

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
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**REGULAR COUNCIL MEETING
AGENDA**

March 8, 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:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Proclamation - Judge Marcia G. Cooke

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

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.*)

2. **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). Enclosed is a copy of the Town of Bay Harbor Islands Title VI Program.

**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.**

3. Approval of Council Meeting Minutes:
 - A. September 28, 2022 Special Council Meeting
 - B. October 19, 2022 Regular Council Meeting
 - C. November 3, 2022 Special Council Meeting
 - D. November 28, 2022 Regular Council Meeting
4. **Consideration and Approval** to piggyback off the Seminole County Sheriff's Office/Contract with HG2 Emergency Lighting to outfit (5) new police vehicles with emergency lights and equipment in the amount of \$52,245.25, pursuant to Section 2-1(6) of the Town Code. Enclosed are the piggyback documents.

STAFF RECOMMENDATION: Approve

POLL VOTE

5. **Consideration and Approval** of a request to go out to bid for CRS (Community Rating System) re-certification review services.

PUBLIC HEARING

6. **Consideration** of a request to the Town Council of the Town of Bay Harbor Islands, Florida, appealing the actions of the Design Review Board regarding the Site Development Application for a proposed single-family residence for 1270 99th Street, Bay Harbor Islands, Florida; pursuant to Section 5-13.1(b) of the Town Code. Enclosed is the Town Planner's Staff Report and other supporting documents.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

7. Discussion for the purpose of hearing public comments with respect to an application for variances from Sections 23-12(6)(a)(iii), 23-12(6)(v), 23-12(8), and 23-12(6)(a)(x) of the Town Code to construct a boat dock facility at 1135 103rd Street, Tract F, Bay Harbor Islands, by property owner BH Investment, LLC. Enclosed is a copy of the Town Planner's Staff Report, the variance application, and other supporting documents.

8. **Approval or Denial** of variance requests for the property located at 1135 103rd Street. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members is necessary in order to grant the variances requested, and decision of the Town Council is final. If the requests are granted, the decision of the Town Council shall be recorded in a Resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami-Dade County Code, The Florida Building Code, FEMA, or any other applicable governing agencies.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** of an Ordinance on First Reading amending Sections 18-1 through 18-4 of the Town Code delegating the authority for issuance of Permits for work in the Public Right-of-Way from the Town Clerk to the Town Engineer. Enclosed is a copy of the proposed Ordinance and code provision.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18, ARTICLE 1 OF THE TOWN CODE ENTITLED "STREETS AND SIDEWALKS", REVISING SECTIONS 18-1 THROUGH 18-4 PERTAINING TO THE ISSUANCE OF PERMITS FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

10. Consideration and Approval of an ordinance on First Reading modifying Section 23-11(A)(6) of the Town Code to increase the allowable building height in the RD Single-Family Residential District. Sponsored by Mayor Joshua Fuller. Enclosed are the Town Planner's Staff Report, the proposed ordinance, and a sample Building Height Table.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO ALLOWABLE BUILDING HEIGHT IN THE RD SINGLE FAMILY AREA; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE 1 ENTITLED ZONING REGULATIONS; AMENDING SECTION 23-11 ENTITLED LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 23-11(A)(6) TO INCREASE THE ALLOWABLE BUILDING HEIGHT TO ADJUST FOR POTENTIAL FLOODING AND OCCUPANT USABILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

11. **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's Discretion

POLL VOTE

DEFERRED ITEMS:

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

12. **Consideration and Approval** of a Resolution amending the Building Permit Fee Schedule set by Resolution No. 2270 to establish a reduced fee for applicants that choose to use a "Private Provider" for Building Plan Review and Inspections, as per Florida Statutes, Section 553.791. Enclosed is a copy of the fee schedule and legislation.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

13. **Consideration** of a request by Kane BH Property 1, LLC for modification of the Parking Trust Agreement approved at the February 1, 2023 Town Council Meeting for application of a fee of \$20,000 per space, instead of the \$35,000 per space approved to be paid into the Parking Trust for development of the property at 9555 Bay Harbor Terrace. Sponsored by Council Member Robert Yaffe. Enclosed is a copy of the request.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

14. **Consideration and Approval** of funding for the Design-Build Project BHI-228- 92nd Street Dog Park Extension. Enclosed is a copy of Waypoint Proposal.

STAFF RECOMMENDATION: Approve

POLL VOTE

15. A request by Bay Harbor Islands Property Owner II LLC, owner of the properties located at 9431, 9461, and 9481 East Bay Harbor Drive (The LaBaia North Project), to modify the TDR contract approved by the Town Council on June 22, 2022, to reduce the number of TDRs from the 46 approved to 31, due to modifications to the project. Enclosed is the Town Planner's Staff Report and other supporting documents.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

16. **Consideration and Approval** of a private TDR Transaction for the transfer of three (3) dwelling units from (9201 West Bay Harbor Drive) to NIDO Multi-family Development (9880-9900 West Bay Harbor Drive). Enclosed are a copy of the Town Planner's Staff Report, the TDR Application, contract, Site Plans, and other supporting documents.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

17. **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 NIDO Multifamily Development project to be located at 9880-9900 West Bay Harbor Drive. Enclosed are copies of the TDR application and applicant's Letter of Intent. This item is linked to Item #15.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DISCUSSION ITEMS:

18. Discussion regarding an amendment to Sections 23-1, 23-4, and 23-5 of the Town Code to regulate the location of Real Estate Sales Centers in the town. Enclosed is the Town Planner's Staff Report and a draft ordinance.
19. **Discussion and Possible** action regarding the lease with Sunshine Gasoline Distributors, Inc. for operation of the gasoline service station. Enclosed is a copy of the lease agreement.
20. **Discussion and Possible** action regarding zoom meetings.
21. **Discussion and Possible** action regarding continuation of the Arts Festival.
22. **Discussion and Possible** action regarding Town Hall Facilities.
23. **Discussion and Possible** action regarding Section 23-12 (15)(e) iii of the Town Code regarding projections into setback areas. Sponsored by Council Member Bruder. Enclosed are copies of the Code provisions.

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

March 8, 2023

ITEM NUMBER: 2.

ITEM: 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). Enclosed is a copy of the Town of Bay Harbor Islands Title VI Program.

DESCRIPTION:

The Town of Bay Harbor Islands is committed to ensuring that no person is excluded from participation in or denied the benefits of Town transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. Furthermore, the Town of Bay Harbor Islands as a recipient of American Recovery and Reinvestment Act (ARRA) Economic Stimulus Grant funding from the Federal Transit Administration is required to have a Title VI plan which complies with the federal requirements outlined in FTA 4702.1B.

The Town of Bay Harbor Islands has established a Title VI Plan detailing procedures for reporting any Title VI related complaints so that those complaints can be remedied and appropriate action taken by the Town to ensure compliance with Title VI. Appropriate Title VI notices have been placed on our Town Website as well as on our Town Hall Bulletin Board.

