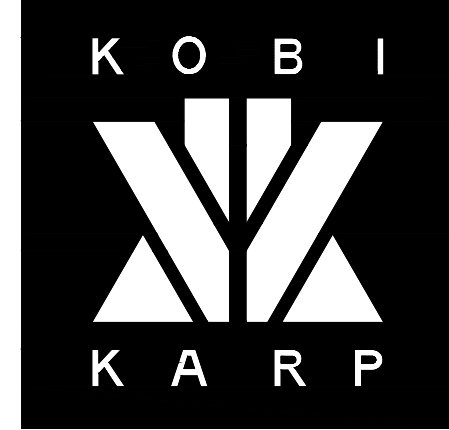
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

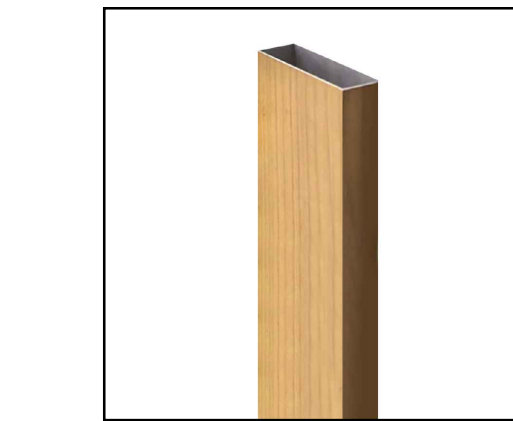


KOBİ KARP
Lic. # AR0012578

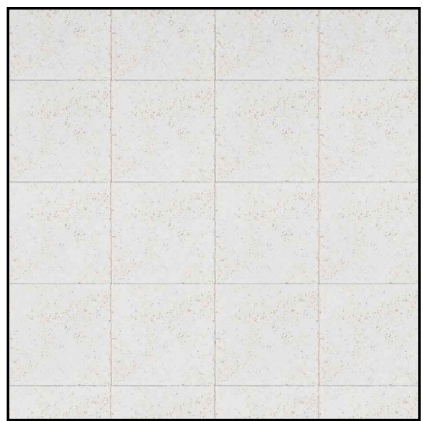


NORTH ELEVATION

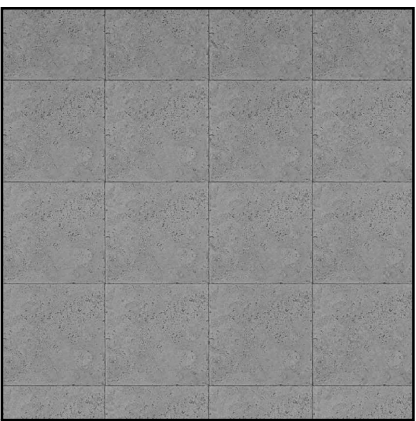
Date: 09-27-2022	Sheet No.
Scale:	A4.02
Project: 2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



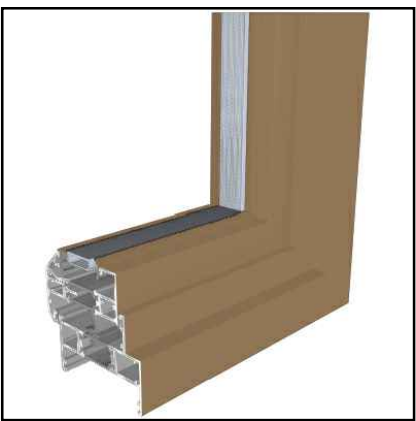
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



F ALUM SCREEN, (V SECTION IN PROFILE)
50 % VENTILATION & 100% VISUALIZATION PRIVACY
(BY C/S Muncy, PA -MODEL BL-7709)
(FINISH: ANODIZED ALUMINUM)
(COLOR: SILVER) OR SIMILAR



G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

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

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

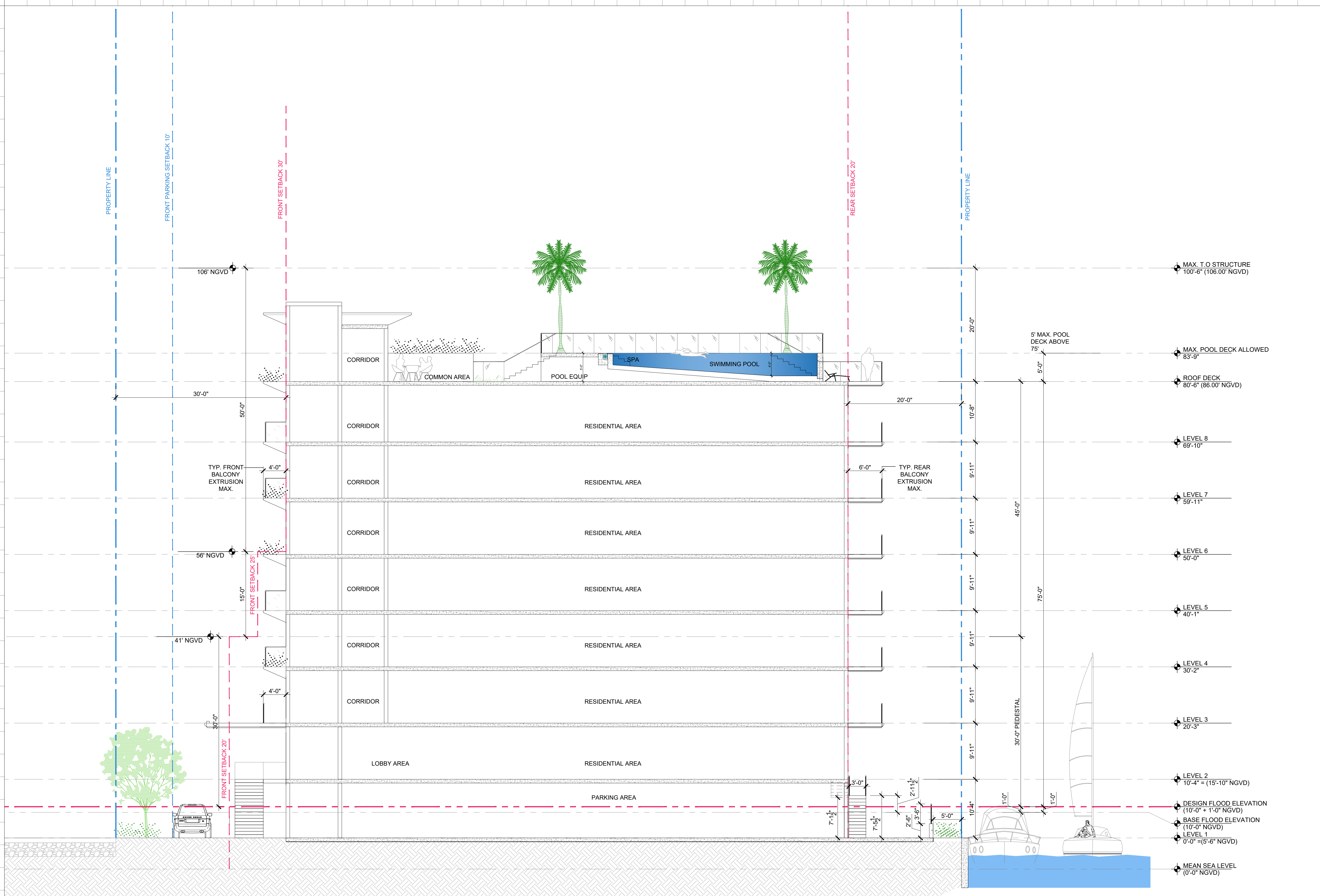


KOBİ KARP
Lic. # AR0012578



WEST ELEVATION

Date: 09-27-2022	Sheet No.
Scale:	A4.03
Project: 2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		14	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

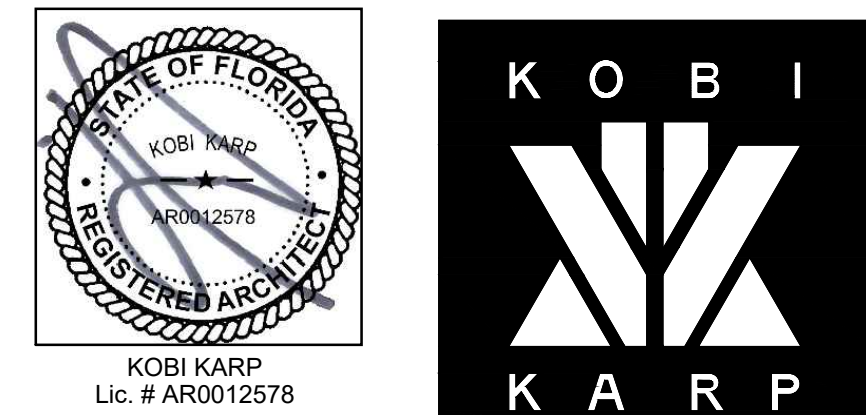
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

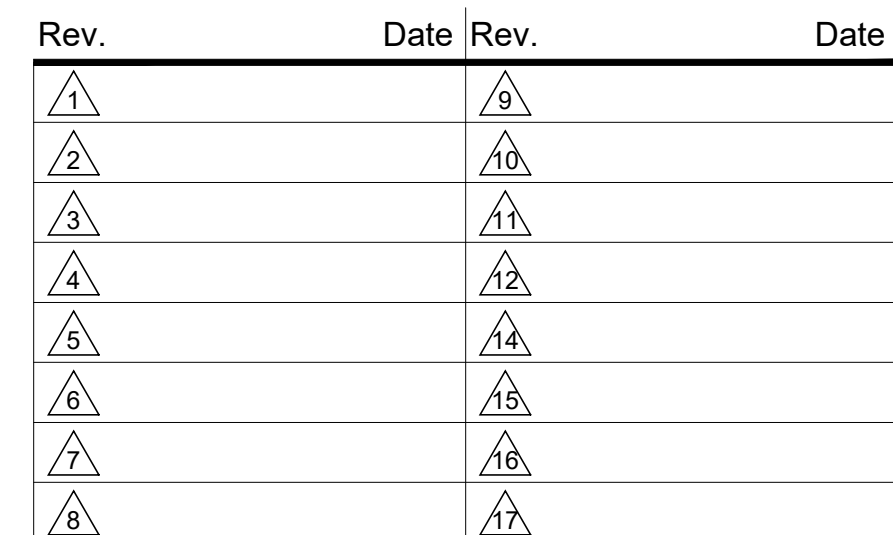


A-BUILDING SECTION

Date: 09-27-2022	Sheet No.
Scale:	A5.00
Project: 2229	

1 BUILDING SECTION-A

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



ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (c) 2019

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



1 BUILDING SECTION-B

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

Date: 09-27-2022	Sheet No. A5.01
Scale:	
Project: 2229	

Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet) REVISED 07.15.2021

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 _9781 E. Bay Harbor Drive, Bay Harbor Islands
Legal Description: COMPREHENSIVE PLAN PLUM DESIGNATION:
MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA)
Net Lot Area 0.2582 Acres / 11,249 SF

I. Open Space Requirement	Required	Provided
1. Net Lot Area = 11,249 SF x 20% = 2,250 SF 20% (BHI - Sec. 23-11)	2,250 SF (20%)	2902 SF (25%)

2. Maximum Lawn Area Allowed (MDC - Sec. 18A-6(A)(5))		
a. Req. open space 2,250 SF x 60% = 1,350 SF	60% Max 1,350 SF (60%)	1,342 SF (59.5%)

II. Shade Trees

A. Required

1. 28 shade trees/acre: 28 x 0.2582 acres = 7 (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	7	13 trees
		+ 10 palms @ 3:1 = 3 trees Total 16 trees

2. Native Species Required - 50% Min. # of shade trees req 7 x 50% = 3.5=4 (BHI - Sec. 24-16(a)(2))	4	13
---	---	----

3. Drought Tolerant and Low Maintenance Species Require - 50% Min. of shade trees req. 7 x 50% = 3.5=4 (MDC - Sec. 18A-6(C)(1)(b))	4	16
--	---	----

B. Tree Species

1. Number of shade trees required (from Sec. (II)(A)(1) above)	7	16
2. Number of shade tree species required (BHI - Sec. 24-16(a)(2))		
Number of Different Tree Species based on Quantity 6-10 required shade trees/ 3 shade tree species Needed	3	6

C. Tree Heights

1. Number of Stories of building (8)		
2. Number of shade trees required 7 (from Sec. (II)(A)(1) above)		
3. Shade tree heights required:		
14-16 ft. - 25% or 2 shade trees	2	2
16-18 ft. - 50% or 4 shade trees	4	4
18-20 ft. - 25% or 2 shade trees	2	2

Size of Tree Species in Relationship to Building Height			
No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft 5 plus)
25%	14-16	6	14-18
50%	16-18	7	22-28
25%	18-20	8	22-28

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

III. Street Trees	Required	Provided
Street Trees @ 1:35' Width of lot 72.5' / 35' = 2.07 (15' min height / 6" clear wood / 2 1/2" caliper)	2	3

IV. Shrubs Required

1.	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))	70	322
	Native Species Required - 30% Min. (MDC - Sec. 18A-6(D)(1)(a))	21	210
3.	Drought Tolerant and Low Maintenance Species Required - 50% Min. (MDC - Sec. 18A-6(D)(1)(b))	21	313

V. Buffers (If applicable)

(BHI - Sec. 24-16)			
1.	Parking Lot from ROW	n/a	n/a
2.	Dissimilar Uses	n/a	n/a

VI. Parking Lot Landscaping (If applicable)

1. 10 SF / parking space: 10 x _____ spaces = _____ SF (MDC - Sec. 18A-6(J))	n/a	n/a
2. Shade Trees Required (MDC - Sec. 18A-6(J))	n/a	n/a
3. Shrubs Required (MDC - Sec. 18A-6(I))	n/a	n/a

VII. Right Tree Right Place

(BHI - Sec. 24-16(a)(2)(f))		
Number of trees near power lines (See attached FPL guidelines)	2	3 (SB)

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 landscaping principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

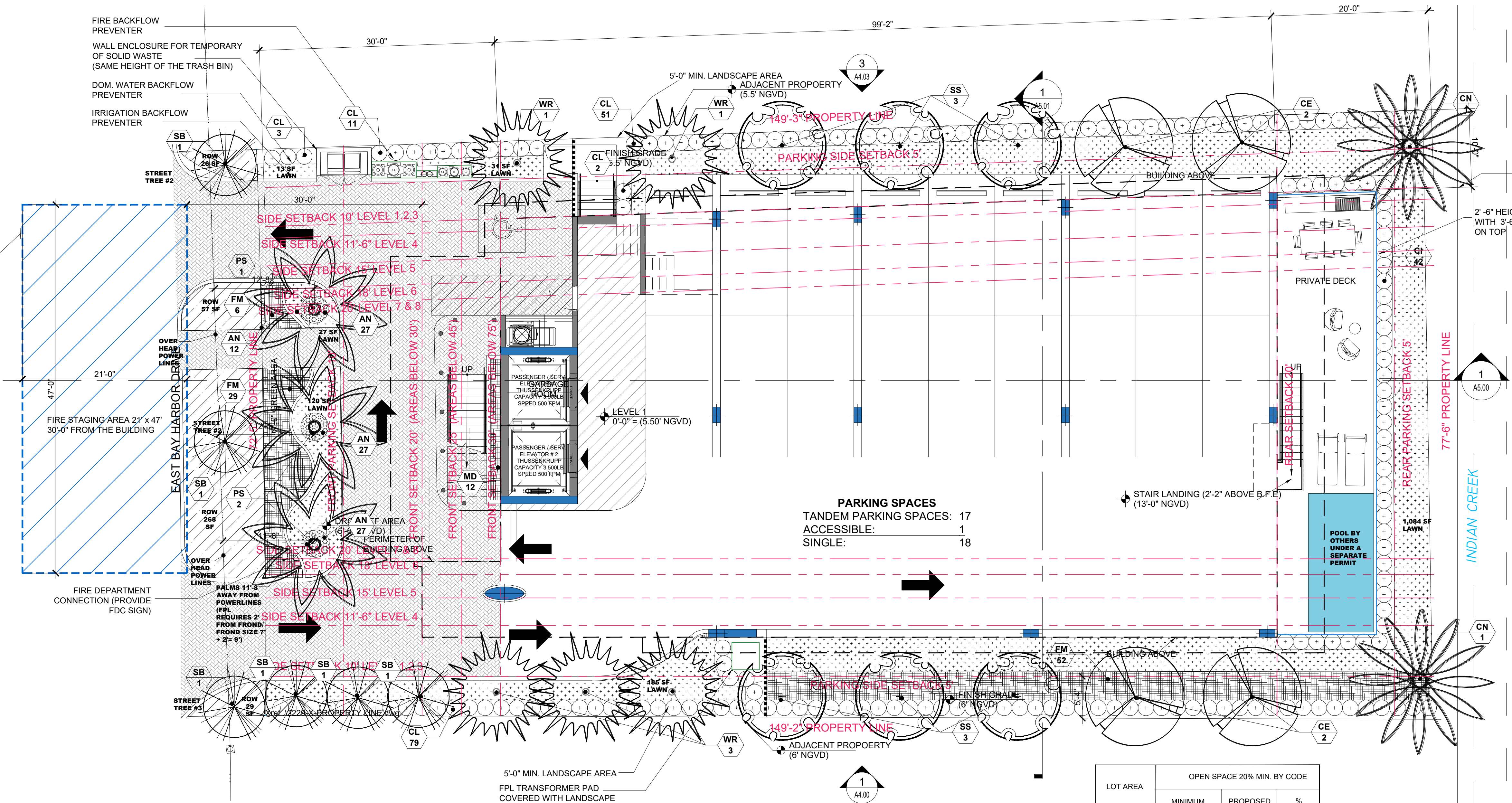
NOTES:

* Required Shade Trees at time of planting must be a minimum of 12 feet in overall height; have 4 feet of clear wood before branching; and have a 2 1/2 inch trunk caliper. Palm Trees (15' hgt. x 3" caliper) can be substituted at a 3:1 ratio (except approved larger palm species @ 1:1 @ 15' wood) at max 25% of the required trees.

** Miami-Dade County Right-of-Way Code Sec. 18B / BHI Landscape Code Sec. 24-16(a)(2)(a). Street Tree Size = 15' min. height/6' min. clear wood/ 2 1/2" min. trunk caliper. Street Trees do not count toward required on-site lot trees and are determined by Town Street Tree Master Plan.

*** Required Shrubs at time of planting must be a minimum of 24 inches in overall height. spaced max. 24 inches on center, if used as a visual screen must be a minimum of 36 inches in overall height.

**** Miami-Dade County Landscape Code Sec. 18A-5(A)(5); 80% of plant material must be listed in either M-D Landscape Manual / M-D Street Tree Master Plan / UF Florida Low-Maintenance Landscape Plants for South Florida.



LANDSCAPE NOTES

- All plant material to be Florida No. 1 or better per most current version of "Grades and Standards for Nursery Plants, Part I and II," prepared by the State of Florida Department of Agriculture and Consumer Services.
- All planting beds to be topped with 2" min. mulch "Grade A", unless otherwise noted. A two-inch layer, after watering in, of mulch must be placed and maintained around all newly installed trees, shrubs, and ground cover plantings. Each tree must have a ring of mulch no less than 24 inches beyond its' trunk in all directions. Red mulch is not acceptable. CYPRESS MULCH WILL NOT BE USED.
- All trees to be staked in good workmanlike manner. No nail staking permitted. (Refer to planting details) Landscape contractor is responsible for removing trees stakes once trees are established.
- Landscape plan shall be installed in compliance with all local codes. Local codes take precedence over Landscape plan.
- All tree holes to be back filled around and under root ball with planting soil. All shrub beds to be installed with planting soil (see planting details).
- Sod shall be as specified in the landscape plan. Solid sod shall be laid with alternative and abutting joints, with 2" top soil minimum if required.
- All trees and palms are to be guaranteed for one year. All shrubs and ground covers shall be guaranteed for six months from date of final acceptance.
- All planting beds shall be free of weeds, grass, litter, and construction debris prior to planting.
- All trees, palms, shrubs, and groundcover plants shall be fertilized at installation with slow release fertilizer, according to manufacturer's recommendations (submit sample for approval).
- Landscape contractor shall review all drawings and prepare his own take off and plant list prior to bid cost, and compare to Landscape Architect's plant list. Sizes specified on Landscape plan are deemed to be minimums. Landscape Contractor is responsible for attaining accurate counts of plant materials specified. In the event of discrepancies, Landscape Contractor shall bring to the attention of the Landscape Architect. Plan shall take precedence over plant list. No Exceptions!
- Landscape Contractor shall locate and verify all underground utility prior to digging. Plantings in Easements: Utility, power, or drainage easements may overlap required buffers; however no required trees or shrubs may be located in any utility, power, or street easement or right-of-way.
- All trees, except street trees, shall be a minimum of twelve (12) feet high and have a minimum dbh of two (2) inches at time of planting except that thirty (30) percent of the tree requirement may be met by native species with a minimum height of eight (8) feet and a minimum dbh of one and one-half (1 1/2) inches at time of planting. Street trees shall have a clear trunk of four (4) feet, an overall height of fifteen (15) feet and a minimum dbh of three (3) inches at time of planting, and shall be provided along all roadways at a maximum average spacing of thirty (30) feet on center.
- All shrubs must be a minimum of 18" in height at time of planting. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of thirty (30) inches on center or if planted at a minimum height of thirty-six (36) inches, shall have a maximum average spacing of forty-eight (48) inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one (1) year after time of planting.
- All material is subject to availability at time of installation. Substitutions MUST be cleared with Landscape Architect prior to install.
- All newly planted areas to receive 100% coverage (with 50% overlap) by automatic irrigation system (refer to irrigation plan).
- All existing plant material to remain shall be protected (see planting details).
- All trees to be relocated will get root pruned a minimum of 30 days prior to relocation (more if req. by species). Upon relocation, thin out (under LA direction) 25% of tree canopy.
- After removal/relocation of existing trees and palms, backfill tree pit with planting soil and sod disturbed area (if needed) to bring them to the same level of the surrounding areas.
- No changes shall be made without the prior consent of the Landscape Architect and Owner.

PLANT SCHEDULE					
SHRUBS					
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION
AN	93	ANNUAL/S/ SINGLE COLOR	NO	HIGH	4" HT. X 4" SPR. / 4" POT/ FULL/ BL/ 4" O.C.
CL	144	CLUSIA GUTTIFERA/ SMALL LEAF CLUSIA (FOR HEDGE)	YES	LOW	48" HT. X 24" SPR. / 15 GAL/ FULL/ 24" O.C.
CI	42	CHRYSOBALANUS ICACO 'RED TIP' / COCO PLUM	YES	LOW	36" HT. X 24" SPR. / 7 GAL/ FULL/ 24" O.C.
FM	35	FICUS MICROCARPA/ GREEN ISLAND FICUS	NO	LOW	18" HT. X 18" SPR. / 3 GALLONS/ 18" O.C./ FULL
MD	12	MONSTERA DELICIOSA/ MONSTERA	NO	LOW	24" HT. X 24" SPR. / 7 GALLONS/ FULL/ 2' OC.
LAWN	1,458 SF	SOYSA 'EMERALD' (CONTRACTOR TO CHECK QUANTITIES ON SITE)	NO	MED	SOLID EVEN PIECES
ROW	323 SF	STENOTAPHRUM SECUNDATUM/ ST. AUGUSTINE (CONTRACTOR TO CHECK QUANTITIES ON SITE)	NO	LOW	SOLID EVEN PIECES
TREES AND PALMS					
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION
	PS/ 3	PHOENIX SYLVESTER/ SYLVESTER PALM	NO	LOW	18' 0 A HT. / 9' CLEAR TRUNK, THICK TRUNK, FG, BB, FF, DIAMOND CUT
	CE/ 4	CONOCARPUS ERECTUS GREEN BUTTWOOD	YES	LOW	16' -18' HT. X 7' SPR X 6' CLEAR WOOD, 2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER
	CN/ 2	COCOS NUCIFERA 'GREEN MALAYAN' COCONUT GREEN MALAYAN (JAMAICAN CERTIFIED)	NO	LOW	18' HT. X 8' SPR., FG, BB, FF/ STRAIGHT TRUNK
	WR/ 5	WASHINGTONIA ROBUSTA WASHINGTONIA PALM	NO	LOW	18' HT. X 8' SPR., FG, BB, FF/ STRAIGHT TRUNK
	SS/ 6	SENNA SURATTENSIS GLAUCOUS CASSIA	YES	LOW	16' -18' HT. X 7' SPR X 6' CLEAR WOOD, 2.5" CAL., FG, BB, FF/ SINGLE MAIN LEADER
	SB/ 3	CONOCARPUS ERECTUS SERICEUS SILVER BUTTWOOD (STREET TREES UNDER POWERLINES)	YES	LOW	15' HT. X 6' SPR. X 6' CLEAR WOOD, 2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER
STREET TREES					
	SB/ 3	CONOCARPUS ERECTUS SERICEUS SILVER BUTTWOOD (STREET TREES UNDER POWERLINES)	YES	LOW	15' HT. X 6' SPR. X 6' CLEAR WOOD, 2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER

Landscape Plan

SCALE 1/8" = 1'-0"

TOPO
GRAPHIC

landscape architecture & design

TOPO_GRAPHIC LLC
LC26000577
941-564-5016
Miami Beach, FL / Punta Gorda, FL
info@topo-graphic.com

All ideas, designs, and indicated or represented by the drawing are owned by and are the exclusive property of TOPO_GRAPHIC LLC, and were created, evolved and developed for the use in and in conjunction with the project therein referenced. No such ideas, designs, and plans shall be used or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of TOPO_GRAPHIC LLC.

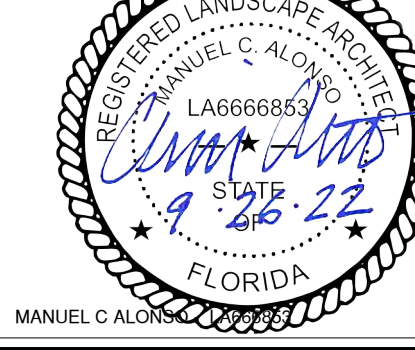
9781 EAST BAY HARBOR DRIVE
Ground Level Landscape Plan

9781 E. BAY HARBOR DR.
BAY HARBOR, FL 33154

Project:

Revisions:

Seal:



Drawing: Landscape Plan

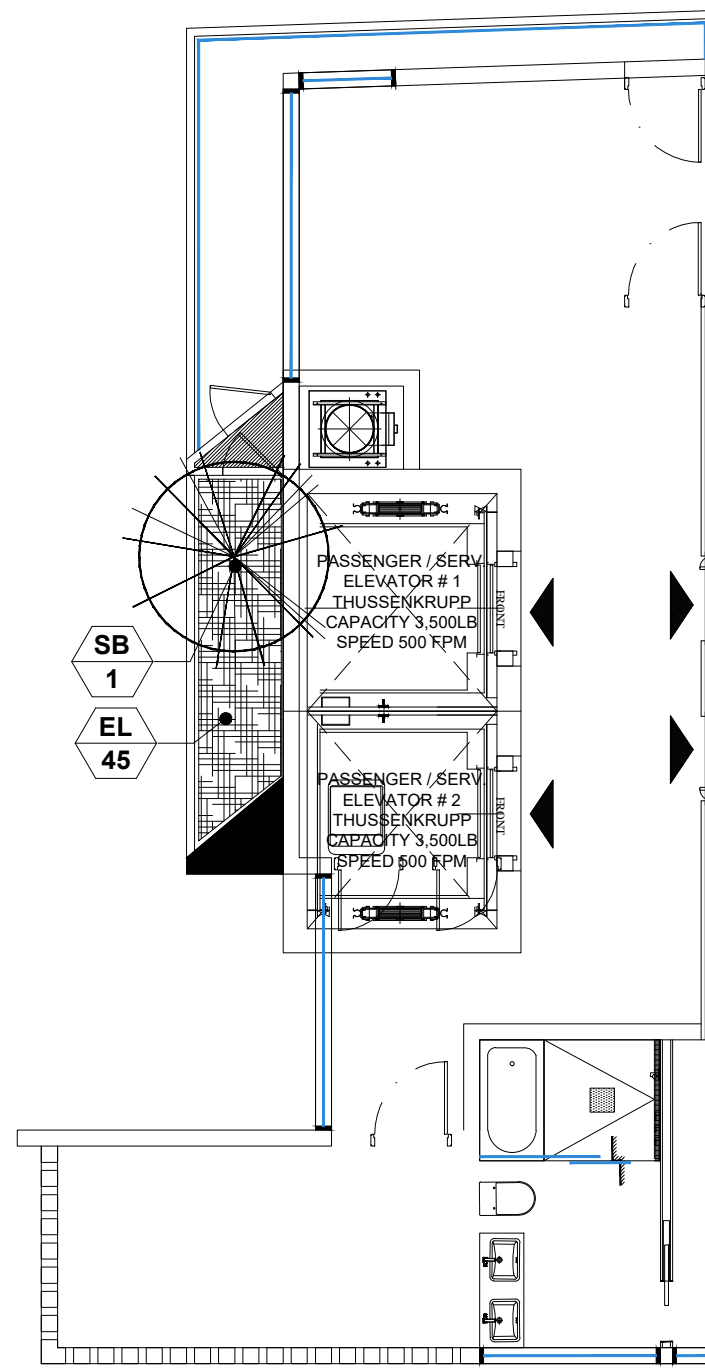
Date: 07.15.2022

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

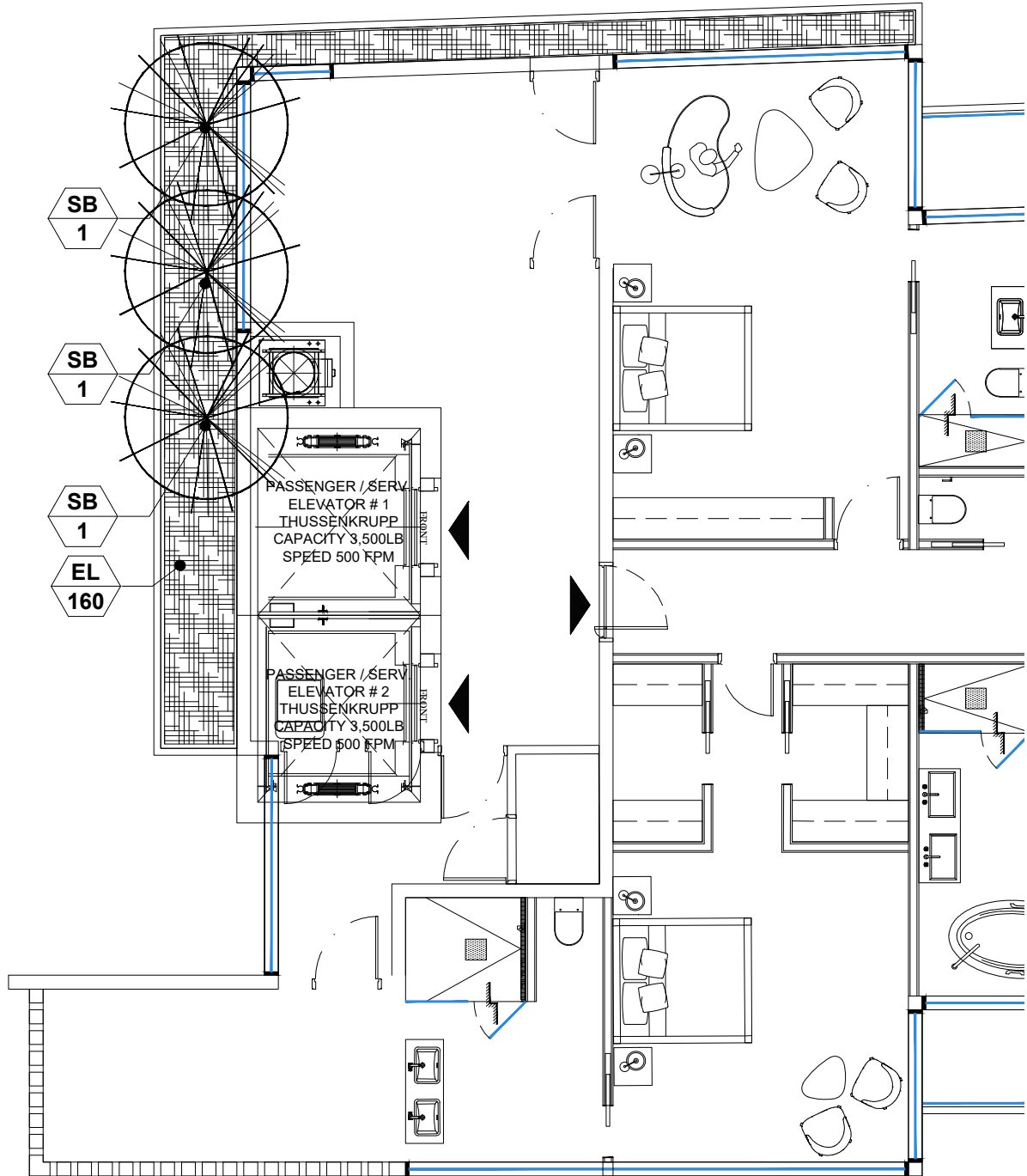
Drawn by: JRP

Sheet No.:

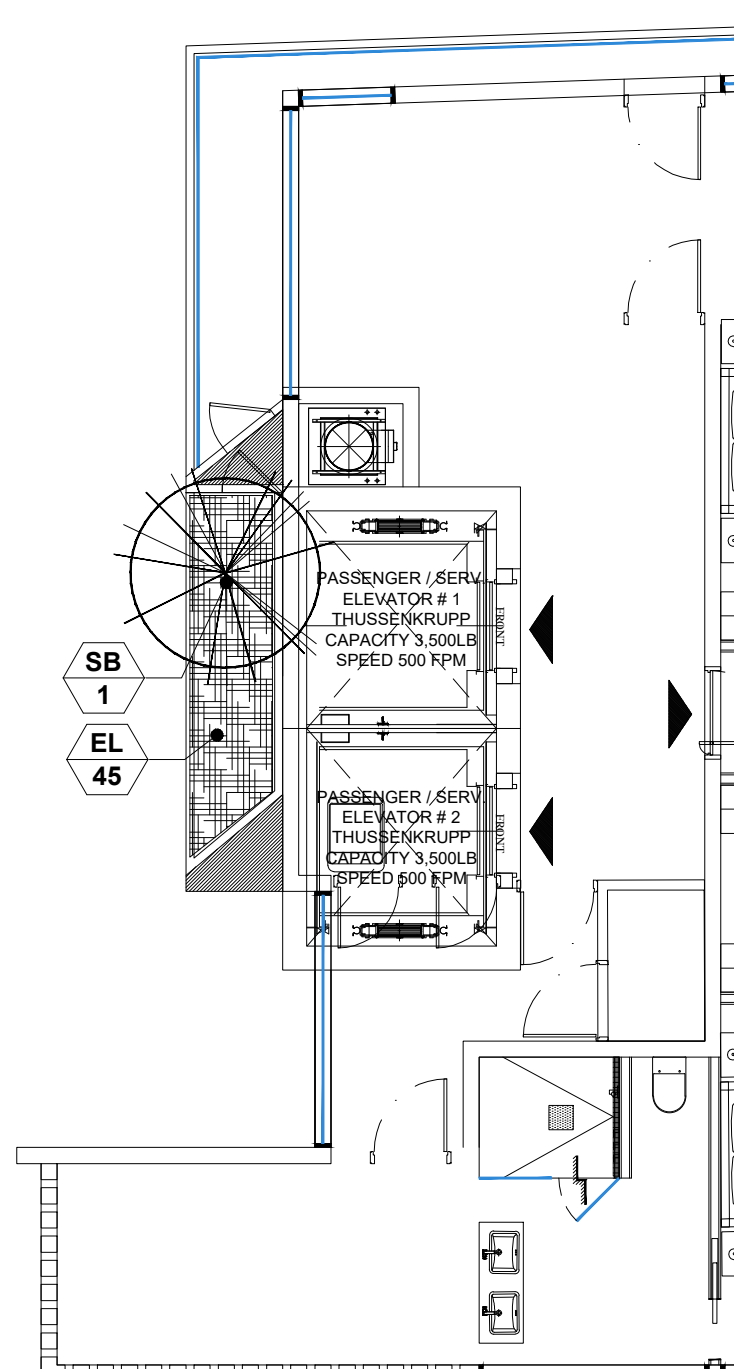
L-1



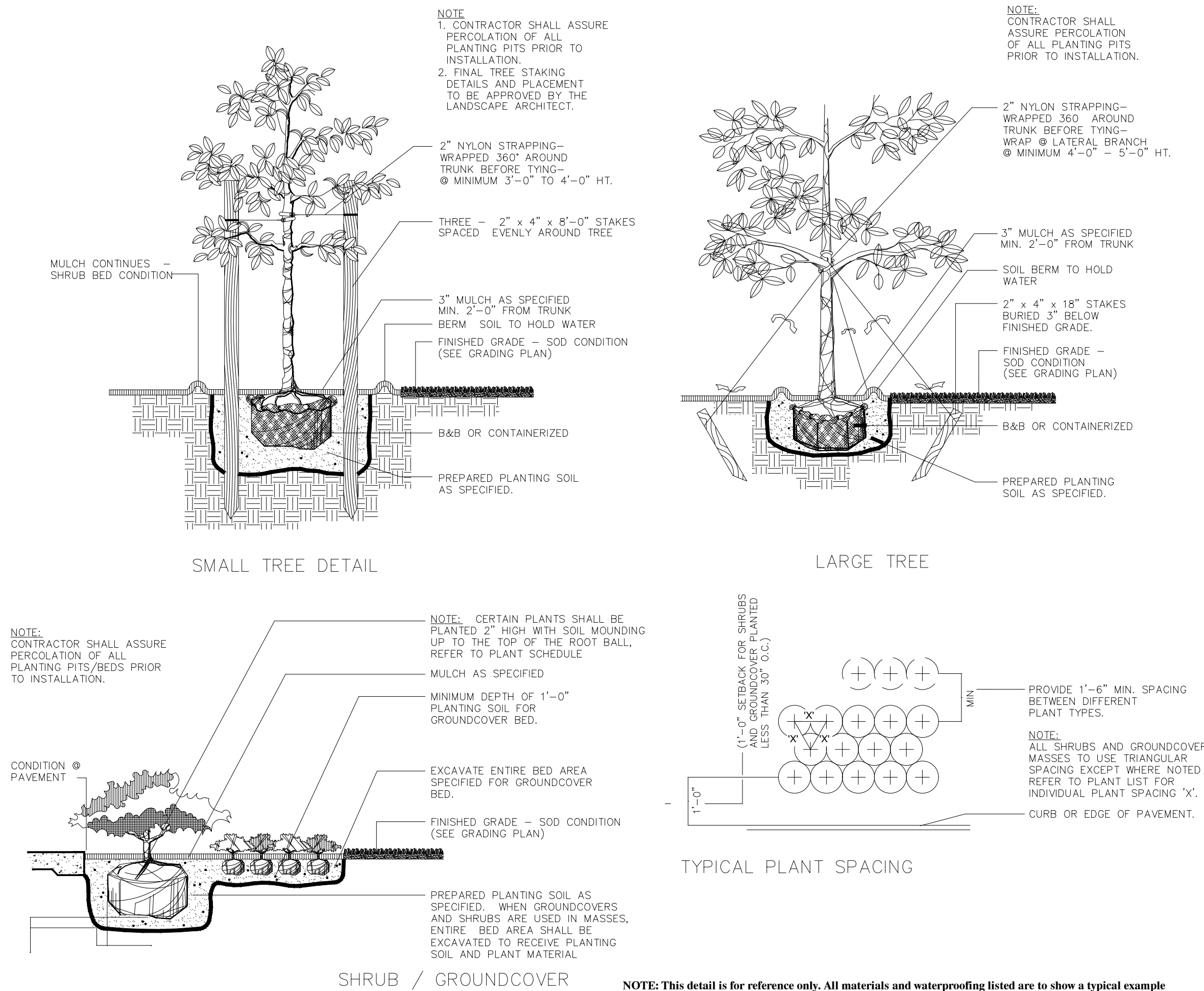
Level 4 Landscape Plan
SCALE 1/8" = 1'-0"



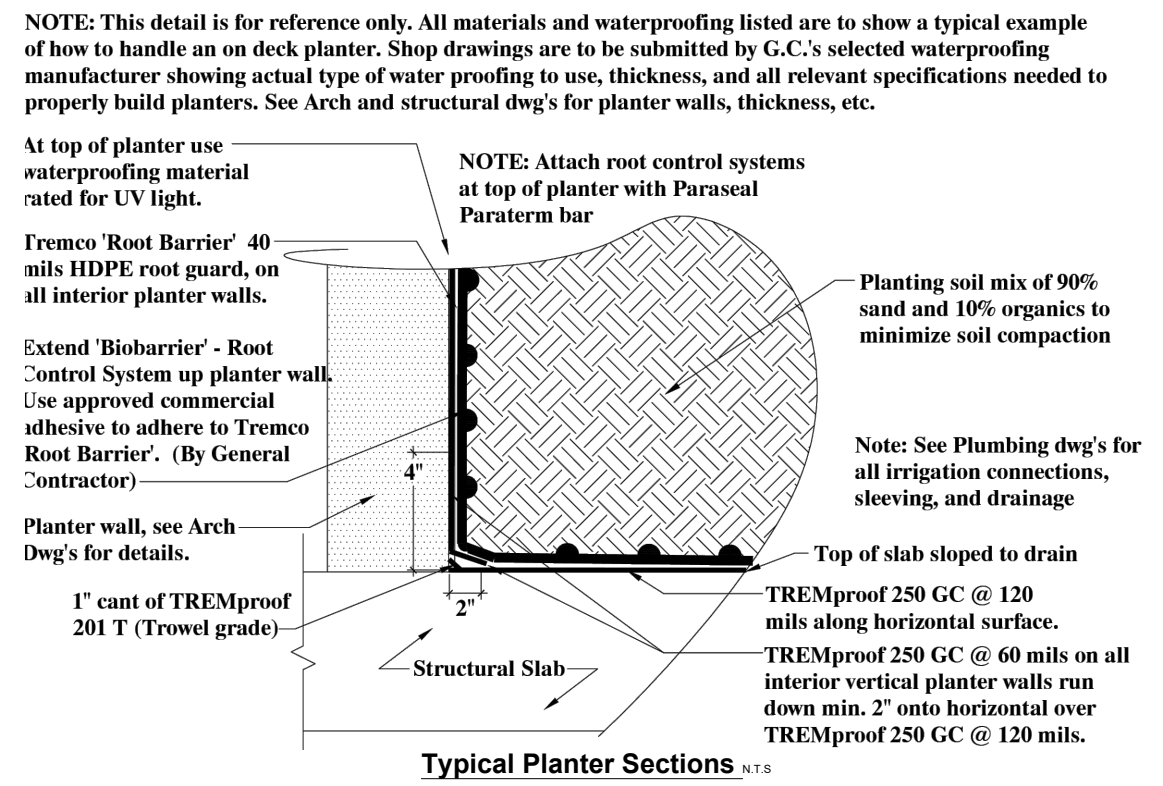
Level 6 Landscape Plan
SCALE 1/8" = 1'-0"

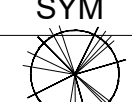


Level 7 Landscape Plan
SCALE 1/8" = 1'-0"

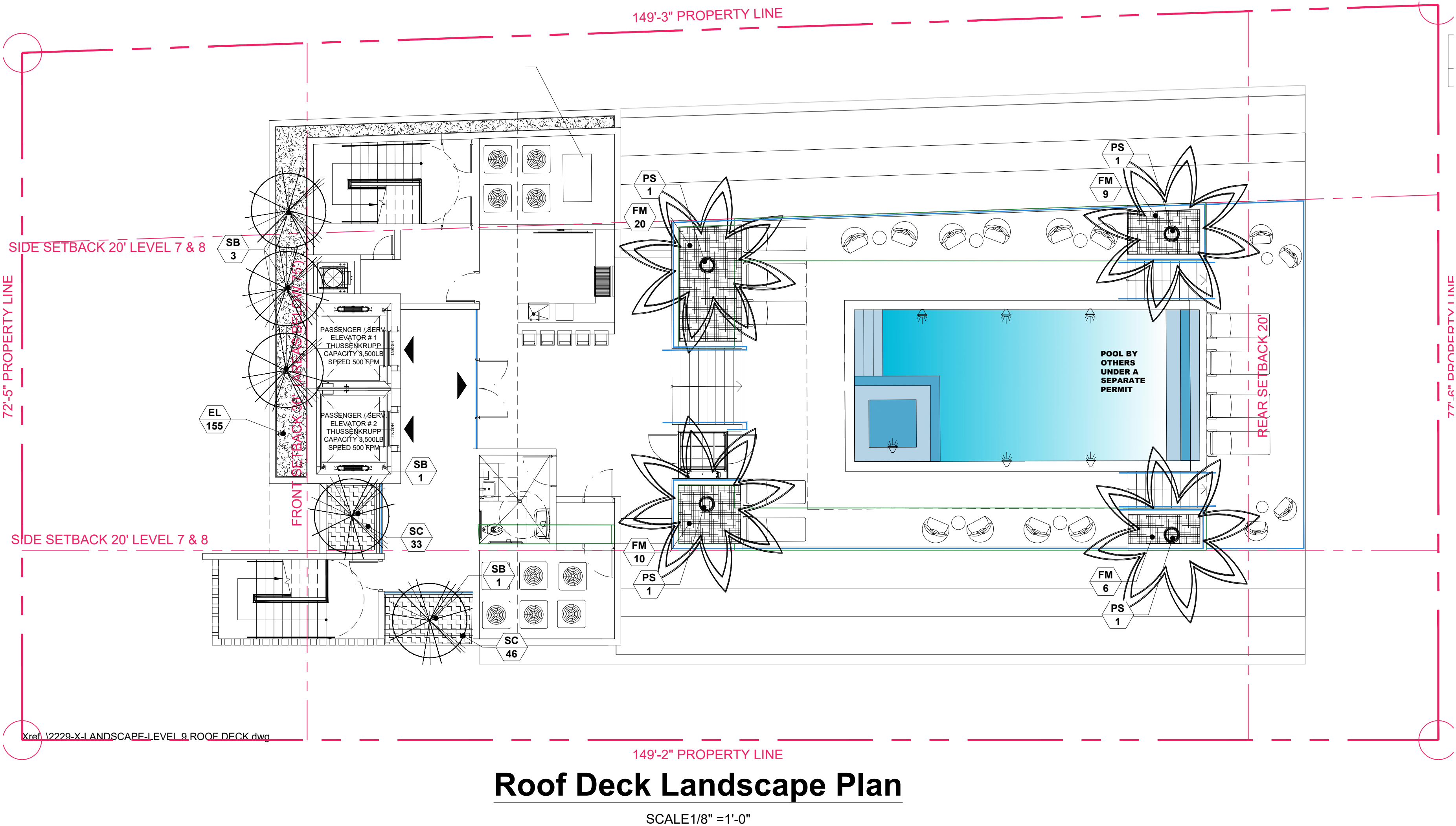


ROOF AREA	ROOF LANDSCAPE 15% MIN.		
	MINIMUM	PROPOSED	%
2,934 SF.	440 SF MIN.	441 SF	15%



PLANT SCHEDULE LEVELS 4, 6, 7						
SHRUBS						
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
EL	250	ERNODEA LITTORALIS/ GOLDEN BEACH CREEPER	YES	LOW	10" HT. X 10" SPR. / 3 GALLONS/ 12" O.C./ FULL	
TREES AND PALMS						
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
	SB/ 5	CONOCARPUS ERECTUS SERICEUS SILVER BUTTONWOOD	YES	LOW	12' HT. X 5' SPR.,2.5" CAL, FG, BB, FF/ SINGLE MAIN LEADER	

PLANT SCHEDULE LEVEL 9						
SHRUBS						
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
FM	45	FICUS MICROCARPA/ GREEN ISLAND FICUS	NO	LOW	18" HT. X 18" SPR. / 3 GALLONS/ 18" O.C. / FULL	
SC	79	SPARTINA BAKERI/ SAND CORDGRASS	YES	LOW	18" HT. X 18" SPR. / 3 GALLONS/ FULL/ 2' OC.	
EL	155	ERNODEA LITTORALIS/ GOLDEN BEACH CREEPER	YES	LOW	10" HT. X 10" SPR. / 3 GALLONS/ 12" O.C. / FULL	
TREES AND PALMS						
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
	PS/ 4	PHOENIX SYLVESTER/ SYLVESTER PALM	NO	LOW	18' 0.A.HT. / 9' CLEAR TRUNK, THICK TRUNK, FG, BB, FF, DIAMOND CUT	
	SB/ 5	CONOCARPUS ERECTUS SERICEUS SILVER BUTTONWOOD	YES	LOW	12' HT. X 5' SPR.,2.5" CAL, FG, BB, FF/ SINGLE MAIN LEADER	



Roof Deck Landscape Plan
SCALE 1/8" = 1'-0"

TOPO
GRAPHIC
landscape architecture & design

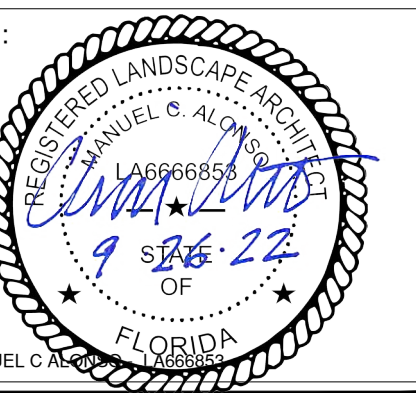
TOPO GRAPHIC LLC
LC26000677
941-594-5916
Miami Beach FL / Punta Gorda FL
info@topo-graphic.com

All ideas, designs, and indicated or represented by this drawing are owned by and are the exclusive property of TOPO GRAPHIC LLC and were created, conceived and developed for the use in and in conjunction with the project therein referenced. No such ideas, designs, and plans shall be used or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of TOPO GRAPHIC LLC.

9781 EAST BAY HARBOR DRIVE
Levels 4, 6, 7 & 9 Landscape Plans
& Planting Details

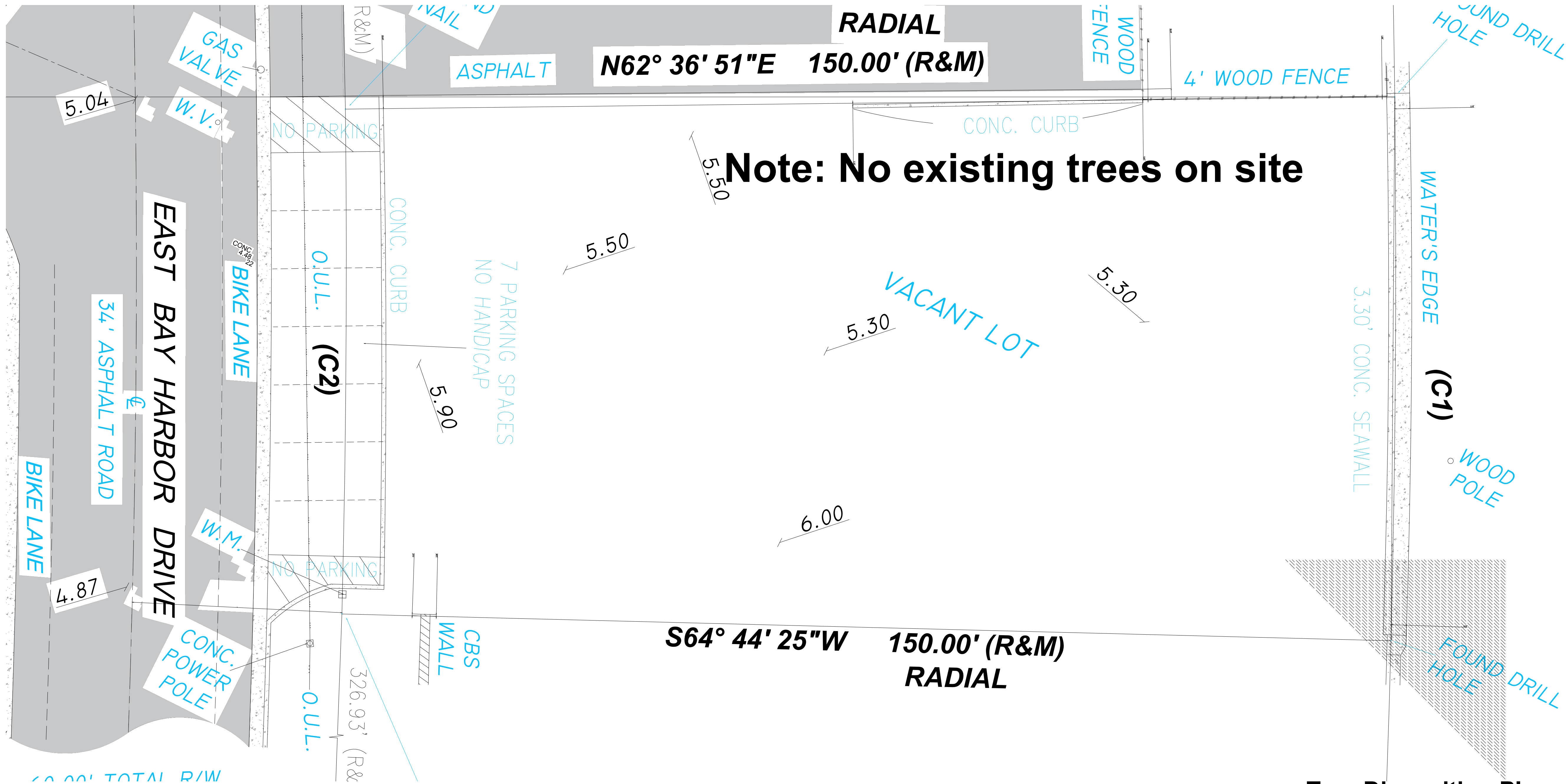
9781 E. BAY HARBOR DR. BAY HARBOR, FL 33154

Revisions:
REVISION #1 08.23.2022: Landscape plans updated on Level 9 per new planters' layout and new calculations provided and matching architect's set.



Drawing: Landscape Plan
Date: 07.15.2022
Scale: 1/8"=1' - 0"
Drawn by: JRP
Sheet No.:

L-2



Tree Disposition Plan
SCALE 1/8" = 1'-0"

TREE DISPOSITION:
Existing lot is a vacant lot with only grass and miscellaneous shrubs as noted on plan above. All of this is TO BE REMOVED prior to start of construction.

There are NO Trees of any kind existing on this lot. As such, there is no mitigation necessary for this property.

There are no substantial trees on neighboring property that has root zones encroaching onto this property. As such, no tree protection fencing will be required anywhere on this site during construction.

GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES

1. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY STANDARDS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY BY OTHERS.
4. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.
5. EXISTING STRUCTURES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, TREES SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
7. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR DELIVER SAID PUBLIC PROPERTY TO THE COUNTY YARD.
8. THE CONTRACTOR SHALL COORDINATE HIS/HERS WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.
9. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
10. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

II. PRECONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. 48 HOURS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 1-800-432-4770 AND ANY OTHER UTILITIES WHICH MIGHT BE AFFECTED.
3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENT AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT, (WITH THE EXCEPTION OF DRAINAGE AND WATER & SEWER APPROVALS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND FDOT WHICH WILL BE OBTAINED BY THE ENGINEER OF RECORD.)
5. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
6. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

III. INSPECTION AND TESTING

- THE ENGINEER SHALL REQUIRE A COLOR T.V. SURVEY AND SHALL REQUIRE AN EXFILTRATION/INFILTRATION TEST PRIOR TO ACCEPTANCE. THE SURVEY AND TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.
- INSPECTIONS:
THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:
- 1.) STORM DRAINAGE
 - 2.) SANITARY SEWER
 - 3.) WATER SYSTEM SUBGRADE – SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
 - 4.) LIMEROCK BASE – SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT.
 - 5.) ASPHALTIC CONCRETE
 - 6.) FINAL WALK-THROUGH INSPECTION
 - 7.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER/SEWER MAIN PIPING AND ASSOCIATED FITTINGS, CATCH BASINS AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES

1. TEMPORARY FACILITIES
 - A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
 - B. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.

- C. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
2. TRAFFIC REGULATION
 - A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D. AND FDOT.
 - B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
 - C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE CITY BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE OUT:

1. CLEANING UP
 - A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN.
 - B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
 - C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
 - D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
 - E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
2. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
3. PROJECT RECORD DOCUMENTS
 - A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
 - B. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
4. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.

VII. STORM DRAINAGE

GENERAL

1. THE TRENCH FILTER FABRIC SHALL BE SELECTED FROM THE MANUFACTURERS AND FABRIC TYPES APPROVED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT. IT SHALL BE USED TO WRAP ALL SIDES, BOTTOM AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
2. SOLID AND PERFORATED STORM DRAINAGE PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (H.D.P.E.) SELECTED FROM THE MANUFACTURES AND TYPES APPROVED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT. PERFORATED PIPE SHALL TERMINATE 4'-0" FROM THE DRAINAGE STRUCTURE. THE REMAINING 4'-0" SHALL BE NON-PERFORATED PIPE.
3. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN, THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED.