Federal requirements, FTA C 4702.1B, mandates the the Title VI program be reviewed annually.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Copy of Copy of MD County TITLE VI Municipality update form (002)
2.	BHI Title VI Plan
3.	Resolution 2023 MDT - Title VI Program Plan Update

Department of Transportation and Public Works (DTPW)
 OFFICE OF CIVIL RIGHTS MUNICIPALITY INFORMATION SHEET
 TITLE VI PROGRAM (FTA C 4702.1B)
 YEARLY UPDATE



Municipality Name	Town of Bay Harbor Islands	Date: 2/2/2022
Address	9665 Bay Harbor Terrace, Bay Harbor Islands, FI 33154	
Contact Person & Title	Jenice Rosado, Assistant Town Mgr / Shaun Gelvez HR Director	
Contact Numbers	305-866-6241	
e-mail address	jrosado@bayharborislands-fl.gov sgelvez@bayharborislands-fl.gov	Fax 305-866-4863
Legal Status of Organization	Municipality	

TITLE VI DEFINITION - Title VI of the Civil Rights Act of 1964 as amended states "No person in the United States shall, on the grounds of race, color or national origin, be excluded from, participation in, or be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance."

ENVIRONMENTAL JUSTICE DEFINITION - When municipalities plan or program activities that could potentially have a disproportionately high or adverse impact on human health or the environment, recipients should include explicit consideration of the effects on minority populations and low income populations.

REQUIREMENTS (FTA 4702.1B)	YES	NO	NOTES
Title VI statement clearly posted within dwelling or on company website indicating organization's commitment to providing non-discriminatory services and how to file a Title VI discrimination complaint.	YES		
Tracking system in place to monitor Title VI complaints, as well as a system in place to monitor active Title VI investigations.	YES		
Does municipality collect demographic data?		NO	
Has municipality conferred with DTPW prior to completing a four factor analysis? If answer is NO, what other ways does the municipality provide meaningful access to the population they serve (provide answer in NOTES section).		NO	Staff is available should a situation arise or to answer any questions
Does municipality monitor (every 3 years) the level and quality of service within predominantly minority areas to ensure equitable treatment.	YES		Staff documents and tracks if any issues arise and ensures that there is a resolution of the issue.
REQUIREMENTS	YES	NO	NOTES
Does municipality have transit related, non-elected planning boards, advisory councils or committees, or similar bodies selected by municipality? IF YES, please attach a copy of a table depicting the racial breakdown of the membership of the committee and a description of efforts made to encourage participation of minorities on committees or councils. If NO, submit a statement indicating there is NO SUCH TRANSIT-RELATED, NON-ELECTED PLANNING BOARDS, ADVISORY COUNCILS OR COMMITTEES.			N/A
Does municipality plan to raise fares within the next 3 years?		NO	

Does municipality confer with MDT prior to siting or location of facility (vehicle storage facility, maintenance facility or operations center) which requires land acquisition and/or the displacement of persons from their residences and businesses for which a NEPA process has not been completed? A 'facility' does not include bus shelters, transit stations or power substations.			N/A
Does municipality confer with DTPW prior to submitting their Public Participation plan? IF YES, does plan include an outreach plan to engage traditionally underserved persons?			N/A
Does municipality confer with DTPW prior to making service adjustments to current system operations?			N/A
Does municipality confer with DTPW prior to making a decision to prepare an Environmental Assessment (EA) and an Environmental Impact Statement (EIS) when considering new projects?			N/A
Does municipality confer with DTPW prior to determining whether to notice or involve the public when considering proposed Title VI related programs/projects?			N/A
When considering Title VI related programs/projects, does municipality confer with DTPW to ensure all requirements from (FTA C 4702.1B) are adhered to prior to completion?			N/A
ADDITIONAL INFORMATION			
PLEASE ATTACH A COPY OF ALL INFORMATION REQUESTED AND SUBMIT IT ALONG WITH THE CHECKLIST.			
Please Note that the Municipality is Responsible for IMMEDIATELY notifying DTPW of any changes regarding plans for Service, Fares, Environmental Assessments, Sitings/Locations, Title VI Related Programs and Projects prior to rendering a decision.			

TOWN OF BAY HARBOR ISLANDS



TITLE VI PROGRAM PLAN

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, or 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)

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel: 305-866-6241
Fax: 305-866-4863
Website: www.bayharborislands.org

Introduction

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).

The Town of Bay Harbor Islands is committed to ensuring that no person is excluded from participation in, or denied the benefits of Town transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

Information Notices

Title VI information notices are prominently and publicly displayed in our Town Hall posting boards.

The name and contact information of the Title VI coordinator is available on the Town’s website, at www.bayharborislands.org. Additional information relating to the Town’s nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the Town’s Title VI Coordinator:

Jenice Rosado
Assistant Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Record Keeping

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

Complaints

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information:

- Full name
- Mailing address
- Contact Information (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses
- Other information that you consider significant

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the Town at the following address:

Town of Bay Harbor Islands Attention:
Jenice Rosado, Assistant Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

The Town encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the Town will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the Town shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within seven days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The Town of Bay Harbor Islands will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the

complainant is also advised of his or her right to:

- 1) Appeal within seven calendar days of receipt of the final written decision from the Town, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the Town, a written response will be drafted subject to review by the Town Attorney. If appropriate, the Town Attorney may administratively close the complaint. In this case, the Town will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East
Building, 5th Floor — TCR
1200 New Jersey Ave., SE Washington, DC 20590

Limited English Proficiency (LEP)

The Town of Bay Harbor Islands has a land area of .6 Square Miles. According to the 2010 Census, the Town has an approximate total population of 6,000 people, composed of the following:

Black or African American alone, percent, 2010 (a)	2.5%
American Indian and Alaska Native alone, percent, 2010 (a)	0.2%
Asian alone, percent, 2010 (a)	1.2%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	0.0%
Two or More Races, percent, 2010	2.3%
Hispanic or Latino, percent, 2010 (b)	46.3%
White alone, not Hispanic or Latino, percent, 2010	49.1%

Of the Town's population over the age of 5:

- 54.4% of residents speak a language other than English at home
- 45.6% speak English at home

The Town provides information in English and in Spanish when it is requested. Residents can request translations of documents that are in English. Most Town departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested. The Town regularly disseminates information via its website and utility bills.

The Town Title VI Policy and Complaint Procedures is hosted on the Town's web page in English and made available in other languages as requested.

The Town educates our staff and contractors on the following procedure (see Appendix F):

- a. Understanding the Title VI Policy and LEP responsibilities
- b. How to access Title VI Policy and Procedures via the Town's website.
- c. Document and resolve any language assistance deficiencies
- d. The procedure if a Title VI and/or LEP complaint is filed.

The Town will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

Public Participation Plan

The Town of Bay Harbor Islands seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at Council meetings, which occur the second Wednesday of every month. Town Council agendas are available for review by the public no less than two (2) days before Council meetings. Notices of resolutions or ordinances under Council consideration are announced in print in local newspapers.

The Town continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its outreach activities. Recent outreach initiatives include:

- Public notices in local and county wide newspapers
- Florida League of Cities
- On site posting
- Utility bills
- Inviting public inquires

Ordinances and resolutions adopted by the Town to apply for and utilize Federal and State grant funding are placed on the public hearing/meeting agenda and are subject to public notice and comment procedures.

The Town and its records are available to the public and the Town welcomes their input. The Town's Title VI Complaint Procedure is available to the public via the Town's website www.bayharborislands.org.