VII. PAVING

1. GENERAL

- A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
- B. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- C. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
- D. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER MIAMI-DADE COUNTY STANDARD DETAILS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.
- E. CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CONC. CURB, CURB & GUTTER, SIDEWALK AND ASPHALT WHERE NEW SIDEWALK, CURB & GUTTER AND MEDIAN IS PROPOSED TO BE CONSTRUCTED.
- F. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE.
- G. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT INSPECTOR OR THE GEOTECHNICAL ENGINEER.

VIII. PAVEMENT MARKINGS AND TRAFFIC SIGNS

1. PAVEMENT MARKINGS

- A. INSTALLATION OF ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH FDOT STANDARDS.
 - B. MATERIALS: (1) WHERE THE PLANS CALL FOR PAINTED PAVEMENT MARKINGS (P), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. (2) WHERE THE PLANS CALL FOR THERMOPLASTIC PAVEMENT MARKINGS (T), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - C. PROTECTION: THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE.
2. TRAFFIC SIGNS

- A. INSTALLATION: TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), PART II, IN LOCATIONS SHOWN ON PLANS.
- B. MATERIALS: FOLLOW SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND M.U.T.C.D.

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHERBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovskyy@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:

Tel:
Email:

CIVIL ENGINEER:
Name:
Address:

Tel:
Email:

MEP ENGINEER:
Name:
Address:

Tel:
Email:

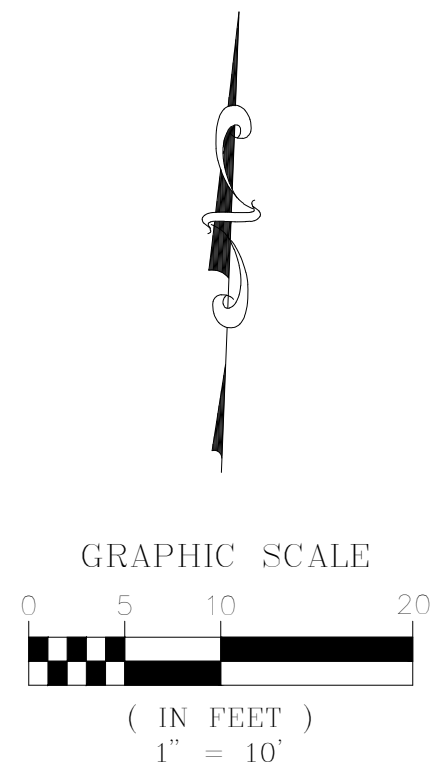
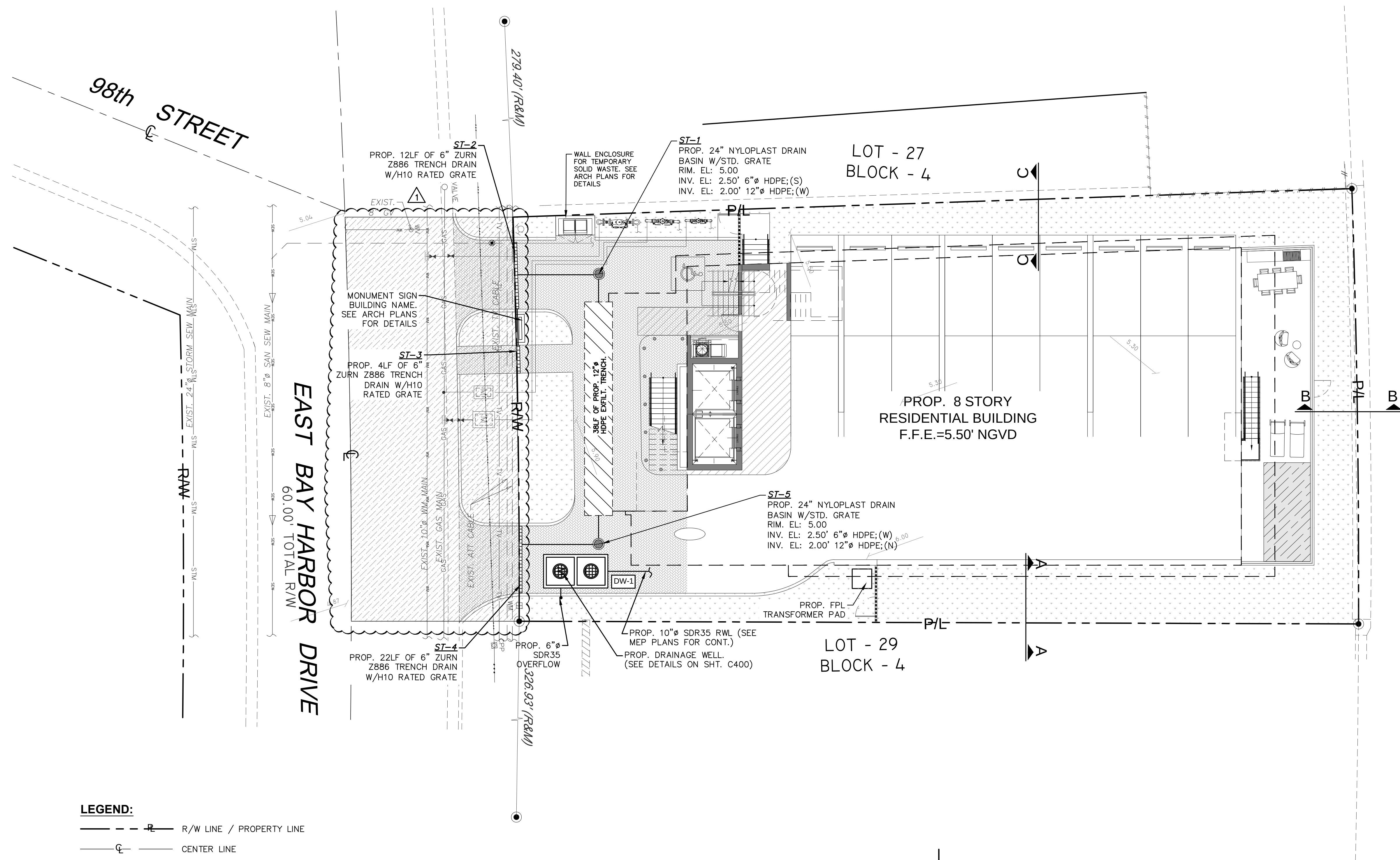
ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



GENERAL NOTES AND SPECIFICATIONS

Date: 06-14-2022	Sheet No.
Scale:	C100
Project: 2229	





Rev.	Date	Rev.	Date
1	CITY COMMENTS 8/15/22	9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (© 2019)

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

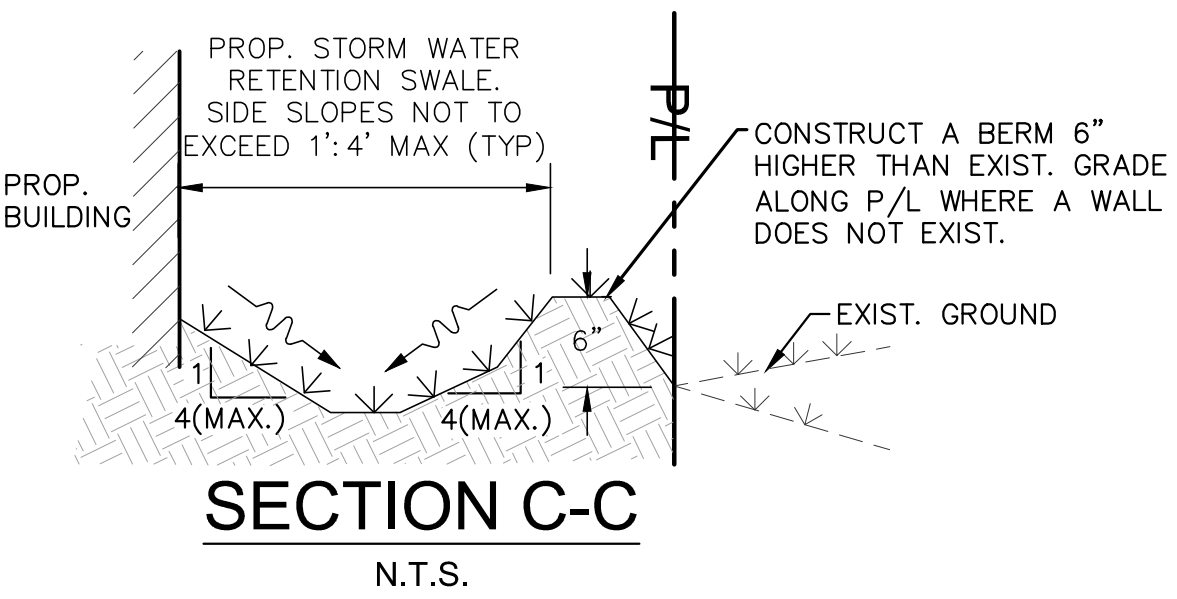
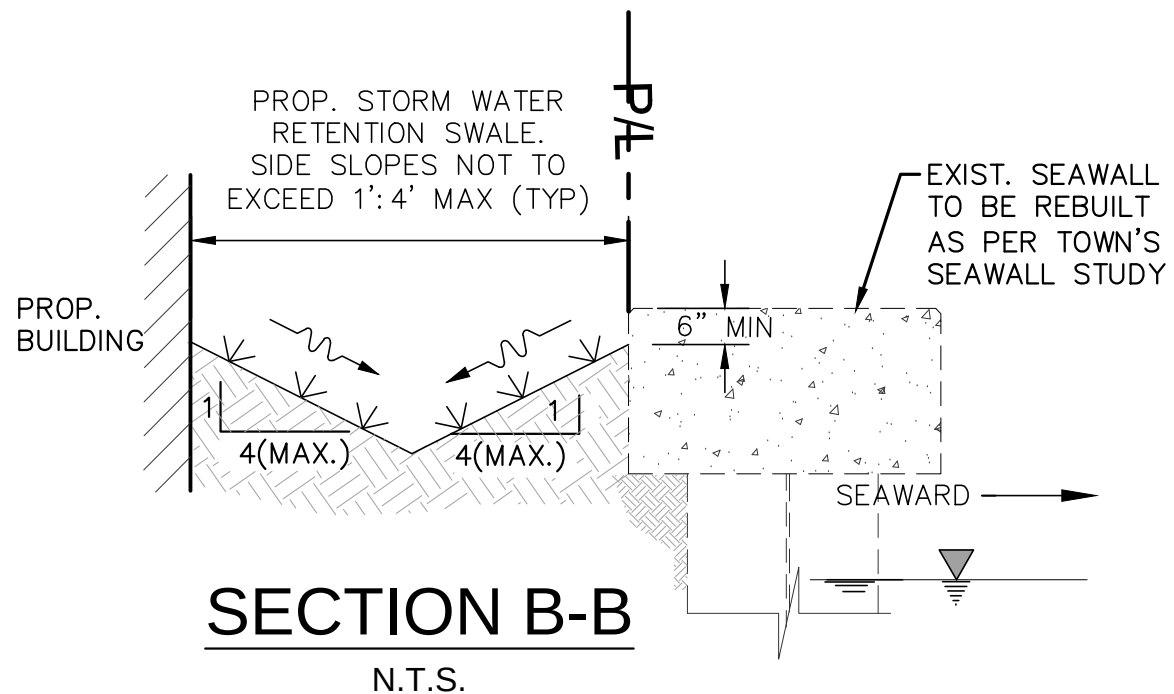
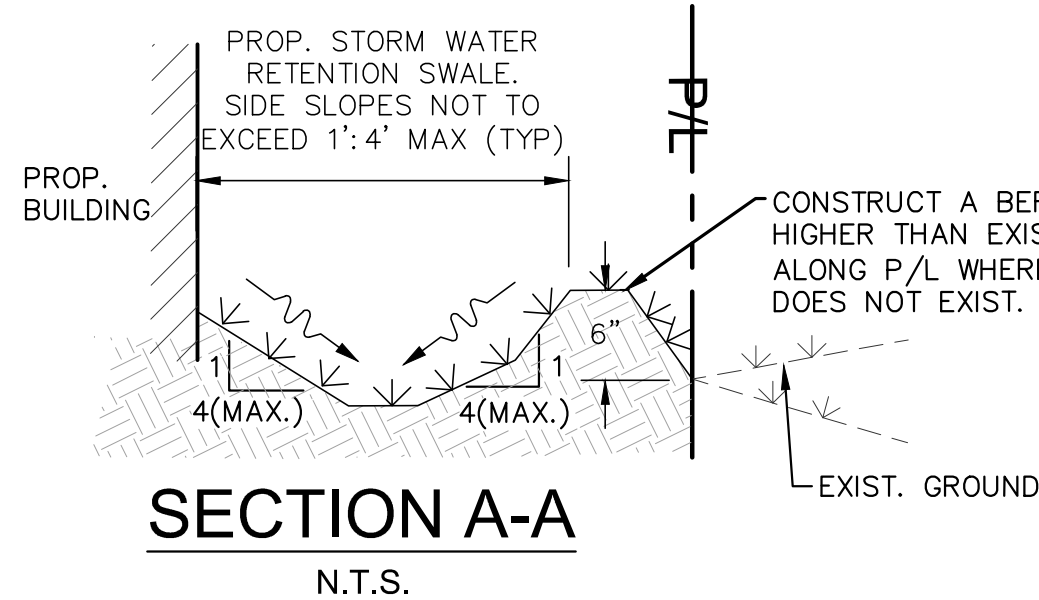


PAVING, GRADING AND DRAINAGE PLAN

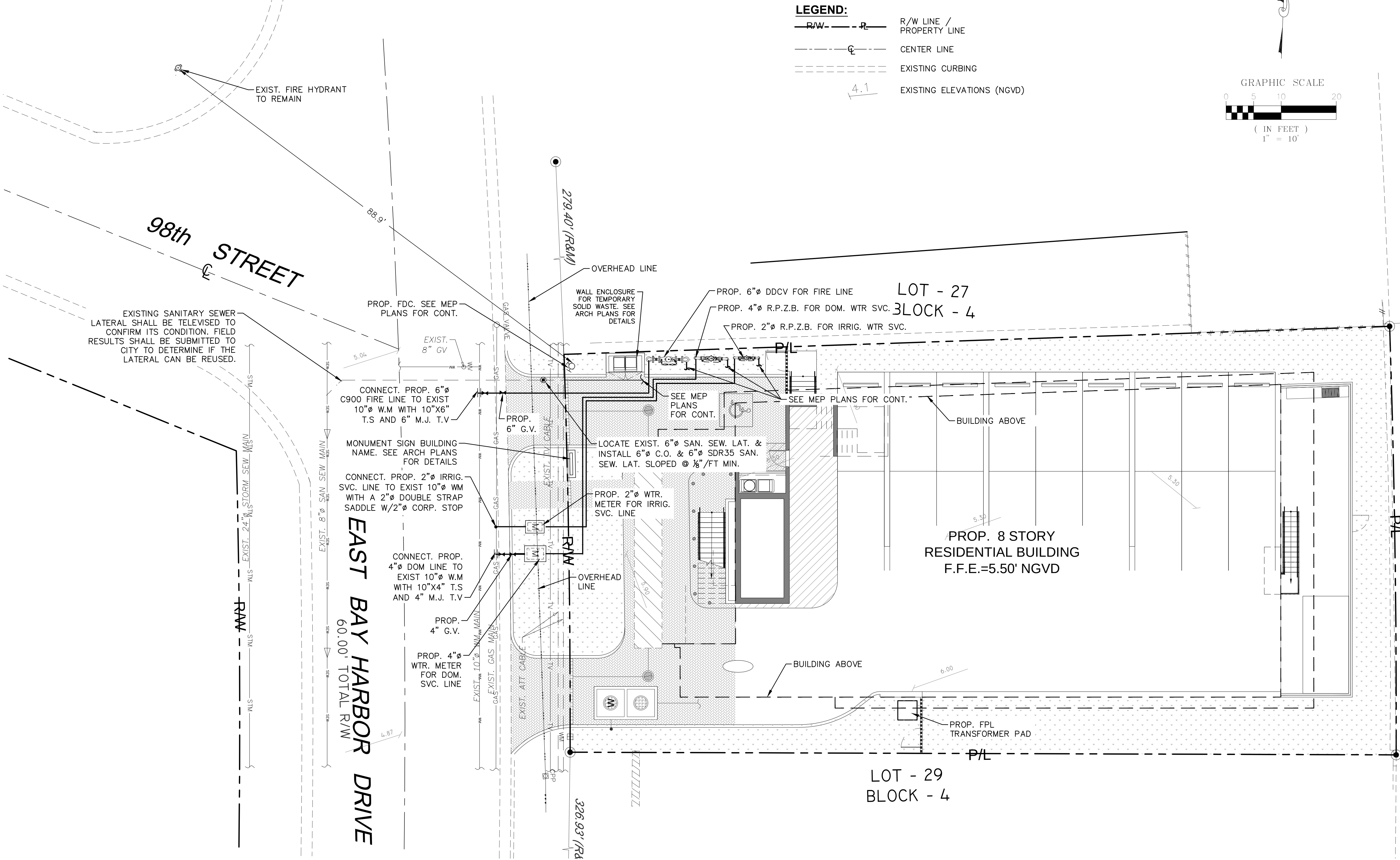
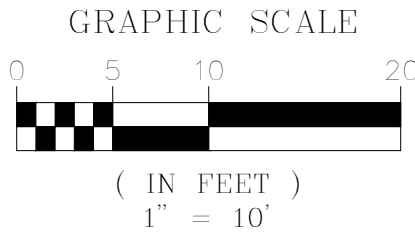
Date:	06-14-2022	Sheet No.
Scale:		C200
Project:	2229	

LEGEND:

- R/W LINE / PROPERTY LINE
- CENTER LINE
- EXISTING CURBING
- EXISTING ELEVATIONS (NGVD)
- PROP. LANDSCAPE AREA. REFER TO LA PLANS FOR DETAILS.
- PROP. WATER FEATURE (SEE ARCH. PLANS FOR DETAILS)
- PROP. EXFILT. TRENCH (SEE SHEET C400 FOR DETAILS)
- PROP. DRAINAGE WELL (SEE SHT. C400 FOR DETAILS)
- PROP. DRIVEWAY
- LIMITS OF MILLING AND RESURFACING. MILL AN AVERAGE OF 1" USING SP-9.5



LEGEND:
-R/W- -R- R/W LINE /
PROPERTY LINE
-C- CENTER LINE
--- EXISTING CURBING
4.1 EXISTING ELEVATIONS (NGVD)



Rev.	Date	Rev.	Date
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOB KARP AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOB KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA 03 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

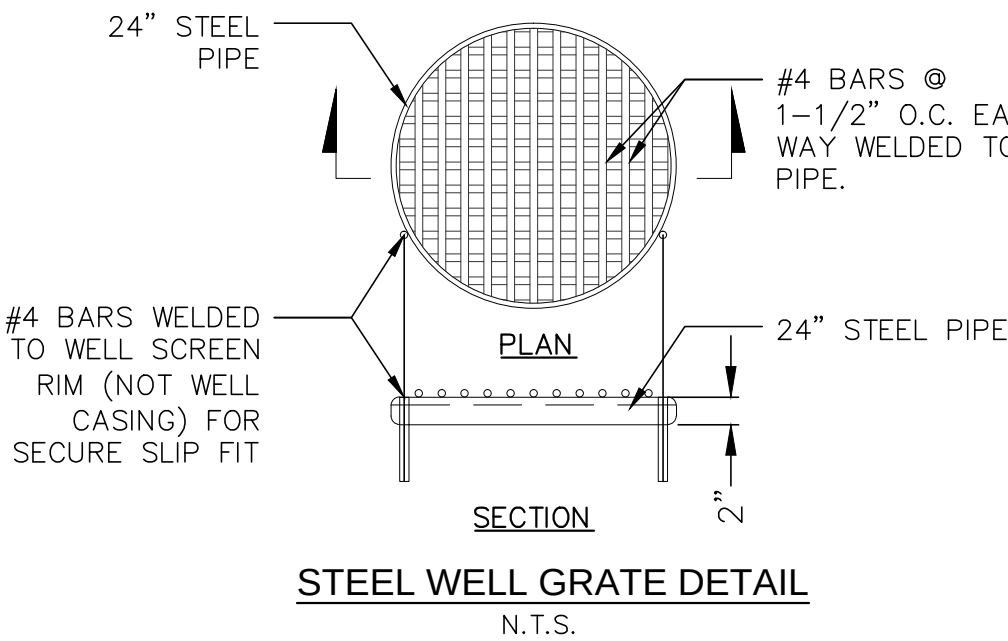
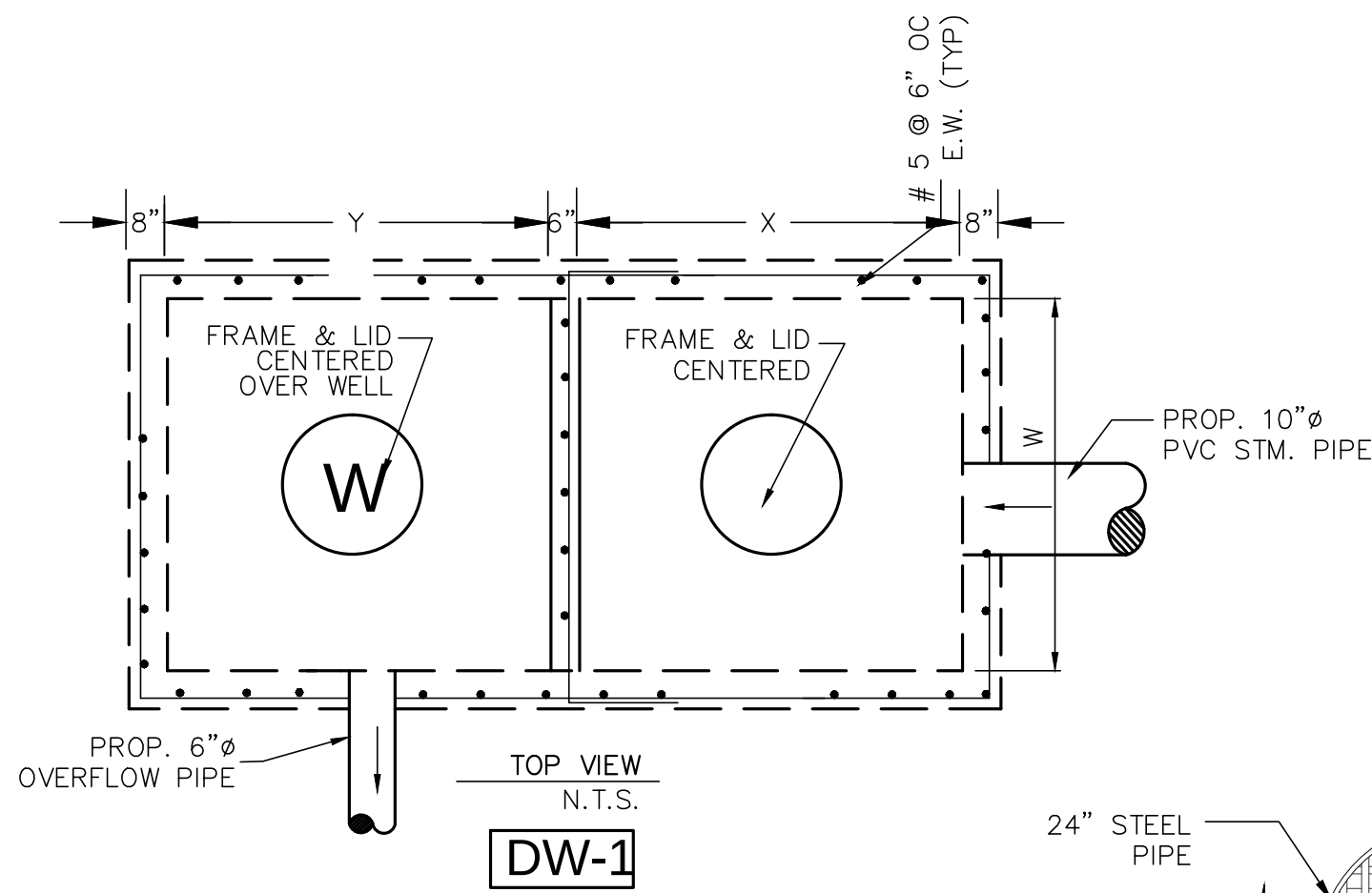
ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



WATER AND SEWER PLAN

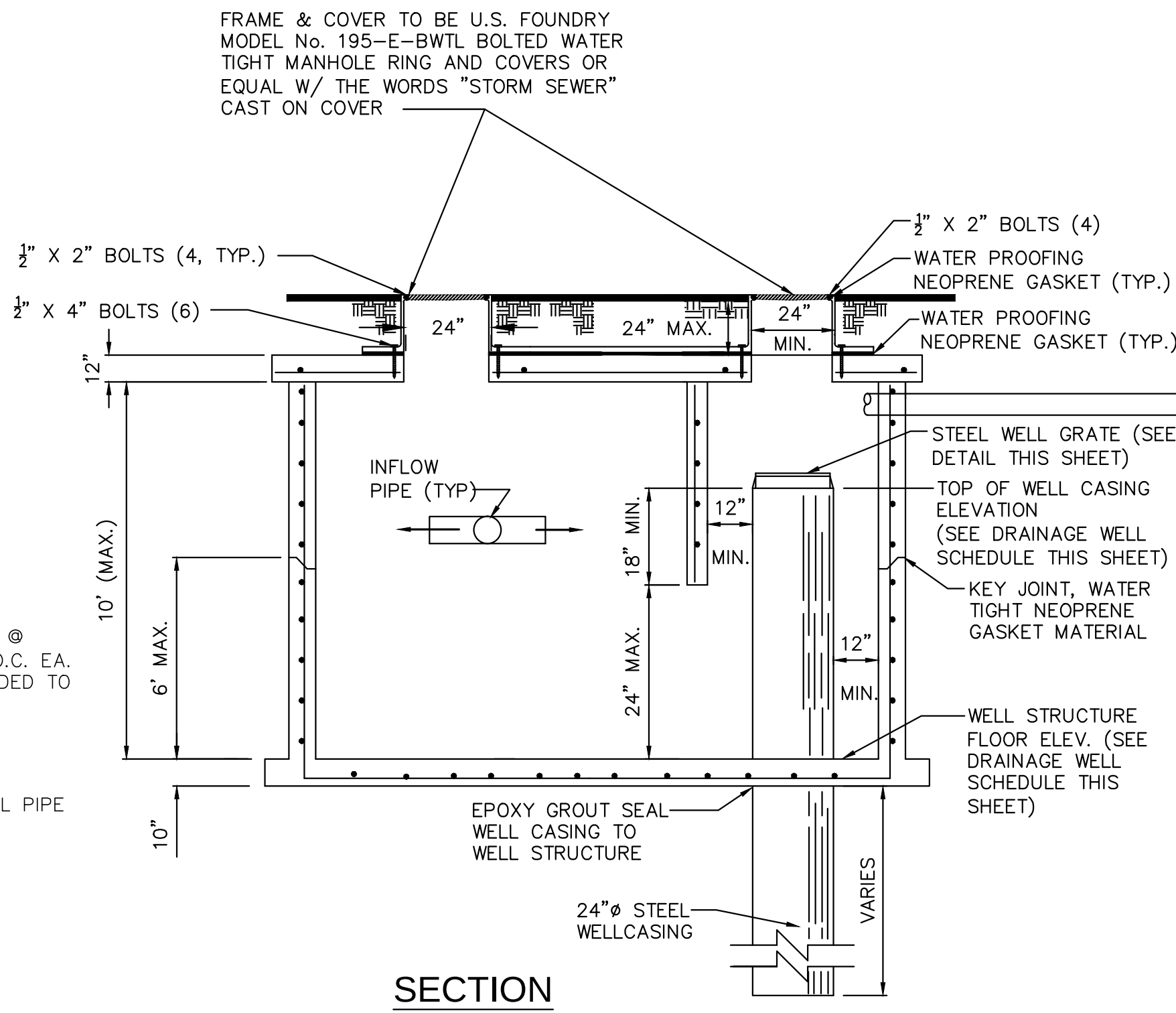
Date: 06-14-2022	Sheet No.
Scale:	C300
Project: 2229	





NOTES FOR DRAINAGE WELL :

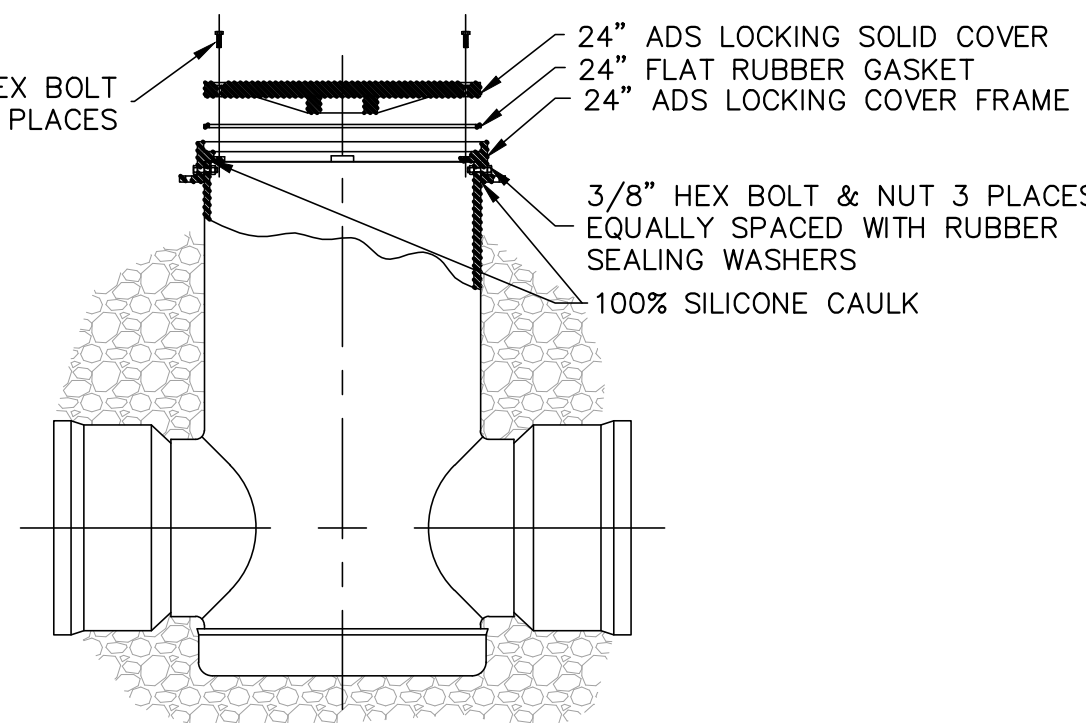
1. INJECTION WELL SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDEP CHAPTER 52.528 UNDERGROUND INJECTION CONTROL PROGRAM RULES, AND MUST PROVIDE THE OPTIMUM RECHARGE FLOW RATE INTO THE "G-III AQUIFER". FDEP CHAPTER 520.410 DEFINES THE G-III AQUIFER AS "NON-POTABLE WATER UNCONFINED AQUIFER WITH A DISSOLVED SOLID CONTENT EQUAL TO OR GREATER THAN 10,000 MG/L; ...".
2. BOTTOM OF WELL CASING SHALL BE PLACED NO SHALLOWER THAN THE 10,000 MG/L INTERFACE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD IF THE FIELD CONDITIONS LOCATES THE 10,000 MG/L INTERFACE TO BE SHALLOWER OR DEEPER THAN THE LIMITS SET HEREIN. THE OPEN HOLE AREA OF THE WELL SHALL BE PLACED TO PROVIDE THE OPTIMUM FLOW THROUGH THE AQUIFER.
3. UPON COMPLETION OF THE INSTALLATION OF THE FIRST INJECTION WELL, THE CONTRACTOR SHALL PERFORM A RECHARGE CAPACITY FLOW TEST AND PROVIDE THE RESULTS OF SUCH FLOW TEST TO THE ENGINEER OF RECORD FOR REVIEW, PRIOR TO THE INSTALLATION OF ANY MORE WELLS. IF THE FIELD CONDITIONS DIFFER, AND THE REQUIRED *WELL RECHARGE RATE OF 450 GPM/FT OF HEAD* CANNOT BE ACHIEVED, THE CONTRACTOR WOULD BE REQUIRED TO PROVIDE A PLAN OF ACTION TO REMEDY THE DEFICIENT CAPACITY.
4. STEEL WELL GRATE TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.



STORM DRAINAGE DISPOSAL WELL

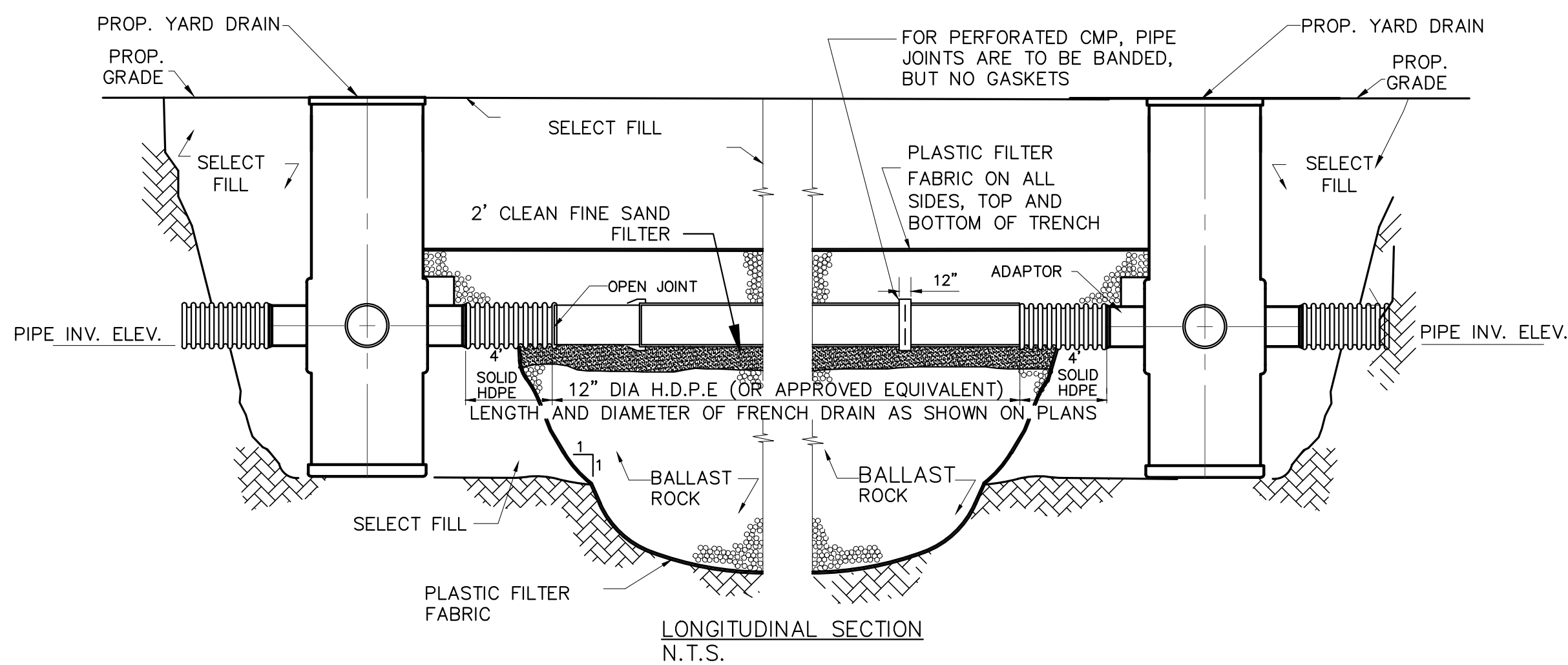
N.T.S.

DRAINAGE WELL SCHEDULE											
STRUCT. NO.	FRAME & LID	W	X	Y	INVERT			M.H. RIM ELEVATION	WELL CASING ELEVATION	STRUCTURE FLOOR ELEVATION	REMARKS
					E	N	S				
DW-1	USF E-BWTL	5.0'	5.0'	5.0'	2.10'			2.30'	4.30'	2.20'	-1.30'



FRAME ATTACHMENT TO DRAINAGE BASIN DETAIL

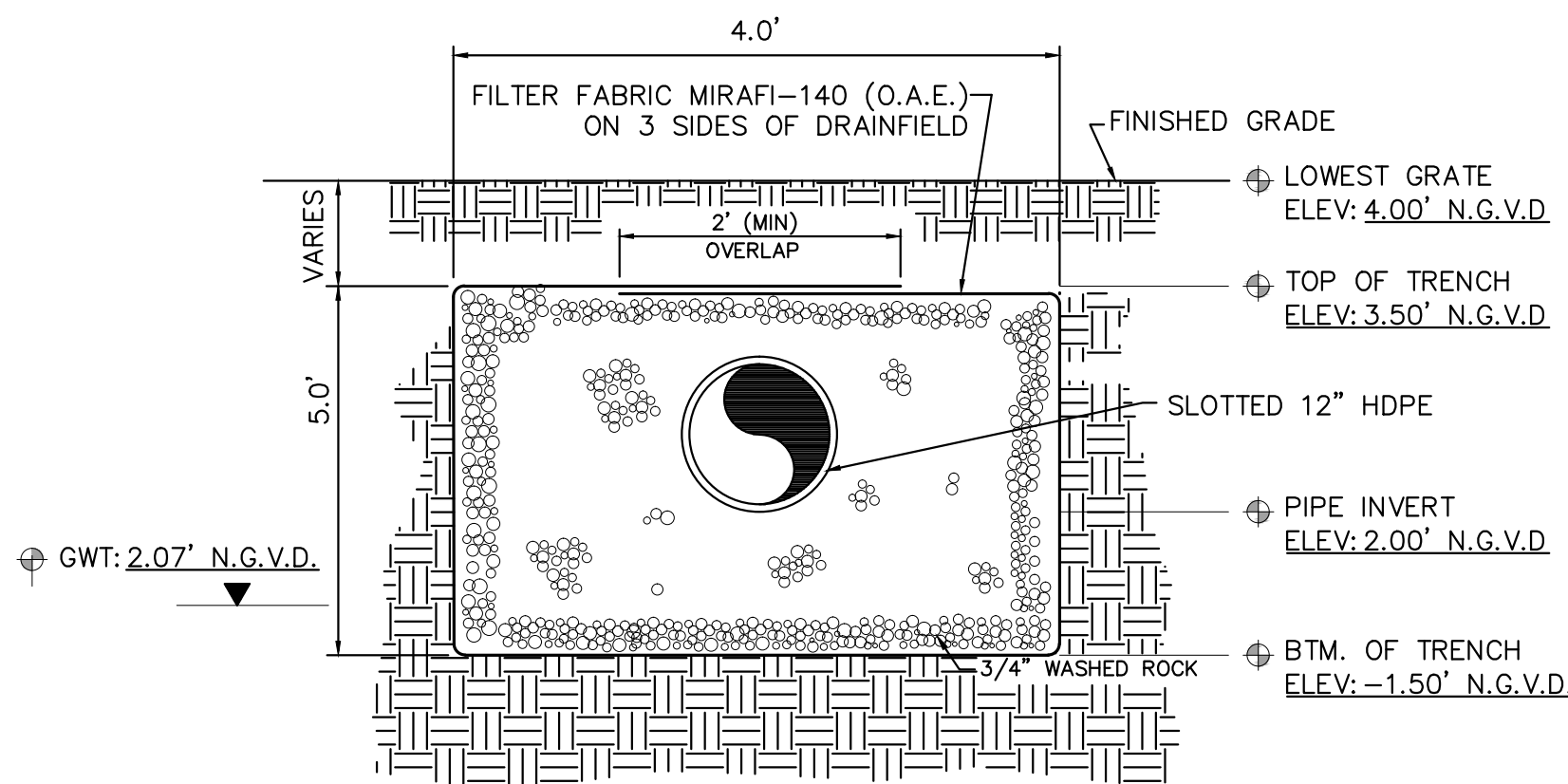
N.T.S.



NOTE:

AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.

TYPICAL CATCH BASIN AND EXFILTRATION TRENCH DETAIL W/ 2' CLEAN FINE SAND FILTER



EXFILTRATION TRENCH FOR 12" SLOTTED HDPE

N.T.S.



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. ALL RIGHTS RESERVED.

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

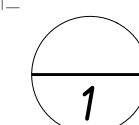
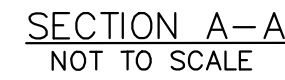
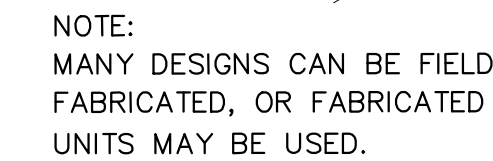
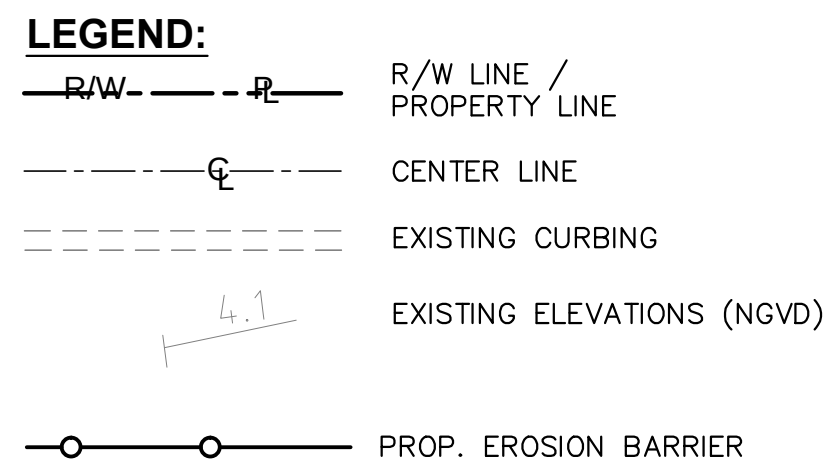
MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

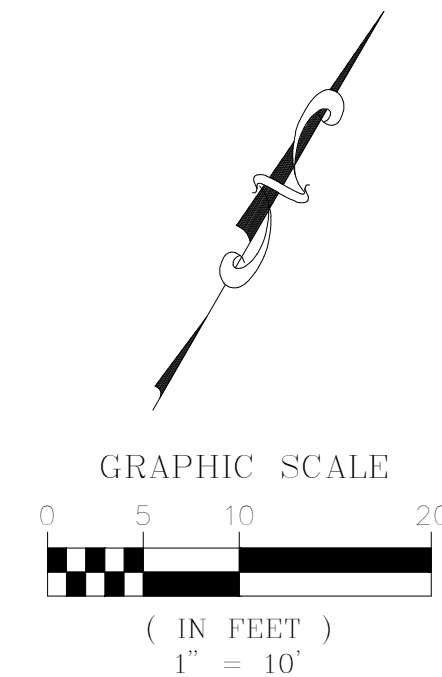


DRAINAGE DETAILS

Date:	06-14-2022	Sheet No.	C400
Scale:			
Project:	2229		



1. REGULAR MAINTENANCE SHALL BE EXECUTED IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE THE WINDSCREEN DOES NOT TEAR OR DETACH FROM THE FENCE.



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		15	
7		16	
8		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOB&K ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (c) 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextroyanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:

Tel:
Email:

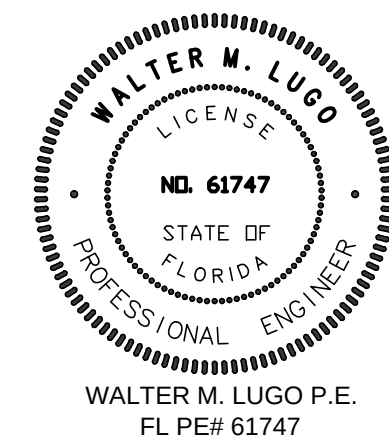
CIVIL ENGINEER:
Name:
Address:

Tel:
Email:

MEP ENGINEER:
Name:
Address:

Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

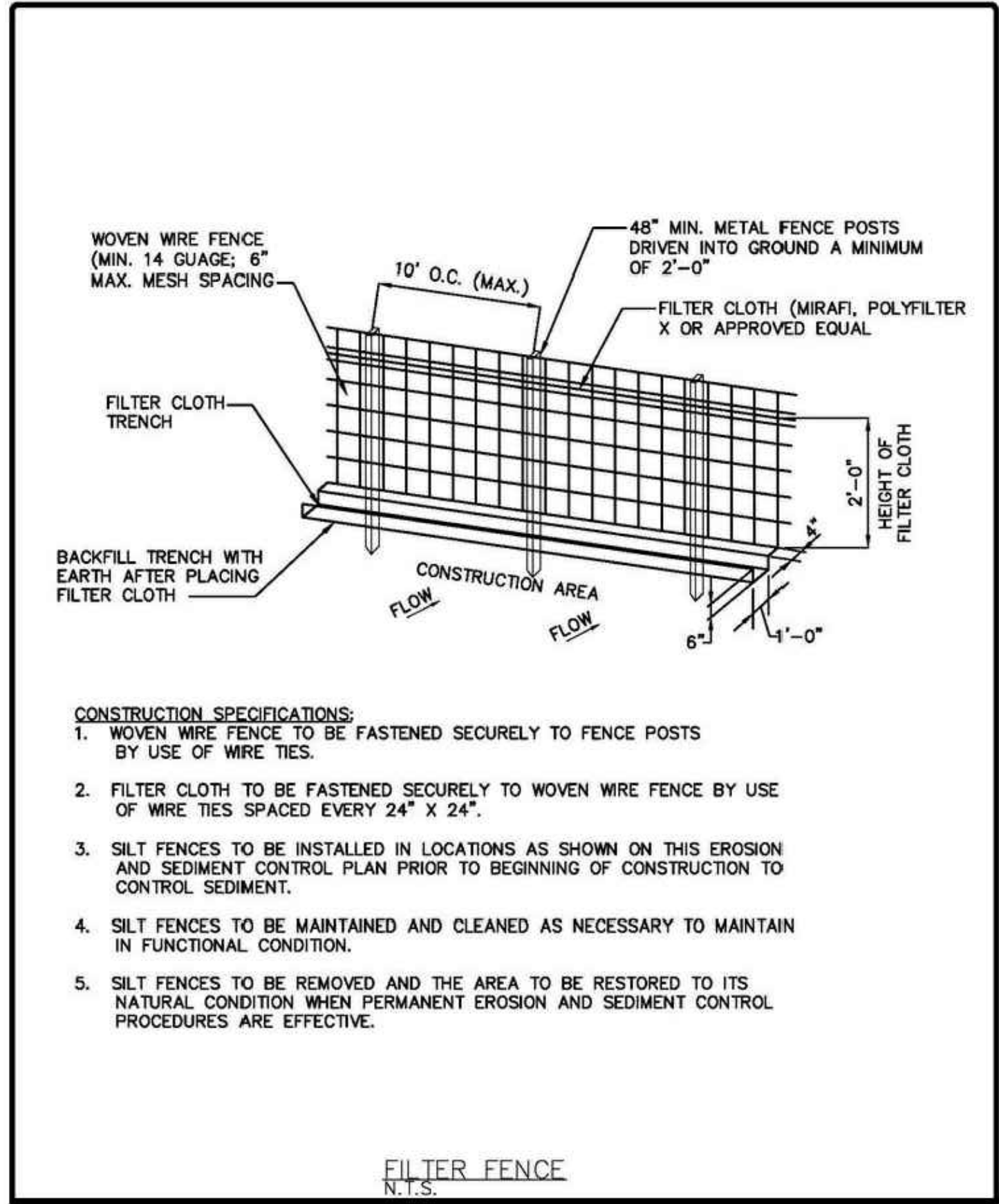


SEDIMENTATION AND EROSION CONTROL PLAN

Date: 06-14-2022	Sheet No. C500
Scale:	
Project: 2229	

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig.



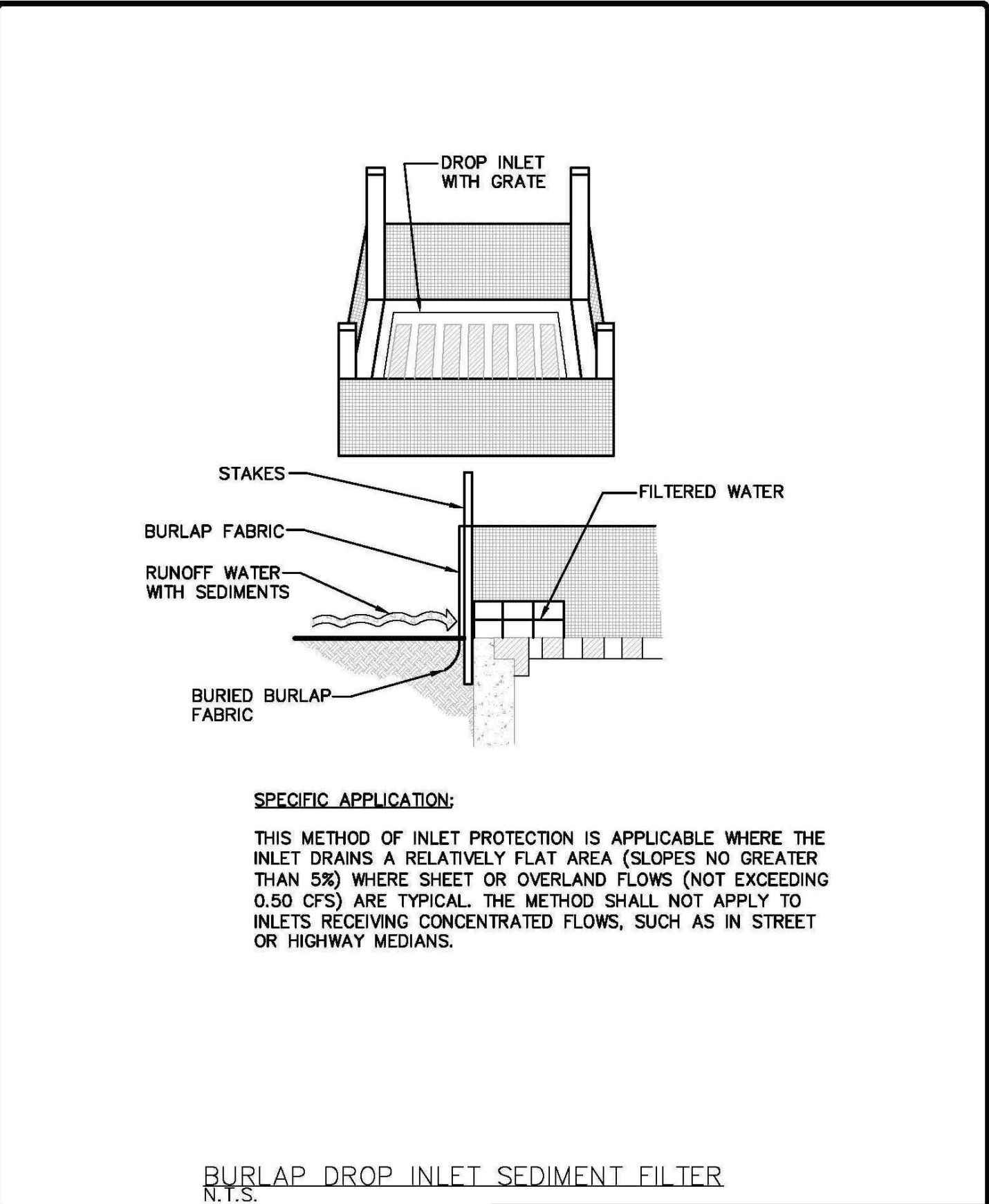


EROSION AND SEDIMENT CONTROL GENERAL NOTE:

THE FOLLOWING ARE BEST MANAGEMENT PRACTICES (BMP'S) DETAILS AND SPECIFICATIONS. IN ADDITION TO THE STANDARDS PER FDOT INDEX 100, 101, 102, 103, AND 104, AS WELL AS PER FLORIDA'S EROSION AND SEDIMENT CONTROL MANUAL, AND ARE ONLY A SUGGESTED APPROACH DEVELOPED FOR USE BY THE OWNER/CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES TO COMPLY WITH FLORIDA NPDES STORM WATER CONSTRUCTION ACTIVITY, AS ESTABLISHED BY FDEP.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT THE BEST MANAGEMENT PRACTICE THAT ARE APPROPRIATE FOR THE PROJECT'S SITE SPECIFIC CONDITIONS DURING THE LIFE OF THE CONSTRUCTION ACTIVITIES.

EROSION AND SEDIMENT CONTROL GENERAL NOTE
N.T.S.



1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
 2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
 3. ADDITIONAL PROTECTION - ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORSEEN CONDITIONS OR ACCIDENTS.
 4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
 5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/8-INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
 6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
 7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
 8. BALE SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
 9. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
 10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
 11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
 12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALE STO PREVENT WATER FROM ENTERING BETWEEN BALES.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL.
 14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
 15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
 16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
 17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
 18. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
 21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
 23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
 24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
 26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
 27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
 28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
 29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
 30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
 31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
 32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.
 33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
 34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
 35. A MINIMUM OF ONE OF THE EROSION CONTROL MEASURE OPTIONS SHOWN FOR ALL DROP INLETS WILL BE USED BY THE CONTRACTOR.
 36. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
 37. SILT FENCES OR HAYBALES WILL BE USED ALONG BOTH SIDES OF LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP ARCHITECTURE, INC. AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE, INC. AIA (1) 2019

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHEROOK, IL 60062
Tel: 847-436-7777
Email: alextroyanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



**SEDIMENTATION & EROSION
CONTROL NOTES**

Date:	06-14-2022	Sheet No.
Scale:		C600
Project:	2229	



98th STREET

EAST BAY HARBOR DRIVE
60.00' TOTAL R/W

LEGEND:

- R/W LINE / PROPERTY LINE
--- CENTER LINE
--- EXISTING CURBING
4.1 EXISTING ELEVATIONS (NGVD)

- PROP. LANDSCAPE AREA.
REFER TO LA PLANS FOR
DETAILS.
PROP. WATER FEATURE (SEE
ARCH. PLANS FOR DETAILS)
PROP. DRIVEWAY

PROP. 24" WIDE SOLID
WHITE THERMOPLASTIC
STOP BAR.
MONUMENT SIGN BUILDING
NAME. SEE ARCH PLANS
FOR DETAILS

PROP. (R1-1) STOP SIGN,
(R5-1) DO NOT ENTER

PROP. SOLID WHITE
THROUGH ARROW

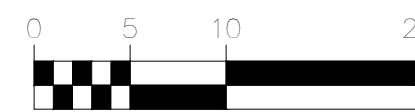
PROP. SOLID WHITE
THROUGH ARROW

LOT - 27
BLOCK - 4

PROP. 8 STORY
RESIDENTIAL BUILDING
F.F.E.=5.50' NGVD

LOT - 29
BLOCK - 4

GRAPHIC SCALE



(IN FEET)
1" = 10'

Rev.	Date	Rev.	Date
1	CITY COMMENTS	9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (© 2019)

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

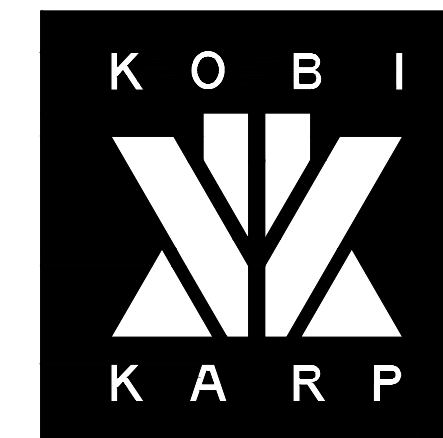
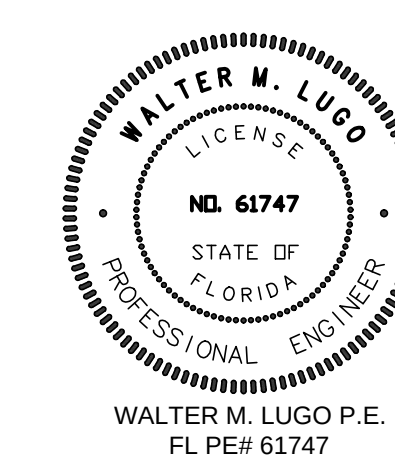
OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

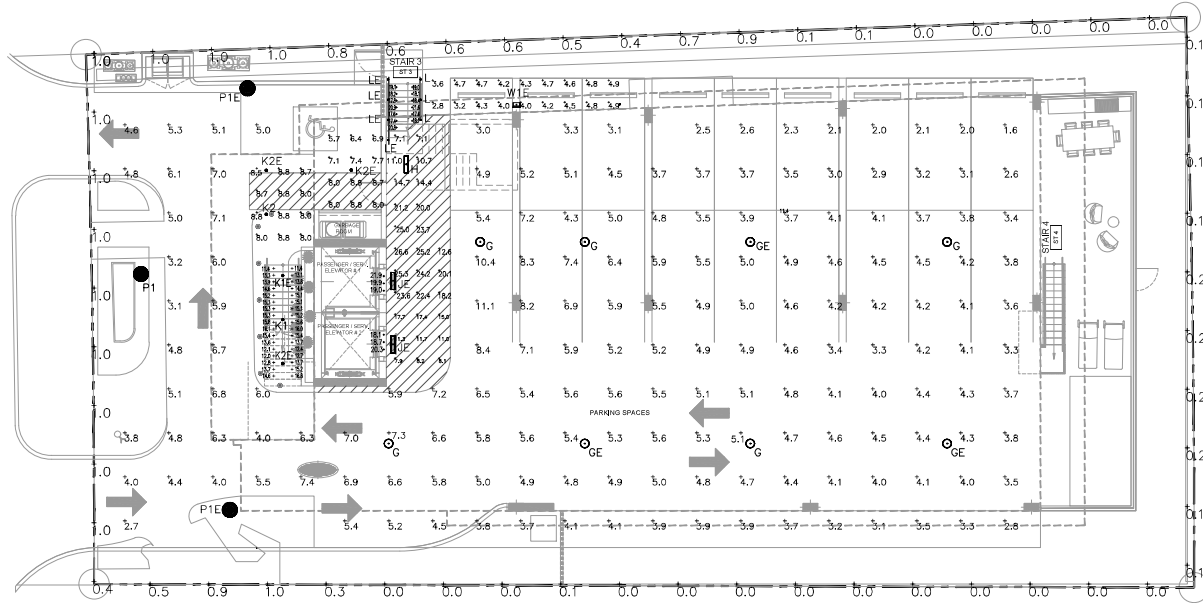


SIGNANCE AND STRIPING PLAN

Date:	06-14-2022	Sheet No.
Scale:		C700
Project:	2229	

Sunshine811
Call 811 or visit sunshine811.com two full
business days before digging to have
buried facilities located and marked.
Check positive response codes before you dig!

OCEAN
ENGINEERING
CIVIL ENGINEERING CONSULTANTS
8101 BISCAYNE BLVD UNIT 502, MIAMI FL 33156
Phone: 786-293-5322 (CALL), 786-456-0288 (TOLL FREE)
Email: wlp@oceanengineering.com



1 LEVEL 1-PHOTOMETRIC PLAN
SCALE=1/8"=1'-0"

SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	LLF	LUMINAIRE LUMENS	LUMINAIRE WATTS
	5	G	Single	Lithonia Lighting	VCPG LED P1 30K TSW MVOLT	SURFACE	N/A	0.900	3592	26.57
	3	GE	Single	Lithonia Lighting	VCPG LED P1 30K TSW MVOLT	SURFACE	GENERATOR	0.900	3592	26.57
	1	H	Single	Lithonia Lighting	FEM L24 2000LM LPAFL WD 80CRI 30K	SURFACE	N/A	0.760	1979	13.36
	2	JE	Single	Lithonia Lighting	FEM L24 6000LM LPAFL WD 80CRI 40K	WALL	GENERATOR	0.760	5702	39.23
	1	K1	Single	BEGA-US	24 404 K3	SURFACE	GENERATOR	0.900	918	12
	1	K1E	Single	BEGA-US	24 404 K3	SURFACE	GENERATOR	0.900	918	12
	1	K2	Single	BEGA-US	24 409 K3	SURFACE	N/A	0.900	901	12
	3	K2E	Single	BEGA-US	24 409 K3	SURFACE	GENERATOR	0.900	901	12
	3	L	Single	ALPHABET LIGHTING	750S 30K VA ASYMMETRIC 75DEG	HANDRAIL	N/A	0.860	168	1
	4	LE	Single	ALPHABET LIGHTING	750S 30K VA ASYMMETRIC 75DEG	HANDRAIL	GENERATOR	0.860	168	1
	1	P1	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-III-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	N/A	0.900	3774	52
	2	P1E	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-III-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0.900	3774	52
	1	W1E	Single	Lithonia Lighting	WDGE2 LED P1 30K 80CRI T15	WALL MOUNTED: 8' A.F.F.	GENERATOR	0.900	1157	11.17

LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
ELEV 1 PIT_Floor	Illuminance	Fc	24.37	44.9	16.4	1.49	2.74
ELEV 2 PIT_Floor	Illuminance	Fc	24.67	45.6	16.8	1.47	2.71
ELEV AREA	Illuminance	Fc	18.02	26.6	7.9	2.28	3.37
ELEV THRESHOLDS	Illuminance	Fc	19.65	21.9	18.1	1.09	1.21
PARKING & DRIVE	Illuminance	Fc	4.73	11.1	1.6	2.96	6.94
SPILL	Illuminance	Fc	0.71	3.1	0.0	N.A.	N.A.
STORAGE AREA	Illuminance	Fc	7.87	14.7	4.2	1.87	3.50
WALKING AREA	Illuminance	Fc	2.3	4.9	1.8	1.27	2.7
FRONT STAIR	Illuminance	Fc	15.11	22.0	11.4	1.33	1.93
STAR 3	Illuminance	Fc	18.89	25.2	15.1	1.25	1.67



Rev.	Date	Rev.	Date
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PACE RIVER DRIVE
PUNTA GORDA, FL 33853
Tel: 888-684-2018

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISBANE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-419-2008

MEP ENGINEER:
Name: REYES-GAVILAN CONSULTING ENGINEERS, INC.
Address: 16252 NW 79TH AVE.
MIAMI, FLORIDA 33196
Tel: 305-638-2644

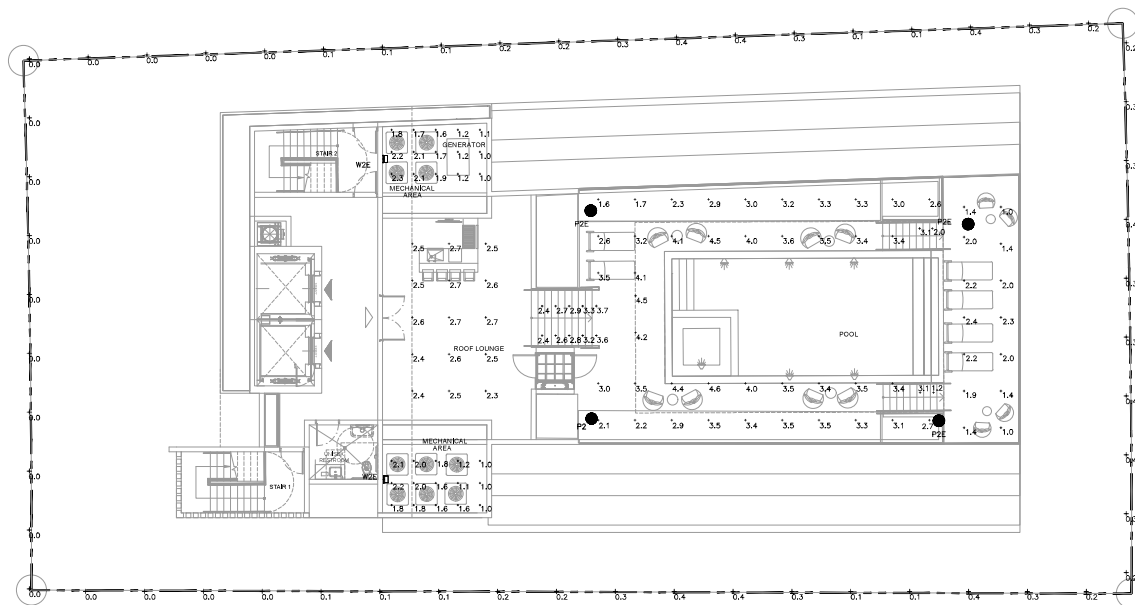
ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
MIAMI, FLORIDA 33137 USA
Tel: 305-573-3768
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date: 07-28-2022
Scale:
Project: 2229

Sheet No.
PH-1



1 ROOF DECK-PHOTOMETRIC PLAN

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

LUMINAIRE SCHEDULE									
Scene: NORMAL									
SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	ELF	LUMINAIRE LUMENS
	1	P2	Single	SUN VALLEY LIGHTING	VP2-R-VLED-IV-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	N/A	0,900	3675
	3	P2E	Single	SUN VALLEY LIGHTING	VP2-R-VLED-IV-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0,900	3675
	2	W2E	Single	Uthmanya Lighting	WDGE2 LED P0 30K 80CRI T4M	WALL MOUNTED: 8' A.F.F.	GENERATOR	0,900	679
LUMINAIRE WATTS									
									52
									52
									6.89

CALCULATION SUMMARY							
Scene: NORMAL							
LABEL	CALC. TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
MECH AREA	Illuminance	Fc	1.60	2.3	1.0	1.60	2.30
SPILL	Illuminance	Fc	0.17	0.4	0.0	N.A.	N.A.
ROOF DECK	Illuminance	Fc	2.82	4.6	1.0	2.82	4.60

Rev.	Date	Rev.	Date
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PEACE RIVER DRIVE
PUNTA GORDA, FL 33883
Tel: 888-684-5018

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISCAVIE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-419-2008

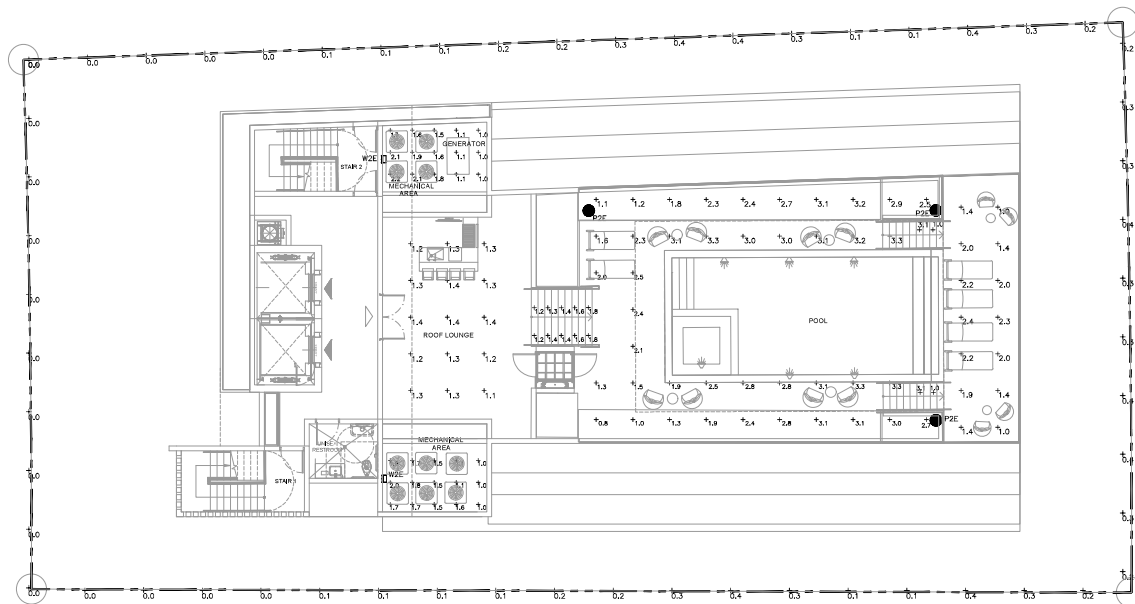
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33146
Tel: 305-628-2644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305-573-1618
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date:	07-28-2022	Sheet No.	PH-3
Scale:			
Project:	2229		



1 ROOF DECK-EMERGENCY PHOTOMETRIC PLAN

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

LUMINAIRE SCHEDULE										
Scene: EMERGENCY										
SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	LLF	LUMINAIRE LUMENS	LUMINAIRE WATTS
	3	PZE	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-IV-48LED-350ma-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0.900	3675	52
	2	WZE	Single	Lithonia Lighting	WGE2 LED PD 30K ROOF 14M	WALL MOUNTED: 8' A.F.F.	GENERATOR	0.900	679	6.89

CALCULATION SUMMARY							
Scene: EMERGENCY							
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
MECH AREA	Illuminance	Fc	1.49	2.2	1.0	1.49	2.20
SPILL	Illuminance	Fc	0.16	0.4	0.0	N/A	N/A
ROOF DECK	Illuminance	Fc	1.96	3.3	0.8	2.45	4.13

Rev.	Date	Rev.	Date
1		1	
2		2	
3		3	
4		4	
5		5	

THIS DOCUMENT IS THE PROPERTY OF KOBEL KARP ARCHITECTURE AND INTERIOR DESIGN, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KOBEL KARP ARCHITECTURE AND INTERIOR DESIGN, INC.

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PEACE RIVER DRIVE
PLANTA GORDA, FL 33863
Tel: 841-664-3016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISQAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 754-419-2008

MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79TH AVE.
MIAMI, FLORIDA 33146
Tel: 305-628-2644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305-573-3618
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date:	07-28-2022	Sheet No.	PH-4
Scale:			
Project:	2229		

Excerpt of Proceedings
November 01, 2022

Bay Harbor Islands Building Department
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, FL 33154

Tuesday, 11/1/2022

7:04 p.m. to 9:49 p.m.

EXCERPT OF PROCEEDINGS

APPEARANCES:

TOWN MANAGER: MARIA D. LASDAY

BOARD MEMBER: WESLEY KEAN (Architect)
CHAIR PERSON: STEVEN HURWITZ

BOARD MEMBER: ALAN BEBCHIK
BOARD MEMBER: JANET ADLER

BUILDING DEPARTMENT DIRECTOR: MIKE MESA
ARCHITECT: Robert SCHNECKENBERG

PROJECT MANAGER: Sarah Amritt
ARCHITECT: KOBI KARP

ARCHITECT: Eduardo Shamosh

TOWN ATTORNEY: (FILLING IN FOR JOSEPH GELLER)

Greenspoon Marder LLP
CityPlace Tower, Suite 900

525 Okeechobee Blvd
West Palm Beach, FL 33401-6349

Office: 561-227-2370
skip.miller@gmlaw.com

Morris Gary Miller "Skip"

ATTORNEY:

Pathman Lewis, LLP
2 S Biscayne Blvd Ste 2400

Miami, FL 33131-1810
Office: 305-379-2425

dsacks@pathmanlewis.com
David Eric Sacks

ATTORNEY:

Bercow Radell Fernandez & Larkin PLLC
200 S Biscayne Blvd Ste 300

Miami, FL 33131-5322
Office: 305-374-5300

mamster@brzoninglaw.com
Matthew G Amster

ATTORNEY:

Wernick & Co.
320 Miracle Mile Ste 203

Miami, FL 33134-5821
Office: 786-232-0900

jar@wernickco.com
Joseph Adam Ruiz

APPEARANCES (CONTINUED):

Wernick & Co.

320 Miracle Mile Ste 203
Miami, FL 33134-5821

Office: 786-232-0900
Erin Grafton - Senior Planner

PUBLIC:

KELLY REID
JEROME HYAFIL

TRAVIS HARRISON
FRANCIS NUHUT

MICHAEL MILLER
MATTHEW BARNARD

* * * * *

1 MR. HURWITZ: Okay? All right. So third item
2 is request for approval for new multifamily
3 dwelling for 9781 Bay Harbor Development, LLC,
4 located 9781 East Bay Harbor Drive, lot 28 of block
5 four. On April 17th, 2018, the board reviewed and
6 approved site development plan. However, the
7 developer failed to move forward with obtaining
8 building permits and has received several
9 extensions COVID-19 state declarations and orders.
10 A new developer submitted a new site development
11 application. The developer is proposing to
12 construct a new nine dwelling unit mid-rise
13 development. The proposed site design incorporates
14 one rectangular shape building on top of a one-
15 story parking garage structure at grade. Proposed
16 building is eight stories in height, seven floors
17 of residential use over one story of parking garage
18 and common areas at max 75 feet above BFE plus one-
19 inch FBC freeboard main roof deck. The dwelling
20 units will range in size between 3210 to 4574
21 square feet of AC space plus balconies. The
22 proposed building would not require any TDRs. The
23 floor is yours.

24 MR. RUIZ: Presentation done. Good evening
25 board. My name is Joe Ruiz with law offices at 320

1 Miracle Mile, suite 203. I'm here on behalf of the
2 applicant 9781 Bay Harbor Drive Development, LLC.
3 With me from my office is Steve Wernick and Erin
4 Grafton. Also, from Kobi Karp Architecture we have
5 Kobi Karp, we have Maurizio Bravo and we have
6 Marcus De San Leon. Also, we have Ecopacheco, the
7 landscape architect. We have Juan Pacheco here with
8 us tonight. And lastly, on behalf of the applicant,
9 we have Alex Tarnovsky who flew in from Chicago to
10 be here with us tonight. So as you mentioned,
11 Chair, we're here before you on application seeking
12 site plan approval that would allow for the
13 construction of a new eight story, nine dwelling
14 unit mid-rise residential development with 18
15 parking spaces located at 9781 East Bay Harbor
16 Drive.

17 By way of background, in May 2018, a nine unit
18 residential development was approved by the PZB.
19 That approval is still valid. However, the property
20 was subsequently sold after the approval. And the
21 current owner wanted to come back and update the
22 project and enhance the project, which is the
23 application that you have here before you today. So
24 if approved, the application would supersede and
25 replace that 2018 approval.

1 This is a waterfront site comprised of one
2 platted lot that is approximately 11,249 square
3 feet. The lot is currently vacant. The property has
4 a future and land use map designation of medium
5 high density residential. And the property has a
6 zoning district classification of RM1. To its north
7 is the Elegant 8 condominium. To the east we have
8 the Indian Creek waterway and to the west we have a
9 one- and two-story apartment complex. Directly to
10 the south is the 15 story Carroll Walk Condominium.
11 Based on the lot size, a nine dwelling units would
12 be allowed at the maximum base density of 34
13 dwelling units an acre. Chair, as you mentioned
14 before, there are no TDRs required for this
15 project.

16 The application was presented to the design
17 review committee on September 13th where it was
18 recommended for approval. As part of this
19 application, we're also seeking approval to provide
20 tandem parking per section 2330F. All of the 18
21 required parking spaces are tandem spaces with one
22 set of tandem spaces per unit. There are no
23 mechanical lifts being provided as part of this
24 application. Unlike the May 2018 proposal that
25 satisfied the parking requirements with mechanical

1 lifts. We're also seeking approval for screening to
2 be provided on the parking garage in order to
3 accommodate the tandem parking spaces and not
4 require the mechanical lifts. The parking extends
5 out from under the building, which is being
6 screened from the adjacent parcels using angled
7 metal louvres that Kobi will speak to momentarily.
8 And unless there's any questions, I will then turn
9 it over to Kobi Karp.

10 MR. KARP: Cool.

11 Hi, good evening. My name is Kobi Karp. Good
12 to see you all. Good to see you. So if you allow
13 me, I'll just take you through the presentation. So
14 this is an image from the waterway. You can see
15 that what we're trying to do is make it into a
16 high-end building. Also, the front, we have met
17 with your staff and have worked very closely with
18 them. They've been very kind and very helpful to
19 us. The materials and the finishes that Alex is
20 looking to put in the building are high end
21 materials and finishes throughout. Landscaping
22 wrapping all the way around. I have a colored
23 landscape plan as well right here on the bottom
24 left-hand side. And also, I have a rooftop that
25 shows the landscaping in it.

1 This is the green space all the way around. We
2 have a pool and mini tea area for the lana level
3 that steps down to the waterway. We have the
4 typical units on the building. We have had an
5 opportunity to sit with staff and essentially
6 create luxury building with wraparound balconies.
7 And also, we have been able to create a rooftop, a
8 mini tea terrace area for the guests. As what was
9 noted before, the materials and the finishes, and I
10 brought a material board here as well. We want to
11 screen the cars 100%, both from the inside and from
12 the outside. So what we did is we created a
13 screening pattern all the way around. We have set
14 the building back, creating a landscaping buffer to
15 the front as well as around the sides. We have
16 created landscaping also on the roof that creates a
17 tropical feeling to the building.

18 And as was mentioned, we have tandem parking
19 so that a unit owner can have both of the parking
20 spaces front and back. And with that, what I would
21 like to focus on, if you just give me one second.
22 We were able to create, there it is, a ground level
23 that lets us set it back from the street. If you
24 allow me, I'll bring this to you and just pass it
25 around Wesley, because it just helps to see it a

1 little bit better blown up. And I have also created
2 the blow ups of the images here. I'll give it to
3 you as well. This is the landscape from the rooftop
4 as well. Thank you so much, Janet. I'm sorry to
5 bother you. We also have the material boards here
6 because the intent is to cover all the materials
7 and the finishes of the building to be stone and or
8 glass and or to have the aluminum wood finish. So
9 we don't have any stucco on the building and that's
10 the intent. That's kind of where we're at on the
11 building.

12 MR. BEBCHIK: Is that what the angles are? Is
13 that -- or is that a tile?

14 MR. KARP: Right here?

15 MR. BEBCHIK: On the overhangs that are --

16 MR. KARP: The overhangs.

17 MR. BEBCHIK: Is that the tile --

18 MR. HURWITZ: Here?

19 MR. BEBCHIK: Yeah, exactly.

20 MR. KARP: Underneath? Stone, stone. Yes sir.
21 Stone underneath. And then with that, if you have
22 any questions or suggestions, we're here. And I'll
23 take the boards down, so I don't block Michael in
24 the back there.

25 MR. HURWITZ: There's no speakers on the

1 item?

2 TOWN CLERK: Yes.

3 MR. HURWITZ: There are?

4 TOWN CLERK: Yes.

5 MR. HURWITZ: Oh, okay. Sorry. Got it. I've
6 got two speakers. If we can then let me just take,
7 Kobi, some public comment, and then we'll open to
8 the board if it's okay. I'm sorry about the last
9 name. Jerome --

10 MR. HYAFIL: Yeah, I think David is going to
11 go first.

12 MR. HURWITZ: Okay, no problem. David Sax.

13 MR. SACKS: Good evening. Members of the
14 board. My name's David Sacks, law offices at 2
15 South Biscayne Boulevard. I'm here on behalf of the
16 Carroll Walk Condominium, which is immediately
17 adjacent to the applicant's proposal tonight. What
18 I'd like to first do is just simply hand out
19 something, an orientation, an aerial view so you
20 can see the close proximity of the subject's
21 applicant's property, which is vacant, been vacant
22 for 20 plus years is my understanding. And again,
23 this is for purposes of orientation only.

24 MR. BEBCHIK: And the building you represent
25 is to the south or north?

1 MR. SACKS: South.

2 MS. ABBOTT: South.

3 MR. BEBCHIK: South. Got it. Thanks.

4 MR. SACKS: Page one is the applicant's
5 property, obviously, because it's vacant. And
6 second page is the Carroll Walk Condo.

7 TOMMY: Yes.

8 TOWN CLERK: I've seen these ones.

9 MR. SACKS: We're here before you today for
10 three basic reasons. One is that we believe that
11 the application is inconsistent with the town's
12 comprehensive plan. Also, we believe that there are
13 issues with concurrency. And finally, we have some
14 design issues. Let me start with the inconsistency
15 with the comprehensive plan. First and foremost,
16 the sanitary sub element is not consistent with the
17 zoning code nor the application. We're saying that
18 based upon the fact that the system is essentially
19 in cardiac arrest right now. I think you could
20 almost take quasi-judicial notice that there's some
21 25 substations in and around the town. And it's
22 basically a construction site an eye sore.
23 Something is wrong. And that's probably why
24 tomorrow, sorry, this went on November 3rd, there's
25 going to be a special commission hearing. That

1 aside, further evidence of it, of the problem is,
2 that there is specifically -- Oh, I already
3 mentioned the -- There is what I'd call, let's put
4 it nicely, untreated sewer flow coming from these
5 25 substations, which is why they're there in the
6 first place. And it doesn't always work. And they
7 do pop up in new areas all the time.

8 So I want the board to be perfectly aware of
9 that. I'll go on. Secondarily, concurrency is an
10 issue. Nowhere in the staff report, other than
11 school concurrency, is concurrency discussed
12 whatsoever. So we don't know what the level of
13 services are with regards to this particular
14 project. So it almost begs the question is the
15 infrastructure at present, coupled with what we
16 know to be the 25 substations that have basically
17 sewer, untreated sewer water coming out -- We don't
18 know if the infrastructure can keep it there. It's
19 obviously not working. So in that regard, do we
20 need new infrastructure for the project? It's
21 incumbent upon this board pursuant to section 5-20
22 of the code that an impact analysis report, or an
23 IAR, be looked at by this board, demonstrating
24 compliance with the adopted concurrency level of
25 service requirements listed in section 11-8.4 of

1 the town's code of ordinances. So with all of the
2 projects in the pipeline, my question to you all
3 is, how could yet another project be approved if
4 there is sewer backing up into various people's
5 property?

6 Having said that, there is, and I'll speak to
7 design issues. This is an intense project. This is
8 0.26 acres of property. And notwithstanding the
9 previous 2018 approval, that was 2018. We're now in
10 basically 2023. And while legally there may have
11 been an alignment of that approval, there's a new
12 application here before you today. So our issues
13 really are, our client is really looking at what
14 they consider to be, and again, Kobi, I know you're
15 an excellent architect, but according to my
16 clients, I can't testify, my clients feel that
17 they're looking at an ugly building. That's just
18 the reality of what my clients feel. Along with the
19 other two issues that I have mentioned.

20 Additionally, and I'd like to see if the applicant
21 would be so kind to look at the rear setbacks so
22 that we could look to see if they're aligned in any
23 way.

24 I think it should be aligned. And that's
25 another design issue and concern of my client. And

1 then finally, we'd like a little clarification on
2 the height. Our understanding is that the height as
3 a staff report says it's 75 feet, yet we've also
4 been told that it's 100 feet. I we've heard here
5 today that there's no TDRs. If there's sections of
6 the code that speak to that. I didn't hear it or
7 see it in the staff report. So our client is
8 seeking a denial of this project based upon really
9 it's the sewer issue, it's the design issue, it's a
10 little bit of the unknown that with respect to the
11 look and feel of this particular project. I'll wrap
12 it up there and if I need to make any rebuttal, I'd
13 like to ask the board that I can make that. Thank
14 you.

15 MR. HURWITZ: Thank you very much. Jerome.

16 MR. HYAFIL: Good evening. My name is Jerome
17 Hatfield. I've been for 18 years, and we have been
18 for 18 years resident voters in Bay Harbor Island.
19 And over the years we have seen a constant
20 degradation of-

21 MR. HURWITZ: Jerry, I'm sorry, your address
22 is --

23 MR. HYAFIL: 9751 East Bay Harbor Drive.

24 MR. HURWITZ: You're at Carroll Walk as well?

25 MR. HYAFIL: It's listed on the sheet.

1 MR. HURWITZ: Gotcha. For the record, they
2 need to --

3 MR. HYAFIL: No, it's fine. I apologize if I
4 didn't say it. That's fine. And as I said, for the
5 past 18 years as, especially the past seven, eight
6 years, as construction has gone crazy, we have seen
7 a constant degradation of quality of life in this
8 town that we love and that I'm sure you all love.
9 And this project in this regard is particularly
10 egregious. I will not go over the technical details
11 that our lawyer pointed out. I don't have the
12 skills and competencies, but I know that cramming
13 that much construction in such a small space is not
14 going to contribute positively to the life of Bay
15 Harbor residents in general. I would currently ask
16 you to consider this comment as well as the
17 technical issues. And of course, base your decision
18 on this. Thank you so much for your time.

19 MR. HURWITZ: Thank you.

20 TOWN CLERK: Thank you.

21 MR. BEBCHIK: Thank you.

22 MR. HURWITZ: Before Kobi comes back up, just
23 some record keeping, housekeeping. Michael, Skip,
24 the issues that were mentioned by these speakers
25 relative to the sanitary situation, concurrency

1 level of service. Are those issues?

2 MR. BEBCHIK: They're setbacks.

3 MR. HURWITZ: Setbacks. I assume the project
4 meets the setbacks or it wouldn't be here. I think
5 they're asking more about alignment, which we can
6 definitely look at. But just for the record, the
7 setbacks, I assume meet the code requirements. But
8 the other issues, again, sometimes a lot of people
9 come with maybe relevant concerns, obviously to the
10 board, but just want to kind of clarify for us and
11 the public whether or not those are items that we
12 really address. I don't think that the sewer system
13 hookups and concurrency issues are things that are
14 generally before us other than because we're more
15 of the design side, which was also mentioned, but
16 just maybe the city or the town can --

17 MR. BEBCHIK: Stop.

18 MR. HURWITZ: -- respond to that. Yep.

19 MR. SCHNECKENBERG: Good evening. Mike Miller
20 for the record Town Planner. On the sewer issue,
21 our sewer system is alive and well and functioning.
22 When we had the near miss with the hurricane, we
23 had a lot of water here. There was what's called
24 inflow and into the sewer system inlets. It
25 overwhelmed the system and Maria -- engineers went

1 here but it did some damage to the pumps. Those
2 were on order and those will be repaired in the
3 near future.

4 MS. LASDAY: We had serious sewer problems
5 after Hurricane Ian and our pumps were all shut
6 down as a result of Hurricane Ian. All the flooding
7 had damaged the systems. So they are on order to
8 take another four to six weeks. The council just
9 approved an emergency order, emergency decision at
10 the last meeting to replace the entire system. And
11 the other theme though, but that is just to do the
12 quick repair. That was for those three pump
13 stations. However, one of the other things the
14 council also approved is to do a master plan of our
15 entire sanitary sewer system that does need to be
16 investigated. We actually did that two years ago
17 for our stormwater master plan and now what we're
18 trying to do is analyze the entire sanitary sewer
19 system. So I don't know if what we're putting in
20 place is going to be enough for all the new
21 development. All I know is it could be replacing
22 the current specs that we previously had that was
23 functioning, but that burnt out. But the entire
24 system does need to be reevaluated and that is
25 something that staff will be working on.

1 MR. BEBCHIK: But the recent burden was due
2 to flooding issues, not development issues, right?

3 MS. LASADAY: The recent burden was because
4 it was a 20-year-old system that was having
5 problem, but that was the pressure of all the extra
6 water and some other issues caused it to burn out.
7 And so we had to take a lot of emergency measures
8 to continue providing sanitary sewer service and
9 now it's functional right now, but it does need to
10 be replaced.

11 MR. BEBCHIK: And do if the town levies any
12 kind of impact fees to developers, that do projects
13 like this that go towards some funds that-

14 MR. MESA: Yes, we do have impact fees for
15 water and sewer. And I would add as far as this
16 development, just like any other development
17 through the building permit process, they will have
18 to obtain water and sewer allocation. So I'm not
19 aware of any moratorium on any pump servicing this
20 building or any other property within Bay Harbor
21 Islands. But is there any other departments, any
22 other application when they go through DERM and
23 everybody else that will have to obtain water and
24 sewer allocation? So if there's no allocation of
25 sewer for this development, just like any other

1 development, they won't approve it either. But as
2 of right now, I'm not aware of any moratorium on
3 this or any other pump within the town.

4 MR. BEBCHIK: Well, what's enlightening for
5 me I would say to my fellow board members is it
6 seems like we do need to be conscientious of the
7 fact that there's massive development in what is a
8 very old infrastructural system in the city. And it
9 sounds like the council is doing the right thing in
10 looking at this and getting prepared. But if
11 there's any formal recommendation we can make or
12 strong recommendation that because we're here
13 approving projects, looking at it from a design
14 standpoint, we look at parking but we're not,
15 outside of this discussion today, we're not privy
16 to burdens on the infrastructural system.

17 MS. LASADAY: The good news is the council is
18 taking a lot of proactive steps to assess what all
19 the problems are. Staff is diligently applying for
20 lots of grants, which we have been getting grants.
21 You're going to start seeing some water projects.
22 You see one on West Bay Harbor Drive, we just got a
23 grant for, to do some stormwater improvements. We
24 also just got a grant for seawall, that was
25 actually part of the master storm water plan that

1 we just had completed. So you're going to see us
2 applying for a lot of grants based on that
3 stormwater master plan. And once the sanitary sewer
4 plan is created, we will also be seeking grants for
5 all those projects. I just don't know what the
6 project's -- I just don't know what the scope of
7 the problems are yet. And it takes time. It takes
8 like a year to create.

9 MR. BEBCHIK: But as a part of that plan,
10 they evaluate?

11 MS. LASADAY: They'll evaluate everything,
12 the entire -- So the council does know we have
13 aging infrastructure, and the council is taking
14 steps to assess what the issues are and then once
15 we get the issues to get a clear picture, then
16 we'll start applying for grants and put them in the
17 capital improvement plan so we could start
18 contending with them. As of right now, there are
19 some plans in place but that's for known problems.
20 So what was stated earlier this evening was a
21 result of Hurricane Ian. That wasn't something we
22 were expecting to have happened.

23 MR. HURWITZ: Maria, thank you very much for
24 that overview and it's a healthy discussion.
25 Obviously, everyone's always concerned about

1 infrastructure and concurrency and level of service
2 and everything. I just wanted to call to everyone's
3 attention that just for the purposes of tonight's
4 meeting, this board doesn't really deal with that.
5 So I'm not saying it's legitimate or illegitimate
6 questions or comments or concerns whatsoever. It's
7 just something that the Town Council is obviously
8 dealing with and it's not really within the purview
9 of this board, relevant to this particular
10 application. But I think it's a healthy discussion.
11 I appreciate the concerns as well as a resident.

12 Michael --

13 MR. SCHNECKENBERG: Follow up a little bit --

14 MR. HURWITZ: -- and then we'll move on.

15 MR. SCHNECKENBERG: -- on the impact
16 analysis report is required and provided for every
17 development before they ever get here. It is
18 presented and analyzed by staff when we do our
19 project review at the development review committee
20 and privately, particularly the engineering office.

21 MR. HURWITZ: Gotcha. Okay.

22 MR. SCHNECKENBERG: So that was provided and
23 signed off. A couple other comments. There was a
24 comment made about the building height. We have the
25 charter limit, and which is 75 feet in height. This

1 particular zoning district, the RM-1 allows the 75-
2 foot height period to the main building roof. It's
3 measured from the FEMA flood elevation, so we know
4 what that is. On the roof, typically there's an
5 elevator override to get up to the recreation
6 facilities in the stair tower and sometimes a
7 bathroom up there. Those are accessory structures.
8 There was, when the first charter was adopted and
9 the first ordinance was written, there was some
10 litigation and it was settled that the building
11 height is to the main building roof. Every building
12 has some accessory structure on a roof and air
13 conditioning unit and elevator. So there is no
14 question this building meets the height limitation.
15 Lastly, talk about other things, but the Carroll
16 Walk project, and I'm not picking on them but
17 just before I got here 22 years ago, the town was
18 in despair. The tax base had flattened off and was
19 declining and there was some revenue shortages. So
20 the council at that time adopted what's was called
21 a PRD, Planned Residential District Zoning
22 District. It allowed 15 story buildings 150 feet,
23 and it allowed the parking pedestal to be five foot
24 from the property lines. There were seven projects
25 approved, one of which was Carroll Walk the other

1 was La Noteet. The other five sued us but they
2 didn't have building permits, so the court wiped
3 those out. But the neighbor to this site is on two
4 lots, I believe. It has 39 units and it's 15, 16
5 stories tall and they have a parking garage five
6 feet from their property line. So this property
7 meets all the current codes, which is double the
8 setback at the ground level and only nine units. So
9 I'm not, I'm just trying to compare.

10 MR. HURWITZ: I appreciate it --

11 MR. SCHNECKENBERG: Apple to apples.

12 MR. HURWITZ: -- Michael. Yeah. No thank you
13 very much. Again, I think I'd like to board can ask
14 whatever questions but again we're not here to
15 contest or compete between neighboring properties.
16 Appreciate all the concerns, everyone's on record.
17 But again, I would encourage the board to again
18 consider the application and remember we're here to
19 look at what the building looks like. Totally
20 appreciate the neighbor's concerns, appreciate that
21 as well. But we're not in favor or not in favor of
22 the building because the building next door is too
23 big or not too big or built at a certain time. It's
24 all good. So unless anyone has anything else to add
25 --

1 MR. BEBCHIK: One other.

2 MR. HURWITZ: Did you want to and Wes.

3 MR. BEBCHIK: I guess just so I understand
4 the setbacks because I do see the stair, it looks
5 like on page for example A306, it looks like it
6 encroaches into the side setback, but maybe I'm
7 reading that wrong, because I know we have a kind
8 of wedding cake setback, right?

9 MR. RUIZ: So I'd be happy to have Kobi Karp
10 answer that question.

11 MR. HURWITZ: Did you want to respond and
12 then let's get back to Kobi.

13 MR. RUIZ: Yeah, thank you Chair, I appreciate
14 it. And I'm going to reiterate a lot of what Mr.
15 Miller just said, but I need to address the
16 comments raised by Mr. Sachs specifically with
17 respect to the inconsistencies or the alleged
18 inconsistencies with the comp plan and concurrency.
19 David hit the nail on the head as part of one of
20 the application requirements, we are required to
21 provide a development impact analysis and I have a
22 copy of that here that I would like to submit to
23 the record and provide to the clerk.

24 MR. HURWITZ: Okay. It would be appropriate
25 for you to allow that to be admitted into evidence.

1 MR. RUIZ: Thank you. And as Mr. Miller
2 stated, this project would not have been given the
3 authority to proceed to the DRB without first going
4 through DRC and showing that it met all the
5 appropriate levels of service, including water and
6 solid waste and drainage and so forth. With respect
7 to this being an intense project, as I stated in my
8 opening, these are nine units being proposed on the
9 site, which is the maximum allowed. There's no TDRs
10 being provided whatsoever on this project. Setbacks
11 are being completely complied with and I believe
12 Mr. Miller clarified the issue of height. This was
13 litigated 75 feet from base flood elevation with
14 permissible extensions. And again, there's a prior
15 approval from 2018 that's still active and alive.
16 That was for nine units and there's no difference
17 in height from what was previously approved versus
18 what's being proposed now.

19 MR. HURWITZ: Thank you very much. Kobi.

20 MR. KARP: So number one, thank you very
21 much. To answer your question, yes there's a flex
22 setback. So we do meet all the setbacks and all the
23 requirements. We're 100% compliant. We are looking
24 to make the building obviously as nice as possible
25 with materials and finishes. No different than, for

1 example, what we did at ARTE in Surfside as
2 comparable. We do have to meet the new code
3 requirements for water and drainage, which means
4 that we have to maintain all of our water on site.
5 Bless you. And so I think that the building does
6 comply and as was mentioned before, the building
7 next door has a certain pedestal height to it with
8 the parking stacked above.

9 But that's why we took the time and created a
10 landscape plan along the water that lets our unit
11 owners to come along the water and walk along the
12 water. And we actually took the Lanai unit and
13 created a summer kitchen and a little pool, plunge
14 pool by the waterside. And so we feel that this is
15 a very nice addition where there is a building that
16 was previously approved, Alex came to us and said,
17 "Listen Kobi, I really want to take it a notch
18 higher on materials and finishes." And so we sat
19 down with your staff over the past few months and I
20 think we came up with a more superior design. Look,
21 I cannot comment about Carroll Walk, I was not the
22 architect on it, so I don't really know it very
23 well. Thank you, sir.

24 MR. HURWITZ: Kobi, can you explain to the
25 ground floor just the flow of the building. The

1 parking spaces are at grade, right on ground level?

2 MR. KARP: Yes, sir.

3 MR. HURWITZ: And so from the garage, folks
4 walk up to an elevator directly to their units.

5 MR. KARP: Yes, sir. So what happens is that
6 we have.

7 MR. HURWITZ: I'm on A3, it's just trying to
8 understand the ingress/egress for both residents
9 parking and then also pedestrians.

10 MR. KARP: Yes sir. And I'll come even a
11 little bit closer so that you can hear me and you
12 can see me. So what we did is we created, if I park
13 right here, I can enter the elevator right over
14 here, which is private and secured for the unit
15 owners. This is the staircase that comes down from
16 the Lanai deck above that has its own private deck
17 and area along the water as well.

18 MR. BEBCHIK: Kobi, sorry to interrupt, but
19 that staircase in the back you see is kind of like
20 floating?

21 MR. KARP: Yes.

22 MR. BEBCHIK: Yeah. Like a sculptural
23 floating --

24 MR. KARP: Sculptural, very light and
25 elegant. Similar to the one that we have in the

1 front. But what we did is we set a landscape garden
2 in the front. Because what we wanted is to have a
3 heavy lush landscaping drive behind hidden and come
4 out and create a pedestrian path separately right
5 here that brings you into the building. And then
6 that allowed us to create kind of like a boutiquey
7 building, nestled within the landscape.

8 MR. HURWITZ: How does the pedestrian get
9 into the building?

10 MR. KARP: So they come here and they can do
11 one of two things. They can walk up the staircase
12 and/or they can walk around and enter the elevator
13 if you're handicap.

14 MR. HURWITZ: Okay, but those elevators are
15 private, right, they're not -- car key access or --

16 MR. KARP: They are. There is a passageway
17 right here. So if I live in the building, I have a
18 fob. That would let me in then let me up the
19 elevator to my floor only.

20 MR. HURWITZ: Okay. And then if you were
21 visiting, you would go up the stairs then to the
22 main lobby, which is actually on the second floor.

23 MR. KARP: You got it.

24 MR. HURWITZ: Okay. Gotcha.

25 MR. BEBCHIK: So I guess the public

1 access could take you to the lobby only, but not-

2 MR. HURWITZ: Right. The public-

3 MR. BEBCHIK: -- the fob to go up to.

4 MR. HURWITZ: The public basically walks in
5 through the pedestrian access way and then goes the
6 upstairs.

7 MR. KARP: Correct.

8 MR. HURWITZ: To the main floor, which is on
9 the second floor.

10 MR. KARP: Right. But let's say you want to
11 come and visit me, I can also buzz you in and or
12 come and meet you. Right. If you come in and you
13 buzz there's face recognition, you see me, I'm on
14 the fourth floor, I can buzz you in and you can
15 come up.

16 MR. HURWITZ: Gotcha.

17 MR. KARP: The elevator only to the fourth
18 floor.

19 MR. HURWITZ: Understood. Thank you.

20 MR. KARP: I can't go to any other floor.

21 MS. ADLER: Yeah. How far would you say
22 is the property line from going east to Carroll
23 Walk.

24 MR. KARP: Right here to Carroll Walk.
25 Carroll Walk is five feet away.

1 MS. ADLER: Five feet?

2 MR. KARP: Yeah. And then they have a ground
3 level parking and lobby and parking above.

4 MR. BEBCHIK: Where is it?

5 MR. KARP: My plan right here. Thank you very
6 much. There's a setback here with landscaping and a
7 path as well, because what we wanted is our unit
8 owners to be able to walk here to the water, walk
9 around and come back. They can walk up the
10 elevator. So if you have a dog or something and you
11 want to walk along the water.

12 MS. ADLER: So is it also five feet to the
13 north property?

14 MR. KARP: My setback to the-

15 MS. ADLER: North property?

16 MR. KARP: You mean from here, to here, to
17 me?

18 MS. ADLER: No, that's east to Carroll Walk,
19 go north, up.

20 MR. HURWITZ: When you say east to Carroll
21 Walk, you mean south, maybe.

22 MS. ADLER: South to Carroll Walk.

23 MR. KARP: Five feet to Carroll Walk.

24 MS. ADLER: Five feet on both sides.

25 MR. KARP: 10 feet on mine.

1 MS. ADLER: 10 feet on the other side?

2 MR. KARP: Yeah. Janet on my part, 10 feet on
3 Carroll Walk's five feet.

4 MS. ADLER: Okay.

5 MR. HURWITZ: Carroll walk is, has a five-
6 foot setback?

7 MR. KARP: From the --

8 MR. HURWITZ: From the Property line, and
9 Kobi this property is set back 10 on their side.

10 MR. BEBCHIK: Is Carroll Walk the building
11 that we just heard representation from?

12 MR. HURWITZ: Yes.

13 MR. KARP: Yes, Correct. Yes. It's the med
14 revival building.

15 MR. HURWITZ: And this is nine stories,
16 correct? Oh, sorry, your building here is seven
17 stories.

18 MR. RUIZ: Seven stories of residential units,
19 ground floor parking and I'm sorry Chair to clarify
20 the setback for Carroll Walk. It's 10 feet to the
21 facade of the building and then in that 10 feet, a
22 five foot landscape buffer.

23 MR. HURWITZ: And just to understand sort of
24 the height as well, Carroll Walk is 15 stories
25 high.

1 MR. RUIZ: Correct.

2 MR. KARP: About 150 feet or so.

3 MR. HURWITZ: So 150, this is 75. How tall is
4 the pedestal garage?

5 MR. KARP: The pedestal-

6 MR. HURWITZ: You have any idea.

7 MR. KARP: Yes. The pedestal garage is 50
8 feet.

9 MR. HURWITZ: So the first 50 feet of Carroll
10 Walk is the garage?

11 MR. KARP: Yes.

12 MR. HURWITZ: And you're going up, you're 25
13 feet, your two stories above that?

14 MR. KARP: Yes. And above approximately,
15 yeah. And then above it there is 10 residential
16 floors or 11 residential floors.

17 MS. ADLER: So you are saying here that your
18 maximum pool deck is at 83 feet, nine inches.

19 MR. HURWITZ: I understand.

20 MS. ADLER: To the pool deck.

21 MR. HURWITZ: To the pool deck. Yes.

22 MS. ADLER: To the pool deck.

23 MR. HURWITZ: Got it.

24 MS. ADLER: On 501.

25 MR. HURWITZ: Kobi-

1 MR. KARP: Just to be clear-

2 MS. ADLER: You're 100 feet.

3 MR. KARP: -- for the record, just --

4 MS. ADLER: You're saying 100 feet.

5 MR. HURWITZ: What's that?

6 MS. ADLER: The maximum structure is 100
7 feet.

8 MR. HURWITZ: So you're 75 to the top of the
9 building and then they have access structures that
10 are another 25.

11 MR. RUIZ: The building itself is 75 but
12 that's measured from base flood elevation. Right.
13 Which is 10 feet plus one.

14 MR. KARP: To the roof.

15 MR. RUIZ: So to the roof we're at 91 NGVD
16 that's taken again the base flood plus the 75 feet.
17 Then we have the allowable extensions on the roof.

18 MR. HURWITZ: Got it.

19 MR. BEBCHIK: Is there a limit to the
20 allowable extensions?

21 MR. KARP: 20 feet.

22 MR. BEBCHIK: Okay.

23 MS. ADLER: 20 feet.

24 MR. BEBCHIK: Which is what they have.

25 MR. HURWITZ: Yeah.

1 MR. BEBCHIK: Okay.

2 MR. KARP: So basically, this is a variance
3 free project? We're not asking for any variances.

4 MR. BEBCHIK: I really like what you did Kobi
5 and you should tell both your son you love them
6 equally because I think you put in the same amount
7 of love and care to both --

8 MR. KARP: Thank you.

9 MR. BEBCHIK: -- facades. That's how you
10 explained it the last time. And funny last week I
11 was in Sao Paulo and this architecture remind me a
12 lot of what they use in Sao Paulo where the
13 incorporated landscape greenery with the elements.
14 You have concrete and movement. And so I really
15 like what you did and how green and welcoming is.
16 So I think it's a great design for the time.

17 MR. KARP: Thank you. Thank you, Alan,
18 appreciate it.

19 MR. HURWITZ: Kobi, can you help me
20 understand just a little bit in the front, there's
21 just a few things that are just kind of messing
22 with my mind a little bit with regard to this, some
23 of the symmetry. The top roof structure, what is
24 that doing and how high it seems, aside from the
25 conversation of the height of the project and

1 neighbors and stuff, that roof seems higher than it
2 needs to be. What's going on with is that the roof
3 for the garage, for the-

4 MR. BEBCHIK: Section or something?

5 MR. HURWITZ: I'm looking at the rendering
6 from A106 from the street. That roof structure
7 seems, I'm not sure how it's -- you have this
8 column on the south side I believe.

9 MR. BEBCHIK: Which is the stairway.

10 MR. HURWITZ: Right. Which is stair I get
11 that. And then I see what's going on with the stone
12 and everything. I want to talk about that in a
13 second on the left-hand side. But that top piece,
14 yeah that -- Thank you.

15 MR. KARP: This element right here?

16 MR. HURWITZ: Yeah.

17 MR. KARP: Okay. So this is a shade
18 structure, a canopy. Because what happens generally
19 speaking as the sun rises in the east and sets in
20 the west, what we felt is that this element here,
21 this horizontal element creates shade on the roof
22 and that's what we are trying to do. Because not
23 everybody likes to have so much sun.

24 MR. HURWITZ: How high is that above the --
25 Does that come to the top of -- Is there a section

1 maybe that --

2 MR. KARP: Correct? And so it's on the
3 section on --

4 MR. HURWITZ: Oh I can see now maybe.

5 MR. KARP: Yes.

6 MR. HURWITZ: I'm on A402 or I'm sure it's
7 other places too. Okay. And then the landscaping,
8 the lines on the north side of the building,
9 there's sort of cubic elements. No that's the south
10 right? Yeah that and then you have it down below as
11 well. I see what that's doing and I like it. I feel
12 like the landscaping though is on one floor up
13 there is sort of competing with it.

14 MR. KARP: That's a good point.

15 MR. HURWITZ: It doesn't allow it to stand
16 out.

17 MR. KARP: I would be amenable to remove that
18 and maintain this stone right here. Because this is
19 stone, and just delete that. Yes, I understand.
20 That makes sense.

21 MR. HURWITZ: I don't know how the rest of
22 the board feels, but I feel like you have some very
23 specific geometric lines going on and the cubic --

24 MR. BEBCHIK: But you're saying simply remove
25 the planting but keep the articulation of the --

1 because it kind of connects.

2 MR. HURWITZ: Yeah, I don't mind that. I just
3 feel like that it's so lush and landscape that it's
4 just everywhere. As opposed in with specific
5 purpose of supporting the architecture and the
6 lines and that kind of thing. It feels like its
7 starts to get a little too whimsical versus
8 allowing the design of the building to be a little
9 more forward.

10 MR. KARP: I would be amenable to remove
11 that, Steven.

12 MR. HURWITZ: But what do you all think about
13 that? Because I'm not -- Wesley, what do you think?

14 MR. BEBCHIK: Well generally I really like
15 this project. So Kobi, congratulations. This is-

16 MR. KARP: Thank you.

17 MR. BEBCHIK: -- a really beautiful design.
18 I would --

19 MR. HURWITZ: See how you have the landscape
20 that goes across, I'm sorry, on the top. Full
21 across too. And then the one in the middle seems to
22 not allow that cubic fun, that element to stand
23 out.

24 MR. BEBCHIK: I like it. I wonder how to
25 execute it well, where it would actually appear

1 like the rendering. So that's why I'm leaning
2 towards what you're proposing. Your recommendation.
3 I could go either way on it. Just looking at it
4 might be difficult to get that planting in there
5 from a detailing perspective. But I think without
6 it the building's not any less successful. So I'm
7 okay with your --

8 MR. HURWITZ: You've got palm trees there,
9 right?

10 MS. ADLER: Yeah, I actually like the low
11 plants, but I don't like on-

12 MR. BEBCHIK: The palms?

13 MS. ADLER: -- either the top floor or that
14 floor, the tree type plants. I just like the low
15 plants that will hang over. I think that's-

16 MR. HURWITZ: It feels like those low plants
17 are accentuating the architecture.

18 MS. ADLER: -- and I think that it's more
19 attractive. That's just my opinion.

20 MR. KARP: Yep, that's a good point.

21 MR. HURWITZ: I agree with what you're
22 saying. The lower plants sort of accentuate the
23 lines and then those palm trees are like you got
24 palm trees on the side of the building.

25 MS. ADLER: Yeah, I mean this palm tree's all

1 over the place.

2 MR. HURWITZ: Yeah.

3 MS. ADLER: It's just --

4 MR. BEBCHIK: Yeah. So basically, keep the
5 planter but remove the bigger material in there.

6 MR. HURWITZ: Yeah, I think so. And then it
7 creates more of a horizontal line to support the --

8 MR. KARP: Yes. Softens it up.

9 MR. HURWITZ: There's just a small detail and
10 the materials on the column that cover the
11 staircase. That's metal. Yeah.

12 MR. KARP: This? Yes, this is metal with the
13 wood finish and then this is stone.

14 MR. HURWITZ: And you can see the staircases
15 through it.

16 MR. KARP: You will see the staircase through
17 it. But the idea is that it will just be
18 translucent.

19 MR. HURWITZ: And they're exterior
20 staircases.

21 MR. KARP: Exterior staircase.

22 MR. HURWITZ: Are they lit at night?

23 MR. KARP: At night they're deer lit? Yes.

24 And then the material inside the staircase is also
25 stone. So it's a stone staircase. It's a sculptural

1 element that lets you walk within.

2 MS. ADLER: Do you have a page with any of
3 the lighting?

4 MR. KARP: I do have the lighting, yes. It's
5 in the package. But if you want -- if you're
6 thinking about will the lights, be exposed?

7 MS. ADLER: Will the lights be --

8 MR. KARP: No.

9 MR. HURWITZ: Think about it, obviously
10 reflecting the public's concern, meaning it's not
11 too bright and imposing but at the same time at
12 night if done properly would be very nice because
13 you'd be accentuating the louvres and then you'd
14 have what would be a pretty staircase, stair
15 architecture inside with the stone.

16 MR. KARP: I would even venture to say that
17 the profile is going to be the V shape. So you will
18 never ever see a light shining out.

19 MR. BEBCHIK: -- the source.

20 MR. HURWITZ: Just go see the glow.

21 MR. KARP: Thank you. You will never, they
22 intend to have it like a Chinese lantern that it's
23 backlight and you see glowing, but you don't see
24 the light source.

25 MR. BEBCHIK: And I would like to add all

1 staff reports into evidence. And one of the
2 conditions is that this compliance with the outdoor
3 lighting plan and foot kind of limitation
4 requirements by the time, so it's in the condition.
5 Condition

6 MR. RUIZ: Number four for the staff report.

7 MR. BEBCHIK: Good. Thank you.

8 MR. SACKS: Through the chair. May I ask a
9 question?

10 MR. HURWITZ: Yeah, sure. Just do me a favor
11 it's really not a debate and we don't-

12 MR. SACKS: I'm not debating, I'm just
13 clarifying.

14 MR. HURWITZ: I know that you're here for a
15 purpose. So ask you're question and then --

16 MR. SACKS: Well it's really a clarification,
17 not a question.

18 MR. HURWITZ: No problem.

19 MR. SACKS: First I'd like to say that any
20 testimony regarding Carroll Walk not be really
21 considered at all. It has nothing to do with the
22 application before you other than compare contrast.
23 One was done 20 years ago. You have the application
24 before you today. Second the five-foot setback
25 between Carroll Walk and the applicant that is not

1 an entitlement, that is just a distance between,
2 that's just what the zoning code provides. It's not
3 an entitlement. I just wanted the board to, that's
4 for the record and for the board to understand.
5 It's pretty close considering all things
6 considered. I mean five feet with a 15-story
7 building, even though I said I wouldn't mention
8 Carroll Walk again. And then next to an eight-story
9 building pretty close. And finally, I do believe
10 that through section 5-20, the DRB does have
11 jurisdiction to consider concurrency beyond what
12 was provided to the clerk today. Thank you.

13 MR. HURWITZ: Thank you. David. There is
14 another speaker I believe is it on this item? Kelly
15 Reid?

16 MS. REID: Yes.

17 MR. HURWITZ: Did you want to speak on this?

18 MS. REID: May I?

19 MR. HURWITZ: Of course. And there's no other
20 public speakers, correct? Okay, so if you guys
21 don't mind taking a quick -- Hi, how are you?

22 MS. REID: Can you hear me or I need the mic.
23 I'm sorry that I'm late and superseding the order
24 of things. I was watching on TV and the feed went
25 down the live feed, so I ran over and then -- Not

1 on the Zoom, but just where it says live. In any
2 case, I wanted to say that I live on the other
3 side, not the Carroll Walk side, the little
4 building. And I've been there for 24 years and I'm
5 a little concerned just about the no guest parking.
6 I know that it's not required of the code, but
7 basically what's going to happen is you have this
8 luxury building and the changes have been
9 improvements for sure, since 2018. But I'm a little
10 concerned because all of the free parking in the
11 area, the buildings across the street, our
12 building, it's all reserved.

13 And what sometimes happens, even with our
14 residence, which is another 40-unit building, is
15 they have guests and they've exceeded their limit.
16 So guests will park in our building, they'll take
17 the six spots that are currently in front of this
18 project. And just from a practical point of view,
19 if every resident here uses both, I know it's a
20 little tight of a squeeze, but if you would
21 consider maybe at least putting one spot in the
22 front if you can, I think it would help. But just
23 --

24 MR. KARP: Thank you very much. What's your
25 name?

1 MS. REID: Kelly.

2 MR. KARP: Kelly, I-

3 MR. HURWITZ: Thank you, Kelly.

4 MR. KARP: -- appreciate your comments --

5 MR. HURWITZ: Nice to see you.

6 MR. KARP: -- and I'll study it. I think
7 it's a good point. Thank you so much.

8 MS. REID: I have two more-

9 MR. KARP: Yes.

10 MS. REID: -- if you don't mind. Thank you
11 very much. The other thing is, I was watching the
12 earlier part of the meeting and I know you
13 mentioned that one of the conditions was the 12-
14 month minimum lease. Maybe that was an apartment
15 building, and this will be a condo. So I don't know
16 if that was considered, if that can be added. That
17 would I think be good for the quality of life in
18 the neighborhood. Then I know Wesley, you mentioned
19 the stairs and the north side. I know that's a fire
20 department requirement and I remember when O
21 residence was approved it kind of slid under the
22 radar and then was approved retroactively. It was
23 not allowed by code. So I would imagine that now
24 there's an exception made for that, but I'm kind of
25 curious about that.