Decision Making Bodies

The Town of Bay Harbor Islands does not have any transit related non-elected planning boards or advisory councils or planning boards or committees. If any such committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

Transit Programs/Service Standards

The Town of Bay Harbor Islands operates a fixed route circulator service (20 passenger bus) which travels to throughout the Town and into the neighboring municipalities of Surfside, Bal Harbour and North Miami. The circulator service route, however, does not utilize any of the federally funded bus shelters in the Town. The programs and/or services utilizing those bus shelters are provided and operated by Miami-Dade County Transit (MDT). You may contact Miami-Dade County Transit at www.miami-dade.gov for additional information. If the Town's route changes in the future to include stops utilizing these shelters, the Town will confer with Miami-Dade Transit to ensure the Town meets all Title VI requirements.

Transit Facilities

The Town does not have any storage, maintenance facilities or operation centers. Since the Town's fixed route circulator service is operated by a third party contractor, all maintenance and storage is handled offsite. If there are any changes in the future, as related to Title VI, the Town will confer with Miami-Dade Transit to ensure the Town meets all requirements.

Appendices

Appendix A: Complaint Procedure

Appendix B: Complaint Form

Appendix C: Letter Acknowledging Receipt of Complaint

Appendix D: Letter Notifying Complainant That the Complaint is Substantiated

Appendix E: Letter Notifying Complainant that the Complaint is not Substantiated

Appendix F: Employee Annual Education Form

Appendix G: Record of Investigations, Complaints and/or Lawsuits

Appendix A

Complaint Procedures

Title VI of the 1964 Civil Rights Act requires 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."

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the Town of Bay Harbor Islands may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged discrimination. The Town or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the Title VI Coordinator will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

The Town has 60 days to investigate the complaint. If more information is needed to resolve the case, the Town's Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 10 business days after the date of the LOF to do so.

A person may also file a complaint directly with:

Federal Transit Administration FTA Office of Civil Rights
1200 New Jersey Avenue SE Washington, DC 20590.



**Town of Bay Harbor Islands
Title VI Non-Discrimination Program
Complaint of Discrimination**

Complainant (s) Name:	Complainant(s) Address:	
Complainant (s) Phone Number:		
Complainant's Representative's Name, Address, Phone Number and Relationship (e.g. friend, attorney, parent, etc);		
Name and Address of Agency, Institution, or Department Whom You Allege Discriminated Against You;		
Names of the individual(s) Whom You Allege Discriminated Against You (if known);		
I believe the discrimination I experienced was based on: (check all that apply):	☐ Race ☐ Color ☐ National Origin	Date of Alleged Discrimination:

Mail to: Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 Attn: Jenice Rosado

This form may also be faxed to: **305-866-4863** Attn: Jenice Rosado

A complaint must be filed no later than 30 days after the date of the alleged discrimination.



**Town of Bay Harbor Islands
Title VI Non-Discrimination Program
Complaint of Discrimination**

Please list the name(s) and phone number(s) of any person, if known, that the Town of Bay Harbor Islands could contact for additional information to support or clarify your allegation(s).

Please explain as clearly as possible how, why, when and where you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination. Additional pages may be attached if needed.

Complainant(s) or Complainant(s)Representatives Signature:
Date of Signature:

Appendix C

Letter Acknowledging Receipt of Complaint

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the Town of Bay Harbor Islands alleging:

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-866-6241, or write to me at this address.

Sincerely,

Jenice Rosado
Assistant Town Manager/Title VI Coordinator
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix D

Letter Notifying Complainant that the Complaint is Substantiated

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of (date) against the Town of Bay Harbor Islands alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention.

Sincerely,

Jenice Rosado
Assistant Town Manager/Title VI Coordinator
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix E

Letter Notifying Complainant that the Complaint is not Substantiated

Town Letterhead Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms)

The matter referenced in your letter of (date) against the Town of Bay Harbor Islands alleging Title VI violation has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The Town Attorney has analyzed the materials and facts pertaining to your case for evidence of the Town's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to:

1) Appeal within seven calendar days of receipt of this final written decision from the Town, and/or

2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

- Federal Transit Administration Office of Civil Rights Attention: Title VI Program
Coordinator East Building, 5th Floor TCR 1200 New Jersey Ave., SE Washington, DC
20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Jenice Rosado

Assistant Town Manager

Appendix F

Employee Annual Education Form

To all employees of the Town of Bay Harbor Islands:

No person shall, on the grounds 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.

All employees of the Town of Bay Harbor Islands and its contractors are expected to consider, respect, and observe this policy in their daily work and duties.

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin.

If a citizen approaches you with a question or complaint, direct him or her to contact:

Town of Bay Harbor Islands Attention:
Jenice Rosado, Assistant Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Appendix G



List of TITLE VI Investigations, Lawsuits and Complaints

Type (Investigation, Lawsuit or Complaint)	Date of Complaint (Month/Day/Year)	Summary of Complaint (include basis of Complaint; race, color or national origin)	Status of Complaint	Action(s) Taken

RESOLUTION NO. _____

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.

WHEREAS, the Town of Bay Harbor Islands (the “Town”) was a sub-recipient of the American Recovery and Reinvestment Act (ARRA) Economic Stimulus Grant funding from the Federal Transit Administration; and

WHEREAS, three (3) bus shelters were provided for the Town via ARRA funds; and

WHEREAS, FTA requires the sub-recipient have a Title VI plan which complies with the federal requirements outlined in FTA 4702.1B; and

WHEREAS, the Town Administration has prepared and proposed the attached “Title VI Program for the Town of Bay Harbor Islands” which complies with the federal requirements outlined in FTA 4702.1B and which has been reviewed by Miami-Dade Transit Office of Civil Rights and Labor Relations and the Town Administration with no comments; and

WHEREAS, the Mayor and Council desire to comply with the requirements of federal law otherwise, and, to that end, adopted the Title VI Program Plan June 8th, 2015 with the approval of Resolution No. 2048; and

WHEREAS, FTA C 4702.1B requires the town’s Title IV program to be reviewed annually; and

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Title VI Program Plan Update for the Town of Bay Harbor Islands, attached hereto as Exhibit “A”, is hereby adopted.

Section 3. Implementation. The Town Manager or his/her designee is hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED this ____ day of March 2023.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 3.

ITEM: Approval of Council Meeting Minutes:

- A. September 28, 2022 Special Council Meeting
- B. October 19, 2022 Regular Council Meeting
- C. November 3, 2022 Special Council Meeting
- D. November 28, 2022 Regular Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	09.28.2022 Second Budget Public Hearing
2.	10.19.2022 Regular Council Meeting
3.	11.03.22 Special Council Meeting
4.	11.28.22 Regular Council Meeting

TOWN OF BAY HARBOR ISLANDS
MINUTES OF A BUDGET PUBLIC HEARING

A Second Budget Public Hearing of the Town of Bay Harbor Islands was held on Wednesday, September 28, 2022, at 6:05 p.m. in the Town Council Chambers. Upon roll call the following Council Members responded:

	Mayor Joshua Fuller	
Vice Mayor Tricoche		Council Teri D'Amico
Council Member Molly Diallo		Council Member Isaac Salver
Council Member Robert Yaffe		

Council Member Stephanie Bruder was absent.

1. **Consideration and Approval** of a resolution adopting a final millage rate of 3.1728 mills for the Fiscal Year 2022/2023, which is equal to the rolled back rate of 3.1728 mills per \$1,000 of taxable property value.