1 And then maybe about three years ago, the
2 hours of construction ordinance was adopted and I
3 believe the hours of construction are 9:00 AM to
4 6:00 Monday through Friday. There are some
5 exceptions the manager can improve, but I wanted to
6 make sure that this project will also not have any
7 kind of grandfathering in of changing of hours to
8 8:00 AM because it's all new. The rationale back
9 then was, well it's been approved, and they've
10 already negotiated with contractors, but clearly
11 that didn't happen here.

12 MR. HURWITZ: They're all currently applied,
13 there's no grandfathering of any --

14 MS. LASADAY: They will absolutely have to
15 comply with the current code. And not only that,
16 when we do the pre-construction meeting, we're very
17 clear what the rules are and how extended hours
18 will not be permitted unless it's truly an
19 emergency and we follow the code. So they will
20 absolutely comply with the current code.

21 MS. REID: Okay, great. That's good to hear.
22 And I hope during the construction that you'll be
23 good neighbors and work together with your
24 neighbors as to not encroach and everything. And
25 good luck.

1 MR. KARP: Thank you.

2 MR. RUIZ: Thank you.

3 MR. BEBCHIK: Thank you, Kelly.

4 MS. REID: Thank you very much.

5 MR. HURWITZ: There's another speaker, but
6 there's no name on this. It's someone representing
7 1060 Cane Concourse.

8 MS. NUHUT: Francis Nuhut, 1060 King
9 Concourse. Although we're talking about this
10 particular project, there were things that were
11 brought up that I'm questioning, and this is
12 happening all over on both islands. It's very
13 disturbing that Carol Walk only had, and I'm not
14 sure if that's correct, five-foot setback on the
15 side. Is that correct?

16 MR. HURWITZ: I'm sorry, I can't hear you
17 now.

18 MS. NUHUT: Oh, the five-foot setback, is
19 that true on Carol Walk?

20 MR. HURWITZ: They have a five foot setback.

21 MS. NUHUT: Okay. Well, that was like they
22 said 20 years ago. We're having problems now,
23 including where my family lives. Okay. So they're
24 building a new house and next door, she only has a
25 five foot setback on a brand new house. I don't

1 know any more how much you're measuring. This was
2 20 years ago and how you're measuring because we're
3 shortening our setbacks in both the houses and the
4 west island and the east island. So I don't know
5 what's going on here, but it's happening. Okay. The
6 other thing that you mentioned was, and this
7 happens after the fact and that is what's going on
8 those roofs. I can stand and look and 11, I don't
9 know, it looks like spaceships up there. The ACs,
10 you can see them from the ground and nobody's
11 watching to see the design or whatever it is. You
12 can look at 1111 King concourse.

13 I don't know what they have up there now, but
14 you can see it from the King Concourse. You can see
15 it all over. And there's a couple of them now on
16 West Bay Harbor Drive. So nobody's watching and
17 that's what I don't like about you approve these
18 projects, you tell them they're lovely and nobody's
19 following up. And the third thing is our
20 infrastructure. We even had one of the council
21 members who was here and he was speaking about the
22 infrastructure and he was saying, we don't have it
23 anymore. You're putting this tremendous density
24 into these buildings and approving them with TDRs
25 and we don't have the infrastructure so what comes

1 first? The flooding, the smell, the disgusting
2 what's going on here or do we stop them until we
3 have this result? So that's what I have to say.

4 MR. HURWITZ: Thank you Fran. Thank you.
5 Okay. No other speakers. Any other questions or
6 comments for the applicant? And while you're
7 thinking about that, Maria, I had a question for
8 you. One, relative to the rooftops, we have enough
9 of them built now. Have there been any complaints
10 or issues with neighbors, whether it be noise or
11 lighting or, we have enough of them sort of open
12 now that I'm kind of wondering if the town has had
13 any experiences that you're aware of?

14 MS. LASADAY: I personally do not recall any
15 complaints regarding activity on the rooftops.
16 There are a lot of things on the rooftops like air
17 conditioning and other mechanical systems that are
18 approved by the code.

19 MR. HURWITZ: I just mean in the last X
20 amount, of years, the new theme of activated
21 rooftops and light, noise.

22 MS. LASADAY: I lived in a building on West
23 Bay Harbor Drive with a beautiful rooftop pool and
24 it was pretty quiet but there may be something that
25 I'm just not aware of, but I can't recall.

1 MR. HURWITZ: That what I thought. I was just
2 curious. But no material things that are coming
3 through with that?

4 MS. LASADAY: Are you aware? And our billing
5 official, I'm asking him if he's heard of anything.

6 MR. HURWITZ: Gotcha.

7 MR. KARP: I'm not aware of any at this
8 point.

9 MR. HURWITZ: Gotcha. Okay. Thanks. Comments
10 on the project? Questions? Yeah, go ahead.

11 MS. ADLER: Yes, Kobi. Oh you are proposing
12 --

13 MR. HURWITZ: She wants Kobi, she doesn't
14 want you.

15 MS. ADLER: No. It's okay.

16 MR. BEBCHIK: No one ever wants me.

17 MS. ADLER: Yeah --

18 MR. HURWITZ: Don't take it personally.

19 MS. ADLER: The driveway provides access to
20 guest parking is what you've proposed here.

21 MR. KARP: Yes, that's right.

22 MS. ADLER: So how many guest parking spaces
23 will you allow in your driveway?

24 MR. KARP: I'm going to study it with your
25 staff, hoping to get one or two spaces there if at

1 at all possible.

2 MS. ADLER: Because I didn't realize there
3 was no guest parking and there has to be something
4 because there's no parking.

5 MR. KARP: And that's why I said I'll study
6 it with Michael and company. Absolutely. And this
7 building doesn't require, because the size doesn't
8 require guest parking, but the reality --

9 MS. ADLER: Because it's nine. It's nine
10 units.

11 MR. KARP: -- it's nine units, this is nine
12 units. If you think about some of the projects
13 we've seen and how tightly packed it was, if you
14 can assume one, two, three, even four cars, there's
15 space on here for people, whether it's double
16 parked or not along the whole side here and in the
17 front as well. Not that they're dedicated spots,
18 but I think that they probably will end up just
19 organically having visitors. Someone leaves a car
20 in the front, someone triple parks or blocks a car
21 in and they're visiting someone.

22 MS. ADLER: People put the size of these
23 apartments; they're going to have more than just
24 visitors.

25 MR. KARP: Well perhaps.

1 MS. ADLER: You're talking 4,000 square feet
2 apartments; you got a lot of bedrooms.

3 MR. KARP: Parties.

4 MR. BEBCHIK: It has been brought up before
5 in other applications. What Kelly had brought up
6 about people kind of spilling over and I remember
7 discussing something about code compliance that
8 there's some already. I don't know if there's a way
9 to manage that better by the town.

10 MR. HURWITZ: Well again, it's one of those
11 things that I think we all agree with the concern,
12 and it troubles us sometimes on the parking. And
13 it's something that, I'm not trying to push it to
14 the town council, but something that they need to
15 think about relative to code and that kind of
16 thing. Because we're taking spaces out from the
17 front where those had those kind of public spaces.

18 MR. BEBCHIK: Which by the way I think is a
19 good thing.

20 MR. HURWITZ: Which is fine. Right, but then
21 we're also maybe creating a situation where things
22 start to get blocked in and you don't have a lot of
23 parking spaces. But again, each of these
24 applications come and it's not like we're
25 disapproving of this nine unit building on the

1 basis of the fact that it's a continuing ongoing
2 discussion that I think the town council needs to
3 address as those parking spaces disappear and-

4 MR. BEBCHIK: There could be tags or
5 something.

6 MR. HURWITZ: And part of it is enforcement
7 as well. Everyone kind of protecting their own
8 onsite. Everything's going on site.

9 MS. ADLER: And just one more thing Michael.
10 I know this is in our purview as far as the sewers
11 are concerned, I know that's true. However, if
12 there's a specific problem here in this particular
13 piece of land, if I recall what 1177 King Concourse
14 when they were granted their permission, didn't
15 they undertake to correct certain things
16 underground before they built?

17 MR. MILLER: Yes ma'am. The 1177 project, for
18 those of you that don't know in the audience, is
19 the mixed-use building that'll be at the end of the
20 block here because there's an alley through there.
21 There were utilities through there including a gas
22 line which has now been closed and abandoned and
23 there was some deficiency in the sewer line. So if
24 you remember they did some utility work going up
25 West Bay Harbor across 97th Street and then came

1 back down around right around that, the block to
2 enlarge and repaired that sewer line in there
3 because it was, as Maria said, it was an older
4 line. So now it's enlarged in a --

5 MR. HURWITZ: Is there anything specific to
6 this site that we should be aware of, or the public
7 should be aware of?

8 MR. MILLER: Not that we're aware of. Again,
9 the line is there, the utilities are aging and they
10 need to be lined and so forth.

11 MR. HURWITZ: Okay, thank you. I'd like to
12 make it a motion. Sorry.

13 MR. BEBCHIK: Sorry, I had a few. One, I
14 really, really like the project. I think it's
15 appropriately scaled actually in my opinion,
16 contrary to some of the public opinion. But just to
17 point it out, the way that Kobe kind of created
18 this vertical element which kind of relates to the
19 much taller building on the right and then the way
20 the articulation starts to respond to the lower
21 level on the other side. I really appreciate and I
22 think is super successful. I also appreciate the
23 richness of materiality, which I hope makes its way
24 through in the end I think is probably some sort of
25 condition. If not in the report already we can

1 make, because I think that's a big part of the
2 success.

3 And I also particularly like this model of
4 open garage on the ground level. I think that could
5 be a great model for future development in the city
6 and looking at our ground scape as actually more of
7 a garden that we happen to park in rather than a
8 building that's enclosed and suffocated with carbon
9 monoxide that needs to be vented. So I really
10 appreciate all those moves. And Kelly brought this
11 up, but there is a stair on the north that we
12 touched on earlier. I wonder if that has to go that
13 direction because looking at the floor above, I
14 think it's the northern egress stair, it appears
15 that it may be able to continue to go west. But
16 then I guess, I don't know if it starts to eat into
17 the ADA space on the north side or if that's
18 something that can be looked at or resolved. And is
19 that -- Yeah.

20 MR. MILLER: There's wanted to speak because
21 that I looked at the planes again. Our setbacks are
22 what we call in the industry progressive. So we, as
23 a building now, you have the wedding date. We do
24 have the flex provision, which is only a third. So
25 in this case it's a single lot. So where the stairs

1 are is in that narrow --

2 MR. BEBCHIK: That one third.

3 MR. MILLER: -- flex area where it's
4 sticking out a little bit.

5 MR. BEBCHIK: You're talking about the one in
6 the south, right?

7 MR. MILLER: This tower over on the front
8 over here. And on the side, you can see it pinching
9 in on here. That's the effect of the taller
10 buildings pinching in. And you can see this section
11 here sticks out a little bit more. That's the flex
12 area. So we do, and it's pretty common in modern
13 zoning codes around us that everybody does that
14 now. So you avoid the box-

15 MR. HURWITZ: The north area you're talking
16 about is here?

17 MR. BEBCHIK: Yeah. Now I'm actually talking
18 about the north --

19 MR. HURWITZ: Oh, I'm sorry.

20 MR. BEBCHIK: Yeah, the north stair as it
21 comes down.

22 MR. HURWITZ: And let me ask a question.
23 Where is that kind of on the renderings? I'm not
24 seeing where that is because the

25 MR. BEBCHIK: Probably behind the

1 landscaping.

2 MR. HURWITZ: Well, but I must be reading
3 something wrong. On A302 for example, you have a
4 full stair, this is the north side, but that corner
5 right here is, this is stair.

6 MR. KARP: Yeah. What happens is that right
7 here, it's at this location you have this is the
8 entrance. And then what happens is that this
9 staircase exits out here, which is right off to the
10 side behind the landscaping and behind the signage.

11 MR. HURWITZ: But when it goes up into the
12 building, it's shown in plan to be on the corner of
13 the building. Right?

14 MR. KARP: Correct. And then it gets --

15 MR. HURWITZ: So it's the corner the whole
16 way.

17 MR. KARP: Exactly.

18 MR. HURWITZ: So that's glass?

19 MR. KARP: That is glass.

20 MR. HURWITZ: So the glass on the north
21 corner of this building are not units. That's into
22 a staircase as well.

23 MR. KARP: Yes. You got it. And it's hidden
24 behind this design and behind the balcony. Correct.

25 MR. HURWITZ: Who has access to that balcony?

1 MR. KARP: It's decorative. So nobody has
2 access to this. This is decorative with the glass
3 right here.

4 MR. BEBCHIK: I wonder if the guardrail is
5 even needed.

6 MR. KARP: Which guardrail?

7 MR. BEBCHIK: Because this is steroids. So
8 you might not need it.

9 MR. KARP: Oh no, I understand. Sorry. If I
10 have the unit then I can come out here and enjoy
11 the view looking to the --

12 MR. HURWITZ: You come out not from the
13 corner because that's staircase.

14 MR. KARP: Correct.

15 MR. HURWITZ: So you're coming out from-

16 MR. KARP: That's great. There it is. Boom,
17 right there. That's where it's, you see this wall?
18 I can come all the way around here from this unit.
19 If I want walk out here, I can come out.

20 MR. HURWITZ: Oh, you have doors there?

21 MR. KARP: Slider. It has a sliding glass
22 door.

23 MR. HURWITZ: So that's the north elevation.

24 MR. KARP: Yes. This all glass.

25 MR. KARP: Correct.

1 MR. HURWITZ: Do you have a rendering of the
2 north, or you have a section I'm sure, right?

3 MR. KARP: Yeah, I have both. Yeah.

4 MR. HURWITZ: Well, I don't see it.

5 MR. KARP: Keep going. The typical floor.

6 MR. HURWITZ: That's the south. That's the
7 back.

8 MR. KARP: Yes. Here it is. So what happens,
9 I have units here where these units can come out to
10 the balcony at this location.

11 MR. HURWITZ: Okay. It just seems a little
12 odd. That whole north corner, where looks like
13 balconies, the glass behind that, those windows are
14 into a staircase. So I kind of got it on the column
15 side on the south where you have the, which we
16 already talked about, but that north corner also is
17 looking into a staircase.

18 MR. BEBCHIK: Right. But to play devil's
19 advocate to that point, I don't think another tower
20 there is appropriate.

21 MR. HURWITZ: Definitely not. Right.

22 MR. BEBCHIK: And the articulation for
23 massing reasons I think is the right move. So it's
24 really, and it sounds like Kobe, you mentioned
25 investing even in those rich materials into those

1 staircase, right?

2 MR. KARP: Yes. And if your concern here is
3 Kobe, this glass is clear, I'd rather just
4 sandblast the glass, right? So it's translucent
5 glass and then it's again it's back lit but you
6 don't see into it, and I think that's a valid-

7 MR. HURWITZ: Yeah, I was just envisioning
8 the experience of seeing balconies in the private
9 and apartment units. And if you're looking at
10 staircases, it's a little different.

11 MR. KARP: We share that. We don't want to
12 see the staircase.

13 MR. HURWITZ: You couldn't push the staircase
14 back?

15 MR. BEBCHIK: One unit.

16 MR. HURWITZ: A little bit into the --

17 MR. KARP: No, because then I lose the flow
18 of the apartment.

19 MR. HURWITZ: Because you have to go around
20 the stair.

21 MR. BEBCHIK: I see. Correct.

22 MR. HURWITZ: To a corner.

23 MR. KARP: And at the same time, we want the
24 staircase to look like it's part of the building.
25 Right? So I think that if your concern is seeing

1 the staircase, I would just make the glass frosted
2 and translucent.

3 MS. ADLER: But Kobe, these doors obviously
4 don't open. So why do you need the glass in front?

5 MR. KARP: Let me see where you are at.

6 MS. ADLER: Why do you need that?

7 MR. KARP: Oh, they do open to the unit. The
8 unit on the side can come out and they can walk
9 outside and then they can look to the west. So what
10 we did this the staircase, right? Let's say this is
11 my unit right here, right? We're looking at page
12 A307. A307 can have ops on another floor.

13 I'm sorry there it is. What we did is we did
14 it every other floor. So right here on page A306,
15 right? So bedroom area number three, I can slide
16 the glass door. I slide the glass door and I can
17 come and walk out onto the balcony and look to the
18 west.

19 MS. ADLER: And that's why you need that
20 glass.

21 MR. KARP: And so I need the glass rail so I
22 don't fall off. But what Steve is saying is Kobe,
23 why don't you take the staircase and keep the glass
24 but just make it frosted?

25 MS. ADLER: Yeah. Just so that you can't see.

1 MR. KARP: Yes. Exactly. And then it still
2 lights up from behind and that's a very valid
3 point.

4 MS. ADLER: So then you only need the glass
5 on every other floor. You don't need it on every
6 floor. Did you do that for continuance?

7 MR. KARP: Correct. Correct. We wanted the
8 street to look alive. We didn't want the street to
9 look like a solid wall. So what we did is we made
10 it look broken down here with the landscaping and
11 made it look like units. And then we actually
12 brought the units to wrap around with the glass and
13 then we counterbalanced against the car walk with
14 the straight facade right here. But our intent is
15 the same. We don't want to see the light fixtures
16 inside. So his point is why don't you, if it's
17 glass, why don't you make it frosted? And here, why
18 don't you put the grill and the loover so that you
19 do not see the light fixtures inside the staircase
20 ever. And that's our desire as well. So that's why
21 I agreed to those conditions.

22 MR. BEBCHIK: And then in the rear of the
23 property, it looks like there's a landscaper. Is
24 that a code requirement? Because it would be nice
25 if that rear pool terrace was a little bit wider

1 but -- Oh, for the pool or for the deck.

2 MR. HURWITZ: And that's a private space
3 unique to one unit?

4 MR. KARP: Yeah, this is, oh okay. Yeah this
5 is a private space,

6 MR. HURWITZ: A rooftop pool that's just,
7 that's you said coming down from 2A.

8 MR. KARP: Right. This would be for the lanai
9 unit, and this would be shared by the unit owners.

10 MR. BEBCHIK: So that pool and everything
11 isn't on the level of the drive area.

12 MR. KARP: Correct. It is a few inches above
13 the green space here and it's below the lanai. So
14 when I come to the lanai, I go down the staircase
15 and I have a private oh plunge pool. I have a
16 private deck in a little summer kitchen here,
17 different along the water.

18 MR. BEBCHIK: Got it.

19 MR. KARP: So being on the lower floors has a
20 benefit.

21 MR. HURWITZ: Right.

22 MR. BEBCHIK: Right.

23 MR. HURWITZ: Okay.

24 MR. BEBCHIK: I think that was it for me.

25 MR. HURWITZ: Yeah.

1 MR. BEBCHIK: I'll make a motion to approve
2 with the conditions noted in the Michael Miller
3 report as well as the requirement of fritting the
4 glass at the stair tower and making sure that the
5 lights in the southern stair tower aren't the
6 source of the light is invisible but that it's a
7 kind of indirect lighting.

8 MR. HURWITZ: Landscaping, no palm trees on
9 the sides.

10 MR. BEBCHIK: And then the landscaping on the
11 facade at the intermediate levels be relegated to
12 lower-level planting, not palms.

13 MR. BEBCHIK: And the guest parking to be
14 analyzed.

15 MR. HURWITZ: To study the guest parking to
16 try to --

17 MR. BEBCHIK: Correct. And I know it's your
18 motion, but I mean we have both neighbors on the
19 north, on the south that before you start
20 construction and throughout the process you
21 communicate and make sure they know what's
22 happening.

23 MR. KARP: Absolutely.

24 MR. BEBCHIK: And to discuss the party.

25 MR. KARP: Right. Yes.

1 MR. HURWITZ: And is there a second?

2 MR. BEBCHIK: Second.

3 MR. HURWITZ: All in favor? Aye. Aye.

4 Opposed? Thank you very much. Thank you, sir.

5 Appreciate it. And thank you for the neighbors as

6 well for coming out and sharing the concerns. Okay.

7 It's my job to get us out here before 11 so then I

8 can blame you guys and not me for being late last

9 time.

10 MR. BEBCHIK: And this is only three. Last

11 time we have like nine project.

12 MR. HURWITZ: That's true. Fair point, fair

13 point.

14 MR. BEBCHIK: You're basing per project,

15 you're behind.

16 MR. HURWITZ: Fair point.

17 MS. ADLER: I have your question. Building

18 pass new plumbing in underground. Why don't they --

19 MR. BEBCHIK: I think the building is due but

20 the connection at the city is what they're --

21 MS. ADLER: It should be the responsibility

22 here.

23 MR. BEBCHIK: It's not there.

24 MR. HURWITZ: I'm sorry. It's not my fault.

25 Okay, moving right along. Number four is a request

1 for approval for a new multifamily dwelling for
2 9955 Bay Harbor Development LLC, located 9919-9955
3 East Bay Harbor Drive. No, thank you.

4 Lots 19-21 of block four on March 20th, 2018, the
5 board reviewed and approved the site development
6 plan. However, the developer failed to move forward
7 with obtaining building permits, has received
8 several extensions, code 19 stake declarations and
9 orders. A new developer submitted a new site
10 development application developer proposing to
11 construct a new 33 dwelling unit mid-rise
12 development. That proposed site design incorporates
13 one rectangular shape building on top of a grade
14 level, partial partially a grade level, partially
15 under the building parking garage, extended parking
16 area into yard areas. The proposed building will
17 have seven floors of residential use over the grade
18 level of parking areas. The dwelling units will
19 range in size from 1572 to 4,008 square feet of AC
20 space plus balconies. The proposed building would
21 require the developer to acquire seven TDR units.
22 You guys are done? Are there any public speakers? I
23 have one Francis New. Is there anyone else that
24 would like to speak so we can do this altogether?
25 No, no one else. Okay, great.

1 MR. RUIZ: Good evening again, board. Just for
2 the record. Joe Ruiz with Law offices at 320
3 Miracle Mile, suite 203. I'm here on behalf of the
4 applicant, 995 Bay Harbor Development, LLC. Again,
5 with me today for my office is Steve Warnick and
6 Aaron Grafton from Kobe Architecture. We have Kobe
7 Carp, Rio Bravo, and Marco Des San Leon from E
8 Pacheco. In case there's any landscape comments, we
9 have Juan Pacheco. And again lastly, on behalf of
10 the applicant, we have Alex Tarnovsky, who again
11 came here from Chicago tonight.

12 On behalf of these two applications, we're
13 here before you on an application seeking site plan
14 approval that would allow for the construction of a
15 new eight story 33 dwelling unit. Mid-rise
16 residential development with 69 parking spaces
17 located at 9919-9927 and 9955 East Bay Harbor
18 Drive. By way of background, this property
19 previously had site plan approval in March 2018 for
20 a 35-unit residential development that was approved
21 by the PB. That approval expired in September 2019.
22 You're probably pretty familiar with this site
23 because it came back in February 2021 and 26 units
24 were approved by the PB. This approval is still
25 valid. However, just like the prior project, the

1 property was sold after the last approval and the
2 applicant is here before you to update and enhance
3 the project that was previously approved. So if
4 approved, this application would replace and
5 supersede the 2021 approval.

6 This is a waterfront site comprised of three
7 plotted lots that are approximately 33,752 square
8 feet. All three lots are currently vacant. The
9 property has a future land use map designation of
10 medium high density residential, and the property
11 has a zoning district classification of RM one. To
12 the north is the Anchorage condominium.

13 To the south is the Harbor Park condominium.
14 To the east we have Indian Creek waterway. And then
15 to the west there's a series of developments
16 including the new Bay Harbor town homes, which is a
17 three-story development as well as a two-story
18 development and three one story villas. Based off
19 of the lot size 26 dwelling units would be allowed
20 at the maximum base density of 34. Dwelling is an
21 acre and therefore seven TDR units are required. As
22 part of this application, the application was
23 presented to the DC on September 20th where it was
24 recommended for approval as part of this
25 application.

1 In addition to site plan approval, we are
2 seeking approval for the enhanced architectural
3 articulation and detailing of the building facade
4 and Lua providing the breezeway. This was the same
5 condition that was approved as part of the 2021
6 approval. However, we think that this project
7 better articulates the facade, particularly on the
8 rear of the project, which CO will speak to
9 shortly. We're also seeking approval for tandem
10 parking pursuant to section 2330 F. There are 69
11 spaces being provided. 44 are tandem and 23 are
12 standard single spaces. No mechanical lifts are
13 being provided. 66 parking spaces are being
14 required based off of the number of dwelling units
15 being provided because there are three lots.

16 Three visitor parking spaces are required
17 pursuant of the code. And technically those three
18 spots could be counted towards the 66. But this
19 project decided to provide 66 solely for the
20 residents and provide three separate visitor
21 parking spaces. So a total of 69 spaces in total.
22 Also, we're asking for approval for screening of
23 the parking garage, similar to the last project.
24 That'll be providing the aluminum cladding that
25 again CO will speak to. So unless there's any

1 questions, I will turn the application over to
2 Garp.

3 MR. KARP: Hi, my name is Kobe and if you
4 give me briefly so I can just take you through the
5 project quickly. This is the facade of the
6 building. This is the facade from the street. And
7 what you can see is that what we're trying to do is
8 break it up, having foreground, stepping back and
9 stepping back and working with your staff
10 diligently on this. This is the parking layout and
11 as was mentioned, no lifts are being proposed. This
12 is sort of an interesting plan. If you remember the
13 previous plan, this breaks it up. So we have the
14 corner balconies and terraces and then we, it's
15 kind of a butterfly plan that breaks in the middle
16 and in, because the water wraps around and we're
17 wider to the street. So we broke up the building
18 into multiple components towards the street. So it
19 breaks, goes in and then comes out and then steps
20 back towards the corners.

21 We use that as the pink is the outdoor
22 terraces, outdoor rooms, outdoor living rooms in
23 this size. The notion is that you come, you get
24 dropped off and then you have a living space where
25 people can receive you and then you can go to the

1 private elevator. Here is the butterfly plan that
2 opens up. You can see how the units then have the
3 outdoor living rooms, if you will, off of the
4 living space. And also in the middle, there used to
5 be one long balcony. We broke it up in two, three
6 corner balcony on the left. Corner balcony on the
7 right and one in the middle. We did that going up
8 and down the building. So the butterfly plan allows
9 you to have a corner terrace facing the water. And
10 then because the water curves, the building before
11 was just parallel the previous design.

12 So what we did is we broke it apart into angle
13 and then flat in the middle and then gave us the
14 corner balconies. I don't know if you can see it
15 right here are the corner balconies and then
16 another corner balcony. Before it was just one
17 linear and then one middle on the corner on this
18 side. And then of course towards the street. We
19 also broke it up in the middle and then stepped it
20 one, two, and three going back. And it also angled
21 the walls. The walls are angled along the property
22 line as you go up the building. So it creates an
23 opportunity for a rooftop pool areas, one to the
24 right, one to the left. And then a common pool area
25 in the middle. Everything is screened, all the air

1 conditioning is all screened and hidden away. And
2 then that's the screening that we are proposing for
3 the project.

4 But to be more specific, oops. What we did is
5 trying to go back, but for some reason it does not.
6 Let me go back. I guess I'm just trying to go back
7 to the first page for second is that we created
8 along the water the and i plunge pools, summer
9 kitchen, one on the left, one, one on the north,
10 one on the south. And then give you, thank you so
11 much and then give you the ability to walk through
12 or give you this blow up. It's a little bit better
13 to see the relationship to the street and how we
14 are breaking up the building. Noting it, carving it
15 in and out. And then we also have, thank you here.
16 This is the ground level landscape plant that shows
17 the not out for the unit right here. And then the
18 other unit on the other side has a drop off.

19 And what we try to do is screen it with
20 landscaping. So it kind of has a drop off that is
21 more private with a pedestrian entry that brings
22 you to the lobby. And what are you saying about the
23 drop off for the units in the back? I'm sorry. So
24 right here along the water, if I live in the
25 building, I can come downstairs and go to the bay

1 and get picked up by a paddle or a kayak or a jet
2 ski or a boat. But the lanai unit has a private a
3 pool with a summer kitchen right here for this
4 lanai unit and for this lanai unit.

5 So that creates the private gardens along the
6 water. Do you have five pools in this building? I
7 have one, two, private down three, four, and five.
8 Yes. Five. Yes. And yeah, so what happens is that
9 this is the roofed up again. So what happens is
10 that, you have a private pool here. Private pool
11 here, and then a common pool over here and all the
12 mechanicals being screened off and then landscaping
13 on the rooftop as well. And then we have, ah yes,
14 the material boards, again, like -- Geez.

15 MS. ADLER: How many feet is this building?

16 MR. KARP: Huh? Oh, it's --

17 MS. ADLER: How high is this building?

18 MR. KARP: Same as the other ones, 75 feet to
19 the roof.

20 MS. ADLER: Plus, I see, like, nine stories.

21 MR. KARP: I have seven residential plates,
22 and then I have one ground level of parking that is
23 covered.

24 And that's where we're at on this. Again, the
25 materials are the wood and the stone and --

1 MR. HURWITZ: What are the ceiling heights?

2 MR. KARP: Everything being hand covered --

3 And with that, I'll be quiet, unless you
4 have any more questions or suggestions.

5 MR. BEBCHIK: So what was the issue with the
6 breezeway? There was an exchange for not doing the
7 breezeway. I read in the report that there had to
8 be some embellishment. Is that kind of what --

9 MR. KARP: Ah. So there was a study that I
10 did based on the comments. What we did is we have
11 the corner living room here, we have the middle
12 living room here. And so separately, what we did is
13 we took the aluminum treatment here, and I studied
14 it separately to create more of a separation of the
15 corner treatment here and the corner treatment
16 here, and more define the center. So there's three
17 separate individual pieces, more so. It was part of
18 the comments that Michael gave me -- To be fair to
19 him, I just showed it to him now before --

20 MR. HURWITZ: Sorry, one second. The
21 presentation here doesn't -- that's not what we're
22 looking at.

23 MR. KARP: Right. The presentation that is in
24 front of you is this, and what I was studying is
25 this. But this is the presentation that I was

1 studying with the shade and shadow on the facade.

2 MR. BEBCHIK: So our business -- requirement,
3 how does that work? It's a requirement for every
4 multi-family building?

5 MR. RUIZ: No. For buildings with more than
6 120 feet in width, you're required a breezeway. In
7 lieu of the breezeway, the code says you can
8 provide enhanced architectural articulation and
9 detailing. And that was what was provided as part
10 of the 2021 approval, was that in lieu of the
11 breezeway, they did enhance architectural
12 articulation and detailing. What we're doing now
13 with the project, we're coming back, and we believe
14 what is being proposed enhances what was already
15 done. On the front facade facing Bay Harbor Drive,
16 it was a U. Now, there's a lot more movement to the
17 front of the building. And on the rear, it
18 literally went across but for some balconies. So
19 now you're getting that movement along the rear as
20 well.

21 MR. HURWITZ: Can I make a suggestion or a
22 question for consideration? We're referencing
23 approvals that we don't have in front of us and are
24 relevant, I think.

25 MR. KEAN: Which approvals?

1 MR. HURWITZ: We're referencing improvements
2 to some other project that's not before us. It was
3 already approved, fine. But again, I think we
4 should focus, just to keep it clean, on the project
5 that's being presented, because I don't know what
6 the other project looked like and whether it's
7 better or worse. And it doesn't even make a
8 difference because we're not here to choose, right?
9 This is what's being presented.

10 For Michael, maybe you can just -- For our
11 purposes in the public, the breezeway requirement
12 is over 120 feet, and that's typically two lots, or
13 --

14 MR. MILLER: It's more like three or three
15 plus.

16 MR. HURWITZ: Three plus lots. So when you
17 start to get more than -- This is a three-lot
18 project. The requirement is that you have a
19 breezeway. Technically, that breezeway is defined
20 as what?

21 MR. MILLER: The code describes the breezeway
22 as a break in the building. If you're below 45
23 feet, you do not have to provide that. But the idea
24 was when you have a very large building mass, that
25 you break it up a little bit. And if you look out

1 the window, and I know there's no window right
2 here, but the building at West Bay Harbor Drive on
3 the water, right at Kane Concourse, is the perfect
4 example of the breezeway --

5 MR. KEAN: It's a proper breezeway.

6 MR. HURWITZ: But the proper breezeway, just
7 so everyone understands, was front to back.

8 MR. MILLER: Right, front to back.

9 MR. HURWITZ: Like air coming through, front
10 to back, the entire length of the building?

11 MR. MILLER: It says it's supposed to be 20
12 feet minimum with --

13 MR. KEAN: --

14 MR. HURWITZ: 20 feet minimum width.

15 MR. MILLER: You can have walkways across --

16 MR. HURWITZ: You cannot.

17 MR. MILLER: You can.

18 MR. HURWITZ: You can. And glassed in, you
19 can.

20 MR. MILLER: That's an option.

21 MR. HURWITZ: Open to interpretation.

22 MR. MILLER: It's supposed to --

23 MR. HURWITZ: And how high up?

24 MR. MILLER: To the top of the building.

25 MR. HURWITZ: So for example, the project we

1 saw before had a breezeway that we felt, at the
2 time, that's why it came back today, that it didn't
3 really -- They can offer, which they are offering,
4 architectural embellishments to earn the board's
5 support of not having the breezeway. So that's the
6 question at hand. The one that we just looked at
7 before, last time we were here, I know you weren't
8 here for the first round, but that's why they
9 brought the breezeway.

10 MR. KEAN: Also, a triple wide.

11 MR. HURWITZ: It's at least 20 -- Yeah, which
12 was at least 20 feet wide. I don't remember how --
13 but it went up only, like, two stories. So they
14 took it up another story to try to get more support
15 of a proper breezeway front to back. We've also
16 approved ones that were glassed in because it
17 created that visual requirement --

18 MR. KEAN: Right. It's a mess.

19 MR. HURWITZ: -- and that kind of thing. And
20 I think the applicant today is proposing that
21 there's enough articulation in the overall building
22 with the butterfly footprint that there really is
23 no breezeway at all. That's the question.

24 MR. BEBCHIK: But the code requires it all
25 the way, like a literal break in the building all

1 the way to the roof?

2 MR. KEAN: Well, we don't have that --

3 MR. HURWITZ: Other than a board approval of
4 enough architectural significance and
5 embellishments otherwise to the breezeway or other
6 sections of the building that you say, we don't
7 need that.

8 MR. MILLER: Yeah, the original breezeway
9 code was the traditional break, the physical break.
10 When we rewrote the codes 20 years ago after all
11 the studies, the board at the time wanted the
12 ability, and there was a request from the designers
13 as well, to provide an alternative to that, that
14 you didn't always have to just break the building.
15 And the board has seen lots and lots of different
16 requests. Some you like, some you didn't like, you
17 make them go back and play with a little bit. But
18 the idea, again, is we don't get big boxes, that
19 you have a lot of articulation and break up the big
20 massing.

21 MR. BEBCHIK: Got it. And the articulation in
22 this one before us now, is the butterfly plan, or
23 is it the vertical things, or a combination?

24 MR. KARP: It's a combination. So what we did
25 is, towards the street, we broke up the building,

1 and we made the deep recess. Then towards the
2 water, what we did is we did a few things.
3 Specifically, by having it as a corner block, and
4 another corner block with the corner terraces, it
5 allows us also to move the building in and have a
6 greater -- setbacks because we don't need to have
7 the separation in the middle, which would then be
8 connected by the staircases, because this is the
9 staircases that you would have in the middle.

10 So we saw this an opportunity, and we met with
11 staff, and we took it to DRC and everybody seemed
12 to like it. It allowed us to really create a corner
13 building, a corner building, and a middle building.
14 So we broke it up into three instead of having the
15 two with the breezeway in the middle. People liked
16 it, and then came along and said, "Why don't you
17 also change the footprint of the building? Because
18 the building that was there before was straight."
19 And so we broke it up into the butterfly plan, as
20 we call it, because it's angled here to go along
21 the water, and it's angled here, and then it's
22 straight here. And then in here in the front, it
23 has a notch to come in where the entrance is, and
24 then it steps back to each and every corner.

25 So we started to like that for this site. And

1 it also made it very luxurious because it created
2 huge outdoor living rooms, which are obviously very
3 important. It gave us a corner plunge pool. It gave
4 us corner living rooms here, cornered plunge pool.
5 Gave us big living rooms in the middle with the
6 amenity area on the roof right here. And then this
7 unit has its own private terrace, and this unit has
8 its own private terrace.

9 MR. HURWITZ: Kobi, I'm sorry to interrupt,
10 but the butterfly plan which you're describing, I
11 think one of my questions is that the sections that
12 are supposed to be articulating are actually
13 outdoor balconies, so --

14 Yeah, and in the front too. Yeah, maybe more
15 so in the back. But when we talk about the 80% rule
16 in homes, where something is a two story vaulted,
17 it still reads that mass, here at least. And you
18 look at the back, I'm just pointing out that while
19 in plan it looks like you've got this butterfly
20 happening, it still sort of reads relatively more
21 square because those balconies go from top -- You
22 know what I'm saying? It's not empty space.

23 MR. KARP: Yeah, unless you look at it, like
24 here on the corner, then here it looks --

25 MR. HURWITZ: You can kind of see through,

1 right. Yeah.

2 MR. KARP: And that's what happens. This
3 building in video is very dramatic because as you
4 move along the water, this becomes open to the
5 outdoor elements, and your glass stops here, and
6 your glass stops here. Same thing also in the
7 front. The building has a deep recess, has a
8 vertical, and then it has a step and a step and a
9 step. So that's why we liked this direction quite a
10 bit, and we felt that it can be quite nice. And
11 architecturally, it allowed us to create an
12 opportunity to even break the building up even
13 further by taking this pattern design of the wood
14 and bring it down here to define the corner unit
15 quite a bit.

16 MR. BEBCHIK: I hear you, Kobi, what you're
17 saying, but at least I'm not buying that the --
18 Because what you're gaining here in the project is
19 square footage. Because you don't have to have that
20 breezeway, you can have more square footage, more
21 units, more -- level space. But to me, the trade
22 off, I don't really see -- I see the details you're
23 describing, but to me, the embellishment and what
24 you're adding to the project, I don't really see
25 the signature Kobi Karp like the last project or

1 projects you came before that, at least to me --
2 give that waiver or that, okay, let's not have the
3 true breezeway for what you're describing.
4 That's my opinion. And I'm trying to be practical
5 here because it's 9:30. So if everyone here is
6 aligned that this doesn't really meet the
7 breezeway, let's be practical so they can at least
8 come back and present something. But if everyone
9 else feels you're comfortable, then let's continue
10 the conversation.

11 MR. KEAN: Janet?

12 MS. ADLER: I'm not comfortable at all with
13 this.

14 MR. HURWITZ: What are your concerns or
15 thoughts?

16 MS. ADLER: I think that I've seen so much of
17 your work recently that although you can
18 romanticize with words, butterfly, people passing
19 by don't see butterflies. What they see is a
20 massive building on East Bay Harbor Drive. This
21 size building, it's too tall, number one. It's too
22 dense. It doesn't belong on that piece of property,
23 and it doesn't say Kobi Karp. It just doesn't. So I
24 wouldn't approve this, but I'm just one person.

25 MR. KARP: No, your comments are well-taken,

1 and I'd like to make it a Kobi Karp for you, Janet.
2 That's my intent.

3 MS. ADLER: I look forward to seeing your
4 buildings.

5 MR. KARP: So let me ask you a question,
6 because the previous building did not have the
7 penetration in the middle, and this building does
8 not have the opening in the middle. And what we
9 get, Alan, is that if you put the opening in the
10 middle, by closing it as we are proposing with this
11 plan, we have greater setbacks on the corners and
12 on the outside. So having this whole side open up
13 on both sides, it creates a much more open space.

14 I don't mind working on the facade and making
15 it more like we did the previous one, but I do
16 believe that having the building read three
17 separate buildings, a corner, a center, and a
18 corner, and maybe I need to emphasize that more,
19 would be more dramatic, kind of like what we did on
20 the last design.

21 MR. HURWITZ: Kobi, it's interesting. And
22 Wes, maybe before I speak, let me track you and see
23 how you feel about those two comments that were
24 made, because I think if you agree, then we can
25 kind of wrap it up.

1 MR. BEBCHIK: I agree about the approval but
2 for different reasons maybe, because I do think the
3 breezeway, as a stamp rule, over 120 feet in a
4 breezeway is not necessarily the right way to
5 approach designing these buildings. And I
6 understand what Kobi's saying, that by creating the
7 void in the middle, it naturally pushes you to the
8 edges, which could be bad for the neighbors too.

9 But I think, to Steven's point about the size
10 of those balconies, we're kind of getting that
11 anyway because of the size of those balconies. And
12 I wondered if by reducing them, even if slightly,
13 could we eliminate that corner column, which would
14 be amazing, and you would get more of this effect
15 of these floating balconies that is actually a very
16 art deco thing in solid, not in glass.

17 But the other thing I wanted to point out,
18 speaking about glass, is that glass has a certain
19 reflectivity that other massing materials, etc.,
20 don't. And so there was the vertical materials,
21 which I actually almost prefer the building with
22 less of that stuff. I think it makes sense at maybe
23 the ground level, where you have the lobby and
24 things, but I don't know if I would carry it up
25 because the reflectivity of the glass would

1 actually de-mass the building, almost in the way
2 the Surf Club does. And I know that's one of your
3 projects too, Kobi.

4 And the last thing I'll say on the glass is
5 that in the renderings, it's rendered as this very,
6 very clear, almost like a Starphire clear glass,
7 which I think is what you did over there. It would
8 be important to do that here too, I think, for this
9 specific design. Not the green kind of iron glass,
10 but something very, very clear.

11 But did it make sense what I was saying about
12 the verticals, I think?

13 MR. KARP: Yeah. I think I hear you, and
14 that's why I went to look at the plan. And I think
15 that I can easily accommodate your desire to rid of
16 this vertical column here and here, which would
17 hide it inside the building and allow me to have
18 more of the horizontal translucent corner in there,
19 yes. And I think I can do that.

20 MR. HURWITZ: I wanted also to just mention,
21 on synthesizing some of this -- And I've learned
22 this from my colleagues who are obviously
23 professionals in the field. I play one on TV
24 sometimes, but -- The things that are in the code,
25 for example, the breezeway, what ends up happening,

1 if everyone really follows it perfectly, then you
2 end up having these buildings that all look the
3 same, and they have a cutout in the middle that
4 goes all the way up, and it's really not very
5 interesting. So my immediate reaction to the
6 building was there's no breezeway. And I'm candidly
7 not buying, like everyone else is, that there was
8 enough going on. But I would say that I would be
9 very open to, and really would love to, buy into
10 something that was so significantly different,
11 where you really did create three things, and there
12 was maybe no breezeway, but it really accomplished.

13 So the board is challenged with this idea of
14 it's got to be really special or pronounced enough
15 that we say, okay, it's not a full breezeway. And
16 we've done that a gazillion times. I don't think
17 this is one of them, but I'm not pushing you back
18 to go give us a proper breezeway either, because if
19 we can accomplish -- And you've said this many
20 times, that we're supposed to be promoting unique
21 and different and cool architecture, and not just
22 boxing people in. So we have these codes that point
23 people in certain directions, and it's only when
24 architects really reach and overcome that 80-20
25 rule in an amazing way, you're like, "that's why we

1 did that," and not just checking the box.

2 But I think it's hard because it's a
3 development. It's got to have the density to make
4 sense to pencil out, and we get that. But the
5 biggest thing that people want from us, I think,
6 from the community, is to be the gatekeeper of if
7 you didn't have that many units and if you didn't
8 have that kind of density, you could do something
9 really special. As you know, I don't think this
10 board has been anti-development in any way, but
11 that's really what we're fighting up against.

12 So it's not like, "Hey, it's too big. Hey,
13 it's too dense. Hey, it's too many units." But the
14 reality is, if you could adjust that some and do
15 something really ridiculously special, I don't
16 think I, for one, require a breezeway. But this
17 wasn't enough to be like, "Oh my God."

18 MR. BEBCHIK: I'm on the same boat. It's not
19 like --

20 MR. HURWITZ: Sorry for the long winded --

21 MR. KARP: That's good, Steve. Thank you.

22 MR. BEBCHIK: -- but we would like to see a
23 better articulation of your vision.

24 MR. KARP: Okay. I got it. And I think I can
25 do that. Can you --

1 MR. HURWITZ: And as always, the work is
2 incredible, and we love it.

3 MR. KARP: Thank you.

4 MR. HURWITZ: It's just I think it's a
5 challenge what your assignment was and --

6 MR. KARP: That's fine. I accept it. And I
7 think what we are saying, if I can just reiterate
8 it together, is that we are looking to create
9 corner, one building, second building, and a third
10 building, well-defined, completely separate, with
11 the translucent materials, without the columns, and
12 to give it a punch, kind of like what we did in the
13 front, that defines the three individual buildings.
14 And maybe what it means is there is an
15 architectural statement that separates this one and
16 this one from this one here in the middle, and then
17 really creates that breakup in the middle.

18 MR. HURWITZ: I mean, we've never really seen
19 that, where in lieu of -- We've seen deviations and
20 variations of the breezeway, that it was balconies
21 coming through, or glassed in, or not quite all the
22 way high but really looked cool. So if you could
23 accomplish this three building concept, I think
24 that would be a cool, like, you did it, right? But
25 I also want to mention, just for me, I actually am

1 buying more of the back and having those three
2 elements then I am, however you described it, much
3 better than I could, in the front because I think
4 that there's just a lot of articulation, but it's
5 not clearly defining three buildings in the front.
6 And I'm not saying you have to, but it's just back
7 and forth and back and forth. And that, to me, is
8 not what the code was suggesting of breaking up
9 that mass with the breezeway by just having one,
10 two, three, four, in and out, in and out, in and
11 out.

12 MR. KARP: Thank you.

13 MR. HURWITZ: And it still reads like a big
14 building in front.

15 MR. KARP: Yes. What's going to happen --
16 because I'm going to define this corner and this
17 corner a bit more exposed and taller, if you will.
18 And this horizontality and silver, like we said at
19 the Surf Club, all open. And then here in the
20 front, again, I think you are correct. We'll get
21 rid of some of the landscaping and create the
22 definition of one, two, and a third one in the
23 middle. I now might actually need to do face on
24 facade looking image of what it would look like
25 from the street. That would give you the maximum

1 impact on it. And that's probably what it needs on
2 both of them. But I think I got enough instructions
3 of what I need to do to make the changes and
4 modifications and come back in front of you on
5 that.

6 MR. MILLER: Mr. Chair, before you take any
7 action, it would be appropriate to accept the staff
8 report into evidence.

9 MR. BEBCHIK: Yeah, we want to accept the
10 staff report in evidence without any objections or
11 conditions.

12 MR. KEAN: Sure.

13 MR. MILLER: Okay.

14 MR. KARP: Take two, your honor.

15 MR. HURWITZ: Okay, so just one. I think,
16 Francis, you wanted to speak on the item, and then
17 I think we need to do a motion to defer. Is that
18 appropriate?

19 MR. KEAN: You can do that.

20 MR. HURWITZ: Okay. And then you guys can
21 wrap up. Sure.

22 MS. NUHUT: Francis Nuha, 1060 K and
23 Concourse. If you're wondering why I'm always here,
24 it is because I'm a taxpayer, and I pay a lot of
25 money, and I'm getting a 33% increase in my

1 buildings. Okay? That's to start.

2 The other thing is, I might be
3 misunderstanding, but you are more than just a
4 design review committee. You are approving building
5 permits. You issue them building permits. Whether
6 it goes to council or not, this is what's approved.
7 And on this moratorium that we're having on
8 Thursday, it says that this moratorium is for the
9 issuance of new building permits. So you recently
10 just approved all these building permits. There's
11 no discussion on any of this. And including the
12 applications by the design review, which you
13 mentioned, can we put in the staff report of Mr.
14 Miller, because that's an application. So these are
15 already being passed before they're even brought to
16 the council for TDRs, for the parking. I guess you
17 approved the stack -- What is it called? These --

18 But more importantly is what's going on here.
19 And my perfect example is Church by the Sea because
20 they're a tremendous impact to our town. Number
21 one, it was approved as a Brownfield Site. This is
22 after it was sold to Ocean Cadillac, and it's in
23 Miller's report that it's a contaminated site.

24 MR. HURWITZ: Are you talking about this
25 application? Because that's the one you signed up

1 to speak on.

2 MS. NUHUT: Yes, I am, because -- No, no, but
3 I want to just tell you that --

4 MR. HURWITZ: Okay, so maybe just bring it
5 back to here, then. That'd be great.

6 MS. NUHUT: They talked about sewage
7 problems. They talk about the water. All these
8 things taxpayers pay for, not the developers. They
9 don't even have variances. We don't even have the
10 right to talk because you are talking for us, and
11 you are approving these projects, and they're very
12 expensive, and they're not giving back. Years ago,
13 if somebody wanted a breezeway or eliminate a
14 breezeway, they would have to give something for
15 that, a park or something. These TDRs, we never see
16 the money. Never. And it's missing anyway because
17 it's when -- the other town attorneys, whatever, in
18 escrow account. We still don't see the money. 4.1
19 million, where is it?

20 But more importantly is this so-called
21 breezeway.

22 As I recall, you were the planning zoning
23 committee previous to that, and you approve --
24 Maybe not you, but the other three. And you
25 approved this church. Maybe not you either. I don't

1 think so. But I just want to say that that
2 breezeway, they exchanged for the breezeway -- They
3 didn't have to have a breezeway, if you notice on
4 Church by the Sea, for the exchange of the
5 breezeway, they were not to put a stairwell in the
6 front, and they were supposed to have on the side
7 the entrance to the church.

8 MR. HURWITZ: Can you please wrap up your
9 comments?

10 MS. NUHUT: I'm just saying, you have no
11 control here, and you're approving building
12 permits.

13 MR. HURWITZ: Okay. Thank you. Just so the
14 public understands, we don't approve building
15 permits, and this project isn't being approved
16 tonight either.

17 MS. ADLER: I would like to apologize to
18 Kobi.

19 MR. HURWITZ: What's that?

20 MS. ADLER: Yes, I -- No, that's okay.
21 Francis.

22 MS. NUHUT: Are you sure? Because I --
23 differently.

24 MR. HURWITZ: Yes, I'm pretty sure we don't
25 approve building permits.

1 MS. NUHUT: Is that true, Mr. Miller?

2 MR. HURWITZ: Michael, do we approve
3 building permits? Is this -- Okay.

4 MS. NUHUT: --

5 MR. HURWITZ: Thank you so much. Thank you,
6 Fran.

7 MS. NUHUT: Okay.

8 MR. HURWITZ: Thank you.

9 MS. NUHUT: Thank you.

10 MR. HURWITZ: Appreciate it. Sorry, go ahead.

11 MS. ADLER: I just want to apologize to Kobi.

12 MR. HURWITZ: For?

13 MS. ADLER: For saying that it was too dense.
14 I'm looking at your project, and I'm thinking to
15 myself that what I really meant to say was it's two
16 square. I would love to see some angles. And
17 perhaps you could take that middle building -- I'm
18 not an architect, but I would love to see some
19 angles as opposed to something that's so clear.

20 MR. KARP: No, Janet, I sympathize with you
21 100%. I like the angles very much. I came from the
22 original design that was previously approved here.
23 We don't want to talk about it, but it was straight
24 across. And I broke it up into three pieces, and I
25 made the curves. But I'll come back to you with it,

1 and it'll be much more dramatic on what it is that
2 we discussed.

3 MS. ADLER: So my apologies --

4 MR. HURWITZ: Thanks, Kobi.

5 MR. BEBCHIK: -- I would like to make a
6 motion to defer --

7 MR. HURWITZ: He's a perfect gentleman, and
8 you can't hurt his feelings. He's way too good.
9 Go ahead.

10 MR. BEBCHIK: I would like to make a motion
11 to defer the project.

12 MR. HURWITZ: Looks like you have something
13 you want to say first, and then we'll make a
14 motion.

15 MR. RUIZ: No, if you're going to make a
16 motion to defer, we respectfully request to be
17 deferred to the December 6th meeting.

18 MR. BEBCHIK: You can defer whenever --

19 MR. HURWITZ: We don't schedule that.
20 The town schedules that, so we don't have control
21 over --

22 MR. BEBCHIK: As long as we can get an
23 agenda, do all the requirements --

24 MR. HURWITZ: You can submit, and as long as
25 they can notice it and those sort of things, we're

1 not in charge of that.

2 MR. BEBCHIK: I'd like to make a motion to
3 defer.

4 MR. HURWITZ: All in favor?

5 GROUP: Aye.

6 MR. HURWITZ: Opposed?

7 Thank you very much. Appreciate your
8 time. Thanks a lot.

9 Motion to adjourn is seconded. Oh, sorry.

10 MR. BEBCHIK: We have minutes, but before we
11 do, I don't know, how can we ask town council --
12 Because we've been six board members for quite a
13 while. It would be great if we can have a vote on
14 seventh member because there's many times we're
15 just four here, and having more people really
16 enriches the discussion. I'm not an architect, I'm
17 an engineer. But I would really like for us to have
18 one more architect. I don't know if anyone has
19 suggestions, but that the town council uses one,
20 someone with an architectural background to be --

21 MR. RUIZ: And maybe as a professional, they
22 don't have to be a member of the town.

23 MR. BEBCHIK: Yeah, they don't need to be in
24 the town, but at least to be an architect.

25 MS. LASDAY: We've not received any

1 applications. We keep advertising for it. So
2 hopefully people hear you.

3 MR. HURWITZ: And by the way, I would also
4 encourage -- once upon a time, I found a really,
5 really good architect to sit on the board. And I
6 asked him if he would want to put his application
7 in.

8 MS. LASDAY: That would be helpful. Did you
9 hear of anybody?

10 MR. HURWITZ: And I encouraged the town to
11 appoint him. And that's him. So if anyone knows
12 people that might be interested, it's incumbent
13 upon us too. I'm making a joke, but not everyone
14 comes and applies. So maybe we --

15 MS. ADLER: Matthew is an architect.

16 MR. HURWITZ: Matthew is an architect,
17 correct. But again, just food for thought. It might
18 be helpful -- would be great if people in the field
19 -- We have one vacancy, and we're waiting for an
20 appointment. Is that what it is?

21 MS. LASDAY: We have one vacant seat, and it
22 has been advertised repeatedly. We just have --

23 MR. HURWITZ: Just don't have applicants?

24 MS. LASDAY: We have no applicants.

25 MR. HURWITZ: Okay.

1 MR. KEAN: How many are we?

2 MS. LASDAY: Six. You need a board of seven.
3 You have six.

4 MR. HURWITZ: Yeah. Okay. So maybe if we have
5 any ideas or thoughts, that would be very helpful.
6 And are there certain conditions for that person
7 that's missing? Do they have to be a resident? Do
8 they have to be -- Or is it open seating?

9 MS. LASDAY: There's a combination that's
10 that's allowed, I believe. There's a resident, and
11 there's also people who don't live in the
12 community, but they're professional architects.
13 There's different criteria that can be used. And
14 also, the council has to prove them by a certain
15 amount of votes, as well.

16 MR. HURWITZ: Can you guys let us know, based
17 upon the current, what we need, so we can maybe
18 help try to find an applicant?

19 MS. LASDAY: We will send you the section of
20 the code tomorrow.

21 MR. HURWITZ: The section's fine, but it's
22 also, we all fill certain seats, right? I'm saying
23 that we can read the section, but it won't tell us
24 which --

25 MS. LASDAY: Yeah. But let me just take a

1 look at it with my -- let me review it tomorrow,
2 and then we will send you something tomorrow.

3 MR. HURWITZ: Like I'm a dummy resident, but
4 I'm not an architect. He's an architect. He's an
5 architect but doesn't live in the town.

6 MS. LASDAY: Exactly.

7 MR. HURWITZ: Correct.

8 MS. LASDAY: I understand. Let me just --

9 MR. HURWITZ: I just want to know what that
10 seat would be.

11 MS. LASDAY: We will take a look at it and
12 send it over to you.

13 MR. HURWITZ: Maybe we can help find some
14 people. Thanks so much.

15 MS. LASDAY: Thank you.

16 MR. HURWITZ: Thanks for everyone being here
17 so late too. We really appreciate it.

18 MR. KEAN: -- minutes.

19 MR. HURWITZ: Anyone have a --

20 MR. KEAN: --

21 MR. HURWITZ: No, that's fine. Does anyone
22 want to make a motion on minutes?

23 MS. ADLER: Let's make a motion that we pass
24 the minutes.

25 MR. HURWITZ: Okay. A second?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. KEAN: Second.

MR. HURWITZ: All in favor?

GROUP: Aye.

MR. HURWITZ: Okay. No. Okay. We're
adjourned. Thank you.

* * * * *

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Rufo Lyons, Court Reporter, certify that I was authorized to and did report the MEETING Bay Harbor Islands Building Dep; and that the transcript is a true and correct record of my notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 17th day of NOVEMBER 2022.