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
ADOPTING A FINAL MILLAGE RATE FOR THE
FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND
ENDING SEPTEMBER 30, 2023; ANNOUNCING THE
ADOPTED FINAL MILLAGE RATE OF 3.1728 MILLS,
WHICH IS EQUAL TO THE ROLLED BACK RATE OF
3.1728 MILLS COMPUTED PURSUANT TO STATE LAW;
PROVIDING FOR INCORPORATION OF RECITALS;
AND PROVIDING FOR AN EFFECTIVE DATE.**

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and inquired if the millage rate would be lowered; expressed concerns that \$4.1 Million TDR monies in escrow had not been discovered and the \$8.1 Million mentioned cannot be found. She indicated the Town Code requires an independent auditor to handle the matter of the TDR's, if the Finance Director is unable to do so. She added that the TDR program was to be used for improvements.

Town Manager Lasday informed the Town Council she authorized the Town Auditor's to review the Transfer of Development Rights (TDR's).

Council Member Salver asked if the auditors will be handling the TDR Audit within the Scope of the original audit or as a separate engagement.

Town Manager Lasday responded the work was under her \$20,000 spending authority; and she authorized separate work for the auditors to conduct a forensic audit, to ensure everything is correct.

PUBLIC COMMENT CLOSED

ACTION: Council Member Salver made a motion to adopt the Resolution. Vice Mayor Tricoche seconded the motion, and it passed unanimously on a poll vote.

1. **Consideration and Approval** of a resolution adopting a final budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

There was no public comment.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to adopt the Resolution. Vice Mayor Tricoche seconded the motion and passed unanimously on a poll vote.

In reference to questions from the public as to why the Town was conducting the Budget Hearing this evening given the fact of the storm, Mayor Fuller explained the town's requirement by State law to have the hearing and set the budget by a specific date; to provide notification of the hearing; and especially considering Town Hall was opened this afternoon. He added the items were discussed multiple times; budget workshops were held, there were individual meetings, and the hearing was published.

Council Member Yaffe stated he attended a zoom meeting with Miami-Dade County League of Cities and Mayor Levine Cava, who briefed the municipalities on storm preparation. During that meeting, the issue of budget came up and each municipality indicated they were moving forward with their meetings this evening as well, because they were required to have those meetings.

Council Member Salver pointed out that the area did not receive a direct hit from the storm.

Mayor Fuller further thanked the Police Department, Public Works, and every member of the Town's staff for their efforts in preparing the town for the storm and ensuring the residents were safe.

Council Member Salver asked for prayers for those in the southwest coast of Florida who were receiving a direct impact from the storm.

ADJOURNMENT:

There being no further business to discuss the meeting was adjourned at 6:14 p.m.

MAYOR

ATTEST

TOWN CLERK

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

A Regular Meeting of the Town Council was held on Wednesday, October 19, 2022, at 7:00 p.m. Upon roll call the following members responded:

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

1. Oath of Office- Police Officer Kervens Norvil

Lieutenant Joe Locke introduced Officer Norvil and gave a brief summary of his background. Chief Diaz came forward and administered the Law Enforcement Oath to Officer Norvil. Officer Norvil's sister pinned him with the badge; and he thanked the community for the opportunity to be of service.

SPECIAL PRESENTATION:

2. ~~The Honorable County Commissioner Sally Heyman~~

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA

ITEMS:

There were no requests for withdrawals, deferments, or future agenda items.

Neil Handler, 1120 N.W. 159th Drive, Miami Gardens, Florida, came forward and stated his son was a survivor from the Champlain Towers collapse and he started the Phoenix Life Project foundation, a foundation that raises awareness within the community with first responders and victims of events. He requested permission to host their first annual Mental Health Awareness community event at the Ruth K. Broad School property on December 4, 2022. Council Member Bruder informed Mr. Handler the Town has an interlocal agreement with the school and was allowed to use the field. She asked him if the event will have a variety of healthcare professionals and not just one type. Mr. Handler responded the charity has contracted five different providers including the JCS, the Children's Bereavement Center, the Trauma Resolution Center, the Pathway's Life, and Miami-Dade Police Department's division that helps with police officers. Each one will have an area to do some interaction. Additionally, there will be bounce houses for kids and food trucks. And the event coordinator can work with the Town as to what is and not allowed.

Mayor Fuller stated he knows the Town has use of the field on weekends, but wanted to ensure the Town was allowed to hold events. If so, he would be in favor of the event. He informed Mr. Handler he will need to coordinate with the Town regarding the food trucks and with the Fire Department.

Town Manager Lasday raised concerns to potential damage to the astroturf and with policing for the event hosting 700 people. She suggested holding the event at one of the parks. Mayor Fuller responded that an agreement would have to be worked out. Town Attorney Geller responded the Town can double-check with the school and advise Mr. Handler. Also, they will need to provide insurance for the event. The location will be left to the purview of the Town Manager. Council Member Salver asked Mr. Handler if Ruth K. Broad was the site he had in mind and how many people he was expecting. Mr. Handler replied they looked at the park on 96th street and at Surfside Community Center, and he was expecting 500 to 700 people. Vice-Mayor Tricoche suggested he speak to the PTA, as they have mental health programs that can be promoted in his event.

The Town Council expressed support for the event with the school's permission and for Mr. Handler to continue to coordinate with the Town Manager.

TOWN MANAGER'S REPORT:

Town Manager Lasday reported on the following:

- Thanked the Police department for sending Detective Castellanos and Officers Davilmar, Ledroux and Cargille to assist with Hurricane Ian relief. She stated they should return this week.
- Welcomed back Police Chief Diaz.
- Car Show on October 23, 2023, from 11:00 a.m. to 3:00 p.m.
- Spectacular Night Out Halloween Party at the Community Center from 3:00 to 7:30 p.m. on October 27, 2023.
- Halloween Parade from 3:00 p.m. to 5:00 p.m. on October 31, 2022.
- Surf Balbay Night Out from 6:00 p.m. to 8:00 p.m. on October 26, 2022.
- Veteran's Day Event from 9:00 a.m. to 11:00 a.m. on November 11, 2022.
- Concert on November 13, 2022
- Winter Camp from December 27, 2022 to January 6, 2023, with sign-up beginning November 1, 2022.
- Senior Social from 6:00 p.m. to 8:00 p.m. on November 17, 2022.
- Freebee contract has been executed. Commended Assistant Town Manager Rosado for working on this matter; Freebee tentative begin date will be on or after November 1, 2022.
- Worked with the vendor contracted on the 75th Anniversary which will be held the weekend of February 4, 2023.
- Holiday lights will be installed around Thanksgiving.
- Lane closures from November 3, 2022, through November 6, 2022, to remove the crane at Bal Harbour Shops.

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

Council Member D'Amico raised a concern to changing of the Planning and Zoning Board to the Design Review Board. She also commented the Comprehensive Plan had not been reviewed since 2018 and would like a meeting on the matter. She raised additional concerns as to losing money and overworking staff. Mayor Fuller requested Town Manager Lasday provide a copy of the latest version of the Comprehensive Plan and add an item to the next agenda to discuss how to handle. Council Member D'Amico agreed.

Council Member Yaffe welcomed back the Chief. He reported he attended the Miami-Dade County League of Cities Best Practices Seminar. He thanked the Town for having Crossing Guards late in the evening for the Jewish holiday, as the community appreciates the extra level of support. He added that a new business, Molina Liquors, opened last week, and Bay Harbor Café opened or will be opening on Kane Concourse.