RUFO LYONS, Court Reporter

0 0.26 13:8 1 10 30:25 31:1, 2, 9, 20, 21 32:15 33:13 100 14:4 33:2, 4, 6 100% 8:11 25:23 94:21 1060 46:7, 8 90:22 11 32:16 47:8 64:7 11, 249 6:2 11-8.4 12:25 1111 47:12 1177 52:13, 17 12- 44:13 120 74:6 75:12 84:3 13th 6:17 15 6:10 22:22 23:4 31:24 15-story 42:6 150 22:22 32:2, 3 1572 65:19 16 23:4 17th 4:5 18 5:14 6:20 14:17, 18 15:5 19 65:8 19-21 65:4 2 2 10:14 20 10:22 33:21, 23 41:23 46:22	47:2 76:11, 14 77:11, 12 78:10 20-year-old 18:4 2018 4:5 5:17, 25 6:24 13:9 25:15 43:9 65:4 66:19 2019 66:21 2021 66:23 67:5 68:5 74:10 2023 13:10 203 5:1 66:3 20th 65:4 67:23 22 22:17 23 68:11 2330 68:10 2330F 6:20 24 43:4 25 11:21 12:5, 16 32:12 33:10 26 66:23 67:19 28 4:4 2A 62:7 3 320 4:25 66:2 3210 4:20 33 65:11 66:15 33% 90:25 33, 752 67:7 34 6:12 67:20 35-unit 66:20 39 23:4 3rd 11:24	4 4, 000 51:1 4, 008 65:19 4.1 92:18 40-unit 43:14 44 68:11 45 75:22 4574 4:20 5 5-20 12:21 42:10 50 32:7, 9 501 32:24 6 66 68:13, 18, 19 69 66:16 68:10, 21 6:00 45:4 6th 95:17 7 75 4:18 14:3 21:25 25:13 32:3 33:8, 11, 16 72:18 75- 22:1 8 8 6:7 80% 80:15 80-20 86:24 83 32:18 8:00 45:8	9 91 33:15 9751 14:23 9781 4:3, 4 5:2, 15 97th 52:25 9919-9927 66:17 9919-9955 65:2 995 66:4 9955 65:2 66:17 9:00 45:3 9:30 82:5 A A106 35:6 A3 27:7 A302 56:3 A306 24:5 60:14 A307 60:12 A402 36:6 Aaron 66:6 abandoned 52:22 ABBOTT 11:2 ability 71:11 78:12 able 8:7, 22 30:8 54:15 about 10:8 16:5 20:25 21:24 22:15 26:21 32:2 35:12 37:12 40:6, 9 43:5 44:25 45:1 46:9 47:17, 21 48:7 50:12 51:6, 7, 15 55:5, 16, 18 58:16 71:22
---	---	---	--

80:15 83:23 84:1,9,18 85:11 91:24 92:6,7 94:23 above 4:18 26:8 27:16 30:3 32:13, 14,15 35:24 54:13 62:12 absolutely 45:14,20 50:6 63:23 AC 4:21 65:19 accentuate 38:22 accentuating 38:17 40:13 accept 88:6 90:7,9 access 28:15 29:1,5 33:9 49:19 56:25 57:2 accessory 22:7,12 accommodate 7:3 85:15 accomplish 86:19 88:23 accomplished 86:12 according 13:15 account 92:18 acquire 65:21 acre 6:13 67:21 acres 13:8 across 37:20, 21 43:11 52:25 74:18 76:15 94:24 ACS 47:9 action 90:7 activated 48:20	active 25:15 activity 48:15 actually 17:16 19:25 26:12 28:22 37:25 38:10 53:15 54:6 55:17 61:11 80:12 84:15, 21 85:1 88:25 89:23 ADA 54:17 add 18:15 23:24 40:25 added 44:16 adding 81:24 addition 26:15 68:1 Additionally 13:20 address 14:21 16:12 24:15 52:3 adjacent 7:6 10:17 adjourn 96:9 adjourned 100:5 adjust 87:14 ADLER 29:21 30:1,12,15, 18,22,24 31:1,4 32:17, 20,22,24 33:2,4,6,23 38:10,13,18, 25 39:3 40:2, 7 49:11,15, 17,19,22 50:2,9,22 51:1 52:9 60:3,6,19,25 61:4 64:17,21 72:15,17,20 82:12,16 83:3 93:17,20 94:11,13 95:3	97:15 99:23 admitted 24:25 adopted 12:24 22:8,20 45:2 advertised 97:22 advertising 97:1 advocate 58:19 aerial 10:19 after 5:20 17:5 47:7 67:1 78:10 91:22 again 10:22 13:14 16:8 23:13,14,17 25:14 33:16 42:8 51:10,23 53:8 54:21 59:5 66:1,4, 9,10 68:25 72:9,14,24 75:3 78:18 89:20 97:17 against 61:13 87:11 agenda 95:23 aging 20:13 53:9 ago 17:16 22:17 41:23 45:1 46:22 47:2 78:10 92:12 agree 38:21 51:11 83:24 84:1 agreed 61:21 ahead 49:10 94:10 95:9 air 22:12 48:16 70:25 76:9 Alan 34:17 83:9	Alex 5:9 7:19 26:16 66:10 aligned 13:22,24 82:6 alignment 13:11 16:5 alive 16:21 25:15 61:8 all 4:1 6:20 7:12,22 8:1, 13 9:6 12:7 13:1,2 15:8 17:5,6,20,21 18:5 19:18 20:5 23:7,16, 24 25:22 26:4 37:12 38:25 40:25 41:21 42:5 43:10,12 45:8,12 46:12 47:15 50:1 51:11 54:10 57:18,24 64:3 67:8 70:25 71:1 72:11 77:23,24,25 78:10 82:12 86:2,4 88:21 89:19 91:10 92:7 95:23 96:4 98:22 100:2 alleged 24:17 alley 52:20 allocation 18:18,24 allow 5:12 7:12 8:24 24:25 36:15 37:22 49:23 66:14 85:17 allowable 33:17,20 allowed 6:12 22:22,23 25:9 28:6 44:23 67:19 79:12 81:11 98:10
--	--	---	---

allowing 37:8 allows 22:1 70:8 79:5 almost 11:20 12:14 84:21 85:1,6 along 13:18 26:10,11 27:17 30:11 50:16 62:17 64:25 70:21 71:8,24 72:5 74:19 79:16, 20 81:4 already 12:2 45:10 51:8 53:25 58:16 74:14 75:3 91:15 also 5:4,6 6:19 7:1,16, 24 8:7,16 9:1,5 11:12 14:3 16:15 17:14 19:24 20:4 27:9 29:11 30:12 39:24 45:6 51:21 53:22 54:3 58:16 68:9,22 70:4, 19,20 71:15 77:10,15 79:5,17 80:1 81:6 85:20 88:25 97:3 98:11,14,22 alternative 78:13 although 46:9 82:17 altogether 65:24 aluminum 9:8 68:24 73:13 always 12:6 20:25 78:14 88:1 90:23	am 45:3,8 88:25 89:2 92:2 amazing 84:14 86:25 amenable 36:17 37:10 amenity 80:6 amount 34:6 48:20 98:15 analysis 12:22 21:16 24:21 analyze 17:18 analyzed 21:18 63:14 Anchorage 67:12 and 4:5,8,9, 18 5:3,5,8, 20,21,22,24 6:4,5,8,9 7:3,8,17,18, 19,21,24 8:2, 5,7,9,11,18, 20,24 9:1,7, 8,9,21,22 10:7,22,24 11:5,13,15, 21,23 12:6 13:6,8,10,14, 20,24,25 14:11,12,17, 19 15:4,8,9, 12,17 16:10, 13,21,24,25 17:2,5,10,17, 24 18:6,7,8, 11,15,18,22, 23 19:8,10 20:3,7,13,14, 16,24 21:1,2, 8,14,16,18, 20,22,25 22:6,8,10,12, 13,16,18,19, 23 23:4,5,8, 18 24:2,11,	14,18,21,23 25:1,4,5,6, 11,14,15,16, 22,25 26:3,5, 6,9,11,12,13, 14,16,18,19 27:3,9,10,11, 14,17,24 28:3,4,5,10, 12,20 29:5, 11,12,14 30:2,3,6,9,10 31:8,15,19, 21,23 32:12, 14,15 33:9 34:5,7,10,11, 14,15,24,25 35:1,11,12, 19,22 36:2,7, 10,11,18,19, 23 37:3,5,6, 21 38:18,23 39:6,9,13,14, 19,24 40:11, 13,23,25 41:1,3,11,15, 25 42:4,8,9, 19,23,24,25 43:4,8,13,15, 18 44:6,12, 15,19,20,22 45:1,2,9,15, 17,19,22,23, 24 46:11,13, 24 47:2,3,4, 6,7,8,10,15, 16,18,19,21, 22,24,25 48:6,17,21,23 49:4 50:3,5, 6,13,16,21 51:6,12,15, 22,24 52:6,9, 22,25 53:2,9, 10,19,21 54:3,6,8,10, 18 55:8,10, 12,22 56:8, 10,14,23,24	57:10 58:22, 24 59:2,5,6, 9,23 60:2,8, 9,16,17,19, 21,23 61:1,2, 10,11,12,17, 18,20,22 62:2,9,10,13, 15 63:4,10, 13,17,20,21, 24 64:1,5,6, 8,10 65:5,8 66:5,7,9,17, 23 67:1,2,4, 10,14,18,21 68:3,4,11,17, 20 69:3,6,8, 9,10,14,16, 19,24,25 70:4,7,8,9, 13,15,17,18, 19,20,24 71:1,8,10,11, 13,15,17,19, 22,25 72:1,4, 7,8,11,12,13, 22,24,25 73:3,12,13, 15,16,24 74:1,8,9,12, 13,17,23 75:6,7,12,25 76:1,18,23 77:19 78:4, 12,15,17,19, 21 79:1,3,5, 10,11,13,16, 19,21,22,23, 24,25 80:6,7, 14,17 81:2,5, 8,10,14,23 82:4,8,23 83:1,7,8,11, 14,17,18,21, 22 84:5,11, 14,20,23 85:2,4,13,14, 16,17,19,21 86:3,4,6,9,
---	---	--	--

11,15,19,21, 23,24 87:1,4, 7,14,24 88:1, 2,5,6,9,11, 14,15,16,19 89:1,6,7,10, 13,16,17,18, 19,21,22 90:1,3,4,16, 20,22,24,25 91:7,11,19,22 92:10,11,12, 16,23,24 93:6,11,15 94:14,16,24 95:1,7,13,24, 25 96:15,21 97:3,5,10,11, 14,19,21 98:6,10,13 99:2,11	43:1 45:6,13 47:1 48:5,9, 13,14 49:7 65:22 66:8 68:25 73:4 87:10 90:6,10 91:11 96:25 98:5 anybody 97:9 anymore 47:23 anyone 23:24 65:23 96:18 97:11 99:19, 21 anything 23:24 49:5 53:5 anyway 84:11 92:16 apart 70:12 apartment 6:9 44:14 59:9,18 apartments 50:23 51:2 apologies 95:3 apologize 15:3 93:17 94:11 appear 37:25 appears 54:14 Apple 23:11 apples 23:11 applicant 5:2,8 13:20 41:25 48:6 66:4,10 67:2 77:20 98:18 applicant's 10:17,21 11:4 applicants 97:23,24 application 4:11 5:11,23, 24 6:16,19,24 11:11,17 13:12 18:22	21:10 23:18 24:20 41:22, 23 65:10 66:13 67:4, 22,25 69:1 91:14,25 97:6 applications 51:5,24 66:12 91:12 97:1 applied 45:12 applies 97:14 applying 19:19 20:2,16 appoint 97:11 appointment 97:20 appreciate 21:11 23:10, 16,20 24:13 34:18 44:4 53:21,22 54:10 64:5 94:10 96:7 99:17 approach 84:5 appropriate 24:24 25:5 58:20 90:7,18 appropriately 53:15 approval 4:2 5:12,19,20,25 6:18,19 7:1 13:9,11 25:15 65:1 66:14, 19,21,24 67:1,5,24 68:1,2,6,9,22 74:10 78:3 84:1 approvals 74:23,25 approve 19:1 47:17 63:1 82:24 92:23 93:14,25 94:2 approved 4:6 5:18,24 13:3	17:9,14 22:25 25:17 26:16 44:21,22 45:9 48:18 65:5 66:20,24 67:3,4 68:5 75:3 77:16 91:6,10,17,21 92:25 93:15 94:22 approving 19:13 47:24 91:4 92:11 93:11 approximately 6:2 32:14 67:7 April 4:5 architect 5:7 13:15 26:22 94:18 96:16, 18,24 97:5, 15,16 99:4,5 architects 86:24 98:12 architectural 68:2 74:8,11 77:4 78:4 88:15 96:20 architecturall y 81:11 architecture 5:4 34:11 37:5 38:17 40:15 66:6 86:21 are 6:14,21, 22 7:20 9:12, 15 10:3 11:12 12:13 13:13 16:1,11,13 17:7 19:19 20:7,14,18 22:7 24:20 25:8,11,23 27:1 28:14,16 32:17 33:10 34:21 35:22
---	--	--	---

38:17, 23 39:22 42:21 43:17 45:3, 4, 17 48:16, 17 49:2, 4, 11 52:11 53:9 54:21 55:1 56:21 58:13 60:5 65:22 67:7, 8, 21 68:1, 10, 11, 12, 13, 15, 16 69:11 70:15, 21 71:2, 14, 22 72:25 73:1 74:23 77:3 80:2, 12 82:14, 25 83:10 85:22, 24 88:7, 8 89:20 91:3, 4, 14, 24 92:10, 11 93:22 98:1, 6 area 8:2, 8 27:17 43:11 55:3, 12, 15 60:15 62:11 65:16 70:24 80:6 areas 4:18 12:7 65:16, 18 70:23 aren't 63:5 around 7:22 8:1, 13, 15, 25 11:21 28:12 30:9 53:1 55:13 57:18 59:19 61:12 69:16 arrest 11:19 art 84:16 ARTE 26:1 articulates 68:7 articulating 80:12	articulation 36:25 53:20 58:22 68:3 74:8, 12 77:21 78:19, 21 87:23 89:4 as 5:10 6:13, 18, 23 7:23 8:8, 10, 15, 18 9:3, 4 14:2, 24 15:4, 5, 6, 16 17:6 18:15 19:1 20:9, 18 21:11 23:21 24:19 25:1, 7, 24 26:1, 6 27:17 30:7 31:24 35:19 36:10 37:4 45:24 50:17 52:3, 7, 10 53:3 54:6, 22 55:20 56:22 61:20 63:3 64:5 67:17, 21, 24 68:5 69:11, 21 70:22 72:13, 18 74:9, 19 75:20, 22 78:13 79:3, 19 81:3 83:10 84:3 85:5 87:9 88:1 91:21 92:22 94:19 95:22, 24 96:21 98:15 aside 12:1 34:24 ask 14:13 15:15 23:13 41:8, 15 55:22 83:5 96:11 asked 97:6 asking 16:5 34:3 49:5 68:22	assess 19:18 20:14 assignment 88:5 assume 16:3, 7 50:14 at 4:15, 18, 25 5:15 6:12 9:10 10:14 12:15, 23 13:13, 17, 21 14:24 16:6 17:9 19:10, 13, 14 21:19 22:20 23:8, 19, 23 26:1 27:1 32:18 33:15 35:5 38:3 39:22, 23 40:11 41:21 43:21 47:12 49:7, 25 50:1 52:19 54:6, 13, 18, 21 56:7 58:10 59:9, 23 60:5, 11 63:4, 11 64:20 66:2, 17 67:20 72:24 73:22 76:2, 3 77:1, 6, 11, 12, 23 78:11 80:17, 18, 23 81:17 82:1, 7, 12 84:22 85:14 89:18 94:14 96:24 99:1, 11 attention 21:3 attorneys 92:17 attractive 38:19 audience 52:18 authority 25:3 avoid 55:14	aware 12:8 18:19 19:2 48:13, 25 49:4, 7 53:6, 7, 8 away 29:25 71:1 Aye 64:3 96:5 100:3 B back 5:21 8:14, 20, 23 9:24 15:22 24:12 27:19 30:9 31:9 45:8 53:1 58:7 59:5, 14 66:23 69:8, 9, 20 70:20 71:5, 6, 23 74:13 76:7, 8, 10 77:2, 15 78:17 79:24 80:15, 18 82:8 86:17 89:1, 6, 7 90:4 92:5, 12 94:25 background 5:17 66:18 96:20 backing 13:4 backlight 40:23 bad 84:8 bal 70:16 balconies 4:21 8:6 58:13 59:8 65:20 69:14 70:14, 15 74:18 80:13, 21 84:10, 11, 15 88:20 balcony 56:24, 25 58:10 60:17
--	--	---	--

70:5,6 base 6:12 15:17 22:18 25:13 33:12, 16 67:20 based 6:11 11:18 14:8 20:2 67:18 68:14 73:10 98:16 basic 11:10 basically 11:22 12:16 13:10 29:4 34:2 39:4 43:7 basing 64:14 basis 52:1 bathroom 22:7 bay 4:3,4 5:2,15 14:18, 23 15:14 18:20 19:22 47:16 48:23 52:25 65:2,3 66:4,17 67:16 71:25 74:15 76:2 82:20 beautiful 37:17 48:23 BEBCHIK 9:12, 15,17,19 10:24 11:3 15:21 16:2,17 18:1,11 19:4 20:9 24:1,3 27:18,22 28:25 29:3 30:4 31:10 33:19,22,24 34:1,4,9 35:4,9 36:24 37:14,17,24 38:12 39:4 40:19,25 41:7 46:3 49:16 51:4,18 52:4 53:13 55:2,5,	17,20,25 57:4,7 58:18, 22 59:15,21 61:22 62:10, 18,22,24 63:1,10,13, 17,24 64:2, 10,14,19,23 73:5 74:2 77:24 78:21 81:16 84:1 87:18,22 90:9 95:5,10,18,22 96:2,10,23 because 8:25 9:6 11:5 16:14 18:3 19:12 23:22 24:4,7 28:2 30:7 34:6 35:18,22 36:18 37:1,13 40:12 43:10 45:8 47:2 50:2,4,7,9 51:16 52:20 53:3 54:1,13, 20 55:24 57:7,13 59:17,19 61:24 66:23 68:15 69:16 70:10 75:5,8 77:16 79:6,8, 17,20 80:1,21 81:3,18,19 82:5 83:6,24 84:2,11,25 86:18 87:2 89:3,16 90:24 91:14,19,25 92:2,10,16 93:22 96:12, 14 becomes 81:4 bedroom 60:15 bedrooms 51:2 been 7:18 8:7 10:21 13:11	14:4,17 19:20 25:2 43:4,8 45:9 48:9 51:4 52:22 87:10 96:12 97:22 before 5:11, 23 6:14 8:9 11:9 13:12 15:22 16:14 21:17 22:17 26:6 41:22,24 51:4 52:16 63:19 64:7 66:13 67:2 70:10,16 73:19 75:2 77:1,7 78:22 79:18 82:1 83:22 90:6 91:15 96:10 begs 12:14 behalf 5:1,8 10:15 66:3,9, 12 behind 28:3 55:25 56:10, 24 58:13 61:2 64:15 being 6:23 7:5 25:7,8, 10,11,18 62:19 64:8 68:11,13,15 69:11 72:12 73:2 74:14 75:5,9 91:15 93:15 99:16 believe 11:10,12 23:4 25:11 35:8 42:9,14 45:3 74:13 83:16 98:10 belong 82:22 below 36:10 62:13 75:22 benefit 62:20	better 9:1 51:9 68:7 71:12 75:7 87:23 89:3 between 4:20 23:15 41:25 42:1 beyond 42:11 BFE 4:18 big 23:23 54:1 78:18,19 80:5 87:12 89:13 bigger 39:5 biggest 87:5 billing 49:4 Biscayne 10:15 bit 9:1 14:10 21:13 27:11 34:20,22 55:4,11 59:16 61:25 71:12 75:25 78:17 81:10,15 89:17 blame 64:8 Bless 26:5 block 4:4 9:23 52:20 53:1 65:4 79:3,4 blocked 51:22 blocks 50:20 blow 9:2 71:12 blown 9:1 board 4:5,25 8:10 10:8,14 12:8,21,23 14:13 16:10 19:5 21:4,9 23:13,17 36:22 42:3,4 65:5 66:1 70:16 78:3, 11,15 86:13 87:10 96:12
--	---	--	--

97:5 98:2 board's 77:4 boards 9:5,23 72:14 boat 72:2 87:18 Boom 57:16 both 8:11,19 27:8 30:24 34:5,7 43:19 46:12 47:3 58:3 63:18 83:13 90:2 bother 9:5 bottom 7:23 Boulevard 10:15 boutiquey 28:6 box 87:1 box- 55:14 boxes 78:18 boxing 86:22 brand 46:25 Bravo 5:5 66:7 break 69:8 75:22,25 77:25 78:9, 14,19 81:12 breaking 71:14 89:8 breaks 69:13, 15,19 breakup 88:17 breezeway 68:4 73:6,7 74:6,7,11 75:11,19,21 76:4,5,6 77:1,5,9,15, 23 78:5,8 79:15 81:20 82:3,7 84:3,4 85:25 86:6, 12,15,18 87:16 88:20	89:9 92:13, 14,21 93:2,3, 5 briefly 69:4 bright 40:11 bring 8:24 81:14 92:4 brings 28:5 71:21 broke 69:17 70:5,12,19 78:25 79:14, 19 94:24 broken 61:10 brought 8:10 46:11 51:4,5 54:10 61:12 77:9 91:15 Brownfield 91:21 buffer 8:14 31:22 building 4:8, 14,16,22 7:5, 16,20 8:4,6, 14,17 9:7,9, 11 10:24 13:17 18:17, 20 21:24 22:2,10,11,14 23:2,19,22 25:24 26:5,6, 15,25 28:5,7, 9,17 31:10, 14,16,21 33:9,11 36:8 37:8 38:24 42:7,9 43:4, 8,12,14,16 44:15 46:24 48:22 50:7 51:25 52:19 53:19 54:8,23 56:12,13,21 59:24 64:17, 19 65:7,13, 15,16,20 68:3 69:6,17 70:8,	10,22 71:14, 25 72:6,15,17 74:4,17 75:22,24 76:2,10,24 77:21,25 78:6,14,25 79:5,13,17,18 81:3,7,12 82:20,21 83:6,7,16 84:21 85:1,17 86:6 88:9,10, 23 89:14 91:4,5,9,10 93:11,14,25 94:3,17 building's 38:6 buildings 22:22 43:11 47:24 55:10 74:5 83:4,17 84:5 86:2 88:13 89:5 91:1 built 23:23 48:9 52:16 burden 18:1,3 burdens 19:16 burn 18:6 burnt 17:23 business 74:2 but 13:15 15:12 16:6,7, 10,15 17:1, 11,23 18:1,5, 9,21 19:1,10, 14 20:9,19 21:10 22:15, 16 23:1,3,14, 17,21 24:6,15 26:9 27:18 28:1,14 29:1, 10 33:11 35:13 36:22, 24,25 37:12 38:5,11 39:5,	17 40:5,11,23 43:1,6,9,20, 22 44:24 45:5,10 46:5 47:5,13 48:24,25 49:2 50:8,18 51:14,20,23 53:16 54:11, 15 56:2,4,11 58:16,18 59:5 60:3,22,24 61:14 62:1 63:6,18 64:19 68:18 71:4,5 72:2 73:25 74:18 75:3,23 76:2,6 77:8, 13,24 78:17 80:10,15 81:17,21,23 82:8,24 83:15 84:1,9,17,24 85:10,11,24 86:8,12,17 87:2,4,10,13, 16,22 88:22, 24 89:4,6 90:2 91:3,18 92:2,20,24 93:1 94:18, 23,25 96:10, 17,19,24 97:13,17 98:12,21,23, 25 99:3,5 butterflies 82:19 butterfly 69:15 70:1,8 77:22 78:22 79:19 80:10, 19 82:18 buy 86:9 buying 81:17 86:7 89:1 buzz 29:11, 13,14
---	--	--	---

by 5:17,18 12:23 15:24 21:18 24:16 26:14 41:4 44:23 48:18 51:9,18 62:9 66:18,21,24 72:1 79:3,8 81:13 82:19 83:10 84:6,12 89:9 91:12,19 93:4 97:3 98:14 C Cadillac 91:22 cake 24:8 call 12:3 21:2 54:22 79:20 called 16:23 22:20 91:17 came 26:16,20 52:25 66:11, 23 77:2 79:16 82:1 94:21 can 7:14 8:19 10:6,20 12:18 14:13 16:5,16 19:11 23:13 26:24 27:11, 12,13 28:10, 11,12 29:11, 14 30:9 34:19 36:4 39:14 42:22 43:22 44:16 45:5 47:8,10,12,14 50:14 53:25 54:18 55:8,10 57:10,18,19 58:9 60:8,9, 12,15,16 64:8 65:24 69:4,7, 25 70:2,14 71:25 74:7,21	75:10 76:15, 17,18,19 77:3 80:25 81:10, 20 82:7,17 83:24 85:15, 19 86:19 87:24,25 88:7 90:19,20 91:13 93:8 95:18,22,24, 25 96:11,13 98:13,16,17, 23 99:13 can't 13:16 29:20 46:16 48:25 60:25 95:8 candidly 86:6 Cane 46:7 cannot 26:21 76:16 canopy 35:18 capital 20:17 car 28:15 50:19,20 61:13 carbon 54:8 cardiac 11:19 care 34:7 Carol 46:13, 19 Carp 66:7 Carroll 6:10 10:16 11:6 14:24 22:15, 25 26:21 29:22,24,25 30:18,20,22, 23 31:3,5,10, 20,24 32:9 41:20,25 42:8 43:3 carry 84:24 cars 8:11 50:14 carving 71:14 case 43:2 54:25 66:8	caused 18:6 ceiling 73:1 center 73:16 83:17 certain 23:23 26:7 52:15 84:18 86:23 98:6,14,22 chair 5:11 6:13 24:13 31:19 41:8 90:6 challenge 88:5 challenged 86:13 change 79:17 changes 43:8 90:3 changing 45:7 charge 96:1 charter 21:25 22:8 checking 87:1 Chicago 5:9 66:11 Chinese 40:22 choose 75:8 church 91:19 92:25 93:4,7 city 16:16 19:8 54:5 64:20 cladding 68:24 clarification 14:1 41:16 clarified 25:12 clarify 16:10 31:19 clarifying 41:13 classification 6:6 67:11 clean 75:4	clear 20:15 45:17 59:3 85:6,10 94:19 clear- 33:1 clearly 45:10 89:5 clerk 10:2,4 11:8 15:20 24:23 42:12 client 13:13, 25 14:7 clients 13:16,18 close 10:20 42:5,9 closed 52:22 closely 7:17 closer 27:11 closing 83:10 Club 85:2 89:19 code 11:17 12:22 13:1 14:6 16:7 26:2 42:2 43:6 44:23 45:15,19,20 48:18 51:7,15 61:24 65:8 68:17 74:7 75:21 77:24 78:9 85:24 89:8 98:20 codes 23:7 55:13 78:10 86:22 colleagues 85:22 colored 7:22 column 35:8 39:10 58:14 84:13 85:16 columns 88:11 combination 78:23,24 98:9 come 5:21 16:9 26:11
---	---	---	--

27:10 28:3,10 29:11,12,15 30:9 35:25 51:24 57:10, 12,18,19 58:9 60:8,17 62:14 69:23 71:25 79:23 82:8 90:4 94:25 comes 15:22 27:15 47:25 55:21 69:19 97:14 comfortable 82:9,12 coming 12:4, 17 49:2 57:15 62:7 64:6 74:13 76:9 88:21 comment 10:7 15:16 21:24 26:21 comments 21:6,23 24:16 44:4 48:6 49:9 66:8 73:10,18 82:25 83:23 93:9 commission 11:25 committee 6:17 21:19 91:4 92:23 common 4:18 55:12 70:24 72:11 communicate 63:21 community 87:6 98:12 comp 24:18 company 50:6 comparable 26:2 compare 23:9 41:22	compete 23:15 competencies 15:12 competing 36:13 complaints 48:9,15 completed 20:1 completely 25:11 88:10 complex 6:9 compliance 12:24 41:2 51:7 compliant 25:23 complied 25:11 comply 26:6 45:15,20 components 69:18 comprehensive 11:12,15 comprised 6:1 67:6 concept 88:23 concern 13:25 40:10 51:11 59:2,25 concerned 20:25 43:5,10 52:11 concerns 16:9 21:6,11 23:16,20 64:6 82:14 concourse 46:7,9 47:12, 14 52:13 76:3 90:23 concrete 34:14 concurrency 11:13 12:9, 11,24 15:25	16:13 21:1 24:18 42:11 condition 41:4,5 53:25 68:5 conditioning 22:13 48:17 71:1 conditions 41:2 44:13 61:21 63:2 90:11 98:6 condo 11:6 44:15 condominium 6:7,10 10:16 67:12,13 congratulation s 37:15 connected 79:8 connection 64:20 connects 37:1 conscientious 19:6 consider 13:14 15:16 23:18 42:11 43:21 consideration 74:22 considered 41:21 42:6 44:16 considering 42:5 consistent 11:16 constant 14:19 15:7 construct 4:12 65:11 construction 5:13 11:22 15:6,13 45:2, 3,22 63:20	66:14 contaminated 91:23 contending 20:18 contest 23:15 continuance 61:6 continue 18:8 54:15 82:9 continuing 52:1 contractors 45:10 contrary 53:16 contrast 41:22 contribute 15:14 control 93:11 95:20 conversation 34:25 82:10 cool 7:10 86:21 88:22, 24 copy 24:22 corner 56:4, 12,15,21 57:13 58:12, 16 59:22 69:14 70:6,9, 14,15,16,17 73:11,15 79:3,4,12,13, 24 80:3,4,24 81:14 83:17, 18 84:13 85:18 88:9 89:16,17 cornered 80:4 corners 69:20 83:11 correct 29:7 31:13,16 32:1 36:2 42:20
---	---	--	--

46:14,15 52:15 56:14, 24 57:14,25 59:21 61:7 62:12 63:17 89:20 97:17 99:7 could 11:19 13:3,22 17:21 20:17 29:1 38:3 52:4 54:4 68:18 84:8,13 87:8, 14 88:22 89:3 94:17 couldn't 59:13 council 17:8, 14 19:9,17 20:12,13 21:7 22:20 47:20 51:14 52:2 91:6,16 96:11,19 98:14 counted 68:18 counterbalance d 61:13 couple 21:23 47:15 coupled 12:15 course 15:17 42:19 70:18 court 23:2 cover 9:6 39:10 covered 72:23 73:2 COVID-19 4:9 cramming 15:12 crazy 15:6 create 8:6,7, 22 20:8 28:4, 6 73:14 79:12 81:11 86:11 88:8 89:21	created 8:12, 16 9:1 20:4 26:9,13 27:12 53:17 71:7 77:17 80:1 creates 8:16 35:21 39:7 70:22 72:5 83:13 88:17 creating 8:14 51:21 84:6 Creek 6:8 67:14 criteria 98:13 cubic 36:9,23 37:22 curious 44:25 49:2 current 5:21 17:22 23:7 45:15,20 98:17 currently 6:3 15:15 43:17 45:12 67:8 curves 70:10 94:25 cutout 86:3 D damage 17:1 damaged 17:7 date 54:23 David 10:10, 12,14 24:19 42:13 DC 67:23 De 5:6 de-mass 85:1 deal 21:4 dealing 21:8 debate 41:11 debating 41:12	December 95:17 decided 68:19 decision 15:17 17:9 deck 4:19 27:16 32:18, 20,21,22 62:1,16 declarations 4:9 65:8 declining 22:19 deco 84:16 decorative 57:1,2 dedicated 50:17 deep 79:1 81:7 deer 39:23 defer 90:17 95:6,11,16,18 96:3 deferred 95:17 deficiency 52:23 define 73:16 81:14 89:16 defined 75:19 defines 88:13 defining 89:5 definitely 16:6 58:21 definition 89:22 degradation 14:20 15:7 delete 36:19 demonstrating 12:23 denial 14:8 dense 82:22 87:13 94:13 density 6:5, 12 47:23	67:10,20 87:3,8 department 44:20 departments 18:21 DERM 18:22 Des 66:7 described 89:2 describes 75:21 describing 80:10 81:23 82:3 design 4:13 6:16 11:14 13:7,25 14:9 16:15 19:13 26:20 34:16 37:8,17 47:11 56:24 65:12 70:11 81:13 83:20 85:9 91:4,12 94:22 designation 6:4 67:9 designers 78:12 designing 84:5 desire 61:20 85:15 despair 22:18 detail 39:9 detailing 38:5 68:3 74:9,12 details 15:10 81:22 developer 4:7,10,11 65:6,9,10,21 developers 18:12 92:8 development 4:3,6,10,13
---	---	---	--

5:2,14,18 17:21 18:2, 16,25 19:1,7 21:17,19 24:21 54:5 65:2,5,10,12 66:4,16,20 67:17,18 87:3 developments 67:15 deviations 88:19 devil's 58:18 did 8:12 17:1,16 24:2, 11 26:1 27:12 28:1 34:4,15 42:17 52:24 60:10,13 61:6,9 70:7, 12 71:4 73:10,12 74:11 78:24 79:2 83:6,15, 19 85:7,11 86:11 87:1 88:12,24 97:8 didn't 14:6 15:4 23:2 45:11 50:2 52:14 61:8 77:2 78:14,16 87:7 93:3 difference 25:16 75:8 different 25:25 59:10 62:17 78:15 84:2 86:10,21 98:13 differently 93:23 difficult 38:4 diligently 19:19 69:10 direction 54:13 81:9	directions 86:23 directly 6:9 27:4 disappear 52:3 disapproving 51:25 discuss 63:24 discussed 12:11 95:2 discussing 51:7 discussion 19:15 20:24 21:10 52:2 91:11 96:16 disgusting 48:1 distance 42:1 district 6:6 22:1,21,22 67:11 disturbing 46:13 do 7:15 10:18 12:7,19 17:11,14,18 18:11,12,14 19:6,23 21:18 24:4 25:22 26:2 28:10 35:22 37:12, 13 40:2,4 41:10,21 42:9 45:16 48:2,14 54:23 55:12 58:1 60:4,6,7 61:6,19 65:24 69:7 71:19 72:6 75:23 83:15 84:2 85:8,19 87:8, 14,25 89:23 90:3,17,19 94:2 95:23 96:11 98:7	does 17:15,24 18:9 20:12 26:5 28:8 35:25 42:10 55:13 71:5 74:3 83:7 85:2 99:21 doesn't 12:6 21:4 36:15 49:13 50:7 73:21 75:7 82:6,22,23 99:5 dog 30:10 doing 19:9 34:24 36:11 73:6 74:12 don't 9:9,23 12:12,17 15:11 16:12 17:19 20:5,6 26:22 36:21 37:2 38:11 40:23 42:21 44:10,15 46:25 47:4,8, 13,17,22,25 49:18 51:8,22 52:18 54:16 58:4,19 59:6, 11 60:4,22,23 61:5,15,16, 17,18 64:18 70:14 74:23 75:5 77:12 78:2,6,18 79:6,16 81:19,22,24 82:19 83:14 84:20,24 86:16 87:9,15 92:9,18,25 93:14,24 94:23 95:19, 20 96:11,18, 22,23 97:23 98:11 don't- 41:11	done 4:24 40:12 41:23 65:22 74:15 86:16 door 23:22 26:7 46:24 57:22 60:16 doors 57:20 60:3 double 23:7 50:15 down 8:3 9:23 17:6 26:19 27:15 36:10 42:25 53:1 55:21 61:10 62:7,14 70:8 72:7 81:14 downstairs 71:25 drainage 25:6 26:3 dramatic 81:3 83:19 95:1 DRB 25:3 42:10 DRC 25:4 79:11 drive 4:4 5:2,16 14:23 19:22 28:3 47:16 48:23 62:11 65:3 66:18 74:15 76:2 82:20 driveway 49:19,23 drop 71:18, 20,23 dropped 69:24 due 18:1 64:19 dummy 99:3 during 45:22 dwelling 4:3, 12,19 5:13 6:11,13 65:1, 11,18 66:15
---	---	--	---

67:19, 20 68:14	elevator 22:5, 13 27:4, 13 28:12, 19 29:17 30:10 70:1	enhances 74:14	ever 21:17 40:18 49:16 61:20
E		enjoy 57:10	every 21:16 22:11 43:19 60:14 61:5 74:3 79:24
each 51:23 79:24	elevators 28:14	enlarge 53:2	everybody 18:23 35:23 55:13 79:11
earlier 20:20 44:12 54:12	eliminate 84:13 92:13	enlarged 53:4	everyone 52:7 76:7 82:5, 8 86:1, 7 97:13 99:16
earn 77:4	else 18:23 23:24 65:23, 25 82:9 86:7	enlightening 19:4	everyone's 20:25 21:2 23:16
easily 85:15	embellishment 73:8 81:23	enough 17:20 48:8, 11 77:21 78:4 86:8, 14 87:17 90:2	everything 20:11 21:2 35:12 45:24 62:10 70:25 73:2
east 4:4 5:15 6:7 14:23 29:22 30:18, 20 35:19 47:4 65:3 66:17 67:14 82:20	embellishments 77:4 78:5	enriches 96:16	Everything's 52:8
eat 54:16	emergency 17:9 18:7 45:19	enter 27:13 28:12	everywhere 37:4
Ecopacheco 5:6	emphasize 83:18	entire 17:10, 15, 18, 23 20:12 76:10	evidence 12:1 24:25 41:1 90:8, 10
edges 84:8	empty 80:22	entitlement 42:1, 3	exactly 9:19 56:17 61:1 99:6
effect 55:9 84:14	enclosed 54:8	entrance 56:8 79:23 93:7	example 24:5 26:1 56:3 76:4, 25 85:25 91:19
egregious 15:10	encourage 23:17 97:4	entry 71:21	exceeded 43:15
egress 54:14	encouraged 97:10	envisioning 59:7	excellent 13:15
eight 4:16 5:13 15:5 66:15	encroach 45:24	equally 34:6	exception 44:24
eight-story 42:8	encroaches 24:6	Erin 5:3	exceptions 45:5
either 19:1 38:3, 13 86:18 92:25 93:16	end 7:20 50:18 52:19 53:24 86:2	escrow 92:18	exchange 73:6 93:4
elegant 6:7 27:25	ends 85:25	especially 15:5	exchanged 93:2
element 11:16 35:15, 20, 21 37:22 40:1 53:18	enforcement 52:6	essentially 8:5 11:18	
elements 34:13 36:9 81:5 89:2	engineer 96:17	etc 84:19	
elevation 22:3 25:13 33:12 57:23	engineering 21:20	evaluate 20:10, 11	
	engineers 16:25	even 27:10 40:16 42:7 43:13 47:20 50:14 57:5 58:25 75:7 81:12 84:12 91:15 92:9	
	enhance 5:22 67:2 74:11	evening 4:24 7:11 10:13 14:16 16:19 20:20 66:1	
	enhanced 68:2 74:8		

execute 37:25 exits 56:9 expecting 20:22 expensive 92:12 experience 59:8 experiences 48:13 expired 66:21 explain 26:24 explained 34:10 exposed 40:6 89:17 extended 45:17 65:15 extends 7:4 extensions 4:9 25:14 33:17,20 65:8 exterior 39:19,21 extra 18:5 eye 11:22	fair 64:12,16 73:18 fall 60:22 familiar 66:22 family 46:23 far 18:15 29:21 52:10 fault 64:24 favor 23:21 41:10 64:3 96:4 100:2 FBC 4:19 February 66:23 feed 42:24,25 feel 13:16,18 14:11 26:14 36:11,22 37:3 83:23 feeling 8:17 feelings 95:8 feels 36:22 37:6 38:16 82:9 fees 18:12,14 feet 4:18,21 6:3 14:3,4 21:25 22:22 23:6 25:13 29:25 30:1, 12,23,24,25 31:1,2,3,20, 21 32:2,8,9, 13,18 33:2,4, 7,13,16,21,23 42:6 51:1 65:19 67:8 72:15,18 74:6 75:12,23 76:12,14 77:12 84:3 fellow 19:5 felt 35:20 77:1 81:10 FEMA 22:3	few 26:19 34:21 53:13 62:12 79:2 field 85:23 97:18 fighting 87:11 fill 98:22 finally 11:13 14:1 42:9 find 98:18 99:13 fine 15:3,4 51:20 75:3 88:6 98:21 99:21 finish 9:8 39:13 finishes 7:19,21 8:9 9:7 25:25 26:18 fire 44:19 first 10:11, 18 11:15 12:6 22:8,9 25:3 32:9 41:19 48:1 71:7 77:8 95:13 five 22:23 23:1,5 29:25 30:1,12,23,24 31:3,22 42:6 46:20,25 72:6,7,8 five- 31:5 five-foot 41:24 46:14, 18 fixtures 61:15,19 flat 70:13 flattened 22:18 flew 5:9 flex 25:21 54:24 55:3,11	floating 27:20,23 84:15 flood 22:3 25:13 33:12, 16 flooding 17:6 18:2 48:1 floor 4:23 26:25 28:19, 22 29:8,9,14, 18,20 31:19 36:12 38:13, 14 54:13 58:5 60:12,14 61:5,6 floors 4:16 32:16 62:19 65:17 flow 12:4 26:25 59:17 fob 28:18 29:3 focus 8:21 75:4 folks 27:3 follow 21:13 45:19 following 47:19 follows 86:1 food 97:17 foot 22:2,23 31:6,22 41:3 46:20,25 footage 81:19,20 footprint 77:22 79:17 for 4:2,3 5:12 6:14,18 7:1 8:2,8 10:22,23 11:9 12:20 14:17, 18 15:1,4,18 16:6,10,20 17:12,17,20 18:14,25
F			
facade 31:21 61:14 63:11 68:3,7 69:5,6 74:1,15 83:14 89:24 facades 34:9 face 29:13 89:23 facilities 22:6 facing 70:9 74:15 fact 11:18 19:7 47:7 52:1 failed 4:7 65:6			

19:4,19,23,24 20:2,4,16,19, 23 21:3,16 24:5,25 25:16,25 26:3 27:8,14 31:20 33:3 34:3,16 35:3 41:6,14 42:4 43:4,9 44:17,24 48:6,7 50:15 52:17 54:5 56:3 58:22 61:6 62:1,8, 24 64:5,6,8 65:1 66:1,5, 14,19 67:24 68:2,9,19,22 70:23 71:2,5, 7,17,23 72:3, 4 73:6 74:3, 5,18,22 75:10 76:25 77:8 79:25 82:3 83:1 84:2,8 85:8,25 87:16,20 88:25 91:8,16 92:8,10,14 93:2,4 94:12, 13 96:12,17 97:1,17,19 98:6 99:16	fourth 29:14, 17 Fran 48:4 94:6 Francis 46:8 65:23 90:16, 22 93:21 free 34:3 43:10 freeboard 4:19 Friday 45:4 fritting 63:3 from 5:3,4,9 7:5,6,14 8:11,23 9:3 12:4 19:13 22:3,24 23:6 25:13,15,17 27:3,15 29:22 30:16 31:7,8, 11 33:12 34:24 35:6 38:5 43:18 47:10,14 51:16 57:12, 18 61:2 62:7 65:19 66:6,7, 11 69:6 78:12 80:21 85:22 87:5,6 88:16 89:25 94:21 from- 57:15 front 7:16 8:15,20 28:1, 2 34:20 43:17,22 50:17,20 51:17 55:7 60:4 73:24 74:15,17,23 76:7,8,9 77:15 79:22 80:14 81:7 88:13 89:3,5, 14,20 90:4 93:6	frosted 60:1, 24 61:17 full 37:20 56:4 86:15 fun 37:22 functional 18:9 functioning 16:21 17:23 funds 18:13 funny 34:10 further 12:1 81:13 future 6:4 17:3 54:5 67:9	24:12 28:8 35:10 37:7 38:4 49:25 51:22 64:7 69:23 72:1 75:17 77:14 78:18 83:9 84:14 87:4 89:20 95:22 gets 56:14 getting 19:10,20 74:19 84:10 90:25 give 8:21 9:2 69:4 71:10, 11,12 82:2 86:18 88:12 89:25 92:14 given 25:2 giving 92:12 glass 9:8 56:18,19,20 57:2,21,24 58:13 59:3,4, 5 60:1,4,16, 20,21,23 61:4,12,17 63:4 81:5,6 84:16,18,25 85:4,6,9 glassed 76:18 77:16 88:21 glow 40:20 glowing 40:23 go 10:11 12:9 15:10 18:13, 22 28:21 29:3,20 30:19 38:3 40:20 49:10 54:12, 15 59:19 62:14 69:25 70:22 71:5,6, 25 78:17 79:20 80:21 86:18 94:10 95:9
foreground 69:8 foremost 11:15 formal 19:11 forth 25:6 53:10 89:7 forward 4:7 37:9 65:6 83:3 found 97:4 four 4:5 17:8 41:6 50:14 64:25 65:4 72:7 89:10 96:15		G gaining 81:18 garage 4:15, 17 7:2 23:5 27:3 32:4,7, 10 35:3 54:4 65:15 68:23 garden 28:1 54:7 gardens 72:5 Garp 69:2 gas 52:21 gatekeeper 87:6 gave 70:13 73:18 80:3,5 gazillion 86:16 Geez 72:14 general 15:15 generally 16:14 35:18 37:14 gentleman 95:7 geometric 36:23 get 20:15 21:17 22:5	

God 87:17 goes 29:5 37:20 56:11 69:19 86:4 91:6 going 10:10 11:25 15:14 17:20 19:21 20:1 24:14 25:3 29:22 32:12 35:2,11 36:23 40:17 43:7 47:5,7 48:2 49:24 50:23 52:8,24 58:5 70:7,20 86:8 89:15,16 91:18 95:15 gone 15:6 good 4:24 7:11,12 10:13 14:16 16:19 19:17 23:24 36:14 38:20 41:7 44:7,17 45:21,23,25 51:19 66:1 87:21 95:8 97:5 got 10:5,6 11:3 19:22,24 22:17 28:23 32:23 33:18 38:8,23 51:2 56:23 58:14 62:18 78:21 80:19 86:14 87:3,24 90:2 Gotcha 15:1 21:21 28:24 29:16 49:6,9 grade 4:15 27:1 65:13, 14,17 Grafton 5:4 66:6 grandfathering 45:7,13	grant 19:23, 24 granted 52:14 grants 19:20 20:2,4,16 great 34:16 45:21 54:5 57:16 65:25 92:5 96:13 97:18 greater 79:6 83:11 green 8:1 34:15 62:13 85:9 greenery 34:13 grill 61:18 ground 8:22 23:8 26:25 27:1 30:2 31:19 47:10 54:4,6 71:16 72:22 84:23 GROUP 96:5 100:3 guardrail 57:4,6 guess 24:3 28:25 54:16 71:6 91:16 guest 43:5 49:20,22 50:3,8 63:13, 15 guests 8:8 43:15,16 guys 42:20 64:8 65:22 90:20 98:16 H had 8:4 16:22,23 17:4,7,22 18:7 20:1 22:18 46:13	47:20 48:7,12 51:5,17 53:13 66:19 73:7 77:1 hand 10:18 73:2 77:6 handicap 28:13 hang 38:15 happen 43:7 45:11 54:7 89:15 happened 20:22 happening 46:12 47:5 63:22 80:20 85:25 happens 27:5 35:18 43:13 47:7 56:6,8 58:8 72:8,9 81:2 happy 24:9 Harbor 4:3,4 5:2,15 14:18, 23 15:15 18:20 19:22 47:16 48:23 52:25 65:2,3 66:4,17 67:13,16 74:15 76:2 82:20 hard 87:2 has 4:8 6:3,5 15:6 22:12 23:4,24 26:7 27:16 31:5 41:21 46:24 48:12 50:3 51:4 52:22 54:12 56:25 57:1,21 62:19 65:7 67:9,11 71:18,20 72:2 78:15 79:23 80:7 81:7,8	84:18 87:10 96:18 97:22 98:14 Hatfield 14:17 have 5:4,5,6, 7,9,23 6:7,8 7:16,17,22,24 8:2,3,4,7,13, 15,18,19 9:1, 5,8,9,21 11:13 12:16 13:10,19 14:17,19 15:6,11 18:14,17,23 19:20 20:12, 22 21:24 23:2,5 24:7, 9,21 25:2 26:2,4 27:6, 25 28:2,17 30:2,10 32:6 33:9,17,24 34:14 35:7,23 36:10,22 37:19 40:2,4, 14,22 41:23 42:10 43:7,8, 15 44:8 45:6, 14 46:20 47:13,22,25 48:3,8,9,11 50:23 51:22 54:23,24 56:3,7 57:10, 20 58:1,2,3, 9,15 59:19 60:12 62:15 63:18 64:11, 17 65:17,23 66:6,9,10 67:14 69:13, 24 70:2,9 71:15 72:6,7, 10,13,21,22 73:4,10,11 74:23 75:18, 23,24 76:15
--	--	--	---

78:2,14,19 79:5,6,9 81:19,20 82:2 83:6,8,11 84:23 85:17 86:3,22 87:3, 7,8 89:6 92:9,14 93:3, 6,10 95:12,20 96:10,13,17, 22 97:19,21, 22,23,24 98:3,4,7,8 99:19 having 13:6 18:4 46:22 50:19 69:8 77:5 79:3,14 83:12,16 86:2 89:1,9 91:7 96:15 he 47:21,22 97:6 he's 49:5 95:7,8 99:4 head 24:19 healthy 20:24 21:10 hear 14:6 27:11 42:22 45:21 46:16 81:16 85:13 97:2,9 heard 14:4 31:11 49:5 hearing 11:25 heavy 28:3 height 4:16 14:2 21:24,25 22:2,11,14 25:12,17 26:7 31:24 34:25 heights 73:1 help 34:19 43:22 98:18 99:13 helpful 7:18 97:8,18 98:5	helps 8:25 here 5:1,7, 10,11,23 7:23 8:10 9:2,5, 14,18,22 10:15 11:9 13:12 14:4 16:4,23 17:1 19:12 21:17 22:17 23:14, 18 24:22 27:13,14 28:5,10,17 29:24 30:5,6, 8,16 31:16 32:17 35:15, 20 36:18 41:14 43:19 45:11 47:5,21 48:2 49:20 50:15,16 52:12,20 55:8,9,11,16 56:5,7,9 57:3,10,18,19 58:8,9 59:2 60:11,14 61:10,14,17 62:13,16 64:7,22 66:3, 11,13 67:2 70:1,15 71:15,17,24 72:3,10,11 73:11,12,13, 15,16,21 75:8 76:2 77:7,8 79:20,21,22 80:4,6,17,24 81:5,6,14,18 82:5 85:8,16 88:16 89:19 90:23 91:18 92:5 93:11 94:22 96:15 99:16 Hey 87:12,13 Hi 7:11 42:21 69:3	hidden 28:3 56:23 71:1 hide 85:17 high 6:5 7:20 31:25 34:24 35:24 67:10 72:17 76:23 88:22 high-end 7:16 higher 26:18 35:1 him 49:5 73:19 97:6,11 his 61:16 95:8 97:6 hit 24:19 homes 67:16 80:16 honor 90:14 hookups 16:13 hope 45:22 53:23 hopefully 97:2 hoping 49:25 horizontal 35:21 39:7 85:18 horizontality 89:18 hours 45:2,3, 7,17 house 46:24, 25 housekeeping 15:23 houses 47:3 how 13:3 28:8 29:21 32:3 34:9,15,24 35:7,24 36:21 37:19,24 42:21 45:17 47:1,2 49:22 50:13 70:2 71:13 72:15, 17 74:3 76:23	77:12 83:23 96:11 98:1 however 4:6 5:19 17:13 52:11 65:6 66:25 68:6 89:2 huge 80:2 Huh 72:16 hurricane 16:22 17:5,6 20:21 hurt 95:8 HURWITZ 4:1 9:18,25 10:3, 5,12 14:15, 21,24 15:1, 19,22 16:3,18 20:23 21:14, 21 23:10,12 24:2,11,24 25:19 26:24 27:3,7 28:8, 14,20,24 29:2,4,8,16, 19 30:20 31:5,8,12,15, 23 32:3,6,9, 12,19,21,23, 25 33:5,8,18, 25 34:19 35:5,10,16,24 36:4,6,15,21 37:2,12,19 38:8,16,21 39:2,6,9,14, 19,22 40:9,20 41:10,14,18 42:13,17,19 44:3,5 45:12 46:5,16,20 48:4,19 49:1, 6,9,13,18 51:10,20 52:6 53:5,11 55:15,19,22 56:2,11,15, 18,20,25 57:12,15,20,
--	---	--	--

23 58:1, 4, 6, 11, 21 59:7, 13, 16, 19, 22 62:2, 6, 21, 23, 25 63:8, 15 64:1, 3, 12, 16, 24 73:1, 20 74:21 75:1, 16 76:6, 9, 14, 16, 18, 21, 23, 25 77:11, 19 78:3 80:9, 25 82:14 83:21 85:20 87:20 88:1, 4, 18 89:13 90:15, 20 91:24 92:4 93:8, 13, 19, 24 94:2, 5, 8, 10, 12 95:4, 7, 12, 19, 24 96:4, 6 97:3, 10, 16, 23, 25 98:4, 16, 21 99:3, 7, 9, 13, 16, 19, 21, 25 100:2, 4 HYAFIL 10:10 14:16, 23, 25 15:3 I I'D 10:18 12:3 13:20 14:12 23:13 24:9 41:19 53:11 59:3 83:1 96:2 I'LL 7:13 8:24 9:2, 22 12:9 13:6 14:11 27:10 44:6 50:5 63:1 73:3 85:4 94:25 I'M 5:1 9:4 10:8, 15 14:21 15:8 18:18 19:2 21:5	22:16 23:9 24:6, 14 27:7 29:13 31:19 35:5, 7 36:6 37:13, 20 38:1, 6 41:12 42:23 43:4, 9 44:24 46:11, 13, 16 48:12, 25 49:5, 7, 24 51:13 55:17, 19, 23 58:2 60:13 64:24 66:3 71:6, 23 80:9, 18, 22 81:17 82:4, 12, 24 86:6, 17 87:18 89:6, 16 90:23, 24, 25 93:10, 24 94:14, 17 96:16 97:13 98:22 99:3, 4 I'VE 10:5 11:8 14:17 43:4 82:16 85:21 I- 44:2 Ian 17:5, 6 20:21 IAR 12:23 idea 32:6 39:17 75:23 78:18 86:13 ideas 98:5 if 5:24 7:12 8:21, 23 9:21 10:6, 8 12:18 13:3, 20, 22 14:5, 12 15:3 17:19 18:11, 24 19:10 27:12 28:13, 17, 20 29:12 30:10 40:5, 12 42:20 43:19, 20, 22 44:10, 16 46:14 48:12 49:5, 25	50:12, 13 51:8 52:11, 13, 23 53:25 54:12, 16, 17 57:4, 9, 19 59:2, 9, 25 61:16, 25 67:3 69:3, 12 70:3, 14 71:24 75:22, 25 82:5, 8 83:9, 24 84:12, 24 86:1, 18 87:6, 7, 14 88:7, 22 89:17 90:23 92:13 93:3 95:15 96:13, 18 97:6, 11, 18 98:4 illegitimate 21:5 image 7:14 89:24 images 9:2 imagine 44:23 immediate 86:5 immediately 10:16 impact 12:22 18:12, 14 21:15 24:21 90:1 91:20 important 80:3 85:8 importantly 91:18 92:20 imposing 40:11 improve 45:5 improvement 20:17 improvements 19:23 43:9 75:1 in 4:16, 20 5:9, 17 7:2, 20, 25 9:23 11:19, 21	12:5, 7, 10, 19, 25 13:2, 9, 22 14:7, 18 15:7, 9, 13, 15 17:2, 19 19:7, 8, 9 20:16, 19 21:25 22:6, 18 23:21 25:7, 17 26:1 27:19, 25 28:2, 17, 18 29:4, 11, 12, 14 31:21 34:6, 11, 12, 20 35:12, 19 37:4, 21 38:4 39:5 40:5 41:4 43:1, 10, 16, 17, 21 44:17 45:7 47:3 48:19, 22 49:23 50:16, 20, 21 51:5, 22 52:10, 12, 18, 23 53:2, 4, 15, 24, 25 54:5, 7, 22, 25 55:1, 5, 9, 10, 12 56:12 58:25 59:8 60:4 61:22 62:16 63:2, 5 64:3, 18 65:19 66:8, 19, 21, 23 68:1, 21 69:15, 16, 19, 22 70:4, 5, 7, 13, 19, 25 71:15, 23, 24 72:6 73:7, 23 74:6, 10, 23 75:11, 22 76:18 77:16, 21, 25 78:21 79:5, 7, 9, 15, 22, 23 80:5, 14, 15, 16, 19 81:3, 6, 18 83:7, 8, 9 84:3, 7, 16 85:1, 5, 18, 23,
---	---	---	--

24 86:3,22, 23,25 87:10 88:12,16,17, 19,21 89:3,5, 10,14,19,22 90:4,10,25 91:13,22 92:17 93:5 96:1,4,23 97:7,18 98:11 99:5 100:2 inch 4:19 inches 32:18 62:12 including 25:5 46:23 52:21 67:16 91:11 inconsistencie s 24:17,18 inconsistency 11:14 inconsistent 11:11 incorporated 34:13 incorporates 4:13 65:12 increase 90:25 incredible 88:2 incumbent 12:21 97:12 Indian 6:8 67:14 indirect 63:7 individual 73:17 88:13 industry 54:22 inflow 16:24 infrastructura l 19:8,16 infrastructure 12:15,18,20 20:13 21:1	47:20,22,25 ingress/egress 27:8 inlets 16:24 inside 8:11 39:24 40:15 61:16,19 85:17 instead 79:14 instructions 90:2 intend 40:22 intense 13:7 25:7 intent 9:6,10 61:14 83:2 interested 97:12 interesting 69:12 83:21 86:5 intermediate 63:11 interpretation 76:21 interrupt 27:18 80:9 into 7:15 13:4 16:24 24:6,25 28:5, 9 41:1 47:24 54:16 56:11, 21 58:14,17, 25 59:6,16 65:16 69:18 70:12 79:14, 19 86:9 90:8 94:24 investigated 17:16 investing 58:25 invisible 63:6 iron 85:9 is 4:2,11,16, 23,25 5:3,19,	22 6:1,2,3,7, 10 7:5,11,14, 15,19 8:1,12, 22 9:3,6,12, 13,17 10:10, 16,18,21,22, 23,25 11:4,6, 10,11,16,18, 23 12:1,2,3, 5,9,11,14 13:3,4,6,7,13 14:2,7,16,22 15:9,13 16:21 17:11,14,18, 20,21,24 18:21 19:5,7, 9,17,19 20:4, 13 21:7,16, 17,25 22:4, 11,13 23:3,7, 22 25:9 26:14,15 27:5,12,14, 15,19 28:1,2, 16,22 29:8, 22,25 30:4,7, 12 31:5,9,10, 15,16,24 32:3,7,10,15, 18 33:6,11, 13,19,24 34:2,15,23 35:2,9,10,17, 20,24,25 36:12,13,18 39:12,13,17, 24 40:17 41:2,25 42:1, 13,14 43:7,14 44:11 46:11, 15,18 47:7, 11,19 49:20 50:11 51:18, 20 52:6,10,18 53:5,9,22,24 54:11,18,24 55:1,16,23,24 56:4,5,6,7,8, 9,19 57:2,4,	7,16 58:8,16, 20,23 59:2,3, 25 60:10,13, 22 61:9,14, 16,23 62:4,5, 12 63:6 64:1, 10,19,20,25 65:23 66:5,24 67:2,6,12,13, 16,20 69:3,5, 6,7,10,12,21, 23 70:1,12,25 71:1,4,7,16, 19,20 72:8,9, 15,17,22 73:8,10,12, 23,24,25 74:14 75:9, 12,17,18,19 76:3 77:20,22 78:18,22,23, 25 79:2,8,23 80:11,16 81:3,18 82:5, 19 83:9 84:4, 15,18 85:4,7 86:7,13,17 87:6,14 88:1, 8,14 89:7 90:17,24 91:2,6,8,17, 18,19,21 92:19,20 94:1,3 95:1 96:9 97:15, 16,20 98:8 is- 37:15 island 14:18 47:4 islands 18:21 46:12 isn't 62:11 93:15 issuance 91:9 issue 12:10 13:25 14:9 16:20 25:12 73:5 91:5
--	--	--	---

issues 11:13, 14 13:7,12,19 15:17,24 16:1,8,13 18:2,6 20:14, 15 48:10 it 6:17 7:9, 15,25 8:22, 23,24,25 9:2 10:5 11:3 12:1,4,6,14, 18 13:24 14:6,7,12 15:4 16:4,24 17:1,21 18:4, 6,9 19:1,5,8, 13 20:7 21:17 22:10,22,23 23:4,10 24:4, 5,14,24 25:4 26:7,17,22 28:23 30:4,12 32:15,23 33:18 34:10, 18,24 35:1 36:10,11,13, 15 37:1,6,24, 25 38:3,6,16 39:6,8,15,17 40:9,22 41:21 42:14 43:1,22 44:6,21,22 47:9,11,14, 15,22 48:10, 24 49:18,24 50:6,13 51:4, 12,13 52:6 53:3,12,17 54:14,15,16 55:8,20 56:11,14,23 57:8,16,21 58:4,8,11,14, 24 59:6 60:13,14,24 61:1,5,10,11, 17,23,24 62:12,18,24 64:5,21 66:23	67:23 69:8, 13,18 70:5, 12,14,16,19, 20,22 71:5, 14,19,20 73:14,17,19 74:16,17 75:2,4,7,25 76:11 77:2, 13,14,16,24 78:21,23 79:3,4,11,12, 14,16,19,20, 22,24 80:1,3, 17,19,20,23, 24 81:8,10, 11,14 82:22, 23 83:1,10, 13,15,25 84:7,22,24 85:7,11,17 86:1,12 87:24 88:2,6,8,12, 14,20,24 89:2,13,24 90:1,7,24 91:6,8,17,21, 22 92:4,19 94:10,13,23, 24,25 95:1,25 96:13 97:1, 17,20,21 98:8,23 99:1, 11,12,17 it'll 95:1 it's 10:8 11:5,21 12:18,20 14:3,4,9,25 15:3 18:9 20:24 21:5,6, 8,10 22:2 23:4,23 27:7 31:13,20 34:16 35:7 36:2,6 37:3 38:18 39:3,25 40:4,10,22 41:4,11,16	42:2,5 43:6, 12,19 44:7 45:8,9,18 46:6,12 47:5 49:15 50:9, 11,15 51:10, 13,24 52:1 53:4,14 54:14,25 55:3,12 56:7, 12,15,23 57:1,17 58:23 59:4,5,10,24 61:16 62:13 63:6,17 64:7, 23,24 69:14 71:12 72:16 74:3 75:6,14 76:5,11,22 77:11,18 78:24 79:20, 21 80:22 82:5,21 83:21 85:5 86:4,14, 15,23 87:2,3, 12,13,18 88:4 89:4,6 91:22, 23 92:16,17 94:15 97:12 98:21 item 4:1 10:1 42:14 90:16 items 16:11 its 6:6 27:16 37:6 53:23 80:7,8 itself 33:11	job 64:7 Joe 4:25 66:2 joke 97:13 Juan 5:7 66:9 jurisdiction 42:11 just 7:13 8:21,24,25 10:6,18 13:17 15:22 16:6, 10,16 17:8,11 18:16,25 19:22,24 20:1,5,6 21:2,3,7 22:17 23:9 24:3,15 26:25 27:7 31:11,23 33:1,3 34:20, 21 36:19 37:2,4 38:3, 14,19 39:3,9, 17 40:20 41:10,12 42:1,2,3 43:1,5,18,22 48:19,25 49:1 50:18,23 52:9 53:16 58:11 59:3,7 60:1, 24,25 62:6 66:1,25 69:4 70:11,16 71:6 73:19 75:4,10 76:6 77:6 78:14 80:18 82:23,24 85:20 86:21 87:1 88:4,7, 25 89:4,6,9 90:15 91:3,10 92:3,4 93:1, 10,13 94:11 96:15 97:17, 22,23 98:25 99:8,9
--	---	---	---

K Kane 76:3 Karp 5:4, 5 7:9, 10, 11 9:14, 16, 20 24:9 25:20 27:2, 5, 10, 21, 24 28:10, 16, 23 29:7, 10, 17, 20, 24 30:2, 5, 14, 16, 23, 25 31:2, 7, 13 32:2, 5, 7, 11, 14 33:1, 3, 14, 21 34:2, 8, 17 35:15, 17 36:2, 5, 14, 17 37:10, 16 38:20 39:8, 12, 16, 21, 23 40:4, 8, 16, 21 43:24 44:2, 4, 6, 9 46:1 49:7, 21, 24 50:5, 11, 25 51:3 56:6, 14, 17, 19, 23 57:1, 6, 9, 14, 16, 21, 24, 25 58:3, 5, 8 59:2, 11, 17, 23 60:5, 7, 21 61:1, 7 62:4, 8, 12, 19 63:23, 25 69:3 72:16, 18, 21 73:2, 9, 23 78:24 80:23 81:2, 25 82:23, 25 83:1, 5 85:13 87:21, 24 88:3, 6 89:12, 15 90:14 94:20 kayak 72:1	KEAN 74:25 76:5, 13 77:10, 18 78:2 82:11 90:12, 19 98:1 99:18, 20 100:1 keep 12:18 36:25 39:4 58:5 60:23 75:4 97:1 keeping 15:23 Kelly 42:14 44:1, 2, 3 46:3 51:5 54:10 key 28:15 kind 7:18 9:10 13:21 16:10 18:12 24:7 27:19 28:6 34:21 37:1, 6 41:3 44:21, 24 45:7 48:12 51:6, 15, 17 52:7 53:17, 18 55:23 58:14 63:7 69:15 71:20 73:8 77:19 80:25 83:19, 25 84:10 85:9 87:8 88:12 King 46:8 47:12, 14 52:13 kitchen 26:13 62:16 71:9 72:3 know 12:12, 16, 18 13:14 15:12 17:19, 21 20:5, 6, 12 22:3 24:7 26:22 36:21 41:14 43:6, 19 44:12, 15, 18, 19 47:1, 4, 9, 13 51:8	52:10, 11, 18 54:16 63:17, 21 70:14 75:5 76:1 77:7 80:22 84:24 85:2 87:9 96:11, 18 98:16 99:9 known 20:19 knows 97:11 Kobe 53:17 58:24 59:3 60:3, 22 66:6 69:3 Kobi 5:4, 5 7:7, 9, 11 10:7 13:14 15:22 24:9, 12 25:19 26:17, 24 27:18 31:9 34:4, 19 37:15 49:11, 13 80:9 81:16, 25 82:23 83:1, 21 85:3 93:18 94:11 95:4 Kobi's 84:6 Kobi- 32:25 L La 23:1 lana 8:2 lanai 26:12 27:16 62:8, 13, 14 72:2, 4 land 6:4 52:13 67:9 landscape 5:7 7:23 9:3 26:10 28:1, 7 31:22 34:13 37:3, 19 66:8 71:16 landscaper 61:23 landscaping 7:21, 25 8:14,	16 28:3 30:6 36:7, 12 56:1, 10 61:10 63:8, 10 71:20 72:12 89:21 lantern 40:22 large 75:24 LASADAY 18:3 19:17 20:11 45:14 48:14, 22 49:4 LASDAY 17:4 96:25 97:8, 21, 24 98:2, 9, 19, 25 99:6, 8, 11, 15 last 10:8 17:10 34:10 48:19 64:8, 10 67:1 68:23 77:7 81:25 83:20 85:4 lastly 5:8 22:15 66:9 late 42:23 64:8 99:17 law 4:25 10:14 66:2 lawyer 15:11 layout 69:10 leaning 38:1 learned 85:21 lease 44:14 least 43:21 77:11, 12 80:17 81:17 82:1, 7 96:24 leaves 50:19 left 70:6 71:9 left-hand 7:24 35:13 legally 13:10 legitimate 21:5 length 76:10
--	--	---	---

Leon 5:6 66:7 less 38:6 84:22 let 10:6 11:14 28:18 55:22 60:5 71:6 83:5,22 98:16,25 99:1,8 let's 12:3 24:12 29:10 60:10 82:2,7, 9 99:23 lets 8:23 26:10 40:1 level 8:2,22 12:12,24 16:1 21:1 23:8 27:1 30:3 53:21 54:4 62:11 65:14, 18 71:16 72:22 81:21 84:23 levels 25:5 63:11 levies 18:11 lieu 74:7,10 88:19 life 15:7,14 44:17 lift 70:24 lifts 6:23 7:1,4 68:12 69:11 light 27:24 40:18,24 48:21 61:15, 19 63:6 lighting 40:3,4 41:3 48:11 63:7 lights 40:6,7 61:2 63:5 like 8:21 10:18 13:20 14:1,13 18:13,16,25	19:6,9 20:8 23:13,19 24:5,22 27:19,22 28:6 34:4,15 36:11,12,22 37:3,6,14,24 38:1,10,11, 14,16,23 40:22,25 41:19 46:21 47:9,17 48:16 51:24 53:11, 14 54:3 58:12,24 59:24 61:9, 11,23 64:11 65:24 66:25 72:14,20 75:6,14 76:9 77:13,25 78:16 79:12, 25 80:19,23 81:25 83:1, 15,19 85:6 86:7,25 87:12,17,19, 22 88:12,24 89:13,18,24 93:17 94:21 95:5,10,12 96:2,17 99:3 liked 79:15 81:9 likes 35:23 limit 21:25 33:19 43:15 limitation 22:14 41:3 line 23:6 29:22 31:8 39:7 52:22,23 53:2,4,9 70:22 linear 70:17 lined 53:10 lines 22:24 36:8,23 37:6 38:23	listed 12:25 14:25 Listen 26:17 lit 39:22,23 59:5 literal 77:25 literally 74:18 litigated 25:13 litigation 22:10 little 9:1 14:1,10 21:13 26:13 27:11 34:20,22 37:7,8 43:3, 5,9,20 55:4, 11 58:11 59:10,16 61:25 62:16 71:12 75:25 78:17 live 28:17 42:25 43:1,2 71:24 98:11 99:5 lived 48:22 lives 46:23 living 69:22, 24 70:3,4 73:11,12 80:2,4,5 LLC 4:3 5:2 65:2 66:4 lobby 28:22 29:1 30:3 71:22 84:23 located 4:4 5:15 65:2 66:17 location 56:7 58:10 long 70:5 87:20 95:22, 24 look 13:21,22 14:11 16:6	19:14 23:19 26:20 47:8,12 59:24 60:9,17 61:8,9,10,11 75:25 80:18, 23 83:3 85:14 86:2 89:24 99:1,11 looked 12:23 54:18,21 75:6 77:6 88:22 looking 7:20 13:13,17 19:10,13 25:23 35:5 38:3 54:6,13 57:11 58:17 59:9 60:11 73:22 88:8 89:24 94:14 looks 23:19 24:4,5 47:9 58:12 61:23 80:19,24 95:12 loover 61:18 lose 59:17 lot 4:4 6:2, 3,11 16:8,23 18:7 19:18 20:2 24:14 34:12 48:16 51:2,22 54:25 67:19 74:16 78:19 89:4 90:24 96:8 lots 19:20 23:4 65:4 67:7,8 68:15 75:12,16 78:15 louvres 7:7 40:13 love 15:8 34:5,7 86:9 88:2 94:16,18 lovely 47:18
---	---	--	---

low 38:10,14,16 lower 38:22 53:20 62:19 lower-level 63:12 Lua 68:4 luck 45:25 lush 28:3 37:3 luxurious 80:1 luxury 8:6 43:8 M ma'am 52:17 made 21:24 44:24 61:9,11 79:1 80:1 83:24 94:25 main 4:19 22:2,11 28:22 29:8 maintain 26:4 36:18 make 7:15 14:12,13 19:11 25:24 45:6 53:12 54:1 60:1,24 61:17 63:1,21 74:21 75:7 78:17 83:1 85:11 87:3 90:3 95:5,10, 13,15 96:2 99:22,23 makes 36:20 53:23 84:22 making 63:4 83:14 97:13 manage 51:9 manager 45:5 many 49:22 72:15 86:19	87:7,13 96:14 98:1 map 6:4 67:9 March 65:4 66:19 Marco 66:7 Marcus 5:6 Maria 16:25 20:23 48:7 53:3 mass 75:24 80:17 89:9 massing 58:23 78:20 84:19 massive 19:7 82:20 master 17:14, 17 19:25 20:3 material 8:10 9:5 39:5,24 49:2 72:14 materiality 53:23 materials 7:19,21 8:9 9:6 25:25 26:18 39:10 58:25 72:25 84:19,20 88:11 Matthew 97:15,16 Maurizio 5:5 max 4:18 maximum 6:12 25:9 32:18 33:6 67:20 89:25 may 5:17 6:24 13:10 41:8 42:18 48:24 54:15 maybe 16:9,16 24:6 30:21 36:1,4 43:21 44:14 45:1 51:21 75:10	80:14 83:18, 22 84:2,22 86:12 88:14 92:4,24,25 96:21 97:14 98:4,17 99:13 me 5:3 7:13 8:21,24 10:6 11:14 19:5 27:11,12 28:18 29:11, 13 30:17 34:11,19 41:10 42:22 49:16 55:22 60:5 62:24 64:8 66:5 69:4 71:6 73:18 81:21, 23 82:1 83:5, 22 85:17 88:25 89:7 98:25 99:1,8 mean 30:16,21 38:25 42:6 48:19 63:18 88:18 meaning 40:10 means 26:3 88:14 meant 94:15 measured 22:3 33:12 measures 18:7 measuring 47:1,2 mechanical 6:23,25 7:4 48:17 68:12 mechanicals 72:12 med 31:13 medium 6:4 67:10 meet 16:7 26:2 29:12 82:6	meet all 25:22 meeting 17:10 21:4 44:12 45:16 95:17 meets 16:4 22:14 23:7 member 96:14, 22 members 10:13 19:5 47:21 96:12 mention 42:7 85:20 88:25 mentioned 5:10 6:13 8:18 12:3 13:19 15:24 16:15 26:6 44:13,18 47:6 58:24 69:11 91:13 MESA 18:14 mess 77:18 messing 34:21 met 7:16 79:10 met all 25:4 metal 7:7 39:11,12 mic 42:22 Michael 9:23 15:23 21:12 23:12 50:6 52:9 63:2 73:18 75:10 94:2 mid-rise 4:12 5:14 65:11 66:15 middle 37:21 69:15 70:4,7, 13,17,19,25 73:11 79:7,9, 13,15 80:5 83:7,8,10 84:7 86:3 88:16,17
---	--	---	---

89:23 94:17 might 38:4 57:8 89:23 91:2 97:12,17 Mike 16:19 Mile 5:1 66:3 Miller 16:19 24:15 25:1,12 52:17 53:8 54:20 55:3,7 63:2 75:14,21 76:8,11,15, 17,20,22,24 78:8 90:6,13 91:14 94:1 Miller's 91:23 million 92:19 mind 34:22 37:2 42:21 44:10 83:14 mine 30:25 mini 8:2,8 minimum 44:14 76:12,14 minutes 96:10 99:18,22,24 Miracle 5:1 66:3 miss 16:22 missing 92:16 98:7 misunderstandi ng 91:3 mixed-use 52:19 model 54:3,5 modern 55:12 modifications 90:4 momentarily 7:7 Monday 45:4 money 90:25 92:16,18 monoxide 54:9	month 44:14 months 26:19 moratorium 18:19 19:2 91:7,8 more 16:5,14 26:20 37:9 38:18 39:7 47:1 50:23 52:9 54:6 55:11 71:4,21 73:4,14,16,17 74:5,16 75:14,17 77:14 80:14, 20 81:20,21 83:13,15,18, 19 84:14 85:18 89:1,17 91:3,18 92:20 95:1 96:15,18 more- 44:8 motion 53:12 63:1,18 90:17 95:6,10,14,16 96:2,9 99:22, 23 move 4:7 21:14 58:23 65:6 79:5 81:4 movement 34:14 74:16, 19 moves 54:10 moving 64:25 Mr 4:1,24 7:10 9:12,14, 15,16,17,18, 19,20,25 10:3,5,10,12, 13,24 11:1,3, 4,9 14:15,16, 21,23,24,25 15:1,3,19,21, 22 16:2,3,17, 18,19 18:1, 11,14 19:4	20:9,23 21:13,14,15, 21,22 23:10, 11,12 24:1,2, 3,9,11,13,14, 16,24 25:1, 12,19,20 26:24 27:2,3, 5,7,10,18,21, 22,24 28:8, 10,14,16,20, 23,24,25 29:2,3,4,7,8, 10,16,17,19, 20,24 30:2,4, 5,14,16,20, 23,25 31:2,5, 7,8,10,12,13, 15,18,23 32:1,2,3,5,6, 7,9,11,12,14, 19,21,23,25 33:1,3,5,8, 11,14,15,18, 19,21,22,24, 25 34:1,2,4, 8,9,17,19 35:4,5,9,10, 15,16,17,24 36:2,4,5,6, 14,15,17,21, 24 37:2,10, 12,14,16,17, 19,24 38:8, 12,16,20,21 39:2,4,6,8,9, 12,14,16,19, 21,22,23 40:4,8,9,16, 19,20,21,25 41:6,7,8,10, 12,14,16,18, 19 42:13,17, 19 43:24 44:2,3,4,5,6, 9 45:12 46:1, 2,3,5,16,20 48:4,19 49:1, 6,7,9,13,16,	18,21,24 50:5,11,25 51:3,4,10,18, 20 52:4,6,17 53:5,8,11,13 54:20 55:2,3, 5,7,15,17,19, 20,22,25 56:2,6,11,14, 15,17,18,19, 20,23,25 57:1,4,6,7,9, 12,14,15,16, 20,21,23,24, 25 58:1,3,4, 5,6,8,11,18, 21,22 59:2,7, 11,13,15,16, 17,19,21,22, 23 60:5,7,21 61:1,7,22 62:2,4,6,8, 10,12,18,19, 21,22,23,24, 25 63:1,8,10, 13,15,17,23, 24,25 64:1,2, 3,10,12,14, 16,19,23,24 66:1 69:3 72:16,18,21 73:1,2,5,9, 20,23 74:2,5, 21,25 75:1, 14,16,21 76:5,6,8,9, 11,13,14,15, 16,17,18,20, 21,22,23,24, 25 77:10,11, 18,19,24 78:2,3,8,21, 24 80:9,23,25 81:2,16 82:11,14,25 83:5,21 84:1 85:13,20 87:18,20,21, 22,24 88:1,3,
--	---	--	--

4,6,18 89:12, 13,15 90:6,9, 12,13,14,15, 19,20 91:13, 24 92:4 93:8, 13,19,24 94:1,2,5,8, 10,12,20 95:4,5,7,10, 12,15,18,19, 22,24 96:2,4, 6,10,21,23 97:3,10,16, 23,25 98:1,4, 16,21 99:3,7, 9,13,16,18, 19,20,21,25 100:1,2,4 MS 11:2 17:4 18:3 19:17 20:11 29:21 30:1,12,15, 18,22,24 31:1,4 32:17, 20,22,24 33:2,4,6,23 38:10,13,18, 25 39:3 40:2, 7 42:16,18,22 44:1,8,10 45:14,21 46:4,8,18,21 48:14,22 49:4,11,15, 17,19,22 50:2,9,22 51:1 52:9 60:3,6,19,25 61:4 64:17,21 72:15,17,20 82:12,16 83:3 90:22 92:2,6 93:10,17,20, 22 94:1,4,7, 9,11,13 95:3 96:25 97:8, 15,21,24 98:2,9,19,25 99:6,8,11,15,	23 much 9:4 14:15 15:13, 18 20:23 23:13 25:19, 21 30:6 35:23 43:24 44:7,11 46:4 47:1 53:19 64:4 71:11 82:16 83:13 89:2 94:5,21 95:1 96:7 99:14 multi-family 74:4 multifamily 4:2 65:1 multiple 69:18 must 56:2 my 4:25 5:3 7:11 10:14,22 13:2,15,16, 18,25 14:16 19:5 25:7 28:19 30:5,14 31:2 34:22 38:19 46:23 53:15 60:11 64:7,24 66:5 69:3 80:11 82:4 83:2 85:22 86:5 87:17 90:25 91:19 95:3 99:1 myself 94:15 N nail 24:19 name 4:25 7:11 10:9 14:16 43:25 46:6 69:3 name's 10:14 narrow 55:1	naturally 84:7 near 16:22 17:3 necessarily 84:4 need 12:20 14:12 15:2 17:15,24 18:9 19:6 24:15 42:22 51:14 53:10 57:8 60:4,6,19,21 61:4,5 78:7 79:6 83:18 89:23 90:3,17 96:23 98:2,17 needed 57:5 needs 35:2 52:2 54:9 90:1 negotiated 45:10 neighbor 23:3 neighbor's 23:20 neighborhood 44:18 neighboring 23:15 neighbors 35:1 45:23,24 48:10 63:18 64:5 84:8 nestled 28:7 never 40:18, 21 88:18 92:15,16 new 4:2,10,12 5:13 12:7,20 13:11 17:20 26:2 45:8 46:24,25 48:20 64:18 65:1,9,11,23 66:15 67:16 91:9	news 19:17 next 23:22 26:7 42:8 46:24 NGVD 33:15 nice 25:24 26:15 40:12 44:5 61:24 81:10 nicely 12:4 night 39:22, 23 40:12 nine 4:12 5:13,17 6:11 23:8 25:8,16 31:15 32:18 50:9,11 51:25 64:11 72:20 no 6:14,22 9:25 10:12 14:5 15:3 18:24 22:13 23:12 25:9, 16,25 30:18 36:9 40:8 41:18 42:19 43:5 45:13 46:6 48:5 49:2,15,16 50:3,4 57:9 59:17 63:8 65:3,25 68:12 69:11 74:5 76:1 77:23 82:25 86:6,12 91:11 92:2 93:10,20 94:20 95:15 97:24 99:21 100:4 nobody 57:1 nobody's 47:10,16,18 noise 48:10, 21 nor 11:17 north 6:6 10:25 30:13,
---	--	---	---

15,19 36:8 44:19 54:11, 17 55:15,18, 20 56:4,20 57:23 58:2, 12,16 63:19 67:12 71:9 northern 54:14 not 4:22 7:3 11:16 12:19 15:10,13 16:11 18:2,18 19:2,14,15 21:5,8 22:16 23:9,14,21,23 25:2 26:21 28:15 34:3 35:7,22 37:13,22 38:6 40:10 41:11, 12,17,20,25 42:2,25 43:3, 6 44:23 45:6, 15,18,24 46:13 48:14, 25 49:7 50:16,17 51:13,24 53:8,25 55:23 56:21 57:8,12 58:21 61:19 63:12 64:8, 23,24 71:5,17 73:6,21 75:2, 8,23 77:5 80:22 81:17 82:2,12 83:6, 8 84:4,16 85:9 86:4,7, 15,17,21 87:1,12,18 88:21 89:5,6, 8 91:6 92:8, 12,24,25 93:5 94:18 96:1, 16,25 97:13 99:4	not- 29:1 notch 26:17 79:23 noted 8:9 63:2 Noteet 23:1 nothing 41:21 notice 11:20 93:3 95:25 Noting 71:14 notion 69:23 notwithstandin g 13:8 November 11:24 now 11:19 13:9 17:17 18:9 19:2 20:18 25:18 36:4 44:23 46:17,22 47:13,15 48:9,12 52:22 53:4 54:23 55:14,17 73:19 74:12, 16,19 78:22 89:23 Nowhere 12:10 Nuha 90:22 Nuhut 46:8, 18,21 90:22 92:2,6 93:10, 22 94:1,4,7,9 number 25:20 41:6 60:15 64:25 68:14 82:21 91:20 o objections 90:10 obtain 18:18, 23 obtaining 4:7 65:7	obviously 11:5 12:19 16:9 20:25 21:7 25:24 40:9 60:3 80:2 85:22 Ocean 91:22 odd 58:12 of 4:4,14,17, 21 5:1,8,13, 17 6:1,4,6, 12,18,20,22, 23 8:19 9:2, 7,10 10:13, 15,20,23 12:1,8,12,22, 24,25 13:1,8, 11,18,25 14:5,8,10,11 15:7,14,17 16:1,8,10,15, 23 17:6,13,14 18:5,7,12,19, 24 19:2,6,15, 18,20,25 20:2,6,9,18, 21 21:1,3,9 22:25 23:21 24:8,14,19,22 25:5,12 26:4, 25 27:19 28:6,11 31:18,21,23 32:9 33:8 34:7,12,21, 23,25 35:25 36:8,9,13,21, 25 37:1,5,6,8 38:22,24 39:7 40:2 41:1,3 42:19,24 43:6,10,17, 18,20 44:12, 13,17,21,24 45:2,3,7,13 47:15,20 48:9,11,12, 13,16,20,25 49:5,7 50:12,	22 51:2,6,10, 15,17,22,23, 25 52:1,6,7, 13,18,19 53:6,7,8,16, 17,18,23,24 54:1,3,6 55:9,23 56:12,21 58:1,14 59:8, 18,24 61:22 62:11 63:3,6, 7 65:4,13,17, 18,19 66:3,9, 12,14,18 67:6,9,11,15, 19,20,22,24 68:3,5,8,14, 17,21,22 69:5,12,15 70:3,18 71:20 72:22 73:8, 14,17,24 74:7,10,17,23 76:4,10,24 77:5,15,19 78:3,6,15,19 79:14,17 80:11,20,25 81:13 82:16, 22 83:19,25 84:10,11,14, 15,22,25 85:2,9,15,18, 21 86:13,17 87:6,8,23 88:12,19,20 89:1,4,8,21, 22,24 90:2,3, 4,24 91:9,11, 13 93:4 95:25 96:1,22 97:9 98:2,15,19 of- 14:20 off 21:23 22:18 56:9 60:22 67:18 68:14 69:24 70:3 71:18,
--	---	---	--

20,23 72:12 81:22 offer 77:3 offering 77:3 office 5:3 21:20 66:5 offices 4:25 10:14 66:2 official 49:5 oh 10:5 12:2 31:16 36:4 46:18 49:11 55:19 57:9,20 60:7 62:1,4, 15 72:16 87:17 96:9 okay 4:1 10:5,8,12 21:21 24:24 28:14,20,24 31:4 33:22 34:1 35:17 36:7 38:7 42:20 45:21 46:21,23 47:5 48:5 49:9,15 53:11 58:11 62:4,23 64:6, 25 65:25 82:2 86:15 87:24 90:13,15,20 91:1 92:4 93:13,20 94:3,7 97:25 98:4 99:25 100:4 old 19:8 older 53:3 on 4:5,14 5:1,8,11 6:11,17 7:2, 23 8:4,16,21 9:9,10,15,25 10:15 11:24 12:9 14:1,25 15:18 16:20 17:2,7,25 18:19 19:2,	16,22 20:2 21:14,15 22:4,12,16 23:3,16 24:5, 19 25:8,10 26:4,18,22 27:1,7 28:22 29:8,13 30:24,25 31:1,2,9 32:24 33:17 35:2,8,11,13, 21 36:2,3,6, 8,12,23 37:20 38:3,24 39:10 42:14,17,24 43:1,2 46:6, 12,14,19,25 47:5,7,15 48:2,15,16,22 49:10 50:15 51:12,25 52:8 53:19,21 54:4,11,12,17 55:7,8,9,23 56:3,12,20 58:14,15 60:8,12,14 61:5 62:11,19 63:8,10,18,19 65:4,13 66:3, 9,12,13 67:23 68:7 69:10 70:6,17 71:9, 10,18 72:13, 24 73:10 74:1,15,17 75:4 76:2 80:6,24 82:20,22 83:11,12,13, 14,19 85:4, 21,23 86:8 87:18 89:23 90:1,4,16 91:7,11,18 92:1 93:3,6 95:1 96:13 97:5 99:22	on- 38:11 once 20:3,14 97:4 one 4:14,17 6:1,21 8:21 11:4,10 17:13 19:22 22:25 24:1,19 25:20 27:25 28:11 33:13 36:12 37:21 41:1,23 43:21 44:13 47:20 48:8 49:16,25 50:14 51:10 52:9 53:13 55:2,5 59:15 62:3 65:13, 23,25 67:11, 18 70:5,7,16, 17,20,23,24 71:9,10 72:7, 22 73:20 77:6 78:22 80:11 82:21,24 83:15 85:2,23 86:17 87:16 88:9,15,16 89:9,22 90:15 91:21,25 96:18,19 97:19,21 one- 4:14,18 6:9 ones 11:8 72:18 77:16 ongoing 52:1 only 10:23 23:8 28:19 29:1,17 45:15 46:13,24 54:24 61:4 64:10 77:13 86:23 onsite 52:8 onto 60:17 oops 71:4	open 10:7 48:11 54:4 60:4,7 76:21 81:4 83:12,13 86:9 89:19 98:8 opening 25:8 83:8,9 opens 70:2 opinion 38:19 53:15,16 82:4 opportunity 8:5 70:23 79:10 81:12 opposed 37:4 64:4 94:19 96:6 ops 60:12 option 76:20 or 9:7,8,13, 22 10:25 12:22 14:6 16:4,11,16 18:20 19:3,11 21:5,6 23:15, 21,23 24:17 28:15 29:11 30:10 32:2,16 35:4 36:6 38:13 42:22 47:11 48:2,5, 10,11 49:25 50:16,20 52:4 53:6 54:17,18 58:2 62:1 71:12 72:1,2 73:4 74:21 75:7,12,14 78:5,22,23 81:25 82:2,14 86:14 88:21 90:10 91:6 92:13,15 98:5,8 order 7:2 17:2,7,9 42:23
--	--	---	---

orders 4:9 65:9 ordinance 22:9 45:2 ordinances 13:1 organically 50:19 orientation 10:19, 23 original 78:8 94:22 other 12:10 13:19 16:8, 14 17:11, 13 18:6, 16, 20, 21, 22, 25 19:3 21:23 22:15, 25 23:1 24:1 29:20 31:1 36:7 41:22 42:19 43:2 44:11 47:6 48:5, 17 51:5 53:21 60:14 61:5 71:18 72:18 75:2, 6 78:3, 5 84:17, 19 91:2 92:17, 24 otherwise 78:5 our 13:12, 13 14:2, 7 15:11 16:21 17:5, 14, 17 21:18 26:4, 10 30:7 43:11, 13, 16 47:3, 19 49:4 52:10 54:6, 21 61:14, 20 74:2 75:10 91:20 out 7:5 10:18 12:17 15:11 17:23 18:6 23:3 28:4 36:16 37:23 40:18 51:16	53:17 55:4, 11 56:9 57:10, 12, 15, 19 58:9 60:8, 17 64:6, 7 69:19 71:15, 17 75:25 80:18 84:17 87:4 89:10, 11 outdoor 41:2 69:21, 22 70:3 80:2, 13 81:5 outside 8:12 19:15 60:9 83:12 over 4:17 7:9 14:19 15:10 26:19 27:13 38:15 39:1 42:25 46:12 47:15 51:6 55:7, 8 65:17 69:1 72:11 75:12 84:3 85:7 95:21 99:12 overall 77:21 overcome 86:24 overhangs 9:15, 16 override 22:5 overview 20:24 overwhelmed 16:25 own 27:16 52:7 80:7, 8 owner 5:21 8:19 owners 26:11 27:15 30:8 62:9 P Pacheco 5:7 66:8, 9	package 40:5 packed 50:13 paddle 72:1 page 11:4, 6 24:5 40:2 60:11, 14 71:7 palm 38:8, 23, 24, 25 63:8 palms 38:12 63:12 parallel 70:11 parcels 7:6 park 27:12 43:16 54:7 67:13 92:15 parked 50:16 parking 4:15, 17 5:15 6:20, 21, 25 7:2, 3, 4 8:18, 19 19:14 22:23 23:5 26:8 27:1, 9 30:3 31:19 43:5, 10 49:20, 22 50:3, 4, 8 51:12, 23 52:3 63:13, 15 65:15, 18 66:16 68:10, 13, 16, 21, 23 69:10 72:22 91:16 parks 50:20 part 6:18, 23 19:25 20:9 24:19 31:2 44:12 52:6 54:1 59:24 67:22, 24 68:5 73:17 74:9 partial 65:14 partially 65:14 particular 12:13 14:11 21:9 22:1	46:10 52:12 particularly 15:9 21:20 54:3 68:7 Parties 51:3 party 63:24 pass 8:24 64:18 99:23 passageway 28:16 passed 91:15 passing 82:18 past 15:5 26:19 path 28:4 30:7 pattern 8:13 81:13 Paulo 34:11, 12 pay 90:24 92:8 PB 66:21, 24 pedestal 22:23 26:7 32:4, 7 pedestal- 32:5 pedestrian 28:4, 8 29:5 71:21 pedestrians 27:9 pencil 87:4 penetration 83:7 people 16:8 50:15, 22 51:6 69:25 79:15 82:18 86:22, 23 87:5 96:15 97:2, 12, 18 98:11 99:14 people's 13:4 per 6:20, 22 64:14
--	---	--	--

perfect 76:3 91:19 95:7 perfectly 12:8 86:1 perhaps 50:25 94:17 period 22:2 permissible 25:14 permission 52:14 permit 18:17 permits 4:8 23:2 65:7 91:5, 9, 10 93:12, 15, 25 94:3 permitted 45:18 person 82:24 98:6 personally 48:14 49:18 perspective 38:5 physical 78:9 picked 72:1 picking 22:16 picture 20:15 piece 35:13 52:13 82:22 pieces 73:17 94:24 pinching 55:8, 10 pink 69:21 pipeline 13:2 place 12:6 17:20 20:19 39:1 places 36:7 plan 4:6 5:12 7:23 11:12, 15 17:14, 17 19:25 20:3, 4, 9, 17 24:18 26:10 30:5	41:3 56:12 65:6 66:13, 19 68:1 69:12, 13, 15 70:1, 8 78:22 79:19 80:10, 19 83:11 85:14 planes 54:21 Planned 22:21 Planner 16:20 planning 92:22 plans 20:19 plant 71:16 planter 39:5 planting 36:25 38:4 63:12 plants 38:11, 14, 15, 16, 22 plates 72:21 platted 6:2 play 58:18 78:17 85:23 please 93:8 plotted 67:7 plumbing 64:18 plunge 26:13 62:15 71:8 80:3, 4 plus 4:18, 21 10:22 33:13, 16 65:20 72:20 75:15, 16 point 36:14 38:20 43:18 44:7 49:8 53:17 58:19 61:3, 16 64:12, 13, 16 84:9, 17 86:22 pointed 15:11 pointing 80:18	pool 8:2 26:13, 14 32:18, 20, 21, 22 48:23 61:25 62:1, 6, 10, 15 70:23, 24 72:3, 10, 11 80:3, 4 pools 71:8 72:6 pop 12:7 positively 15:14 possible 25:24 50:1 practical 43:18 82:4, 7 PRD 22:21 pre- construction 45:16 prefer 84:21 prepared 19:10 present 12:15 82:8 presentation 4:24 7:13 73:21, 23, 25 presented 6:16 21:18 67:23 75:5, 9 pressure 18:5 pretty 40:14 42:5, 9 48:24 55:12 66:22 93:24 previous 13:9 69:13 70:11 83:6, 15 92:23 previously 17:22 25:17 26:16 66:19 67:3 94:22 prior 25:14 66:25 private	27:14, 16 28:15 59:8 62:2, 5, 15, 16 70:1 71:21 72:2, 5, 7, 10 80:7, 8 privately 21:20 privy 19:15 proactive 19:18 probably 11:23 50:18 53:24 55:25 66:22 90:1 problem 10:12 12:1 18:5 41:18 52:12 problems 17:4 19:19 20:7, 19 46:22 92:7 proceed 25:3 process 18:17 63:20 professional 96:21 98:12 professionals 85:23 profile 40:17 progressive 54:22 project 5:22 6:15 12:14, 20 13:3, 7 14:8, 11 15:9 16:3 21:19 22:16 25:2, 7, 10 34:3, 25 37:15 43:18 45:6 46:10 49:10 52:17 53:14 64:11, 14 66:25 67:3 68:6, 8, 19, 23 69:5 71:3 74:13 75:2, 4, 6, 18 76:25 81:18, 24, 25
--	--	---	---

93:15 94:14 95:11 project's 20:6 projects 13:2 18:12 19:13, 21 20:5 22:24 47:18 50:12 82:1 85:3 92:11 promoting 86:20 pronounced 86:14 proper 76:5,6 77:15 86:18 properly 40:12 properties 23:15 property 5:19 6:3,5 10:21 11:5 13:5,8 18:20 22:24 23:6 29:22 30:13,15 31:8,9 61:23 66:18 67:1,9, 10 70:21 82:22 proposal 6:24 10:17 proposed 4:13,15,22 25:8,18 49:20 65:12,16,20 69:11 74:14 proposing 4:11 38:2 49:11 65:10 71:2 77:20 83:10 protecting 52:7 prove 98:14 provide 6:19 24:21,23 68:19,20 74:8	75:23 78:13 provided 6:23 7:2 21:16,22 25:10 42:12 68:11,13,15 74:9 provides 42:2 49:19 providing 18:8 68:4,24 provision 54:24 proximity 10:20 public 10:7 16:11 28:25 29:4 42:20 51:17 53:6,16 65:22 75:11 93:14 public's 40:10 public- 29:2 pump 17:12 18:19 19:3 pumps 17:1,5 punch 88:12 purpose 37:5 41:15 purposes 10:23 21:3 75:11 pursuant 12:21 68:10, 17 purview 21:8 52:10 push 51:13 59:13 pushes 84:7 pushing 86:17 put 7:20 12:3 20:16 34:6 50:22 61:18 83:9 91:13 93:5 97:6	putting 17:19 43:21 47:23 PZB 5:18 Q quality 15:7 44:17 quasi-judicial 11:20 question 12:14 13:2 22:14 24:10 25:21 41:9, 15,17 48:7 55:22 64:17 74:22 77:6,23 83:5 questioning 46:11 questions 7:8 9:22 21:6 23:14 48:5 49:10 69:1 73:4 80:11 quick 17:12 42:21 quickly 69:5 quiet 48:24 73:3 quite 81:9, 10,15 88:21 96:12 R radar 44:22 rail 60:21 raised 24:16 ran 42:25 range 4:20 65:19 rather 54:7 59:3 rationale 45:8	reach 86:24 reaction 86:5 read 73:7 83:16 98:23 reading 24:7 56:2 reads 80:17, 20 89:13 reality 13:18 50:8 87:14 realize 50:2 really 13:13 14:8 16:12 21:4,8 26:17, 22 34:4,14 37:14,17 41:11,16,20 53:14,21 54:9 58:24 77:3,22 79:12 81:22, 24 82:6 86:1, 4,9,11,12,14, 24 87:9,11,15 88:17,18,22 94:15 96:15, 17 97:4,5 99:17 rear 13:21 61:22,25 68:8 74:17,19 reason 71:5 reasons 11:10 58:23 84:2 rebuttal 14:12 recall 48:14, 25 52:13 92:22 receive 69:25 received 4:8 65:7 96:25 recent 18:1,3 recently 82:17 91:9 recess 79:1 81:7 recognition
--	--	---	---

29:13 recommendation 19:11,12 38:2 recommended 6:18 67:24 record 15:1, 23 16:6,20 23:16 24:23 33:3 42:4 66:2 recreation 22:5 rectangular 4:14 65:13 reducing 84:12 reevaluated 17:24 referencing 74:22 75:1 reflecting 40:10 reflectivity 84:19,25 regard 12:19 15:9 34:22 regarding 41:20 48:15 regards 12:13 Reid 42:15, 16,18,22 44:1,8,10 45:21 46:4 reiterate 24:14 88:7 relates 53:18 relationship 71:13 relative 15:25 48:8 51:15 relatively 80:20 relegated 63:11 relevant 16:9 21:9 74:24	remember 23:18 44:20 51:6 52:24 69:12 77:12 remind 34:11 remove 36:17, 24 37:10 39:5 rendered 85:5 rendering 35:5 38:1 58:1 renderings 55:23 85:5 repair 17:12 repaired 17:2 53:2 repeatedly 97:22 replace 5:25 17:10 67:4 replaced 18:10 replacing 17:21 report 12:10, 22 14:3,7 21:16 41:6 53:25 63:3 73:7 90:8,10 91:13,23 reports 41:1 represent 10:24 representation 31:11 representing 46:6 request 4:2 64:25 78:12 95:16 requests 78:16 require 4:22 7:4 50:7,8 65:21 87:16 required 6:14,21 21:16	24:20 43:6 67:21 68:14, 16 74:6 requirement 44:20 61:24 63:3 74:2,3 75:11,18 77:17 requirements 6:25 12:25 16:7 24:20 25:23 26:3 41:4 95:23 requires 77:24 reserved 43:12 residence 43:14 44:21 resident 14:18 21:11 43:19 98:7,10 99:3 residential 4:17 5:14,18 6:5 22:21 31:18 32:15, 16 65:17 66:16,20 67:10 72:21 residents 15:15 27:8 68:20 resolved 54:18 respect 14:10 24:17 25:6 respectfully 95:16 respond 16:18 24:11 53:20 responsibility 64:21 rest 36:21 result 17:6 20:21 48:3 retroactively 44:22	revenue 22:19 review 6:17 21:19 91:4,12 99:1 reviewed 4:5 65:5 revival 31:14 rewrote 78:10 rich 58:25 richness 53:23 rid 85:15 89:21 ridiculously 87:15 right 4:1 7:23 9:14 11:19 18:2,9 19:2,9 20:18 24:8 27:1,13 28:4,15,17 29:2,10,12,24 30:5 33:12 35:10,15 36:10,18 38:9 49:21 51:20 53:1,19 55:6 56:5,6,9,13 57:3,17 58:2, 18,21,23 59:1,4,25 60:10,11,14, 15 61:14 62:8,21,22 63:25 64:25 70:7,15,24 71:17,24 72:3 73:23 75:8 76:1,3,8 77:18 80:6 81:1 84:4 88:24 92:10 98:22 Rio 66:7 rises 35:19 RM 67:11 RM-1 22:1
---	--	---	--

RM1 6:6 romanticize 82:18 roof 4:19 8:16 22:2,4, 11,12 33:14, 15,17 34:23 35:1,2,6,21 72:19 78:1 80:6 roofed 72:9 roofs 47:8 rooftop 7:24 8:7 9:3 48:23 62:6 70:23 72:13 rooftops 48:8,15,16,21 room 73:11,12 rooms 69:22 70:3 80:2,4,5 round 77:8 Ruiz 4:24,25 24:9,13 25:1 31:18 32:1 33:11,15 41:6 46:2 66:1,2 74:5 95:15 96:21 rule 80:15 84:3 86:25 rules 45:17	40:11 59:23 61:15 68:4 72:18 81:6 86:3 87:18 San 5:6 66:7 sandblast 59:4 sanitary 11:16 15:25 17:15,18 18:8 20:3 Sao 34:11,12 sat 26:18 satisfied 6:25 saw 77:1 79:10 Sax 10:12 say 15:4 19:5 29:10,21 30:20 40:16 41:19 43:2 48:3 60:10 78:6 82:23 85:4 86:8,15 93:1 94:15 95:13 saying 11:17 21:5 32:17 33:4 36:24 38:22 47:22 60:22 71:22 80:22 81:17 84:6 85:11 88:7 89:6 93:10 94:13 98:22 says 14:3 43:1 74:7 76:11 91:8 scaled 53:15 scape 54:6 schedule 95:19 schedules 95:20 SCHNECKENBERG 16:19 21:13,	15,22 23:11 school 12:11 scope 20:6 screen 8:11 71:19 screened 7:6 70:25 71:1 72:12 screening 7:1 8:13 68:22 71:2 sculptural 27:22,24 39:25 Sea 91:19 93:4 seat 97:21 99:10 seating 98:8 seats 98:22 seawall 19:24 second 8:21 11:6 28:22 29:9 35:13 41:24 64:1,2 71:7 73:20 88:9 99:25 100:1 Secondarily 12:9 seconded 96:9 section 6:20 12:21,25 35:4,25 36:3 42:10 55:10 58:2 68:10 98:19,23 section's 98:21 sections 14:5 78:6 80:11 secured 27:14 see 7:12,14 8:25 10:20 13:20,22 14:7 19:22 20:1 24:4 27:12,19	29:13 35:11 36:4,11 37:19 39:14,16 40:18,20,23 44:5 47:10, 11,14 55:8,10 57:17 58:4 59:6,12,21 60:5,25 61:15,19 69:7 70:2,14 71:13 72:20 80:25 81:22,24 82:19 83:22 87:22 92:15, 18 94:16,18 seeing 19:21 55:24 59:8,25 83:3 seeking 5:11 6:19 7:1 14:8 20:4 66:13 68:2,9 seemed 79:11 seems 19:6 34:24 35:1,7 37:21 58:11 seen 11:8 14:19 15:6 50:13 78:15 82:16 88:18, 19 send 98:19 99:2,12 sense 36:20 84:22 85:11 87:4 separate 68:20 73:17 83:17 88:10 separately 28:4 73:12,14 separates 88:15 separation 73:14 79:7 September 6:17 66:21
S Sachs 24:16 Sacks 10:13, 14 11:1,4,9 41:8,12,16,19 said 13:6 15:4 24:15 26:16 42:7 46:22 50:5 53:3 62:7 79:16 86:19 89:18 same 34:6			

67:23 series 67:15 serious 17:4 service 12:25 16:1 18:8 21:1 25:5 services 12:13 servicing 18:19 set 6:22 8:13, 23 28:1 31:9 setback 23:8 24:6, 8 25:22 30:6, 14 31:6, 20 41:24 46:14, 18, 20, 25 setbacks 13:21 16:2, 3, 4, 7 24:4 25:10, 22 47:3 54:21 79:6 83:11 sets 35:19 settled 22:10 seven 4:16 15:5 22:24 31:16, 18 65:17, 21 67:21 72:21 98:2 seventh 96:14 several 4:8 65:8 sewage 92:6 sewer 12:4, 17 13:4 14:9 16:12, 20, 21, 24 17:4, 15, 18 18:8, 15, 18, 24, 25 20:3 52:23 53:2 sewers 52:10 shade 35:17, 21 74:1	shadow 74:1 shape 4:14 40:17 65:13 share 59:11 shared 62:9 sharing 64:6 she 46:24 49:13 sheet 14:25 shining 40:18 shortages 22:19 shortening 47:3 shortly 68:9 should 13:24 34:5 53:6, 7 64:21 75:4 showed 73:19 showing 25:4 shown 56:12 shows 7:25 71:16 shut 17:5 side 7:24 16:15 24:6 31:1, 9 35:8, 13 36:8 38:24 43:3 44:19 46:15 50:16 53:21 54:17 55:8 56:4, 10 58:15 60:8 70:18 71:18 83:12 93:6 sides 8:15 30:24 63:9 83:13 signage 56:10 signature 81:25 signed 21:23 91:25 significance 78:4 significantly 86:10	silver 89:18 similar 27:25 68:23 simply 10:18 36:24 since 43:9 single 54:25 68:12 sir 9:20 26:23 27:2, 5, 10 64:4 sit 8:5 97:5 site 4:6, 10, 13 5:12 6:1 11:22 23:3 25:9 26:4 52:8 53:6 65:5, 9, 12 66:13, 19, 22 67:6 68:1 79:25 91:21, 23 situation 15:25 51:21 six 17:8 43:17 96:12 98:2, 3 size 4:20 6:11 50:7, 22 65:19 67:19 69:23 82:21 84:9, 11 ski 72:2 skills 15:12 Skip 15:23 slid 44:21 slide 60:15, 16 Slider 57:21 sliding 57:21 slightly 84:12 small 15:13 39:9 smell 48:1 so 4:1 5:10, 23 7:12, 13	8:12, 19 9:4, 8, 23 10:19 12:8, 12, 14, 19 13:1, 12, 21 14:7 15:18 17:7, 19 18:7, 18, 24 20:1, 12, 17, 20 21:5, 22 22:3, 13, 19 23:2, 6, 8, 24 24:3, 9 25:6, 20, 22 26:5, 14, 18, 22 27:3, 5, 11, 12 28:10, 17, 25 30:10, 12 32:2, 3, 9, 17 33:8, 15 34:2, 14, 16 35:17, 23 36:2 37:3, 15 38:1, 6 39:4, 6, 25 40:17 41:4, 15 42:20, 25 43:16 44:7, 15, 23 45:19 46:23 47:4, 16, 25 48:3 49:22 52:23 53:4, 10 54:9, 22, 24, 25 55:12, 14 56:15, 18, 20 57:1, 7, 15, 23 58:8, 14, 23 59:4, 25 60:4, 9, 14, 15, 21, 25 61:4, 9, 16, 18, 20 62:10, 13, 19 64:7 65:24 67:3 68:21, 25 69:4, 13, 17, 18 70:8, 12, 22 71:10, 20, 23 72:5, 8, 9 73:5, 9, 12, 16, 17 74:2, 18 75:16 76:7, 25 77:5, 13 78:24
--	---	--	---

79:10,14,19, 25 80:13,15 81:9 82:5,7, 16,23 83:5,12 84:20 86:5, 10,13,22 87:12 88:22 90:15 91:9,14 92:4 93:1,13 94:5,19 95:3, 20 97:1,11,14 98:4,17 99:14,17 so-called 92:20 Softens 39:8 sold 5:20 67:1 91:22 solely 68:19 solid 25:6 61:9 84:16 some 10:7 11:13,20 15:23 17:1 18:6,13 19:21,23 20:19 22:9, 12,19 34:22 36:22 45:4 50:12 51:8 52:23,24 53:16,24 71:5 73:8 74:18 75:2 78:16 85:21 87:14 89:21 94:16, 18 99:13 somebody 92:13 someone 46:6 50:19,20,21 96:20 something 10:19 11:23 17:25 20:21 21:7 30:10 35:4 48:24 50:3 51:7,13,	14 52:5 54:18 56:3 80:16 82:8 85:10 86:10 87:8,15 92:14,15 94:19 95:12 99:2 sometimes 16:8 22:6 43:13 51:12 85:24 son 34:5 sore 11:22 sorry 9:4 10:5,8 11:24 14:21 27:18 31:16,19 37:20 42:23 46:16 53:12, 13 55:19 57:9 60:13 64:24 71:23 73:20 80:9 87:20 94:10 96:9 sort 31:23 36:9,13 38:22 48:11 53:24 69:12 80:20 95:25 sounds 19:9 58:24 source 40:19, 24 63:6 south 6:10 10:15,25 11:1,2,3 30:21,22 35:8 36:9 55:6 58:6,15 63:19 67:13 71:10 southern 63:5 space 4:21 8:1 15:13 50:15 54:17 62:2,5,13 65:20 69:24 70:4 80:22 81:21 83:13	spaces 5:15 6:21,22 7:3 8:20 27:1 49:22,25 51:16,17,23 52:3 66:16 68:11,12,13, 16,21 spaceships 47:9 speak 7:7 13:6 14:6 42:17 54:20 65:24 68:8,25 83:22 90:16 92:1 speaker 42:14 46:5 speakers 9:25 10:6 15:24 42:20 48:5 65:22 speaking 35:19 47:21 84:18 special 11:25 86:14 87:9,15 specific 36:23 37:4 52:12 53:5 71:4 85:9 specifically 12:2 24:16 79:3 specs 17:22 spilling 51:6 spot 43:21 spots 43:17 50:17 68:18 square 4:21 6:2 51:1 65:19 67:7 80:21 81:19, 20 94:16 squeeze 43:20 stack 91:17 stacked 26:8	staff 7:17 8:5 12:10 14:3,7 17:25 19:19 21:18 26:19 41:1,6 49:25 69:9 79:11 90:7,10 91:13 stair 22:6 24:4 35:10 40:14 54:11, 14 55:20 56:4,5 59:20 63:4,5 staircase 27:15,19 28:11 39:11, 16,21,24,25 40:14 56:9,22 57:13 58:14, 17 59:1,12, 13,24 60:1, 10,23 61:19 62:14 staircases 39:14,20 59:10 79:8,9 stairs 28:21 44:19 54:25 stairway 35:9 stairwell 93:5 stake 65:8 stamp 84:3 stand 36:15 37:22 47:8 standard 68:12 standpoint 19:14 Starphire 85:6 start 11:14 19:21 20:16, 17 51:22 63:19 75:17 91:1
---	---	--	--

started 79:25 starts 37:7 53:20 54:16 state 4:9 stated 20:20 25:2,7 statement 88:15 stations 17:13 step 81:8,9 stepped 70:19 stepping 69:8,9 steps 8:3 19:18 20:14 69:19 79:24 steroids 57:7 Steve 5:3 60:22 66:5 87:21 Steven 37:11 Steven's 84:9 sticking 55:4 sticks 55:11 still 5:19 25:15 61:1 66:24 80:17, 20 89:13 92:18 stone 9:7,20, 21 35:11 36:18,19 39:13,25 40:15 72:25 stop 16:17 48:2 stops 81:5,6 stories 4:16 23:5 31:15, 17,18,24 32:13 72:20 77:13 storm 19:25 stormwater 17:17 19:23 20:3	story 4:15,17 5:13 6:10 22:22 66:15 67:18 77:14 80:16 straight 61:14 79:18, 22 94:23 street 8:23 35:6 43:11 52:25 61:8 69:6,17,18 70:18 71:13 78:25 89:25 strong 19:12 structure 4:15 22:12 33:6 34:23 35:6,18 structures 22:7 33:9 stucco 9:9 studied 73:13 studies 78:11 study 44:6 49:24 50:5 63:15 73:9 studying 73:24 74:1 stuff 35:1 84:22 sub 11:16 subject's 10:20 submit 24:22 95:24 submitted 4:10 65:9 subsequently 5:20 substations 11:21 12:5,16 success 54:2 successful 38:6 53:22 such 15:13	sued 23:1 suffocated 54:8 suggesting 89:8 suggestion 74:21 suggestions 9:22 73:4 96:19 suite 5:1 66:3 summer 26:13 62:16 71:8 72:3 sun 35:19,23 super 53:22 superior 26:20 supersede 5:24 67:5 superseding 42:23 support 39:7 77:5,14 supporting 37:5 supposed 76:11,22 80:12 86:20 93:6 sure 15:8 35:7 36:6 41:10 43:9 45:6 46:14 58:2 63:4,21 90:12,21 93:22,24 Surf 85:2 89:19 Surfside 26:1 symmetry 34:23 sympathize 94:20 synthesizing 85:21	system 11:18 16:12,21,24, 25 17:10,15, 19,24 18:4 19:8,16 systems 17:7 48:17 T tags 52:4 take 7:13 9:23 10:6 11:20 17:8 18:7 26:17 29:1 43:16 49:18 60:23 69:4 90:6,14 94:17 98:25 99:11 taken 33:16 takes 20:7 taking 19:18 20:13 42:21 51:16 81:13 talk 22:15 35:12 80:15 92:7,10 94:23 talked 58:16 92:6 talking 46:9 51:1 55:5,15, 17 91:24 92:10 tall 23:5 32:3 82:21 taller 53:19 55:9 89:17 tandem 6:20, 21,22 7:3 8:18 68:9,11 Tarnovsky 5:9 66:10 tax 22:18 taxpayer 90:24 taxpayers
---	--	--	--