Council Member Salver welcomed back the Chief. He mentioned he attended the Miami-Dade County League of Cities Best Practices seminar and the Design Review Board meeting held on October 18, 2022. He stated that he felt the members serving on the Board are prepared and are knowledgeable individuals and spoke on the importance of what the Board does. He suggested the Town should review the Comprehensive Plan and the Land Development Regulations on both islands. He also reported residents have called him to report about the Bay Pass; he was not sure what changed but the process worsened. Council Member Yaffe added there will be a delay if residents wait until the last minute, or don't provide the documents required to process the application. Council Member Bruder suggested working with SunPass to speed up the application process.

Council Member Diallo congratulated Chief Diaz on returning for duty. She thanked the Police Department for sending officers to the west coast to assist. She also reported attending a press conference for Referendum 210 which is on the ballot for the November 8th election to have a School Resource Officer in every single school in Miami-Dade County and for compensation for teachers.

Council Member Bruder thanked all Town employees who worked during the hurricane. She stated the Town needs to have better communication as to evacuation procedures, especially for senior citizens, after seeing the impact of Hurricane Ian.

Vice-Mayor Tricoche asked if the sustainability contractor provided feedback. Town Manager Lasday advised the Council there is an upcoming item in today's agenda that includes extending an engineer contract that may assist with sustainability projects. The Town has five bridges, four parks, four building, five street, one water related, three sewer and two stormwater projects. She agreed with the Vice Mayor, and stated she felt the Town has a lot of great ideas, but need the right expertise.

Mayor Fuller congratulated Chief Diaz for his return, and reported he also attended the Miami-Dade County League of Cities Best Practices seminar; and the Open House in the Community Center. He commended Public Works for its extraordinary work prior to and after Hurricane Ian. He reported he will be going to Washington with the Town Manager next week to request federal funds for upcoming projects.

Council Member Yaffe added the Town needs to engage with FPL more as, he felt they are unresponsive. Vice Mayor Tricoche agreed.

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.

Fabian Fasabe came forward and stated he was running for a seat on the State Legislature against Jordan Leonard and was a resident of the town. Council Member Salver asked about his previous experience prior to running for office. Mr. Fasabe responded he was a full-time parent, and prior to that worked in television and magazines. And he was now ready to dedicate his life to public service.

Frances Neuhut, 1060 Kane Concourse, came forward and stated as of December 7, 2021, the Design Review Board is allowed authority by Council to approve the issuance of Building Permits to development site plans. Last night, the Board approved eight quasi-judicial items without being sworn in, including the LaBaia project which failed with a 2-4 vote unless the property owners can park their vehicles on the property. She wanted clarification if the Town Planner can be held accountable for the flooding and crowding of the streets especially when large developments are being approved which puts residents in harm's way. Taxpayers will allegedly be paying plus or minus 33% increase in taxes due to alleged unaccountable monies from the government TDR and Parking Trust that's supposed to go to infrastructure and improvement of the Town. Instead, residents are being put in harms' ways because of developments and previous approvals of underground parking.

Anna Marie Kelly Stoppa, 9881 East Bay Harbor Drive, came forward and thanked the Building Department for posting notices on her building. She stated the new owner of her building has a lack of knowledge; and he is operating without a Business Tax Receipt. She complained the water in her building was shut off for 10 days and felt the new owner should be reprimanded because the lack of water for the tenants is inhumane. The new owner cannot evict because he has no Business License; therefore, has no standing in court. She stated she has lived in the building for eight years and lacks the main necessities a rental should have. She asked for the government to assist and act for the seniors and children in the building.

COMMITTEE REPORTS:

There were no 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** to award a construction contract to Engineer Control Systems, Corp. for the amount of \$2,868,537.00 for the Rehabilitation of the Broad Causeway Bridge No. 875101 Project (BC-158).
4. **Consideration and Approval** to authorize the Town Manager to execute a Grant Agreement (LPA0255) with the FDEP for the amount of \$197,500.00 to upgrade the sanitary sewer system from Bay Harbor Terrace to the Main Pump Station from 15-inch to 18-inch to add more capacity to the system on this segment.
5. **Consideration and Approval** of a Resolution urging Congress to reauthorize the National Flood Insurance Program, sponsored by Council Member Robert Yaffe.
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, URGING CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.
6. **Consideration and Approval** of a Resolution recognizing the week of October 17-23, 2022 as "Florida City Government, sponsored by Council Member Robert Yaffe.
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RECOGNIZING THE WEEK OF OCTOBER 17-23, AS "FLORIDA CITY GOVERNMENT WEEK" AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.
7. **Consideration and Approval** of a Resolution honoring the Florida League of Cities on its 100th Anniversary, sponsored by Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RECOGNIZING THE 100TH ANNIVERSARY OF THE FLORIDA LEAGUE OF CITIES; PROVIDING FOR INCORPORATION OF RECITALS; AND SETTING AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the consent agenda. Council Member D'Amico seconded motion, and it passed by a unanimous poll vote.

PUBLIC HEARING:

8. An application by One Kane Concourse, LLC for approval of site plan development modification and approval of commercial activity on the rooftop, specifically a restaurant associated with the ground floor restaurant, for a Commercial Building, consisting of six (6) stories and two (2) levels of partially below grade parking at 9551 East Bay Harbor Drive, Lots 1 and 2 of Block 1, the Gateway District, which is designated as a Gateway property.

Town Attorney Geller recused himself from this item and left the Council Chambers. Omar Bradford served as Special Counsel.

Matthew Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, #300, Miami, Florida, 33131, Counsel for applicant, presented the application. He stated the project is one of the signature gateway properties. They obtained approval for a Class A Office Building which included both office levels and a restaurant at the ground floor that is in-permitting. Some changes are needed to the plan which required code amendment; the plans include a more improved restaurant experience especially for some outdoor seating and outdoor weather protection, protection for people coming and going at drop-off, and protections and coverings for outdoor seating on the rooftop. Balconies were added to replace the fins along the sides which are included in the package. The wedding cake shape of the building brings in those balconies and there's no intrusion in the public right-of-way and neighboring property. The other request was about the restaurant's operations. The original approval was for dinner time only, 6:00 p.m. or later. They are now requesting approval to introduce restaurant service at lunchtime from 11:00 a.m. to 2:30 p.m. and will close down and resume restaurant hours at dinner time. They are also asking for approval for the tenant to use the rooftop for outdoor seating. Hours will be limited in the rooftop to 11:00 p.m. during weekdays and midnight on weekends. A study was performed and concluded there is no parking deficit and there is sufficient valet operating to avoid any problems in the right-of-way.

Council Member Bruder asked Mr. Amster to explain exactly what they were requesting. Mr. Amster responded they were seeking approval to open for lunch, for the restaurant to be allowed to use the rooftop, and to remove the fins and put in balconies. Vice Mayor Tricoche stated these requests have been denied in the past. Mr. Amster answered they are requesting an expansion of the restaurant on the north that keeps the public promenade that goes to the waterway, and weatherization of outdoor seating. Council Member Yaffe stated some of these items came before the Council in the past, and the Town amended the code to permit them. Now that the Code has been amended, they are requesting these changes based on the amended code.