92:8 TDR 65:21 67:21 TDRS 4:22 6:14 14:5 25:9 47:24 91:16 92:15 tea 8:2,8 technical 15:10,17 technically 68:17 75:19 tell 34:5 47:18 92:3 98:23 terrace 8:8 61:25 70:9 80:7,8 terraces 69:14,22 79:4 testify 13:16 testimony 41:20 than 12:10 16:14 25:25 35:1 41:22 50:23 54:7 74:5 75:17 78:3 89:3 91:3 thank 9:4 14:13,15 15:18,19,20, 21 20:23 23:12 24:13 25:1,19,20 26:23 29:19 30:5 34:8,17 35:14 37:16 40:21 41:7 42:12,13 43:24 44:3,7, 10 46:1,2,3,4 48:4 53:11 64:4,5 65:3 71:10,15 87:21 88:3 89:12 93:13	94:5,8,9 96:7 99:15 100:5 Thanks 11:3 49:9 95:4 96:8 99:14,16 that 5:12,19, 23,25 6:2,24 7:7,15,19,24 8:3,16,19,20, 23 9:12,13, 15,17,21 11:10,12,17, 18,20,25 12:2,9,16,19, 22 13:6,9,11, 16,19,22 14:2,4,5,6, 10,13 15:8, 11,12,13,24 16:11,12,13, 18 17:11,12, 15,16,22,23, 24,25 18:4,5, 12,13,23 19:7,12,24,25 20:2,9,21,24 21:3,4,7,22 22:4,10,20 23:20 24:7, 10,22,25 25:4,16 26:4, 5,10,14,15 27:5,11,15, 16,19,25 28:5,6,18 31:11,21 32:13,17 33:5,9 34:21, 24 35:1,2,6, 11,12,13,14, 20,24,25 36:1,10,17, 19,20 37:2,3, 6,11,13,20,22 38:4,13,15,18 39:10,17 40:1,16,22 41:2,14,19,25 42:1,10,23	43:2,6,17 44:13,14,16, 23,24,25 45:6,11,15,22 46:10,11,13, 15,19,21 47:6,7 48:7, 12,13,17,24 49:1,2,3 50:17,18 51:7,9,11,13, 14,15 52:1,2, 18 53:1,2,6, 8,17 54:4,7, 9,11,12,15, 18,19,21 55:1,2,13,23, 24 56:4,6,8, 19,25 58:12, 13,16,19 59:11,25 60:6,19,25 61:6,18,24,25 62:10,24 63:4,6,19 65:12,23 66:14,20,21 67:3,7 68:5, 6,24 69:7,15, 21,23 70:1,7 71:2,7,16,20, 21 72:5,8,10, 22 73:3,7,8, 9,18,23,25 74:3,9,10,19, 23 75:18,19, 23,24 77:1,2, 6,16,17,19, 20,22 78:2,6, 7,13,18 79:9, 18,25 80:11, 17,18 81:10, 17,19 82:1,2, 6,16,17,22 83:9,16,18,23 84:6,10,13, 15,18,19,22 85:5,8,15,19, 24 86:2,3,7,	8,10,15,16, 20,22,24 87:1,4,5,7,8, 14,25 88:8, 13,15,17,19, 20,24 89:4,7, 9,25 90:5,17, 19 91:7,8,23 92:3,15,23 93:1,19 94:1, 13,15,17,22 95:1,19,20 96:1,19 97:8, 12,20 98:5,6, 13,23 99:9,23 That'd 92:5 that'll 52:19 68:24 that's 9:9,10 11:23 13:17, 24 15:4 20:19 25:15 26:9 30:18 33:12, 16 34:9 35:22 36:9,11,14 38:1,19,20 39:11 42:2,3 44:19 45:21 46:14 47:17 48:3 49:21 50:5 52:11 54:1,8,17 55:9,11 56:18,21 57:13,16,17, 23 58:6 59:6 60:19 61:2,20 62:2,6,7 64:12 71:2 72:24 73:21 75:2,5,12 76:20 77:2,5, 8,23 81:2,9 82:4 83:2 85:2,14 86:25 87:11,21 88:6 90:1 91:1,14, 25 93:20 94:19 97:11
--	--	---	---

98:7,9,10 99:21 that's- 38:15 that- 18:13 the- 30:14 35:3 their 23:6 27:4 31:9 43:15 52:7,14 them 7:18 20:16,18 22:16 34:5 47:10,15,18, 24 48:2,9,11 78:17 84:12 86:17 90:2 91:5 98:14 theme 17:11 48:20 then 7:8 9:21 10:6,7 14:1 20:14,15 21:14 24:12 27:9 28:5,18, 20,21 29:5 30:2 31:21 32:15 33:9,17 35:11 36:7,10 37:21 38:23 39:6,13,24 40:13 41:15 42:8,25 44:18,22 45:1,9 51:20 52:25 53:19 54:16 56:8,14 57:10 59:5,17 60:9 61:1,4, 11,13,22 63:10 64:7 67:14 69:14, 19,24,25 70:2,10,13, 15,17,18,19, 24 71:2,10, 11,15,17 72:11,12,13, 22 79:1,7,16, 21,22,24	80:6,24 81:8 82:9 83:24 86:1 88:16 89:2,19 90:16,20 92:5 95:13 99:2 there 6:14,22 8:22 9:24 10:3 11:12 12:2,3,5,18 13:4,6,10 14:12 16:23 18:21 20:18 21:23 22:7,8, 9,13,19,24 26:15 28:16 32:15 33:19 35:25 36:13 38:4,8 39:5 42:13 43:4 45:4 46:10 47:9,13 48:9, 16,24 49:25 50:2,3 52:4, 20,21,23 53:2,5,9 54:11 57:16, 17,20 58:20 60:13 64:1,23 65:22,23 68:10,15 70:4 73:6,7,9 77:22 78:12 79:18 84:20 85:7,18 86:7, 11 88:14 98:6 there's 7:8 9:25 11:20,24 13:11 14:5 18:24 19:7,11 22:4 25:9,14, 16,21 29:13 30:6 34:20 36:9 39:9 42:19 44:24 45:13 46:5,6 47:15 50:4,14 51:8 52:12,20 54:20 61:23	66:8 67:15 68:25 73:16 74:16 76:1 77:21 86:6 89:4 91:10 96:14 98:9, 10,11,13 therefore 67:21 these 11:8 12:4 15:24 25:8 47:17,24 50:22 51:23 58:9 60:3 66:12 84:5,15 86:2,22 91:10,14,17 92:7,11,15 they 12:6 13:14 15:1 17:7 18:17,22 19:1 20:10 21:17 23:1,5 28:10,11,12, 16 30:2,9 33:9,24 34:12 39:22 40:21 43:15 45:14, 19 46:20,21 47:13 50:18 51:14 52:14, 15,16,24 53:9 60:7,8,9 63:21 64:18 74:11 77:3,8, 13 82:7,19 86:3 92:6,7, 8,14 93:2,5,6 95:25 96:21, 23 98:7,8 they'll 20:11 43:16 they're 12:5 13:17,22 16:2,5 28:15 39:19,23 45:12 46:23 47:18 50:17, 21,23 64:20	91:15,20 92:11,12 98:12 they've 7:18 43:15 45:9 thing 19:9 37:6 44:11 47:6,19 51:16,19 52:9 77:19 81:6 84:16,17 85:4 87:5 91:2 things 16:13 17:13 22:15 28:11 34:21 42:5,24 46:10 48:16 49:2 51:11,21 52:15 78:23 79:2 84:24 85:24 86:11 92:8 95:25 think 10:10 11:19 13:24 16:4,12 21:10 23:13 26:5,20 34:6,16 37:12,13 38:5,15,18 39:6 40:9 43:22 44:6,17 50:12,18 51:11,15,18 52:2 53:14, 22,24 54:1,4, 14 58:19,23 59:6,25 62:24 64:19 68:6 74:24 75:3 77:20 80:11 82:16 83:24 84:2,9,22 85:7,8,12,13, 14,19 86:16 87:2,5,9,16, 24 88:4,7,23 89:3,20 90:2, 15,17 93:1
---	---	--	--

thinking 40:6 48:7 94:14 third 4:1 47:19 54:24 55:2 88:9 89:22 this 6:1,14, 18,23 7:14 8:1,24 9:3 10:23 11:24 12:13,21,23 13:7 14:8,11 15:7,9,16,18 18:13,15,19, 25 19:3,10,15 20:20 21:4,9, 25 22:14 23:3,6 25:2, 7,10,12 26:14 27:15 31:9,15 32:3 34:2,11, 22 35:7,15, 17,20,21 36:18 37:15 38:25 39:12, 13 41:2 42:14,17 43:7,17 44:15 45:6 46:6,9, 11 47:1,6,23 48:3 49:7 50:6,11 51:25 52:10,12 53:6,18 54:3, 10,25 55:7,10 56:4,5,7,8, 21,24 57:2,7, 17,18,24 58:10 59:3 60:10 62:4,8, 9 64:10 65:24 66:18,22,24 67:4,6,22,24 68:4,6,18 69:5,6,10,11, 13,23 70:17 71:12,16 72:3,4,6,9, 15,17,24	73:24,25 75:9,17 78:22 79:8,10,25 80:6,7,19 81:2,4,9,13 82:6,13,20,24 83:7,10,12 84:14 85:5,8, 16,21,22 86:13,17,19 87:9,16 88:15,16,23 89:16,18 91:6,7,8,11, 21,24 92:20, 25 93:15 94:3 those 16:1,11 17:1,2,12 20:5 22:7 23:3 28:14 38:16,23 47:8 51:10,17 52:3,18 54:10 58:13,25 61:21 68:17 80:21 83:23 84:10,11 89:1 95:25 though 17:11 36:12 42:7 thought 49:1 97:17 thoughts 82:15 98:5 three 11:10 17:12 45:1 50:14 60:15 64:10 67:6,8, 18 68:15,16, 17,20 70:5,20 72:7 73:16 75:14,16 79:14 83:16 86:11 88:13, 23 89:1,5,10 92:24 94:24 three-lot 75:17	three-story 67:17 through 7:13 18:17,22 25:4 29:5 39:15,16 41:8 42:10 45:4 49:3 52:20,21 53:24 69:4 71:11 76:9 80:25 88:21 throughout 7:21 63:20 Thursday 91:8 tight 43:20 tightly 50:13 tile 9:13,17 time 12:7 15:18 20:7 22:20 23:23 26:9 34:10,16 40:11 41:4 59:23 64:9,11 77:2,7 78:11 96:8 97:4 times 86:16, 20 96:14 to 4:7,11,20 5:9,21 6:6,7, 8,9,16,19 7:1,2,7,9,12, 15,18,20 8:3, 5,7,10,14,17, 21,22,24,25 9:2,4,6,7,8 10:7,10,17, 18,25 11:25 12:8,13,16,21 13:2,6,14,15, 20,21,22 14:6,10,12,13 15:2,14,16,25 16:9,10,18 17:1,7,8,10, 11,14,15,18, 20,24 18:2,6, 7,8,9,12,18, 23 19:5,6,16,	18,21,23 20:1,8,14,15, 22 21:2,9 22:2,5,11,23 23:3,9,11,13, 14,17,18,24 24:2,9,11,12, 14,15,17,20, 22,23,25 25:3,7,21,24 26:2,4,7,11, 16,17,24 27:4,7,18,25 28:2,6,19,21 29:1,3,8,10, 17,20,22,24 30:8,11,12, 14,16,18,20, 22,23 31:19, 20,23 32:20, 21,22 33:1,8, 14,15,19 34:7,22 35:2, 12,22,23,25 36:15,17 37:7,8,10,21, 22,24 38:4 39:7 40:16, 17,22,25 41:19,21 42:3,4,8,11, 12,17 43:2,7 44:5 45:3,5, 7,14,21,24 47:11 48:3,8 49:19,24,25 50:3,23 51:9, 13,14,15,22 52:2,15 53:1, 5,10,11,16, 18,20 54:7,9, 12,15,16,20 56:9,12,25 57:2,11 58:9, 18,19 59:11, 19,22,24 60:7,9,17 61:8,12,15,21 62:3,14 63:1,
---	---	---	--

11,13,15,16, 24 64:7 65:6, 10,19,21,24 67:2,11,13, 14,15,23 68:1,8,10,19, 23,25 69:1,7, 17,25 70:4,9, 23,24 71:4,5, 6,7,11,13,19, 22,25 72:18 73:7,14,18,19 74:16 75:2,4, 8,17,23 76:7, 8,10,11,21, 22,24 77:4, 14,15 78:1,5, 13,14 79:5,6, 11,12,20,23, 24,25 80:9,12 81:4,11,12, 14,19,21,23, 24 82:1,4 83:1,3,18 84:4,7,9,17 85:8,14,15, 17,20 86:5,9, 14,18,20 87:3,4,6,17, 22 88:8,12,25 89:6,7,15,16, 23 90:3,7,9, 16,17 91:1,6, 15,20,22 92:1,3,5,10, 14,23 93:1,3, 5,6,7,17 94:11,14,15, 16,18,19,23, 25 95:5,6,10, 11,13,15,16, 17 96:2,9,17, 20,22,23,24 97:5,6,10 98:7,8,14,18 99:9,12,22 today 5:23 11:9 13:12 14:5 19:15	41:24 42:12 66:5 77:2,20 together 45:23 88:8 told 14:4 TOMMY 11:7 tomorrow 11:24 98:20 99:1,2 tonight 5:8, 10 10:17 66:11 93:16 tonight's 21:3 too 23:22,23 36:7 37:7,21 40:11 80:14 82:21 84:8 85:3,8 87:12, 13 94:13 95:8 97:13 99:17 took 26:9,12 73:13 77:14 79:11 top 4:14 33:8 34:23 35:13, 25 37:20 38:13 65:13 76:24 80:21 total 68:21 Totally 23:19 touched 54:12 towards 18:13 38:2 68:18 69:18,20 70:18 78:25 79:1 tower 22:6 55:7 58:19 63:4,5 town 10:2,4 11:8,21 15:8, 20 16:20 18:11 19:3 21:7 22:17 48:12 51:9,14 52:2 67:16 91:20 92:17	95:20 96:11, 19,22,24 97:10 99:5 town's 11:11 13:1 towner 16:16 track 83:22 trade 81:21 traditional 78:9 translucent 39:18 59:4 60:2 85:18 88:11 treatment 73:13,15 tree 38:14 tree's 38:25 trees 38:8, 23,24 63:8 tremendous 47:23 91:20 triple 50:20 77:10 tropical 8:17 troubles 51:12 true 46:19 52:11 64:12 82:3 94:1 truly 45:18 try 63:16 71:19 77:14 98:18 trying 7:15 17:18 23:9 27:7 35:22 51:13 69:7 71:5,6 82:4 turn 7:8 69:1 TV 42:24 85:23 two 10:6 13:19 17:16 23:3 28:11 32:13 44:8 49:25 50:14	66:12 70:5,20 72:7 75:12 77:13 79:15 80:16 83:23 89:10,22 90:14 94:15 two-story 6:9 67:17 type 38:14 typical 8:4 58:5 typically 22:4 75:12 U ugly 13:17 under 7:5 44:21 65:15 underground 52:16 64:18 underneath 9:20,21 understand 24:3 27:8 31:23 32:19 34:20 36:19 42:4 57:9 84:6 99:8 understanding 10:22 14:2 understands 76:7 93:14 Understood 29:19 undertake 52:15 unique 62:3 86:20 unit 4:12 5:14,17 6:22 8:19 22:13 26:10,12 27:14 30:7 51:25 57:10, 18 59:15 60:7,8,11 62:3,9 65:11
--	--	--	---

66:15 71:17, 18 72:2,4 80:7 81:14 units 4:20 6:11,13 8:4 23:4,8 25:8, 16 27:4 31:18 50:10,11,12 56:21 58:9 59:9 61:11,12 65:18,21 66:23 67:19, 21 68:14 70:2 71:23 81:21 87:7,13 unknown 14:10 unless 7:8 23:24 45:18 68:25 73:3 80:23 Unlike 6:24 until 48:2 untreated 12:4,17 up 9:1 12:7 13:4 14:12 15:22 21:13 22:5,7 26:20 27:4 28:11, 18,21 29:3,15 30:9,19 32:12 36:12 39:8 46:11 47:9, 13,19 50:18 51:4,5 52:24 54:11 56:11 61:2 69:8,13, 17 70:2,5,7, 19,22 71:12, 14 72:1,9 75:25 76:23 77:13,14 78:19,25 79:14,19 81:12 83:12, 25 84:24 85:25 86:2,4 87:11 89:8 90:21 91:25	93:8 94:24 update 5:21 67:2 upon 11:18 12:21 14:8 97:4,13 98:17 ups 9:2 upstairs 29:6 us 5:8,10 7:19 8:23 16:10,14 20:1 23:1 26:16 28:6 51:12 55:13 64:7 70:13 74:23 75:2 78:22 79:5,12 80:3, 4,5 81:11 86:18 87:5 92:10 96:17 97:13 98:16, 23 use 4:17 6:4 34:12 65:17 67:9 69:21 used 70:4 98:13 uses 43:19 96:19 using 7:6 utilities 52:21 53:9 utility 52:24 v vacancy 97:19 vacant 6:3 10:21 11:5 67:8 97:21 valid 5:19 61:2 66:25 valid- 59:6 variance 34:2 variances 34:3 92:9	variations 88:20 various 13:4 vaulted 80:16 vented 54:9 venture 40:16 versus 25:17 37:7 vertical 53:18 78:23 81:8 84:20 85:16 verticals 85:12 very 7:17,18 14:15 19:8 20:23 23:13 25:19,20 26:15,22 27:24 30:5 36:22 40:12 43:24 44:11 45:16 46:4,12 61:2 64:4 75:24 80:1,2 81:3 84:15 85:5,6,10 86:4,9 92:11 94:21 96:7 98:5 video 81:3 view 10:19 43:18 57:11 villas 67:18 vision 87:23 visit 29:11 visiting 28:21 50:21 visitor 68:16,20 visitors 50:19,24 visual 77:17 void 84:7 vote 96:13 voters 14:18	votes 98:15 w waiting 97:19 waiver 82:2 walk 6:10 10:16 11:6 14:24 22:16, 25 26:11,21 27:4 28:11,12 29:23,24,25 30:8,9,11,18, 21,22,23 31:5,10,20,24 32:10 40:1 41:20,25 42:8 43:3 46:13,19 57:19 60:8,17 61:13 71:11 Walk's 31:3 walks 29:4 walkways 76:15 wall 57:17 61:9 walls 70:21 want 8:10 12:8 16:10 24:2,11 26:17 29:10 30:11 35:12 40:5 42:17 49:14 57:19 59:11, 23 61:8,15 87:5 88:25 90:9 92:3 93:1 94:11,23 95:13 97:6 99:9,22 wanted 5:21 21:2 28:2 30:7 42:3 43:2 45:5 54:20 61:7 78:11 84:17 85:20 90:16 92:13
---	---	--	--

wants 49:13, 16 Warnick 66:5 was 5:18, 20 6:16, 17 8:8, 18 13:9 16:15, 23 17:12, 22 18:1, 3, 4, 5 19:24 20:20 21:22, 23 22:8, 9, 10, 17, 18, 19, 20, 25 23:1 25:12, 16, 17 26:6, 16, 21 34:11 41:23 42:12, 24 44:11, 13, 14, 16, 21, 22 45:2, 9 46:21 47:1, 6, 21, 22 48:24 49:1 50:3, 13 52:23 53:3 59:7 61:25 62:24 66:20 67:1, 3, 22, 23 68:4, 5 69:11 70:11, 16 73:5, 6, 9, 17, 24, 25 74:9, 10, 14, 16 75:2, 24 76:7 77:12 78:9, 12 79:18 84:20 85:11 86:6, 7, 10, 12 88:5, 20 89:8 91:21, 22 94:13, 15, 22, 23 wasn't 20:21 87:17 waste 25:6 watching 42:24 44:11 47:11, 16 water 12:17 16:23 18:6, 15, 18, 23 19:21, 25 25:5	26:3, 4, 10, 11, 12 27:17 30:8, 11 62:17 69:16 70:9, 10 71:8, 24 72:6 76:3 79:2, 21 81:4 92:7 waterfront 6:1 67:6 waterside 26:14 waterway 6:8 7:14 8:3 67:14 way 5:17 7:22 8:1, 13 13:23 29:5 38:3 51:8, 18 53:17, 19, 23 56:16 57:18 66:18 77:25 78:1 84:4 85:1 86:4, 25 87:10 88:22 95:8 97:3 we 5:4, 5, 6, 7, 9 6:7, 8 7:16 8:1, 3, 4, 7, 10, 12, 13, 15, 18, 22 9:5, 9 10:6 11:10, 12, 13 12:12, 15, 17, 19 13:22 14:17, 19 15:6, 8 16:5, 11, 22 17:4, 16, 22 18:7, 14 19:6, 11, 14, 20, 22, 23 20:1, 4, 12, 15, 17, 21 21:18, 24 22:3 24:7, 20 25:22, 23 26:1, 2, 4, 9, 12, 14, 18, 20 27:6, 12, 25 28:1, 2 30:7 31:11 33:17 35:20, 22	41:11 45:16, 19 47:20, 22, 25 48:2, 8, 11 51:11 53:6, 25 54:7, 11, 22, 23 55:12 58:15 59:11, 23 60:10, 13 61:7, 8, 9, 11, 13, 15 63:18 64:11 65:24 66:6, 8, 10 67:14 68:1, 6 69:13, 14, 17, 21 70:5, 7, 12, 18 71:2, 4, 7, 13, 15, 19 72:13 73:10, 11, 12, 13 74:13, 23 75:3 76:25 77:1, 6, 7 78:2, 6, 10, 18, 24, 25 79:1, 2, 6, 10, 11, 14, 19, 20, 25 80:15 81:9, 10 83:8, 10, 11, 15, 19, 24 84:13 86:15, 19, 22, 25 87:4, 22 88:2, 7, 8, 12 89:18 90:9, 17 91:13 92:9, 15, 18 93:14, 24 94:2, 23 95:2, 16, 19, 20, 22 96:10, 11, 13 97:1, 14, 19, 21, 22, 24 98:1, 4, 17, 19, 22, 23 99:2, 11, 13, 17, 23 we'd 14:1 we'll 10:7 20:16 21:14 89:20 95:13	we're 5:11 6:19 7:1, 15 9:10, 22 11:9, 17 13:9 16:14 17:17, 19 19:12, 14, 15 23:14, 18, 21 25:23 33:15 34:3 45:16 46:9, 22 47:2 51:16, 21, 24 53:8 60:11 66:12 68:9, 22 69:7, 16 72:24 73:21 74:12, 13, 22 75:1, 8 84:10 86:20 87:11 91:7 95:25 96:14 97:19 100:4 we've 14:3, 4 50:13 77:15 86:16 88:18, 19 96:12, 25 wedding 24:8 54:23 week 34:10 weeks 17:8 welcoming 34:15 well 7:23 8:10, 15 9:3, 4 14:24 15:16 16:21 19:4 21:11 23:21 26:23 27:17 30:7 31:24 36:11 37:14, 25 41:16 45:9 46:21 50:17, 25 51:10 52:7 56:2, 22 58:4 61:20 63:3 64:6 67:17 72:13 74:20 78:2, 13 98:15 well-defined 88:10
---	---	--	--

well-taken 82:25	22 61:9 64:20	55:3, 23, 24	90:23
went 11:24	69:7 70:12	57:17 58:9,	wide 77:10, 12
16:25 42:24	71:4, 19, 22	12, 15 60:5	wider 61:25
74:18 77:13	72:8, 9 73:1,	67:23 69:24	69:17
85:14	5, 8, 10, 12, 21,	72:24 79:23	width 74:6
were 8:22	24 74:9, 12, 14	80:16 84:23	76:14
15:24 17:2, 5	75:5, 20 78:24	86:11 88:19	will 4:20
20:22 22:24	79:2 80:22	92:19	7:7, 8 15:10
28:20 46:10	81:2, 16, 18, 23	whether 16:11	17:2, 25
52:14, 21	82:3, 14, 19	48:10 50:15	18:17, 23 20:4
66:24 77:7, 16	83:8, 19 84:6	75:6 91:5	38:15 39:16,
83:23 92:22	85:7, 11, 25	which 5:22	17 40:6, 7, 17,
93:5, 6	87:11 88:5, 7,	7:5 10:16, 21	21 43:16
weren't 77:7	12, 14 89:8, 24	12:5 16:5, 15	44:15 45:6,
Wernick 5:3	90:1, 3 91:17	19:20 21:25	14, 18, 19
Wes 24:2	94:15 95:1	22:25 23:7	49:23 50:18
83:22	97:20 98:17	25:9 26:3	65:16, 18
Wesley 8:25	99:9	27:14 28:22	68:8, 25 69:1
37:13 44:18	what's 16:23	29:8 33:13, 24	70:3 89:17
west 6:8	19:4 22:20	35:9, 10 43:14	98:19 99:2, 11
19:22 35:20	25:18 33:5	51:18, 20	winded 87:20
47:4, 16 48:22	35:2, 11 43:7,	52:22 53:18,	window 76:1
52:25 54:15	24 47:5, 7	23 54:24 56:9	windows 58:13
60:9, 18 67:15	48:2 63:21	57:6 58:15	wiped 23:2
76:2	75:9 89:15	67:16 68:8	with 4:7, 25
what 7:15	91:6, 18 93:19	74:25 77:3, 11	5:3, 7, 10, 14
8:8, 12, 20	whatever	79:7 80:2, 10	6:21, 25 7:17
9:12 10:17	23:14 47:11	84:8, 13, 21	8:5, 6, 20 9:21
12:3, 12, 15	92:17	85:7, 16 91:12	11:11, 13, 14,
13:13, 18	whatsoever	98:24	15, 16 12:13,
17:17, 19	12:12 21:6	while 13:10	15, 24 13:1, 18
19:7, 18 20:5,	25:10	48:6 80:18	14:10 16:9, 22
6, 14, 20 22:4	when 16:22	96:13	20:18 21:4, 8
23:19 24:14	18:22 21:18	whimsical	24:16, 18
25:17 26:1	22:8 30:20	37:7	25:6, 11, 13, 25
27:5, 12 28:1,	44:20 45:16	who 5:9 47:21	26:7, 19, 20
2 30:7 33:24	52:14 56:11	56:25 66:10	30:6 34:13, 22
34:4, 12, 15, 23	62:14 75:16,	85:22 98:11	35:2, 11 36:13
35:18, 20, 22	24 78:10	whole 50:16	37:4 38:7, 21
36:11 37:12,	80:15 86:23	56:15 58:12	39:12 40:2, 15
13 38:2, 21	92:17	83:12	41:2, 21 42:6
40:14 42:2, 11	whenever	why 11:23	43:13 45:10,
43:13 45:17	95:18	12:5 26:9	15, 20, 23
47:13, 17, 25	where 6:17	38:1 50:5	47:24 48:10,
48:3 49:1, 20	9:10 26:15	60:4, 6, 19, 23	23 49:3, 24
51:5 52:13	30:4 34:12	61:16, 17, 20	50:6 51:11
54:22 56:6, 8	37:25 43:1	64:18 77:2, 8	54:8 57:2
58:8 60:9, 13,	46:23 51:17,	79:16 81:9	61:10, 12, 13
	21 54:25	85:14 86:25	

63:2 65:7 66:2, 5, 16, 22 69:9 71:19, 21 72:3 73:3, 5 74:1, 5, 13 76:12 77:22 78:17 79:4, 10, 15 80:5 82:12, 18 83:10 84:21 86:13 88:10 89:9 94:20, 25 96:20 99:1 within 18:20 19:3 21:8 28:7 40:1 without 25:3 38:5 88:11 90:10 won't 19:1 98:23 wonder 37:24 54:12 57:4 wondered 84:12 wondering 48:12 90:23 wood 9:8 39:13 72:25 81:13 words 82:18 work 12:6 45:23 52:24 74:3 82:17 88:1 worked 7:17 working 12:19 17:25 69:9 83:14 worse 75:7 would 4:22 5:12, 24 6:11 8:20 13:21 15:15 18:15 19:5 23:17 24:22, 24 25:2 28:18, 21 29:21 36:17	37:10, 18, 25 40:12, 14, 16, 25 43:20, 22 44:17, 23 60:1 61:24 62:8, 9 65:20, 24 66:14 67:4, 19 79:7, 9 83:19 84:13, 14, 24, 25 85:7, 16 86:8, 9 87:22 88:24 89:24, 25 90:7 92:14 93:17 94:16, 18 95:5, 10 96:13, 17 97:3, 6, 8, 18 98:5 99:10 wouldn't 16:4 42:7 82:24 wrap 14:11 61:12 83:25 90:21 93:8 wraparound 8:6 wrapping 7:22 wraps 69:16 written 22:9 wrong 11:23 24:7 56:3 Y yard 65:16 yeah 9:19 10:10 23:12 24:13 27:22 29:21 30:2 31:2 32:15 33:25 35:14, 16 36:10 37:2 38:10, 25 39:2, 4, 6, 11 41:10 49:10, 17 54:19 55:17, 20 56:6 58:3 59:7 60:25 62:4, 25	72:8 77:11 78:8 80:14, 23 81:1 85:13 90:9 96:23 98:4, 25 year 20:8 years 10:22 14:17, 18, 19 15:5, 6 17:16 22:17 41:23 43:4 45:1 46:22 47:2 48:20 78:10 92:12 Yep 16:18 38:20 yes 9:20 10:2, 4 11:7 18:14 25:21 27:2, 5, 10, 21 31:12, 13 32:7, 11, 14, 21 36:5, 19 39:8, 12, 23 40:4 42:16 44:9 49:11, 21 52:17 56:23 57:24 58:8 59:2 61:1 63:25 72:8, 13 85:19 89:15 92:2 93:20, 24 yet 13:3 14:3 20:7 you 5:10, 11, 23 6:13 7:12, 13, 14 8:21, 23, 24 9:3, 4, 5, 21 10:19, 24 11:9, 19 13:2, 12 14:14, 15 15:8, 16, 18, 19, 20, 21 19:22 20:23 23:12 24:2, 11, 13, 25 25:1, 19, 20 26:5, 23, 24 27:11, 19	28:5, 20, 21, 23 29:1, 10, 11, 12, 13, 14, 19, 21 30:5, 10, 16, 20, 21 32:6, 17 34:4, 5, 6, 8, 9, 14, 15, 17, 19 35:7, 14 36:10, 22 37:12, 13, 16, 19 38:23 39:14, 16 40:1, 2, 5, 17, 21, 23 41:7, 22, 23, 24 42:12, 13, 17, 20, 21, 22 43:7, 20, 22, 24 44:3, 5, 7, 10, 12, 18 46:1, 2, 3, 4, 16 47:6, 10, 11, 14, 17, 18 48:4, 8 49:4, 11, 14, 23 50:12, 13 51:2, 22 52:18, 24 53:11 54:23 55:8, 10, 14 56:3, 7, 23 57:8, 12, 17, 20 58:1, 2, 15, 24 59:5, 13, 19 60:4, 5, 6, 19, 23, 25 61:4, 5, 6, 16, 17, 18 62:7 63:19, 20 64:4, 5, 8 65:3, 22 66:13 67:2 69:3, 4, 7, 12, 23, 24, 25 70:2, 3, 9, 14, 22 71:10, 11, 12, 15, 22 72:6, 10 73:3, 24 74:7 75:10, 16, 18, 23, 24, 25
---	--	--	--

76:15,16,17, 18 77:7 78:6, 14,16,19 79:9,16 80:17,21,23, 25 81:3,16, 19,20 82:1,17 83:1,5,9,22, 23,24 84:7, 14,23 85:7,13 86:1,11,17 87:7,8,9,14, 21,25 88:3, 22,24 89:2,6, 12,17,20,25 90:4,6,16,19, 20 91:3,4,5, 9,12,16,24,25 92:3,10,11, 22,23,24,25 93:3,8,10,13, 22 94:5,8,9, 17,20,25 95:8,12,13, 18,24 96:7 97:2,8 98:2, 3,16,19 99:2, 12,15 100:5 you'd 40:13 you'll 45:22 you're 13:14 14:24 19:21 20:1 28:13 32:12 33:2,4, 8 36:24 38:2, 21 40:5 41:14,15 47:1,2,23 48:6,13 51:1 55:5,15 57:15 59:9 64:14,15 66:22 74:6,19 75:22 80:10 81:16,18,22, 24 82:3,9 86:25 90:23 93:11 95:15 you've 38:8 49:20 80:19	86:19 your 7:17 14:21 15:17, 18 25:21 26:19 31:16 32:13,17 34:5 38:2,7 43:24 44:4 45:23 49:23,24 59:2,25 63:17 64:17 69:9 81:5,6 82:14, 17,25 83:3 85:2,15 87:23 88:5 90:14 93:8 94:14 96:7 yours 4:23 z zoning 6:6 11:17 22:1,21 42:2 55:13 67:11 92:22 Zoom 43:1	
--	---	--

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 4.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Sections 23-16.1 and 23-16.2 of the Town Code pertaining to Moratorium and Zoning in Progress. Enclosed is a copy of the proposed ordinance.

Proposed amendment on second reading by Council Member Bruder. The draft has been distributed and is attached for consideration by council.

DESCRIPTION:

At the November 28, 2022, the Town Council considered and approved the ordinance on First Reading to amend the Town Code pertaining to "Moratorium" and "Zoning In Progress".

At Town Hall Meeting on November 3rd, 2022 a temporary Moratorium/Zoning-in-Progress was discussed to allow the Town time to study and update desired Code provisions. Consideration and public input were received. The consensus was to update the existing Code section on Moratorium. A new Zoning-in-Progress Code section was desired to announce the Town's future intentions that LDR revisions may be made. A number of land development topics were discussed. The Town Council voted unanimously to not move forward at this time with a temporary moratorium, until the Code was updated. A draft listing of possible land development issues was requested for a review framework/future editing.

MMPA was requested to create a draft listing of issues based on the Town Council's comments at the November 3rd, 2022 meeting, the public comments received at that meeting, and staff issues that staff encounters on a daily basis reviewing/processing Site Development Plans and Building Permits.

Attached is an initial draft listing of issues for consideration from the Town Planner Miller based on discussions to date. It is not meant by any means to be a final list – it is meant as a working document to be edited/revised to address any issues desired by the Town. Based on the discussions and agreement by Town officials, staff can work on more detailed studies/desired Code amendments, and procedures.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Version 1 -Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22 - Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndRea
2.	Version 2 -Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22 - Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndRea

ORDINANCE _____

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 23-16.1 TO BE ENTITLED MORATORIUM AND PROVIDING FOR PROCEDURAL CHANGES; PROVIDING FOR A NEW SECTION 23-16.2 ENTITLED ZONING IN PROGRESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, in order for the Town to implement future new regulations as and when they are adopted, the Town wishes to amend Section 23-16.1 to be entitled "Moratorium", which will provide for new procedural regulations, and to adopt a new Section 23-16.2 to be entitled "Zoning in Progress" that will so allow; and

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

WHEREAS, the Town Council hereby determines that this Ordinance will promote the health, safety, and welfare of the Town.

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

Section 1: The above recitals are true and correct and are incorporated herein by reference.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code Section 23-16.1 – Moratorium is hereby amended, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 3: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to create a new Section 23-16.2 – Zoning in Progress, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall be come 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 work.

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 _____ 202_.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 202_.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Joseph Geller, Esquire
Town Attorney

EXHIBIT “A”

Section 23-16.1 of the Town’s Zoning and Planning Code is hereby amended to read as follows:

Sec. 23-16.1. - Moratorium.

(1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose building and zoning ~~moratoriums~~moratoria in accordance with the procedures herein established.

(2) Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose a building moratorium whenever it shall be made to appear to the town that it is in the public interest to make a comprehensive determination as to whether existing zoning ordinances applying to a portion of the area of the Town of Bay Harbor Islands are appropriate, and that the said existing zoning ordinances may be detrimental to the said area should they continue to remain applicable and building permits be issued predicated thereon.

(3) Should the Town Council determine that a building moratorium is reasonably necessary, it shall pass and adopt an ordinance to that effect. The ordinance shall establish the time frame for the building moratorium and direct that no permits be issued within the affected area(s). The ordinance shall also set forth a fixed time within which the Town staff shall report back to the Town Council with their recommendations relating to the appropriate zoning districts and regulations for the affected areas. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area(s). The town council's determination shall be predicated on a consideration of the comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town.

(4) Any ordinance issued pursuant to this Section shall be complied with by all town personnel and shall be effective until reversed, modified or superseded by order of the town council.

(5) Upon the Effective Date of the moratorium, the moratorium shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the “Application”) to the Town. Once submitted, the Application is not subject to the proposed moratorium but will proceed under the rules in place upon the date of submittal.

(6) Procedure. When the Town Council or Town Manager is considering a zoning or building moratorium the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of a moratorium, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(7) Effective Date. A moratorium shall commence upon the adoption of an Ordinance by the Town Council after two duly noticed public hearings. Upon adoption by the Town Council, the moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue the moratorium for a longer period of time, if reasonably necessary.

(8) At the public hearing the town council shall inquire into the propriety of a building moratorium and may reverse, modify or supersede any moratorium order previously issued. The council's determination shall be predicated upon the reasonable necessity for a detailed comprehensive analysis of the area in question and the probability of detriment to the character of the area by the continued application of the existing zoning ordinances.

(9) Should the town manager be unable to report back to the council within the time prescribed by its moratorium order, upon timely request by the town manager and after public hearing on the need therefor, the council may reasonably extend the time limitation. The town manager shall submit his report simultaneously to the council and the zoning and planning board. The zoning and planning board shall make its findings and recommendations after public hearing to the council.

(10) Upon the submission of the zoning and planning board findings and recommendations to the council, the clerk shall call a public hearing thereon before the council at the earliest practicable time, ten days after publication, once in a newspaper of general circulation in the town. After said public hearing the council shall make its determination as to whether the zoning ordinances shall remain the same or shall be changed. Should the council determine that the zoning ordinances shall remain the same, it shall immediately issue its order terminating the building moratorium. Should the council determine that the applicable zoning ordinances should be changed, or new ordinances created, or special exceptions, variances, conditional use permits and the like, altered or revoked, it shall issue its order continuing the building moratorium and shall immediately take the actions required to accomplish the same.

(11) Upon the completion of all zoning changes relating to the affected area, the council shall issue its order terminating the building moratorium.

(12) If any planning study performed by town officials or employees or a specially hired or appointed town agency, indicated the necessity for zoning changes, the provisions hereof may be utilized to restrict the issuance of building permits until such changes have been finally considered by the council.

(13) Any person may make written application to the town council for the issuance of a building moratorium by the council. Such application to the council shall be filed with the town clerk, whose duty it shall be to place the matter before the town council as soon as is reasonably practicable for the council's determination as to whether a public hearing shall be called thereon. The town manager shall be notified by the clerk of the date that the matter is to be considered by the council. The word "person" as used in this subsection includes, but is not limited to, any individual, firm, corporation and governmental entity.

(14) Notwithstanding the issuance of any moratorium order, the town manager may authorize the issuance of building permits for nondeleterious items including, but not limited to, fences, repairs, and the like matters, if he determines that such permit will not affect the outcome of the planning study, and such items are not subject to the approval of any other board or agency of the town.

(15) During the existence of any building moratorium, no applications for variances, special exceptions or zoning district changes, minimum square footage requirement changes,

unusual and new uses, modifications or elimination of conditions, restrictions or limitations with the affected area shall be acted upon by any town agency except as provided herein.

(16) Appeal. An affected person may appeal the Town's adoption of moratorium by filing a notice of appeal with the Town Manager.

(17) Vested Rights. A moratorium shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

Section 23-16.2 – Zoning In Progress

(1) Notwithstanding any other provisions contained in the ordinances of the ~~town~~Town, the ~~town council~~Town Council may impose Zoning In Progress in accordance with the procedures herein established.

(2) Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose Zoning In Progress to place a temporary hold on development permits and approvals if there are pending active efforts underway to amend ~~this~~the Town's Zoning and Planning Code in a way that would preclude such permits and approvals should the pending amendment be adopted.

(3) Applicability. ~~Zoning In Progress shall apply when the Town is considering either a text~~A zoning in progress period shall be in place 180 days from the date that the Town Council adopts an ordinance imposing Zoning in Progress pursuant to this section, unless the Town Council adopts, rejects, or withdraws the proposed amendment to the Town Zoning and Planning Code or a change of zoning district. If the Town is actively developing and processing a proposal to amend this Code in a way that would preclude permits and approvals of certain uses and development, and authorization or approval of such uses and development before the proposed amendment is decided would be detrimental to the public interest:

~~The~~sooner. During the zoning in progress period, the Town shall not grant any development permit or approval, or accept any application for a development permit or approval, that authorizes or proposes development that would not be allowed under the proposed amendment to the Town Zoning and Planning Code ~~or zoning district change. Upon the Effective Date of Zoning In Progress,~~ Zoning In Progress shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the "Application") to the Town. ~~Once~~Applications submitted, prior to the ~~Application is~~imposition of Zoning in Progress will not be subject to the proposed ~~new rules~~amendments to the Town's Zoning and Planning Code but will proceed under the ~~rules~~Code provisions in place upon the date of submittal.

(4) Procedure. When the Town Council or Town Manager is considering either a text amendment to the Town's Zoning and Planning Code or a change of zoning district, the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of Zoning In Progress, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the ~~town~~Town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(5) Effective Date. Zoning In Progress shall commence upon the adoption of an ~~Ordinance~~ordinance imposing Zoning in Progress by the Town Council after two duly noticed

public hearings. Upon adoption by the Town Council, Zoning In Progress shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue Zoning In Progress for a longer period of time, if reasonably necessary.

~~(6) — Appeal. An affected person may appeal the Town staff's application for text amendment or rezoning to the Town Council for review by the Town Council by filing a notice of appeal with the Town Manager.~~

~~(7) —~~

(6) Vested Rights. Zoning In Progress shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

(7) Appeal. Any person aggrieved by the decision of the town council may appeal such decision to the 11th Judicial Circuit Court for Miami Dade County, Florida, as provided in F.S. § 26.012.

Document comparison by Workshare 10.0 on Thursday, December 8, 2022
12:11:58 PM

Input:	
Document 1 ID	file:///G:/old desktop/Town of Bay Harbor Islands/Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22.docx
Description	Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22
Document 2 ID	file:///G:/old desktop/Town of Bay Harbor Islands/Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndReadingV1.docx
Description	Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndReadingV1
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	19
Deletions	17
Moved from	0
Moved to	0
Style changes	0

Format changes	0
Total changes	36

ORDINANCE _____

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 23-16.1 TO BE ENTITLED MORATORIUM AND PROVIDING FOR PROCEDURAL CHANGES; PROVIDING FOR A NEW SECTION 23-16.2 ENTITLED ZONING IN PROGRESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, in order for the Town to implement future new regulations as and when they are adopted, the Town wishes to amend Section 23-16.1 to be entitled "Moratorium", which will provide for new procedural regulations, and to adopt a new Section 23-16.2 to be entitled "Zoning in Progress" that will so allow; and

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

WHEREAS, the Town Council hereby determines that this Ordinance will promote the health, safety, and welfare of the Town.

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

Section 1: The above recitals are true and correct and are incorporated herein by reference.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code Section 23-16.1 – Moratorium is hereby amended, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 3: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to create a new Section 23-16.2 – Zoning in Progress, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall be come 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 work.

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 _____ 202_.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 202_.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Joseph Geller, Esquire
Town Attorney

EXHIBIT “A”

Section 23-16.1 of the Town’s Zoning and Planning Code is hereby amended to read as follows:

Sec. 23-16.1. - Moratorium.

(1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose building and zoning ~~moratoriums~~moratoria in accordance with the procedures herein established.

(2) Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose a building moratorium whenever it shall be made to appear to the town that it is in the public interest to make a comprehensive determination as to whether existing zoning ordinances applying to a portion of the area of the Town of Bay Harbor Islands are appropriate, and that the said existing zoning ordinances may be detrimental to the said area should they continue to remain applicable and building permits be issued predicated thereon.

(3) Should the Town Council determine that a building moratorium is reasonably necessary, it shall pass and adopt an ordinance to that effect. The ordinance shall establish the time frame for the building moratorium and direct that no permits be issued within the affected area(s). The ordinance shall also set forth a fixed time within which the Town staff shall report back to the Town Council with their recommendations relating to the appropriate zoning districts and regulations for the affected areas. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area(s). The town council's determination shall be predicated on a consideration of the comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town.

(4) Any ordinance issued pursuant to this Section shall be complied with by all town personnel and shall be effective until reversed, modified or superseded by order of the town council.

(5) Upon the Effective Date of the moratorium, the moratorium shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the “Application”) to the Town. Once submitted, the Application is not subject to the proposed moratorium but will proceed under the rules in place upon the date of submittal.

(6) Procedure. When the Town Council or Town Manager is considering a zoning or building moratorium the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of a moratorium, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(7) Effective Date. A moratorium shall commence upon the adoption of an Ordinance by the Town Council after two duly noticed public hearings. Upon adoption by the Town Council, the moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue the moratorium for a longer period of time, if reasonably necessary.

(8) At the public hearing the town council shall inquire into the propriety of a building moratorium and may reverse, modify or supersede any moratorium order previously issued. The council's determination shall be predicated upon the reasonable necessity for a detailed comprehensive analysis of the area in question and the probability of detriment to the character of the area by the continued application of the existing zoning ordinances.

(9) Should the town manager be unable to report back to the council within the time prescribed by its moratorium order, upon timely request by the town manager and after public hearing on the need therefor, the council may reasonably extend the time limitation. The town manager shall submit his report simultaneously to the council and the zoning and planning board. The zoning and planning board shall make its findings and recommendations after public hearing to the council.

(10) Upon the submission of the zoning and planning board findings and recommendations to the council, the clerk shall call a public hearing thereon before the council at the earliest practicable time, ten days after publication, once in a newspaper of general circulation in the town. After said public hearing the council shall make its determination as to whether the zoning ordinances shall remain the same or shall be changed. Should the council determine that the zoning ordinances shall remain the same, it shall immediately issue its order terminating the building moratorium. Should the council determine that the applicable zoning ordinances should be changed, or new ordinances created, or special exceptions, variances, conditional use permits and the like, altered or revoked, it shall issue its order continuing the building moratorium and shall immediately take the actions required to accomplish the same.

(11) Upon the completion of all zoning changes relating to the affected area, the council shall issue its order terminating the building moratorium.

(12) If any planning study performed by town officials or employees or a specially hired or appointed town agency, indicated the necessity for zoning changes, the provisions hereof may be utilized to restrict the issuance of building permits until such changes have been finally considered by the council.

(13) Any person may make written application to the town council for the issuance of a building moratorium by the council. Such application to the council shall be filed with the town clerk, whose duty it shall be to place the matter before the town council as soon as is reasonably practicable for the council's determination as to whether a public hearing shall be called thereon. The town manager shall be notified by the clerk of the date that the matter is to be considered by the council. The word "person" as used in this subsection includes, but is not limited to, any individual, firm, corporation and governmental entity.

(14) Notwithstanding the issuance of any moratorium order, the town manager may authorize the issuance of building permits for nondeleterious items including, but not limited to, fences, repairs, and the like matters, if he determines that such permit will not affect the outcome of the planning study, and such items are not subject to the approval of any other board or agency of the town.

(15) During the existence of any building moratorium, no applications for variances, special exceptions or zoning district changes, minimum square footage requirement changes,

unusual and new uses, modifications or elimination of conditions, restrictions or limitations with the affected area shall be acted upon by any town agency except as provided herein.

(16) Appeal. An affected person may appeal the Town's adoption of moratorium by filing a notice of appeal with the Town Manager.

(17) Vested Rights. A moratorium shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

Section 23-16.2 – Zoning In Progress

(1) Notwithstanding any other provisions contained in the ordinances of the ~~town~~Town, the ~~town-council~~Town Council may impose Zoning In Progress in accordance with the procedures herein established.

(2) Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose Zoning In Progress to place a temporary hold on development permits and approvals if there are pending active efforts underway to amend ~~this~~the Town's Zoning and Planning Code in a way that would preclude such permits and approvals should the pending amendment be adopted.

(3) Applicability. ~~Zoning In Progress shall apply when the Town is considering either a text~~A zoning in progress period shall be in place 180 days from the date that the Town Council adopts an ordinance imposing Zoning in Progress pursuant to this section, unless the Town Council adopts or rejects the proposed amendment to the Town Zoning and Planning Code ~~or a change of zoning district. If the Town is actively developing and processing a proposal to amend this Code in a way that would preclude permits and approvals of certain uses and development, and authorization or approval of such uses and development before the proposed amendment is decided would be detrimental to the public interest:~~

~~The~~sooner. During the zoning in progress period, the Town shall not grant any development permit or approval, or accept any application for a development permit or approval, that authorizes or proposes development that would not be allowed under the proposed amendment to the Town Zoning and Planning Code ~~or zoning district change. Upon the Effective Date of Zoning In Progress,~~ Zoning In Progress shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the "Application") to the Town. ~~Once~~Applications submitted, prior to the ~~Application is~~imposition of Zoning in Progress will not be subject to the proposed ~~new rules~~amendments to the Town's Zoning and Planning Code but will proceed under the ~~rules~~Code provisions in place upon the date of submittal.

(4) Procedure. When the Town Council or Town Manager is considering either a text amendment to the Town's Zoning and Planning Code or a change of zoning district, the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of Zoning In Progress, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the ~~town~~Town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(5) Effective Date. Zoning In Progress shall commence upon the adoption of ~~an Ordinance~~a Resolution imposing Zoning in Progress by the Town Council ~~after two~~at a duly

noticed public ~~hearings~~hearing. Upon adoption by the Town Council, Zoning In Progress shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue Zoning In Progress for a longer period of time, if reasonably necessary.

~~(6) — Appeal. An affected person may appeal the Town staff's application for text amendment or rezoning to the Town Council for review by the Town Council by filing a notice of appeal with the Town Manager.~~

~~(7) —~~

(6) Vested Rights. Zoning In Progress shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

(7) Appeal. Any person aggrieved by the decision of the town council may appeal such decision to the 11th Judicial Circuit Court for Miami Dade County, Florida, as provided in F.S. § 26.012.

Document comparison by Workshare 10.0 on Thursday, December 8, 2022
12:16:20 PM

Input:	
Document 1 ID	file:///G:/old desktop/Town of Bay Harbor Islands/Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22.docx
Description	Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)11-14-22
Document 2 ID	file:///G:/old desktop/Town of Bay Harbor Islands/Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndReadingV2.docx
Description	Bay Harbor Islands - Zoning In Progress Ordinance(16325526.3)2ndReadingV2
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	21
Deletions	19
Moved from	0
Moved to	0
Style changes	0

Format changes	0
Total changes	40

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 5.

ITEM: Consideration and Approval of an ordinance on Second Reading amending the Town Code, by creating a new Section 23-30.1 with provisions for Mechanically Stacked Parking Lifts, introduced by Council Member Bruder. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance will create a new Section of the Town Code governing Mechanical Stacked Parking Lifts in the town.

All mechanically stacked parking lifts shall be installed within a completely enclosed building or parking garage, regardless of land use type, or at other locations approved by the town, to ensure adequate screening, security and safety are provided.

Not more than twenty-five (25) percent of the required quantity of parking spaces may be provided via mechanical or robotic parking lifts.

These provisions shall only apply to multifamily residential and commercial land development located on the East Island of the Town and shall not apply to single-family homes on the West Island, nor two-family developments (duplex) or townhouse type developments on the East Island expect that all such mechanical and robotic parking systems shall be installed within a completely enclosed building and a maximum of three (3) lifts are permitted.

Parking spaces to be used to satisfy accessory off-street parking requirements must conform to the provisions of this chapter and include all-weather surface areas, meet minimum parking space dimensions, drive aisle widths, and required pavement markings. The use of mechanical parking devices, robotic parking systems and vehicle elevators to satisfy off-street parking requirements shall be permitted, subject to the provisions set forth herein.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	REVISED-BHI Parking Lifts Draft Ord Text #2 Ex A Nov 22, 2022
----	---

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO MECHANICAL AND ROBOTIC PARKING SYSTEMS; CREATING SECTION 23-30.1 ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town property owners, by providing regulations in determining the amount of space required to be set aside for the parking of vehicles within the Town; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to create Sec. 23-30.1 – Mechanical and robotic parking systems, as more fully set forth in the attached Exhibit “A”, and by reference made a part hereof.

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

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

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

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

PASSED on First Reading this 28th day of November 2022.

PASSED on Second Reading this 11th day of January 2023.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Article II. Off-Street Parking

Proposed Text Revisions **December 2nd, 2022**

Sec. 23-30.1 – Mechanical and robotic parking systems.

Notwithstanding the above alternative parking arrangement provisions, due to the unattractiveness of such structures, and concerns with unsupervised operation of unattended vehicle lifts, mechanically stacked parking lifts shall be subject to the following basic provisions.

1. All mechanically stacked parking lifts shall be installed within a completely enclosed building or parking garage regardless of land use type, or at other locations approved by the town to ensure adequate screening, security and safety is provided.
2. Not more than twenty-five (25) percent of the required quantity of parking spaces may be provided via mechanically or robotic parking lifts. **This shall be interpreted to mean that the above percent limitation refers to those vehicles on elevated lifts**
3. These provisions shall only apply to multifamily residential and commercial land development located on the East Island of the Town and shall not apply to single-family homes on the West Island, nor two-family developments (duplex) or townhouse type developments on the East Island, except that all such mechanical and robotic parking systems shall be installed within a completely enclosed building and a maximum of three (3) lifts are permitted.

(1) Definitions.

(a) *Mechanical parking* means mechanical parking lifts, robotic parking systems, and/or vehicle elevators.

(b) *Mechanical parking lift* means an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion.

(c) *Robotic parking system* means a mechanical garage using elevator systems to hoist individual vehicles from receiving areas to separate auto storage areas.

(d) *Vehicle elevator* means an elevator used for motor vehicles in lieu of ramps within a parking structure.

(2) Parking spaces to be used to satisfy accessory off-street parking requirements must conform to the provisions of this chapter and include all-weather surface areas, meet minimum parking space dimensions, drive aisle widths, and required pavement markings. The use of mechanical parking devices, robotic parking systems and vehicle elevators to satisfy off-street parking requirements shall be permitted, subject to the provisions set forth herein.

(3) Exceptions to the mechanical and robotic parking systems provisions may be considered by the town on a case-by-case basis.

(4) All mechanical and robotic parking systems alternative parking arrangements shall be subject to the following provisions:

- (a) The system and components have a minimum service life of twenty (20) years and specify periodic maintenance requirements in a maintenance manual to meet the life expectancy. Minimum life based upon minimum five (5) lift cycles per day.
- (b) The contractor / manufacturer shall warrant all equipment and the installation (100% parts and labor) for a period of one (1) year from date of final acceptance.
- (c) The parking lift stacker design shall provide for dependent parking spaces by lifting a vehicle onto a platform vertically so that a second vehicle can park underneath the first. In order to retrieve a vehicle from a lifted platform, the vehicle that is parked beneath the platform must be moved.
- (d) At a minimum all lifts shall have galvanized steel platforms and galvanized support steel legs / structures with suitable bases securely bolted to the floor. Lifts must be mechanically anchored (embedded or bolted) and cannot be glued or epoxied to the floor.
- (e) Platforms must be solid without gaps or holes in the platform and designed to catch any water, or other fluids, from dripping off of a raised vehicle onto a vehicle parked below the platform.
- (f) All surfaces of a vehicle platform where tires will touch shall have an anti-skid surface.
- (g) The minimum platform support length must be 16 feet in length with a minimum usable platform width of 7 feet 7 inches.

- (h) The platform design shall keep a vehicle level from side-to-side and from front to back during the entire lifting travel. All platforms shall have wheel stop mechanisms to alert the driver before driving too far onto a lift mechanism.
- (i) Have a minimum rated lift capacity of 2.7 tons.
- (j) Utilize a hydraulic lift mechanism with a shared power supply. Lift mechanisms may not use wire cables as part of the mechanism. Lifting mechanism shall utilize one hydraulic cylinder.
- (k) All raised platforms shall be capable of being lowered without the need of electrical power. However, an emergency power generator (EPG) or equivalent backup power supply acceptable to the Town shall be provided to operate the lifts if electrical power is lost.
- (l) Safety Devise – Each parking lift unit shall have a redundant mechanical locking mechanism to prevent lowering of a raised vehicle platform due to loss of power or loss of hydraulic fluid. The locks shall be mechanically applied and electronically released.
- (m) The design of the mechanical lifts shall provide that the structural legs supporting the raised platform shall be positioned to allow easy access to vehicle doors parked on or below the platform.
- (n) All vehicle lifts shall be capable of operating with a minimum vertical clearance of 12 feet. Further, for each mechanical lift unit, one of the parking spaces (raised or ground floor) shall be capable of parking a standard SUV or similarly sized vehicle with a minimum of 7 feet of vertical clearance.
- (o) The entire vehicle lift mechanism designed as a complete system, and its electronic control system shall be approved safe by an OSHA approved National Recognized Testing Laboratory (NRTL) such as Underwriters Laboratory, UL, TUV, INTERTEK or the like as listed on the OSHA website of approved NRTLs. Non-OSHA approved NRTL certificates shall not be accepted.
- (p) Valet parking for vehicle lift systems is mandatory for multifamily residential and commercial uses, including hotels and motels, unless the town council approved otherwise. If a multifamily residential complex has 9 or less dwelling units, mandatory valet parking is not required due to the operational cost. In all instances, the property owner's association must ensure that lift systems are maintained and used regularly as intended. No person shall operate a mechanical vehicle lift unless trained in the operation thereof, and no off-site parking may occur that

would negatively affect neighboring properties, unless specifically approved by the Town. For clarity, for single-family homes, two-family homes (duplexes) or townhouse type developments valet parking is not required for vehicle lifts. The minimum quantity of parking spaces for single-family homes, two-family homes (duplexes) or townhouse type developments shall not count a raised vehicle lift parking space.

(q) The valet operator shall provide a hold-harmless agreement and provide an insurance policy with an aggregate limit of at least \$2,000,000 for injuries and damage to vehicles to the property owner.

(r) The location of mechanical vehicle lifts and/or robotic parking systems shall be segregated away from standard parking spaces within a parking garage, to the maximum extent possible, to minimize danger to persons not trained in the operation of lifts.

(5) Notwithstanding the above provisions, for any land development project that was approved by the Town prior to the adoption of these Code provisions (December 15th, 2022), such approvals and installations are deemed vested and grandfathered. The term “approved by the Town” shall include any of the following:

(a) A project that has received a Site Development Plan approval from the Design Review Board (DRB) and/or Town Council that has not expired (within specified timeframes to file for building permits / has been issued a valid project approval extension pursuant to Town Code / State Law / Executive Order / etc.).

(b) A project that has been reviewed and signed-off for technical sufficiency by the Town’s professional staff (Development Review Committee (DRC)/other) and scheduled for a Design Review Board (DRB) meeting.

(c) A project that has been issued and holds a valid Building Permit for at least a principal structure on a site, and upon which active construction is ongoing.

(d) A completed land development project that has received either a Temporary Certificate of Occupancy or Final Certificate of Occupancy from the Town.

(6) Any complexes with pre-existing installations are encouraged to modify and update their installations to the extent possible. If an existing mechanical lift system is replaced, any new lift system shall comply with the latest Town Code requirements.

(7) Existing multifamily buildings - Existing multifamily buildings with a deficiency of parking may utilize mechanical parking devices within an existing parking structure area if approved by the town council. All parking lifts shall be located within a fully enclosed parking garage and shall not be visible from exterior view. No outside parking lifts shall be permitted.

(8) As part of the Town's review process for the use of mechanical parking devices, robotic parking systems and/or vehicle elevators under any of the provisions of this section, the following review criteria shall be evaluated when considering each application for the use of mechanical parking systems:

(a) Whether the proposed use of mechanical parking results in an improvement of design characteristics and compatibility with the surrounding neighborhood and has demonstrated how the scale, mass, volume, and height of the building are reduced by the use of mechanical parking.

(b) Whether parking lifts or mechanisms are located inside, within a fully enclosed building, and not visible from exterior view.

(c) In cases where mechanical parking lifts are used for self-parking in multifamily residential buildings, whether approval is conditioned upon the proper restrictive covenant being provided limiting the use of each lift to the same unit owner.

(d) In cases where mechanical parking lifts are used for valet parking, whether approval is conditioned upon the proper restrictive covenant being provided stipulating that a valet service or operator must be provided for such parking for so long as the use continues.

(e) Whether a proposed operations plan, including hours of operation, number of employees, maintenance requirements, noise specifications, and emergency procedures, has been provided.

(9) Mechanical parking devices, robotic parking systems, and/or vehicle elevators must also satisfy the following conditions:

(a) The noise or vibration from the operation of mechanical parking lifts, car elevators, or robotic parking systems shall not be plainly audible to or felt by any individual standing outside the complex at any adjacent or nearby property. In addition, noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions outside of the parking garage.

(b) All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.

(c) All mechanical parking systems, including lifts, elevators, and robotic systems, must be inspected, and certified as safe and in good working order by a licensed engineer or the elevator authority having jurisdiction at least once per year and the findings of the inspection shall be summarized in a report signed by the same licensed engineer or firm, or the elevator authority having jurisdiction.

Such report shall be furnished to the planning director and the building official;
and

(d) All parking lifts shall be maintained and kept in good working order.

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an ordinance on First Reading amending Chapter 5, Section 5-23.01(f) of the Town Code pertaining to meetings of the Design Review Board. Sponsored by Council Member Bruder.

DESCRIPTION:

Section 5-23.01(f) of the Town Code mandates a meeting of the Design Review Board be held each month on the first Tuesday of the month. The proposed ordinance seeks to amend the regulations to provide more flexibility in scheduling meetings. Additionally, it removes the requirement for a meeting to be held each month, by eliminating mandatory meetings in the months of July and December. In an effort to curtail the length of the meetings, a section has been added for discussion on an item before the Board to be no more than 45 minutes, except by a successful motion. It also contains a provision for meetings to conclude by 11:00 p.m.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	Ordinance - Design Review Board Meetings-July and December
----	--

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN CODE, ENTITLED “DESIGN REVIEW BOARD”, BY REVISING SECTION 5-23.01(f) PERTAINING TO MEETINGS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5-23.01(f) of the Town Code mandates that the Design Review Board shall hold one regularly scheduled meeting every month on the first Tuesday or as otherwise needed; and

WHEREAS, it is the intent of the Town Council to revise the meeting schedule to provide that no meetings are held by the Design Review Board during the months of July and December and to provide more flexibility as to the date of the meetings; and

WHEREAS, The Town Council finds that this amendment is in the best interest of the town and the general public.

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

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

Section 2. Village Code of Ordinances amended. Chapter 5, Section 23.01(f) of the Town Code “Meeting” is hereby amended to read as follows:

Sec. 5-23.01. Design review board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* Effective November 30th, 2021, the planning and zoning board which heretofore existed, shall be retitled as the design review board, consisting of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the design review board shall

serve on the design review board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).

- (b) *Staggered board.* The design review board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the design review board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the design review board for two-year terms as set forth in subsection (a), above.
- (c) *Appointment to the design review board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the design review board. In order for a candidate to be appointed to the design review board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- (d) *Vacancies.* Should a design review board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the design review board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).
- (e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any design review board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled design review board meetings or misses five meetings in any 12-month period may be removed from the design review board.
- (f) *Meetings.* One regularly scheduled design review board meeting ~~shall occur~~ be scheduled monthly at a date to be selected by the Board Chair or the Town Manager in the evening on the first Tuesday of every month or as otherwise needed except that no meetings shall be held in the months of July and December. If additional meeting(s) are desired during the months in which meetings are held, the chairperson or at least two members of the board, or the mayor, or at least two town council members, may request a meeting; subject to approval by a majority of the Board Members.
No item may be discussed for longer than 45 minutes absent a successful motion to extend the time for discussion, which shall be done only in increments not to exceed 15 minutes.
Meetings of the Design Review Board shall conclude by 11:00 p.m. Any unfinished business shall be deferred to the next meeting.
- (g) *Officers.* One member shall be elected by the design review board as chairperson. One member shall be elected by the design review board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the design review board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all design and review board meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the design review board to the town council. The town shall provide a secretary for the design review board, and the town clerk shall be the custodian of all records, books, and journals of the design review board.

- (h) *Quorum.* Four present members shall constitute a quorum.
- (i) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the design review board in performance of its duties. Proper public meeting decorum shall occur, with respect for landowners, developers, and design professionals. In the absence of contrary rules approved by the Town as to any matter, Robert's Rules of Order, Newly Revised, shall govern.

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 that the provisions of this Ordinance shall become and be made a part of the Code of Bay Harbor Islands, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Repeal of Ordinances in Conflict

All ordinances or parts of ordinances in conflict herewith or inconsistent herewith, are hereby repealed, but only insofar as such ordinances may be inconsistent or in conflict with this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its adoption on second reading.

PASSED on First Reading this 11th day of January 2023.

PASSED AND ADOPTED on Second Reading this ____ day of _____ 2023.

By: _____
Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on first reading amending Sections 9-29 and 12-27 of the Town Code to modify civil penalties and repealing Resolution No. 2271, which previously addressed certain civil penalties.

DESCRIPTION:

Resolution No. 2271 was adopted on September 14, 2022 outlining charges for certain civil penalties. The amount for the fees was incorrectly stated; therefore the Resolution is being repealed. Although the regulations allow changes by Resolution, the last revisions were done by Ordinance. As such, an ordinance is now being submitted to revise the fees as indicated below by underlining:

Sec. 9-29. Penalty; notice; lien.

(a) Any person who shall violate any of the provisions of this chapter shall be punished in accordance with the provisions of section 1-8.

(b) Violation of the provisions of this chapter creates a civil liability in addition to the penalty provisions of section 1-8. The civil liability of the owner, operator and occupant of the property shall be as follows:

(1) The town shall have the right to remove any container, garbage or trash, landscape debris, special-handling landscape debris and trash that is in violation of this chapter, and to levy and charge the owner of the property \$100 for the First Violation, \$250 for the Second Violation, and \$500 for each subsequent violation. ~~a fee as determined by the town but in the amount of not less than \$50.00 for each violation,~~ plus the costs to the town of removal and/or correction of any violation of this chapter.

Sec. 12-27. Penalties.

The following fines and penalties shall be imposed on violators of this article:

~~(a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.~~

~~(b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.~~

(a) For the First Violation, the violator shall receive a Notice of Violation imposing a fine of \$1,000.00

Second Violation - \$2,000

Third Violation - \$3,000 plus 8-hour Stop Work Order

Each subsequent violation - \$5,000

(b) However, notwithstanding the foregoing, for violation of Section 12-26.1(c), the violator shall receive, for the first violation, a Notice of Violation imposing a fine of \$250, and for any subsequent violations, a Notice of Violation imposing a fine of \$500.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Civil Penalties-12-15-2022
----	--

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9, SECTIONS 9-29 AND CHAPTER 12, SECTION 12-27 OF THE TOWN CODE MODIFYING CIVIL PENALTIES TO BE ASSESSED FOR VIOLATION OF THE TOWN CODE, REPEALING RESOLUTION NO. 2271; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the Town of Bay Harbor Islands, Florida, provides for enforcement remedies for activities regulated under the jurisdiction of these codes; and

WHEREAS, said Code authorizes applicable fees, charges, and penalties for code violations to be charged by Resolution of the Town Council; and

WHEREAS, the Town Council wishes to repeal Resolution No. 2271 adopted on September 14, 2022, clarifying fees, charges, and penalties for code violations, in its entirety; and

WHEREAS, staff conducted a survey among comparable municipalities regarding civil penalties; and

WHEREAS, the Town Council has determined the Code provisions set forth below be revised by deleting words strikethrough and by adding the provisions indicated by underlining.

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

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

Section 2. Resolution Repealed. Resolution No. 2271 is hereby repealed in its entirety.

Section 3. Town Code Amended. Chapter 9, Section 9-29 and Chapter 12, Section 2-27 of the Town Code are hereby amended to read as follows:

Sec. 9-29. Penalty; notice; lien.

- (a) Any person who shall violate any of the provisions of this chapter shall be punished in accordance with the provisions of section 1-8.
- (b) Violation of the provisions of this chapter creates a civil liability in addition to the penalty provisions of section 1-8. The civil liability of the owner, operator and occupant of the property shall be as follows:
 - (1) The town shall have the right to remove any container, garbage or trash, landscape debris, special-handling landscape debris and trash that is in violation of this chapter, and to levy and charge the owner of the property \$100 for the First Violation, \$250 for the Second Violation, and \$500 for each subsequent violation. ~~a fee as determined by the town but in the amount of not less than \$50.00 for each violation,~~ plus the costs to the town of removal and/or correction of any violation of this chapter.

Sec. 12-26. Permissible hours for construction activity and landscaping.

- (1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:
 - (a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.
 - (b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
 - (c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.
 - (d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and nighttime hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.
- (2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.
- (3) Notwithstanding the 9:00 a.m. start time provided for in Sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

Sec. 12-27. Penalties.

The following fines and penalties shall be imposed on violators of this article:

- ~~(a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.~~
- ~~(b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.~~
- (a) For the First Violation, the violator shall receive a Notice of Violation imposing a fine of \$1,000.00
Second Violation - \$2,000
Third Violation - \$3,000 plus 8-hour Stop Work Order
Each subsequent violation - \$5,000
- (b) However, notwithstanding the foregoing, for violation of Section 12-26.1(c), the violator shall receive, for the first violation, a Notice of Violation imposing a fine of \$250, and for any subsequent violations, a Notice of Violation imposing a fine of \$500.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicts and Repealer. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. Codification. If the Official Code of Ordinances of the Town of Bay Harbor Islands Tables of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and take effect upon its passing and adoption on second reading.

PASSED on First Reading this 11th day of January 2023.

PASSED AND ADOPTED on Second Reading this ____ day of _____ 2023.

JOSHUA FULLER
Mayor

ATTEST:

YVONNE P. HAMILTON, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a Resolution ratifying award of an emergency contract to Debon Air for installation of a new air-conditioning system at Town Hall. Enclosed are the proposals and other supporting documents.

DESCRIPTION:

The Town of Bay Harbor Islands utilizes a Carrier screw chiller and a Carrier remote air-cooled condenser. The chiller is located on the first floor in the Annex building, and the condenser is located on the roof of the Annex building directly above the chiller. The chiller unit has two compressors and chills the water lines that cool and remove heat from the building. Over the past year, the chiller unit had an internal failure in one compressor eliminating the chiller's full capabilities to chill the water lines. The remaining compressor had to work extra to make up for the compressor that went bad. Over time, the chiller began to have failures relating to this problem. The parts to repair the Carrier chiller unit were limited in supply. The lead times to make repairs led to air condition outages and required alternate solutions to make the system operate.

Airstron is the primary servicer of the Carrier chiller and condenser unit. Notice was given to the Town that the chiller would continue to have failures and the best option would be replace the entire unit. This was due to wear from the age of the chiller, the lack of parts available to make repairs, and the cost effectiveness of switching to a new unit. The Town requested a proposal for a new chiller and condenser. A decision was made to try and prolong the life of the chiller and provide additional maintenance to keep it running. Despite the efforts involved with increased maintenance, failures increased and quotes were once again sought for the replacement. The goal was to replace the Carrier chiller and Carrier condenser with the exact same units so that piping did not have to be reconfigured. Proposals were sent out to companies that specialized in large commercial units, and they were as follows: Airstron, Inc., Debon Air Mechanical, Inc., All Year Cooling, Inc., and Norca Air Conditioning and Heating, Corp..

The Town received a proposal from Airstron and Debon Air Mechanical. The proposal from Airstron was for the same model chiller and condenser and was \$178,950 with a 20–24-week lead time. The proposal from Debon Air Mechanical was for two 40-ton LG Air-Cooled Inverter Scroll Package Chiller that combined the chiller and condenser into one housing at a cost of \$160,000 with units available for immediate delivery. The proposal includes the removal of the old air conditioning unit and the complete installation and setup of the new system. The proposed system was evaluated by the Town's Mechanical Inspector. After the review of the paperwork along with a phone call between the Mechanical Inspector and Debon Air Mechanical, the Mechanical Inspector stated that the package units proposed were of good quality and value.

A structural engineer was brought in to verify a 1,300-pound weight increase to place the units on top of the Annex building. The inspector gave an initial opinion that he believed the new units will be able to be installed on the roof. The services for the structural engineer are minimal, and the report should be generated soon to be a part of the air condition installation permit. The decision to move forward with this installation will eliminate extensive costs associated with rented portable air conditioning units. The units are also visually unpleasant, take up space, and

require that doors be left open for the hoses required to operate them. The purchase of the two 40-ton LG Air-Cooled Inverter Scroll Package Chiller is recommended due to it being the lowest priced unit with the quickest lead times. The placement of the units on top of the building will also provide office space for the Public Works Operations Manager.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The Town has budgeted \$120,000.00 for AC Chiller Unit replacement in FY 2020-2021 and did not utilize these appropriations. The funds that were allocated to be used for AC Chiller Unit replacement were added to the General Fund reserves. The reserves will have to be re-appropriated for the amount of \$178,950.00.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
AC Chiller Unit	01/10/2023	\$178,950.00	001.5190.400063.000	AC Chiller Unit	\$0.00

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Emergency Replacement of Air-Condition System
2.	Airstron Proposal
3.	Debon Air Mechanical Chiller and Condenser Proposal
4.	Air-condition Installation Quotes

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
RATIFYING AWARD OF AN EMERGENCY CONTRACT
TO DEBON AIR FOR INSTALLATION OF THE AIR-
CONDITIONING SYSTEM THAT SERVICES TOWN
HALL; PROVIDING FOR INCORPORATION OF
RECITALS AND SETTING AN EFFECTIVE DATE.**

WHEREAS, an emergency had arisen with respect to the failure of the air-conditioning system at Town Hall; and

WHEREAS, the Town Manager determined it was an emergency affecting the public's health, safety, and welfare, and needed to be replaced; and

WHEREAS, the Town had to contract with an outside vendor to replace the air-condition system in a timely and safe manner to provide for the safety and welfare of the employees and visitors to Town Hall; and

WHEREAS, the Town Manager has declared the need to enter into an emergency contract to replace the air-condition system; and

WHEREAS, Section 2-1.3 of the Town's Code of Ordinances authorizes the Town Manager to make an emergency award without advertisement for bids or bidding, in that an emergency affecting the health and public safety requires the immediate performance of the services; and

WHEREAS, the Public Works Director solicited pricing from various vendors, and the award was made to Debon Air in the amount of \$160,000.

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

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

Section 2. Ratification. The Town Council hereby ratifies the contract award to Debon Air for \$160,000 to install the air-condition system.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 11th day of January 2023.

**JOSHUA D. FULLER
MAYOR**

ATTEST:

**_____
YVONNE P. HAMILTON
TOWN CLERK**

**APPROVED AS TO FORM AND LEGAL
SUFFIENCY:**

**_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.**



AIR CONDITIONING / REFRIGERATION
SALES / SERVICE / INSTALLATIONS

November 14th, 2022

Bay Harbor Town Hall
9665 Bay Harbor Terr
Bay Harbor, Florida 33154

Attn: Jenice Rosado, Assistant Town Manager
Public Works Department

**Proposal for the Replacement of the Carrier Chiller and Remote
Condenser serving the Town Hall and Police Department**

November of 2019 Airstron responded to service call of a frozen chiller barrel and no cooling. We found ruptured tubes off circuit B of the chiller and water in the refrigeration circuit. We gave pricing at that time to repair barrel and replace chiller compressor, the hydrate the system, or replace the chiller. We recommended pursuing any boiler or catastrophic insurance the City may have had. No action was taken on the repairs. There have been numerous calls, and the chiller cannot handle the load during warm weather, it struggles, so it has to be left on overnight in order to compensate for only 1 circuit running, otherwise it can never catch up and recover.

Scope of Work:

Airstron is pleased to present the following proposal for consideration:

- *Isolate power source on both the chiller and the condenser, lock out at the breakers as well as disconnects.
- *Drain system of water, recover any refrigerant remaining in circuit A.
- *Disconnect all electrical, controls and unbolt piping for water side of system. Once any refrigerant is recovered, unsweat piping connections.

- *Remove tie down materials on remote condenser on roof, prep unit to be removed with crane, then fly new condenser to roof. Condenser will be heresite coated to prolong coil life against salt air corrosion.
- *Remove existing chiller out of mechanical room, bring in new Carrier screw chiller, set in place and start piping in. Install suction service valves, replace all gauges and new temperature gauges.
- *Pipe in condenser refrigerant lines, connect electrical and gauge points. Pressurize circuits and ensure no leaks, pull deep vacuum down to 30 microns. Charge system with new virgin refrigerant.
- *Reconnect electrical with new seal tight on chiller. Reinsulate chilled water lines off chiller and refrigeration lines.
- *Remove electrical lock out, perform factory start up and check operations.
- *Review operations with Public Works staff on proper settings.

Work that must be performed by others prior to Airstron:

- The building must provide area to park 3 vehicles, at no charge or charges to be added to proposal, be able to offload and bring materials through the building.
- Building will have no air conditioning, only air flow, for up to 4 days while system is being replaced.
- We must be able to have access without having to work around obstructions.

We will perform the following work during normal business hours Monday through Friday. We will schedule work with Management Staff, in order to minimize disruption to Property and Personnel.

Warranty:

- Airstron will provide One Year Labor and Installation Warranty.
- Chiller shall have a one year parts warranty, five year compressor.

The following items are included on this project:

- All materials, equipment and parts are included. Freight to obtain such materials is included. Labor specifically listed on proposal.
- On-site location must be provided in order to have a dumpster onsite.

The following items are not included in this project:

1559 SW 21st Avenue • Ft. Lauderdale, FL 33312
Miami-Dade (305) 940-2962 • Broward (954) 923-1654 • Fax (954) 321-1924 • CAC023473

Airstron

- Any security personnel required onsite while working.
- No roofing of any kind is included in this project.
- Permits are required for this work, we will pull permits but expect it to be at no cost, if there are any charges imposed by Town, these shall be passed on separately.

Terms and Conditions:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc.

Purchaser (Debtor) agrees to pay all cost of collect on damages including a reasonable attorneys fee for collecting this account or repossessing the said property whether suit be brought or not The Purchaser (Debtor agrees that the said materials above described will not be removed from above address without prior written consent of Airstron inc the Seller (Secured Parry Purchaser (Debtor waives demand and all requirements to hold it vein. All delinquent payments shall bear interest at the rate of 1 1/2% per month until pan

If Airstron Inc is required to make repairs occasioned by improper operation damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any cause beyond our control, purchaser shall reimburse Airstron for the expense incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service materials must be purchased by you, from us, at our regular selling prices, and installed by us during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and recommended by us for efficient operation of your installation are to be authorized by you Unless these recommendations are accepted by you and authorization given to perform this service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, except those due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damages except to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, then the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as guarantor, and is personally liable for all the debts of the customer, company or corporation arising but of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed and stipulate by the parities that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida. In the event that nay provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect.

Total Price as per Proposal.....\$ 178,950.00

Terms: Proposal Acceptance requires a 40 % Deposit, Balance Invoiced in Full Upon Chiller Start Up and Inspection is Completed

Date of Acceptance _____

1559 SW 21st Avenue • Ft. Lauderdale, FL 33312
Miami-Dade (305) 940-2962 • Broward (954) 923-1654 • Fax (954) 321-1924 • CAC023473

By/Title _____

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Dolan', with a large, sweeping flourish above the name.

Bob Dolan, Service Account Manager



Proposal 64419HQR

Bill to: Bay Harbor Islands

Billing address: 9665 Bay Harbor Terrace

Bay Harbor Islands, FL. 33154

Attention: Jason Atkinson

E mail: jatkinson@bayharborislands-fl.gov

Phone: 786-709-6555

DebonAir Mechanical, Inc.

Date: December 22, 2022

Service Location: Same

DebonAir Mechanical is pleased to provide this proposal for the following scope of work:

- Disconnect chill water lines, electric, remove and properly dispose of existing 80 Ton Carrier chiller and roof top condensing unit.
- Provide and install (2) new 40 Ton L.G Air Cooled Inverter Scroll Package Chiller equip with factory coated Copper Tuber condenser coils > "No Mico Channel".
Note: See Insert (A) for Complete Chiller Product Data.
- Provide and install new Chiller engineered support curb wind rated to meet code requirements.
- New chill water piping will be Sch. 80 PVC properly insulated with Foamglass. The piping outside will be equip with aluminum metal jacket cover to protect insulation.
- Chillers will be reconnected to existing electric. Customer provided electrician.
- Including factory start-up.

Note: Based on the existing chill water pumps meeting the new L.G. Chiller GPM requirements.

Note: This proposal is subject to the engineering approval & curb design specified by the engineer and does not include any modifications to the existing Architectural Façade or any roofing that may be required.

This proposal includes all parts, labor during normal business hours, hauling, Engineering Fees, wind load, crane service, supervision, cleanup, permit and permit fees, startup to complete all work inclusive of this agreement.

PREVENTIVE MAINTENANCE EXCLUDED.

EXCEPTION: Existing components and conditions, any work not specified above, temporary cooling, any fire watch or fire alarm disabling or enabling, over time labor other than described above.

WARRANTY: Full 5 year compressor and parts. DebonAir to provide a **1 year** labor service during normal working hours.

We propose here by to furnish materials and labor complete in accordance with these specifications for the sum of:

One Hundred Sixty Thousand Dollars.....\$160,000.00

Terms: 50% deposit 25% of balance due upon receiving the equipment, final 25% due 30 days' post substantial completion.

Lorn Tucker

Debonair Authorized Signature: Lorn Tucker Date: _____

Note: This proposal may be withdrawn by us if not accepted within (30) days. Proposal also subject to price increase after (30) days.

Acceptance of Proposal: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event DEBONAIR MECHANICAL, INC. employs an attorney to enforce this agreement or to collect any delinquent payments, customer agrees to pay all costs of court and reasonable attorney fees incurred or expended by DEBONAIR MECHANICAL, INC., including appeals.

Approval Signature: _____ Date: _____

Printed: _____ Date: _____

DebonAir Mechanical, Inc.
13972 NW 60th Ave. * Miami Lakes, FL. 33014 * Dade (305) 826-2240 * Toll Free 1-800-447-1562
* Fax (305) 826-2966
CM C051447

Yvonne Hamilton

From: Jason Atkinson
Sent: Tuesday, December 13, 2022 5:26 PM
To: Office@NorcaAir.com
Subject: Town of Bay Harbor Islands A/C Quote

Good afternoon,

Please provide a quote for the full installation of the A/C listed below:

30HXA076NY-5-1AA Carrier screw chiller
09DPM09557-10004 Remote air-cooled condenser

The building and A/C room are fully accessible through the parking lot.

Jason Atkinson
Public Works Director
Town of Bay Harbor Islands



Yvonne Hamilton

From: Jason Atkinson
Sent: Wednesday, January 4, 2023 5:03 PM
To: Yvonne Hamilton
Subject: Air Condition Item
Attachments: Bay Harbor Islands Proposal; Town of Bay Harbor Islands A/C Quote; Town of Bay Harbor Islands A/C Quote; RE: Town of Bay Harbor Islands A/C Quote; Airstron Proposal.pdf

Hello Yvonne,

I requested proposals from the following vendors:

Debon Air	\$160,000 ... Units in stock
Airstron	\$178,950 ... 20-24 week lead time
All Year Cooling	No response
Norca Air	No response
AP Air Conditioning	No response

Please call me about this. Thanks

Jason Atkinson

Public Works Director

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Town of Bay Harbor Islands

305-866-6241 Office

786-641-3428 Cell

jatkinson@bayharborislands-fl.gov | www.bayharborislands-fl.gov



AGENDA ITEM REPORT

January 11, 2023

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a Resolution authorizing the purchase of manhole frames and covers from Fortiline, Inc. in the amount of \$45,810.95, under the Piggyback Purchase Provision, through a contract with the City of Boynton Beach, pursuant to Section 2.1.2(6) of the Town's Procurement Ordinance. Enclosed is a copy of the pricing and RFP information.

DESCRIPTION:

The Town of Bay Harbor Islands was placed under Temporary Moratorium status by DERM due to multiple sanitary sewer overflows (SSO's) that occurred in 2022. To rescind the Temporary Moratorium placed on the Town, the Town had to create a Remedial Action Plan and submit it to DERM for approval. The Town also had to implement immediate measures to ensure no SSO's. One of the primary causes of the SSO's was inflow experienced from stormwater entering the sanitary sewer manholes. An immediate Remedial Action Plan was implemented to install lockable manhole covers that are water-tight and prevent the inflow of stormwater. Public Works staff accounted for a total amount of 66 manhole frames and covers that are directly affected by stormwater inflow. Staff also physically accounted for a total of 128 frames and covers. The Town needs to order 135 manhole frames and covers from Fortiline, Inc. for a total of \$45,810.95.

Due to excessive lead times and the lack of stock for these particular manhole frames and covers, Staff seeks approval from the Town Council to utilize a piggyback agreement from Boynton Beach for the purchase of manhole frames and covers before soliciting quotes for the installation of the manhole frames and covers. DERM has requested proof that the Town is moving forward with the installation of the manhole frames and covers. This purchase is a very significant step for DERM to prove that the Town is moving forward to rectify its inflow issues. The procurement of the manhole frames and covers was competitively bid and falls in line with industry pricing. Staff recommends and seek approval to utilize a piggyback agreement (City of Boynton Beach's Contract #WH22-047) for the purchase of 135 manhole frames and covers from Fortiline, Inc. for a total of \$45,810.95.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The manhole frames and covers were not budgeted in FY 2022-2023. The budget amendment will be needed to appropriate Sewer Fund reserves in the amount of \$45,810.95. The manhole frames and covers are going to be a capital outlay expenditure for FY 2022-2023 and will be expensed in account number 401.5350.400063.000 - Improvements (Excl. Buildings).

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Manhole Frames and Covers	01/10/2023	\$45,810.95	402.5350.400063.000	Manhole Frames and Covers	\$0.00

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Manhole Covers Purchase
2.	Fortiline - Boynton Beach #WH22-047
3.	Fortiline Manhole cover pricing

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AUTHORIZING THE PURCHASE OF MANHOLE
COVERS FROM FORTILINE, INC., UNDER THE
PIGGYBACK PURCHASE PROVISION, PURSUANT TO
SECTION 2.1.2 OF THE TOWN CODE; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR
EXPENDITURE OF FUNDS; AND SETTING AN
EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands was placed under a temporary moratorium status by the Department of Environmental Resources Management (DERM) due to multiple sanitary sewer overflows that occurred in 2022, due to stormwater entering the sanitary sewer manholes; and

WHEREAS, the Town was directed by DERM to create and submit a Remedial Action Plan for approval, in order for the moratorium to be lifted; and

WHEREAS, after an inspection of the manholes in the town, the Public Works Department has determined that 135 manhole covers are needed to assist in mitigating the inflow of stormwater; and

WHEREAS, staff wishes to purchase 135 manhole covers from Fortiline, Inc. for a total of \$45,810.95, under the piggyback purchase provision, pursuant to Section 2-1.2(6) of the Town Code, due to the urgent nature of the situation.

` Sec. 2-1.2. Exemptions and waivers from competitive bidding.

- (a) The following shall be exempt from the competitive bidding requirements of section 2-1.1 but shall not obviate the need for the approval of the town council for any transaction exceeding \$10,000.00.
 - (1) Emergency purchases which are more fully described in section 2-1.3;
 - (2) Contracts for professional services;
 - (3) Contracts which are governed by F.S. § 287.055, the Consultants' Competitive Negotiation Act;
 - (4) Contracts for services governed by F.S. § 218.391, Auditor Selection Procedures;
 - (5) Other contracts for which the selection process is provided by state law;
 - (6) Contracts which utilize a bid or proposal which has been secured by another governmental entity "piggyback contract";
 - (7) Contracts made under cooperative bids by the town jointly with other governmental agencies;

(8) Contracts for procurements which are only available from a sole source of supply upon the filing of a written request for such exemption by a town department head to the town manager outlining the conditions and circumstances involved.

(b) The town council may, by resolution, waive competitive bidding requirements for a specific transaction if it is found to be in the best interest of the town.

WHEREAS, the staff requests to piggyback the purchase from the City of Boynton Beach Contract #WH22-047, which has already been through a Competitive Bidding Process.

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

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

Section 2. Authorization of the Town Council. The Town Council hereby authorizes the expenditure of \$45,810.95 to Fortiline, Inc. for the purchase of 135 manhole covers, under the Piggyback Purchase Provision.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 11th day of January 2023.

By: _____
Joshua Fuller, Mayor

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

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

The City of Boynton Beach



**PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

September 9, 2022

Fortiline, Inc.

Jordan.mccall@fortiline.com

**RE: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"
BID #: WH22-047**

Contract Period: October 17, 2022 thru October 16, 2023

Dear: Jordan McCall,

At the Commission meeting on September 8, 2022, the BID for "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES" was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
100 E Ocean Ave
Boynton Beach, Florida 33435
Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES**

Bid Number: **WH22-047**

Bid Due: **AUGUST 2, 2022; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **August 2, 2022; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Fortiline, Inc. d/b/a Fortiline Waterworks

Federal I.D. Number: 57-0819190

A Corporation of the State of: South Carolina

Area Code: 877 Telephone Number: 709-2227

Area Code: 817 FAX Number: 877-4942

Mailing Address: 15850 Dallas Parkway

City/State/Zip: Dallas, Texas 75248

Vendor Mailing Date:

E-Mail Address: jeff.hobbs@fortiline.com
 david.guthart@fortiline.com
 jordan.mccall@fortiline.com

David Guthart

Authorized Signature

David Guthart

Name Typed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251		CONTACT NAME: Krissy Ooton PHONE (A/C, No, Ext): 972-663-6127 E-MAIL ADDRESS: krissy_ooton@ajg.com		FAX (A/C, No): 972-991-4061	
INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248		MORSINC-01		INSURER(S) AFFORDING COVERAGE	NAIC #
				INSURER A : Travelers Property Casualty Co of America	25674
				INSURER B : ACE Property & Casualty Insurance Co	22667
				INSURER C :	
				INSURER D :	
				INSURER E :	
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 488670903**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1L155252-22-51-K	4/30/2022	4/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE			TEBAP-5H600044-22	4/30/2022	4/30/2023	DEDUCTIBLE \$1,000/\$2,000
A	WORKERS COMPENSATION (WI ONLY)			UB-3T986101-22-51-R	4/30/2022	4/30/2023	ACC/DISEASE LIMITS \$1,000,000
A	TRANSPORTATION			KTJ-CMB-9M52107-4-21	12/31/2021	12/31/2022	PROPERTY IN TRANSIT \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG20 26 04 13
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Boynton Beach
100 E Ocean Avenue
Boynton Beach FL 33435
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG 20 01 12-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
 - Under 20,000 GVW = \$1,000
 - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

HOLDER SPECIFIC:

- Project: Any job awarded to the Named Insured
- Additional Insured in favor of City of Boynton Beach, its officers, agents, volunteers and employees as required by written contract and provided in the above noted policy forms attached herein..



Arthur J. Gallagher & Co.

MORSCO, Inc.

NAMED INSURED SCHEDULE

Name

MORSCO, Inc.
Morsco Supply, LLC
Morrison Supply Company, LLC
Express Pipe & Supply Co. LLC
FWC Supply, LLC
WS Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc. d/b/a Fortiline Waterworks
MORSCO Properties, LLC
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC DBA Builders Discount Appliance Mart
Morrison Supply Company, LLC DBA American Supply
Morrison Supply Company, LLC DBA American Supply Company
Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC DBA Expressions Home Gallery
Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC DBA Kiva Kitchen and Bath
Morrison Supply Company, LLC DBA Empire Plumbing Supply
Morrison Supply Company, LLC DBA EP Supply
Morrison Supply Company, LLC DBA Dixie Utility Supply
Morrison Supply Company, LLC DBA Western Wholesale Supply Co.
Morrison Supply Company, LLC DBA Murray Supply Company
Morrison Supply Company, LLC DBA DeVore & Johnson
WS Supply, LLC DBA Wholesale Specialities
FWC Supply, LLC DBA Farnsworth Wholesale Supply
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of Florida, LLC
Mainline Supply of South Carolina, LLC
Mainline Holding Company, Profit Sharing
Mainly Supply Company, Inc. (old pipeline)
Eagle Underground Utility Supply, Inc.
Pipeline Sales, LLC
PSCI Acquisition Corporation
Pipeline Supply Company, LLC
MSC Waterworks LLC
MSC Waterworks Company Inc.
MSC Waterworks of Atlanta, LLC
DeVore & Johnson
Express Pipe & Supply
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Kiva Kitchen & Bath
Morrison Supply Company
Murray Supply Company
Wholesale Specialities
WS Supply
Todd Pipe Holdings, Inc.
LegendMRO, LLC

Name
Todd Pipe & Supply, LLC
MORSCO Supply, LLC d/b/a Reece Plumbing
MORSCO Supply, LLC d/b/a Reece HVAC
Fortline Inc., d/b/a Reece Waterworks
MORSCO Supply, LLC
MORSCO Supply, LLC d/b/a Expres Pipe & Supply Co.
MORSCO Properties OK, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed	prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any Manager or Lessor of Premises whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Additional Premium: Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1L155252-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 04-15-22

ST ASSIGN:

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Morsco, Inc.			Endorsement Number
Policy Symbol OGL	Policy Number G4666484A	Policy Period 04/30/2022 - 04/30/2023	Effective Date of Endorsement 04/30/2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Project(s): As required by written contract

Designated Project Aggregate Limit: \$2,000,000 Per Project Limit; \$25,000,000 Total Aggregate Limit

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
 2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

POLICY NUMBER: **UB-1L155252-22-51-K**

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer
ANY PERSON OR ORGANIZATION
THAT YOU AGREE IN A WRITTEN
CONTRACT TO PROVIDE THIS
INSURANCE FOR BODILY INJURY TO
YOUR EMPLOYEES WHILE IN THE
COURSE OF SPECIAL OR TEMPORARY
EMPLOYMENT BY SUCH PERSON OR
ORGANIZATION, IF SIGNED BEFORE
ALL SUCH BODILY INJURY OCCURS.
Address
ANY , DALLAS , TX , 75248
2. State of Special or Temporary Employment
AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA
3. Contract or Project
ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1L155252-22-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO PROVIDE THIS INSURANCE FOR BODILY INJURY TO YOUR EMPLOYEES WHILE IN THE COURSE OF SPECIAL OR TEMPORARY EMPLOYMENT BY SUCH PERSON OR ORGANIZATION, IF SIGNED BEFORE ALL SUCH BODILY INJURY OCCURS.	ANY , DALLAS , TX , 75248	AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA



BIDDER'S QUALIFICATION STATEMENT
TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:	<u>Check One</u>	
Name: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>	Corporation	☒
Address: <u>5759 White Drive</u>	Partnership	☐
CITY, State, Zip: <u>Riviera Beach, Florida 33407</u>	Individual	☐
Telephone No.: <u>561-253-9886</u>	Other	☐
Fax No.: <u>561-253-9887</u>		
Email Address.: <u>jordan.mccall@fortiline.com / jeff.hobbs@fortiline.com</u> <u>dave.guthart@fortiline.com</u>		

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:
Fortiline, Inc. d/b/a Fortiline Waterworks

The address of the principal place of business is:
15850 Dallas Parkway, Suite 201
Dallas, Texas 75248

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 03/25/1986
- b. State of Incorporation: South Carolina
- c. President's name: Andrew Pacifico
- d. Vice President's name: Marty Nagel
- e. Secretary's name: Amanda Malburg
- f. Treasurer's name: Sherry Becken
- g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

24

Under what other former names has your organization operated?

Pipeline Supply, Mainline Supply, MSC Waterworks

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

DUNS# 82-7658506

Sun Biz# F10000004477 (attached)

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES ☐ NO ☒

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Mitch Tyler - FL Sales Manager (20 yrs)

Jeff Hobbs - Municipal Sales

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

11. State the name of the individual who will have personal supervision of the work:
Jeff Hobbs

12. State the name and address of attorney, if any, for the business of the Bidder:

Deryl Ward, Esquire

15850 Dallas Parkway, Suite 201, Dallas Texas 75248

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:

N/A

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

Surety Company: Atlantic Specialty Insurance Company

Agent: Cara D. Hancock

Arthur J. Gallagher Risk Management Services, Inc.

5312 - 114th Street, Lubbock TX 79424

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	10
	Total Work (a +b):	\$50 million or greater

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

17. Bank References:

Bank	Address	Telephone
------	---------	-----------

Bank Of America		
-----------------	--	--

901 Main Street, Dallas Texas 75201		
-------------------------------------	--	--

Contact: Matthew Johnston (817-390-6812)		
--	--	--

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Projects are closely monitored by the corresponding salesman and assisted by the branch members. Branch Operations Managers are in charge of budget control and work closely with salesmen on projects and scheduling.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Salesmen work together with Branch Managers to assure the customer is getting the materials required in a timely fashion to help the project run as smooth as possible.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☒ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

N/A, see attached.

22. What will be your turnaround time for written responses to City inquiries?

1-2 business days

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

We have never filed for bankruptcy.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

We have never had any claims, arbitrations, administrative hearings or lawsuits.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

We have never had any criminal proceedings or hearings concerning business related offense.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

No.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed)

(Title) Assistant Corporate Secretary

Subscribed and sworn to before me

This 29th day of July, 2022



Notary Public (Signature)

My Commission Expires: March 20, 2026

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE**

I, Gregory A. Velz, on behalf of Fortiline, Inc. d/b/a Fortiline Waterworks certify
Print Name and Title Company Name

that Fortiline, Inc. d/b/a Fortiline Waterworks does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

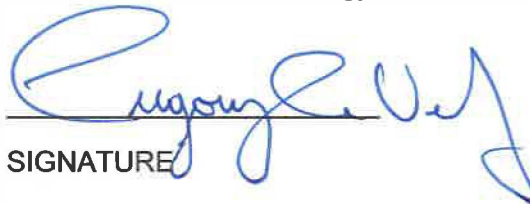
- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not

engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Fortiline, Inc. d/b/a Fortiline Waterworks

COMPANY NAME


A handwritten signature in blue ink, appearing to read 'Gregory A. Velz', is written over a horizontal line.

SIGNATURE

Gregory A. Velz

PRINT NAME

Assistant Corporate Secretary

TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251		CONTACT NAME: Krissy Ooton PHONE (A/C, No, Ext): 972-663-6127 E-MAIL ADDRESS: krissy_ooton@ajg.com FAX (A/C, No): 972-991-4061		
INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248 MORSINC-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Property Casualty Co of America		25674
		INSURER B : ACE Property & Casualty Insurance Co		22667
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 488670903**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N ☐ A			UB-1L155252-22-51-K	4/30/2022	4/30/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE			TEBAP-5H600044-22	4/30/2022	4/30/2023	DEDUCTIBLE	\$1,000 / \$2,000
A	WORKERS COMPENSATION (WI ONLY)			UB-3T986101-22-51-R	4/30/2022	4/30/2023	ACC/DISEASE LIMITS	\$1,000,000
A	TRANSPORTATION			KTJ-CMB-9M52107-4-21	12/31/2021	12/31/2022	PROPERTY IN TRANSIT	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

GENERAL LIABILITY:

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG20 26 04 13
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Boynton Beach
100 E Ocean Avenue
Boynton Beach FL 33435
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG 20 01 12-19

AUTOMOBILE LIABILITY:

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

AUTOMOBILE PHYSICAL DAMAGE:

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
 - Under 20,000 GVW = \$1,000
 - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

TRANSPORTATION:

- Coverage provided under the primary property policy at the limit shown above.

WORKERS' COMPENSATION:

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

UMBRELLA LIABILITY:

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

HOLDER SPECIFIC:

- Project: Any job awarded to the Named Insured
- Additional Insured in favor of City of Boynton Beach, its officers, agents, volunteers and employees as required by written contract and provided in the above noted policy forms attached herein..



Arthur J. Gallagher & Co.

MORSCO, Inc.

NAMED INSURED SCHEDULE

Name

MORSCO, Inc.
Morsco Supply, LLC
Morrison Supply Company, LLC
Express Pipe & Supply Co. LLC
FWC Supply, LLC
WS Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc. d/b/a Fortiline Waterworks
MORSCO Properties, LLC
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC DBA Builders Discount Appliance Mart
Morrison Supply Company, LLC DBA American Supply
Morrison Supply Company, LLC DBA American Supply Company
Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC DBA Expressions Home Gallery
Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC DBA Kiva Kitchen and Bath
Morrison Supply Company, LLC DBA Empire Plumbing Supply
Morrison Supply Company, LLC DBA EP Supply
Morrison Supply Company, LLC DBA Dixie Utility Supply
Morrison Supply Company, LLC DBA Western Wholesale Supply Co.
Morrison Supply Company, LLC DBA Murray Supply Company
Morrison Supply Company, LLC DBA DeVore & Johnson
WS Supply, LLC DBA Wholesale Specialities
FWC Supply, LLC DBA Farnsworth Wholesale Supply
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of Florida, LLC
Mainline Supply of South Carolina, LLC
Mainline Holding Company, Profit Sharing
Mainly Supply Company, Inc. (old pipeline)
Eagle Underground Utility Supply, Inc.
Pipeline Sales, LLC
PSCI Acquisition Corporation
Pipeline Supply Company, LLC
MSC Waterworks LLC
MSC Waterworks Company Inc.
MSC Waterworks of Atlanta, LLC
DeVore & Johnson
Express Pipe & Supply
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Kiva Kitchen & Bath
Morrison Supply Company
Murray Supply Company
Wholesale Specialities
WS Supply
Todd Pipe Holdings, Inc.
LegendMRO, LLC

Name
Todd Pipe & Supply, LLC
MORSCO Supply, LLC d/b/a Reece Plumbing
MORSCO Supply, LLC d/b/a Reece HVAC
Fortline Inc., d/b/a Reece Waterworks
MORSCO Supply, LLC
MORSCO Supply, LLC d/b/a Expres Pipe & Supply Co.
MORSCO Properties OK, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed	prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any Manager or Lessor of Premises whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Additional Premium: Incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1L155252-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 04-15-22

ST ASSIGN:

DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Morsco, Inc.			Endorsement Number
Policy Symbol OGL	Policy Number G4666484A	Policy Period 04/30/2022 - 04/30/2023	Effective Date of Endorsement 04/30/2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Project(s): As required by written contract

Designated Project Aggregate Limit: \$2,000,000 Per Project Limit; \$25,000,000 Total Aggregate Limit

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
 2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single Designated Project:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

POLICY NUMBER: **UB-1L155252-22-51-K**

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer
ANY PERSON OR ORGANIZATION
THAT YOU AGREE IN A WRITTEN
CONTRACT TO PROVIDE THIS
INSURANCE FOR BODILY INJURY TO
YOUR EMPLOYEES WHILE IN THE
COURSE OF SPECIAL OR TEMPORARY
EMPLOYMENT BY SUCH PERSON OR
ORGANIZATION, IF SIGNED BEFORE
ALL SUCH BODILY INJURY OCCURS.
Address
ANY , DALLAS , TX , 75248
2. State of Special or Temporary Employment
AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA
3. Contract or Project
ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1L155252-22-51-K

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO PROVIDE THIS INSURANCE FOR BODILY INJURY TO YOUR EMPLOYEES WHILE IN THE COURSE OF SPECIAL OR TEMPORARY EMPLOYMENT BY SUCH PERSON OR ORGANIZATION, IF SIGNED BEFORE ALL SUCH BODILY INJURY OCCURS.	ANY , DALLAS , TX , 75248	AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____
Yes

_____ ✓
No

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN
- () ASIAN
- () BLACK
- () HISPANIC
- () WOMEN
- () OTHER _____ (specify)
- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO ☒

If YES, Name the Organization from which this certification was obtained and date:

N/A
Issuing Organization for Certification

N/A

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

**SECRETARY'S CERTIFICATE OF
FORTILINE, INC. d/b/a FORTILINE WATERWORKS**

July 27, 2022

I, Malia Gelfo, the duly elected Assistant Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Jordan McCall of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 822 Mary's Park Place, Winter Garden, Florida, as authorized Agent and Signatory for Fortiline, Inc. for the City of Boynton Beach, Florida, Invitation To Bid (ITB) No. WH22-047: Annual Supply of Brass Fittings and Accessories, for the acknowledgment and submitting/uploading the electronic bid only.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

BY: _____



Malia Gelfo

Assistant Corporate Secretary of Fortiline, Inc.
as of the date set forth above



E-VERIFY FORM
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Brass Supplies and Accessories

Project No.: WH22-047

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Fortiline Inc. d/b/a Fortiline Waterworks
Authorized Signature:	<i>Gregory A. Velz</i>
Print Name:	Gregory A. Velz
Title	Assistant Corporate Secretary
Date:	7/29/2022
Phone:	561-253-9886

STATE OF
COUNTY OF

Florida
Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 2022, by Greg Velz on behalf of Fortiline Waterworks. He/she is personally known to me or has produced _____ as identification.

Gwen Tigner

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Title or Rank

Serial number, if any

**CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION**

I, Gregory A. Velz, the Assistant Corporate Secretary
(Name of officer of company) (Title of officer of company)

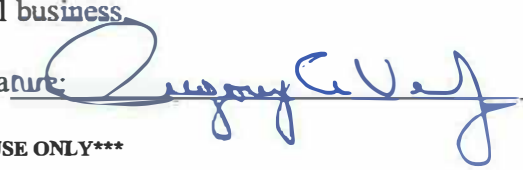
Fortiline, Inc., located at 7025 Northwind Dr. NW
(Name of Corporation/Company) (Business Address) Concord, NC 28027

certify that I am an authorized representative of the business and, on behalf of the
Business, request that it be deemed to be a local business for purposes of the City of
Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the
following to be true and correct:

NAME OF BUSINESS: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u> ✓	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year? Palm Beach County Local Business Tax Receipt	<u>YES</u> ✓	<u>NO</u>	Business License Number: <u>201580311</u>
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u> ✓	<u>NO</u>	<u>F10000004477</u>

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Gregory A. Velz

Signature: 

FOR PURCHASING USE ONLY

Business License Active:

☐

Year Established:

☐

Verified by: _____ Date: _____



NON COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Duval)

Gregory A. Velz, being first duly sworn, deposes and says that:

- 1) He is Assistant Corp. Secretary of Fortiline, Inc. d/b/a Fortiline Waterworks, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached ITB;
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Gregory Velz

(Title) Assistant Corporate Secretary

Subscribed and sworn to before me

This 20th day of July, 2022

Gwen Tigner
Notary Public (Signature)

My Commission Expires: March 20, 2026



PALM BEACH COUNTY INSPECTOR GENERAL

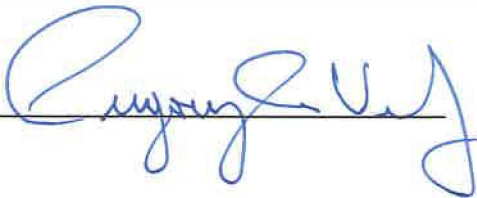
ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Fortiline, Inc. d/b/a Fortiline Waterworks

~~CONTRACTOR NAME~~ **DISTRIBUTOR**

By 

Title: Assistant Corporate Secretary

Date: 7/29/2022

WH22-047 - Annual Supply of Brass Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

Vendor Details

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks
Does your company conduct business under any other name? If yes, please state: North Carolina
Address: 7025 Northwinds Drive, NW
Concord, North Carolina 28027
Contact: Jordan McCall
Email: jordan.mccall@fortiline.com
Phone: 407-287-7777
Fax: 704-788-9800
HST#: 57-0819190

Submission Details

Created On: Monday July 18, 2022 16:33:54
Submitted On: Monday August 01, 2022 19:26:38
Submitted By: Jordan McCall
Email: jordan.mccall@fortiline.com
Transaction #: d3a09dac-07bf-4261-acba-254fd929f78d
Submitter's IP Address: 35.141.4.156

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **You can either offer percentage discount off or cost plus percentage, both is not required.** Please state what the discount or cost plus is based on. If you do not offer any of the brands, please place a "0%" in the box.

Manufacturer	Discount Percentage Off *	Cost Plus % *
Ford	0%	.
Mueller	Service Brass: 45% Hymax: 42%	.
AY McDonald	Service Brass: 51% Domestic threaded brass fittings: 82% Domestic nipples: 92%	.
Merit Brass	DOMESTIC LEAD FREE BRASS: 77%	.
Lee Brass	0%	.

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or the cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **You can either offer percentage discount off or cost plus percentage, both is not required.** Equivalents are accepted for part numbers listed.

Line Item	Description	Part Number	Current Price *	Discount % from Item *	Cost plus percentage from Item *	Final Item Price *
1	3/4" x 4" Brass Nipple		\$128.5500	92%	.	\$10.2400
2	1" Ball Valve Comp x Yoke	B94-344W	\$172.0400	51%	.	\$84.2900
3	1" CC Ball Corp	FB-1000-4	\$140.9100	51%	.	\$69.0400
4	1" x 3/4" Brass Bushing		\$69.2400	82%	.	\$12.4600
5	3/4" Tail Pieces	C91-23	\$18.2800	51%	.	\$8.9500

Attachment B - Item 3

Additional discount percentage off or cost plus percentage for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee.

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount percentage off or cost plus percentage for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee.	ARI 17.000% Endot HDPE 35.000%(Escalation clause up to 10%) DFW GRADE C BOXES AND LIDS 26% Trumbull industries 38% NDS METER BOXES AND LIDS 60.000% NDS CHECK VALVES 40.000% NDS TRUE UNION BALL VALVES 40.000% NDS COMPRESSION FITTINGS 45.000% NDS GATE VALVES 40.000% Raven meter boxes Sigma and iron and polymer lids 35% CDR meter boxes and lids tier 8 - 45%	*Any item not on the list - 20% plus cost plus freight*

Specifications

☐ We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation. Exceptions will be made depending on market conditions.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all brass proposed in this bid are lead-free and domestic.
7	The percent discount or cost plus percentage discount applies to the Commodity Bid – Brass Fittings and Accessories. In this instance, Brass Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	All brass fittings and accessories listed in the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.

References

Line Item	Company *	Name *	Email *
1	Village of Wellington	Alan Friedman	afriedman@wellingtonfl.gov
2	City of Melbourne	Nic Coster	Nicholas.coster@mlbfl.org
3	City of Margate	Mike Bush	mbush@margatefl.org

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - 22-047 EXECUTED - BIDDER QUALIFICATION STATEMENT.pdf - Monday August 01, 2022 17:36:19
- [Anti-Kickback Affidavit](#) - 22-047 EXECUTED - ANTICKICKBACK AFFIDAVIT.pdf - Monday August 01, 2022 17:36:27
- [Non-collusion Affidavit of Bidder](#) - 22-047 EXECUTED - NON COLLUSION AFFIDAVIT.pdf - Monday August 01, 2022 17:36:41
- [Certification Pursuant to Florida Statute § 287.135](#) - 22-047 EXECUTED - CERTIFICATION PURSUANT TO FLORIDA.pdf - Monday August 01, 2022 17:36:58
- [Confirmation of Drug-Free Workplace](#) - 22-047 EXECUTED - DRUG FREE WORKPLACE.pdf - Monday August 01, 2022 17:37:10
- [Confirmation of Minority Owned Business](#) - 22-047 EXECUTED - CONFIRMATION OF MINORITY OWNED BUSINESS.pdf - Monday August 01, 2022 17:37:32
- [E-Verify](#) - 22-047 EXECUTED - E-VERIFY FORM.pdf - Monday August 01, 2022 17:37:58
- [Bidder Acknowledgement](#) - 22-047 EXECUTED - BIDDER ACKNOWLEDGMENT & COI.pdf - Monday August 01, 2022 17:40:41
- [Local Business](#) - 22-047 EXECUTED - LOCAL BUSINESS CERTIFICATION.pdf - Monday August 01, 2022 17:38:22
- [Palm Beach County Inspector General](#) - 22-047 EXECUTED - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Monday August 01, 2022 17:38:29

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☒ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jordan McCall, Regional Bid Coordinator, Fortiline, Inc. d/b/a Fortiline Waterworks

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
230424	FORTILINE MIAMI	6285659	1/05/23	1

CUSTOMER	PROJECT INFORMATION
TOWN OF BAY HARBOR ISLANDS 9665 BAY HARBOR TERRR BAY HARBOR ISLAND, FL 33154	MANHOLE COVERS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	135	EA	***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY ***** >>>MATERIAL LIST<<< MANHOLE R&C W/ LETTERING BOLTED WATER TIGHT LID TOWN OF BAY HARBOR ISLANDS MODEL 170CE BOLTED WATER TIGHT 17 WEEKS Other Charges freight Other Charges Total:	328.9700	44,410.95 1,400.00 1,400.00
				Subtotal:	45,810.95
				Tax:	.00
				Bid Total:	45,810.95

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By DB3 1/05/23 14:46:04