Several Council Members raised a question as to whether the request was an appeal. It was determined the applicant first submitted the request to the Design Review Board and was denied, which was the reason they are now seeking approval from the Council. Special Counsel Bradford added if the Council approves a land development application after consideration by the Design Review Board, the action of the Town Council shall take precedence over the actions of the Board. Council Member D'Amico asked if the town would be setting precedent by giving approval for public access to the rooftop for a restaurant, for other gateway properties to apply for public access to their rooftops, respectively. Special Counsel Bradford advised the town would have a set persuasive precedent. Council Member Yaffe stated each project is subject to a separate approval based on the gateway ordinance and the Council can impose conditions based on the aspects of the project. Discussions continued among the Council as to the requests and changes being requested by the applicant. Council Member D'Amico asked if the window treatment was automatic.

Laura Tauber, Principal of One Kane Concourse, LLC, 1801 NE 123 Street, advised they are providing tenants with blinds. She added the concern of the Design Review Board was parking, so they engaged a traffic engineer who was present to answer any questions. She expressed concern as well and wanted to provide sufficient parking, so a study was completed. The report was submitted to the Town Planner and Town Manager. She stated the changes being made were common sense changes. They are bringing a world class restaurant from New York and want to use the rooftop for cocktails before or after dinner. Council Member D'Amico asked how many seatings they are adding for the rooftop. Ms. Tauber responded they estimate 100-130 seats, and 200 seats for downstairs. Council Member D'Amico expressed concern about children's safety due to traffic. Ms. Tauber advised there is a crossing guard, and the restaurant will operate until 2:30 p.m. Council Member Yaffe asked if they are contemplating a full-service restaurant on the rooftop. Ms. Tauber responded it will be a limited menu; cocktails, appetizers, and desserts, because they cannot have a full kitchen on the rooftop, as per the code. Vice-Mayor Tricoche asked for clarification as to the balconies being located on the southside of the building. Ms. Tauber responded the code allows two feet on the southside, and on the other side of the balconies they are allowed four feet. Vice-Mayor Tricoche added she was not comfortable with having increased use on the roof and was against any additional noise coming from the roof. Ms. Tauber responded they are not allowing anything on the southside of the roof; they have a structure that the elevator goes up in the back portion of the restaurant and it bifurcates where any seating or dishes would be. The restaurant tenants would not be allowed to use this area, which will be the mechanical area. Mayor Fuller added he agreed with Vice-Mayor Tricoche; he didn't have an issue with the restaurant hours and would even allow the hours to be all day. He added the language "only" on the application for the use of the rooftop can be interpreted differently. He also added the restaurant closing at 11:00 p.m. or midnight respectively does not mean the restaurant is vacant or there's no noise coming from the rooftop; on weekends the clean up crew will be working past 1:00 a.m. and he had an issue with the noise stemming from this. He felt having the restaurant was an asset to the Town, but in the end there is always sound. Ms. Tauber asked if closing by 11:00 p.m. or midnight respectively, to include guests and staff, would be amenable.

Vice-Mayor Tricoche responded that it was not about the time, but the noise levels at nighttime; noise from the train tracks can be heard from far because of how quiet the island is. Council Member Bruder stated when the town originally agreed to this project, if a guest was going to the restaurant, they would be allowed to go to the rooftop and have drinks and small bites. She asked for clarification as to the difference of what they can do versus what they want to do. Mayor Fuller added they don't have any support to have the restaurant on the rooftop; the question was to what limitation the Council will allow the use on the rooftop. He didn't have a problem with having a small bar, and if customers were going in for drink while they were waiting for a table. Council Member Bruder suggested the guests and staff vacate the rooftop by a certain time. Ms. Tauber asked if they could serve cold items, nothing that requires preparation. Mayor Fuller stated he did not know how that can be managed, and the town shouldn't have to take that role; as the town was not in the position of dictating what their menu should be. Council Member Salver suggested having disposable flatware instead of glass and metal. Council Member D'Amico stated the town cannot dictate how they should run the restaurant. Council Member Salver suggested the rooftop bar close by 9:00 p.m. with no food. Mayor Fuller agreed with Council Member Salver as to no food but was amenable for the restaurant operator to seek approval for food at the bar in the future. The Council agreed with the restaurant being open all day.

PUBLIC COMMENT

Frances Neuht, 1060 Kane Concourse, came forward and stated she attended the Design Review Board Meeting last night and one of Ms. Tauber's project applications was rejected. She stated the applicant already has three restaurants; the applicant has 82 underground parking spaces for outdoor seating, 44 underground spaces for restaurant bar, and 21 underground parking spaces. She stated the town has four gateways of which one is the Grand Beach Hotel which doesn't have a restaurant. She stated Kane Concourse is overcrowded, and the town was giving the applicants a whole entire commercial district. She stated the businesses in Kane Concourse do not have parking and felt it was unfair.

Donna Heath, 9521 East Bay Harbor Drive, came forward and asked for clarification as to the generator, because she was concerned about the noise.

Mr. Amster responded the generator will be an emergency generator, it will be in a full enclosure, and will not be running all the time.

Alex Perez, Architect for the Project from Revuelta Architecture, 50 Ocean Lane Drive, Key Biscayne, Florida, came forward and stated the emergency generator will only be turned on in emergency situations. Testing on the generator will be done in the morning hours. The Council advised Mr. Perez the testing must be done during the hours indicated in the code. Council Member Yaffe asked about the direction the generator was facing.

Mr. Perez advised the generator was facing the water, and it is soundproof. Council Member Salver asked how many seats the restaurant will have. Mr. Perez responded once they start working on the building, the number is calculated on how much the doors can handle as per Fire code. Council Member Salver asked Mr. Perez if he had designed other restaurants in South Florida. Mr. Perez advised most of their projects included restaurants. Council Member Salver asked how many parking spaces a restaurant needs for a 200-seat capacity. Mr. Perez responded it's calculated by area and could not provide a response, since it was all based on the municipality.

Mr. Amster came forward and stated the parking requirement on the code is based on square footage of the seating area, which is supposed to reflect the patrons and employees. The impact to use is based on the square footage. Council Member Salver asked based on square footage of seating area, what is the average a restaurant provides for parking. Mr. Amster responded 9,000 square feet which includes the indoor restaurant downstairs, the outdoor at the rear of the site, and upstairs. Mr. Amster advised Council Condition #2 on the Town Planner's report conflicted with what the Council was approving. Mayor Fuller advised the Town Attorney can review conditions and work to clean up issues. Council Member Bruder amended her motion to include the applicant working with staff to clean up clerical issues.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the application with the following conditions: Restaurant hours shall be permitted all day on weekdays until 11:00 p.m.; midnight for the lower level on weekends; weatherizing for balconies on opposite side; rooftop shall be closed at 9:00 p.m.; special events are to be approved by the Town Manager; a limited bar is allowed on the rooftop with no glass serving equipment to be taken up and down the elevator; and to work with staff to amend clean-up of clerical issues. Mayor Fuller seconded the motion, and it passed 4-3 on a poll vote with Vice Mayor Tricoche and Council Members D'Amico and Salver opposing.

ORDINANCES ON SECOND READING:

There were no ordinances for second reading.

ORDINANCES ON FIRST READING:

There were no ordinances for first reading.

DEFERRED ITEMS:

There were no deferred items.

TOWN MANAGER ITEMS:

13. **Consideration** and **Approval** to authorize the Town Manager to negotiate the cost and enter into an Agreement with Waypoint Contracting, Inc. for the Design-Build Project BHI-228 - 92nd Street Dog Park Extension.

Vice Mayor Tricoche asked what happened to the prior design. Town Manager Lasday advised the project was RFP issued and the plan before the Council was submitted. She explained the plans are barely to begin and start negotiating the contract, and to hear the Council's feedback.

Town Engineer Custodio came forward and stated the rendering was part of the RFP for the project, which was a design-built project. He explained Waypoint must work off the original concept, as the submittals were mere ideas. Vice Mayor Tricoche wanted to ensure the RFP dollars the Town received were based on the original concept and not off the renderings received.

Lemoran Blanc, Senior Project Manager, Waypoint Contracting, Inc. came forward and advised he was much involved in the pricing and coordinating the dog park RFP. He added they did follow the concept of the RFP, but there was language to improve the original concept; therefore, their architects made suggestive improvements to the original concept. He stated the Town, Parks & Recreation Department and Town Engineer will have input on the outcome, and the pricing was still based on the RFP.

ACTION: Council Member Yaffe made a motion to authorize the Town Manager to negotiate the cost and enter into an agreement with Waypoint Contracting, Inc. for the Design-Build Project BHI-228-92nd Street Dog Park Extension. Vice Mayor Tricoche seconded the motion, and it passed unanimously.

9. **Consideration** and **Ratification** of an approved proposal by David Mancini & Sons, Inc. for the amount of \$145,351.97 for the Emergency By-pass work (performed under emergency) for the Town's Sewer Main Pump Station D, in accordance with Section 2-1.3 of the Town Code, Emergency procurements.

ACTION: Council Member Yaffe made a motion to approve the proposal. Council Member Diallo seconded the motion, and it passed unanimously on a poll vote.

10. **Discussion** and **Possible Action** regarding a proposal received by David Mancini & Sons, Inc. for the amount of \$1,194,350.00 for the emergency replacement of the three (3) sanitary sewer pumps at Main Pump Station D, in accordance with Section 2-1.3 of the Town Code, Emergency procurements.

Council Member Salver asked why this item and Item #9 were bifurcated and how much of the amounts for Items #9 and #10 will be eligible for reimbursement. Town Manager Lasday explained Item #9 was for work in the middle of the whole pump, and the town will be submitting to FEMA for reimbursement of the entire amounts, and expects a substantial reimbursement.

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

11. **Consideration** and **Approval** to issue a Request for Qualifications (RFQ) to select a Consultant to evaluate the whole system for infiltration/inflow and capacity of the lift stations.

ACTION: Council Member Bruder made a motion to approve the issuance of the RFQ. Vice Mayor Tricoche seconded the motion, and it passed unanimously on a poll vote.

12. **Consideration** and **Approval** of a Request for Qualifications (RFQ) to select a Consultant to evaluate the feasibility of installing stormwater injection wells and/or pump stations in the Town, sponsored by Mayor Joshua Fuller.

ACTION: Council Member Bruder made a motion to approve the issuance of the RFQ. Council Member Yaffe seconded the motion, and it passed unanimously on a poll vote.

14. **Consideration** and **Approval** of a request by BH Investment LLC, owner of the property located at 1135 103rd Street, to extend the use of the Temporary Sales Center to May 2023, in connection with the development of an eight-story building with 41 high-end residential units. Enclosed is the applicant's Letter of Intent and other supporting documents.

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

DISCUSSION ITEMS:

15. **Discussion** and **Possible** action regarding Continuing Services contracts, sponsored by Council Member Stephanie Bruder.

Discussion took place regarding reviewal of old contracts for continuance or renegotiation. Town Manager Lasday will submit a list for consideration at the November meeting. She would request the Council ratify and approve the following engineering contracts at the November Council Meeting: WSP USA, Inc., Chen Moore and Associates, Inc. BCC Engineering, Inc., Atkins North America and 300 Engineering Group, Inc. The town will no longer utilize the services of Kimley Horn & Associates and Calvin Giordano.

It was the consensus of the Council for Town Manager Lasday to provide a list of the continuing services contracts for the next council meeting.

16. **Consideration and Approval** of an Employment Agreement between the Town of Bay Harbor Islands and Town Manager Maria Lasday. Enclosed is a copy of the draft agreement.

Mayor Fuller suggested a few alterations to Town Manager Lasday's contract. He suggested she did not need to attend all meetings, as long as a representative of her office attends in her stead. Town Manager advised she will try to attend all. Council continued by discussing the percentage rate of increase. It was discussed the Town Manager's salary is \$250,000, and Mayor Fuller suggested a 2.5% increase not including the COLA that is already a part of her contract. The Council continued to discuss average increase rates and compared other Town Manager salaries in the surrounding towns/cities. Council suggested several percentage increases as they want to remain competitive with other cities.

Council Member Bruder suggested increasing the salary to \$12,500 in dollar amount as opposed to a percentage; she suggested \$12,500 just in merit increase. Vice Mayor Tricoche stated that was about 5% increase. Council Member Bruder suggested she was willing to round up the amount to \$20,000 to include both merit and COLA. Vice Mayor Tricoche was fine with making the merit increase to \$15,000. It was the consensus of the Council the new base pay will be \$265,000 to include a \$15,000 merit increase.

Mayor Fuller asked Town Attorney Geller to find a way to minimize tax implications for the \$100,000 loan that was written off in \$20,000 increments. Town Attorney Geller responded he was looking into the matter, and if there was a way to do so, he will come forward and suggest it.

Council Member Salver added the IRS code states forgiveness of debt is taxable. He suggested stretching it out further; otherwise, if there was a set repayment schedule it would be included in her W-2. Town Manager Lasday responded she was already making quarterly payments on loan to the IRS.

Council Member Bruder stated she cannot attend the November 9th meeting. She asked the Council if it can be rescheduled. They discussed several dates but did not come to an agreement. It was the consensus for Town Clerk Hamilton to find a mutual date.

ACTION: Mayor Fuller made motion to increase the base by \$15,000; not requiring the Town Manager to attend all town meetings; and for the Town Attorney and the Finance Director to find a way to minimize tax impacts on the loan. Council Member Bruder seconded the motion and it passed unanimously on a poll vote.

17. **Discussion** and **Possible** action regarding revision to Section 23-11(B1)(9) of the Town Code to lower the allowable building height for Multiple-Family single lot sites, introduced by Council Member Isaac Salver.

Council Member Salver stated the building height for single lot multi-family is not working. He stated all the single lot proposals look like pyramids because the spacing alone limits the developer to what can be built. Council Member D'Amico agreed with Council Member Salver, and suggested this should be studied before making any changes. Mayor Fuller agreed but felt that could be a liability for the town. Council Member D'Amico added she doesn't think the height was going to change, however, the Town can give incentives to create more creative spaces, which can be done by performing a massing study.

Council Member Salver added the Town Charter states a building should not be over 75 feet, but because building from base flood elevations is forced upon the Town, that causes the Town to have bigger buildings; he felt that if taken to court, the Judge would side with the Town. Town Attorney Geller added that reducing height was very close to down zoning; and there are property rights and state statutes and can be interpreted that way. He also added Council Member D'Amico's suggestion for incentives would not be viewed as down-zoning because it's not coercive. He further stated at some point it was not illegal, if the town decided to have a lower maximum height-but must be willing to spread that cost across the town. Council Member D'Amico asked Town Attorney Geller if the town wanted to stay at the 75 feet and adjust it based on the base flood, would that keep the town in the same position legally. Town Attorney Geller responded if the town didn't down-zone and started other requirements or incentives, certainly that would be a different proposition, rather than imposing on a property how much can be built. He advised it was within the power of the town, as the town is not prohibited, but can have financial repercussions.

Council Member Salver agreed with giving incentives and probably even TDRs but thought the Council should pass a resolution to include a moratorium until the Comprehensive Plan, the Future Land Use map, and the code were reviewed. He further added he disagreed with developers applying to the Design Review Board just so they think they're grandfathered in. The Design Review Board should not be making the decision whether to grandfather a project.

Town Attorney Geller stated he would conduct more research, if the Council was moving towards zoning-in-progress. Council Members Yaffe and Bruder also suggested this should also apply to single-family homes. Council Member Bruder suggested a workshop to include several architects and planners that work specifically in sustainability to present on safety, and requirements for new developments to make the new properties better.

Council Member Salver made a motion to enter a moratorium for six months. Town Attorney Geller suggested to have workshops before voting on a moratorium. Council Member Bruder disagreed with the Town Attorney's suggestion and would rather do a moratorium and then hold the workshops. Council Member Salver added there could be more creative ways of achieving the goals, but also didn't want to continue violating the charter by continuing to approve projects over the height limit.

Council Member Salver made a motion to hold a special meeting devoted to the Comprehensive Plan, Future Land Use Map, Building Code language and Land Development Regulations. Town Attorney Geller suggested that there could also be a meeting of the LPA to take some action on the overdue items.

Council Member Salver amended the motion to hold a Special Meeting devoted to the Comprehensive Plan, Future Land Use Map, Building Code language, and Land Development Regulations to include LPA. Council Member Bruder seconded the motion. The motion was not voted as it was the consensus of the Council to meet on the item.

There being no further business to address the meeting adjourned at 10:35 P.M.

MAYOR

ATTEST

TOWN CLERK

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

A Special Meeting of the Town Council was held on Wednesday, November 3, 2022, at 4:30 p.m. Upon roll call the following members responded:

Mayor Joshua Fuller	
Council Member Stephanie Bruder	Council Member Teri D'Amico
Council Member Molly Diallo	Council Member Isaac Salver
Council Member Robert Yaffe	

Vice Mayor Elizabeth Tricoche was absent.

Mayor Fuller welcomed new employees Public Works Director Jason Atkinson and Deputy Town Cynthia Garcia. He then announced lanes will be shut down from November 3rd through November 5th to allow the removal of the crane on 95th street on the Bal Harbour side.

Town Attorney Geller announced that the meeting was a workshop, and no action will be taken; therefore, a Resolution will not be adopted tonight.

Mayor Fuller instructed members of the Public to fill out a speaker card to be allowed to speak at today's workshop.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and thanked the Council for considering a building and zoning moratorium, adding especially with failed TDR program, failed Parking Trust Fund with an overcrowding of municipal parking spaces, Council approval of old lapidated FPL wirings, allowing FPL to object to Town code for underground wiring, and Council approving non-compliant sites. She asserted the Town continues to ignore the Comprehensive Plan and Flood map by issuing Building Permits that cause increased congestion in the streets, especially in Block 11; does not provide adequate transportation, conserving the values of buildings, and inappropriate use of land around the town.

PUBLIC COMMENT CLOSED

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.)*

1. **Consideration and Approval** for the issuance of a Request for Qualifications (RFQ) for Engineering and Architectural Continuing Services Contract. The purpose is to select a new pool of consulting firms in accordance with Section 287.055 of the Florida Statutes, Consultants' Competitive Negotiation Act (CCNA). Enclosed is a copy of the RFQ document.

2. **Consideration and Approval** to enter into a Time and Material Agreement with WSP USA, Inc. for the Not-to Exceed amount of \$50,000 to provide engineering support, project management/coordination and permitting related to the Sanitary Sewer Pump Station Emergency caused by Hurricane Ian. Enclosed is a copy of the Agreement.

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

RESOLUTION:

3. **Consideration and Approval** of a Resolution relating to a declaration by the Town Council of zoning-in- progress by adopting a temporary moratorium on the issuance of new building permits, the approval of new Site Development Plan Applications by the Design Review Board and/or the Town Council, and the submittal of new Site Development Plan Applications to the Town by the earlier of 180 days or the final adoption of revisions to the Town's Zoning and Planning Code, in accordance with the provisions set forth in Section 23-16.1 of the Town's Code of Ordinances for the purpose of studies and possible revisions, if deemed necessary, to the Town's Land Development Regulations for both the East and West Islands.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RELATING TO A DECLARATION BY THE TOWN COUNCIL OF ZONING-IN- PROGRESS BY ADOPTING A TEMPORARY MORATORIUM ON THE ISSUANCE OF NEW BUILDING PERMITS, THE APPROVAL OF NEW SITE DEVELOPMENT PLAN APPLICATIONS BY THE DESIGN REVIEW BOARD (DRB) AND/OR TOWN COUNCIL, AND THE SUBMITTAL OF NEW SITE DEVELOPMENT PLAN APPLICATIONS TO THE TOWN BY THE EARLIER OF ONE HUNDRED EIGHTY (180) DAYS OR THE FINAL ADOPTION OF REVISIONS TO THE TOWN'S ZONING AND PLANNING CODE, IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION 23-16.1 OF THE TOWN'S CODE OF ORDINANCES; FOR THE PURPOSE OF STUDIES AND POSSIBLE REVISIONS, IF DEEMED NECESSARY, TO THE TOWN'S LAND DEVELOPMENT REGULATIONS FOR BOTH THE EAST AND WEST ISLANDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE .

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

Council Member Salver explained that the meeting came as a result of a discussion item sponsored by him at the last Regular Council Meeting relating to single lots multi-family developments on the East Island. He felt the visual aspect of these large buildings along East Bay Harbor Drive was not compatible and suitable for the island. As the Council further discussed the issue, other elements of the Town's Building Code were brought up, as in his opinion some of the homes submitted for approval were overbearing. The dialogue involved the Comprehensive Plan that each municipality is required to have, and its update was overdue.

Council Member Salver added that the sewer system was damaged at some level after Hurricane Ian. Some of the pumps were not functioning and caused raw sewage to be emitted into Biscayne Bay and surrounding waters. He added the Town has several concerns that led to this point, and as a result, the idea of a moratorium came up from the last meeting to discuss the Council's concern regarding future development in the Town.

Council Member Bruder stated her reasons for calling this meeting were similar, but different because she was concerned about sustainability in the West Island and felt the Code needs to be reviewed, as it's been 20 years since its last review. She stated the height of the seawall is extremely important and felt it should be looked at. As to moratorium, she explained one can move forward, if they had a site plan approval, as she did not want to impede someone from not proceeding with their project, if it was approved. However, if there was no approval, then a pause should be taken. If one has approval that needs revisions, that alone shouldn't impede the developer from proceeding. She stressed the fact she didn't want to stop or harm but wanted to work together. She suggested a Junior Planner should be hired first, to work on updating the Code for the West Island first.

Council Member D'Amico stated the Comprehensive Plan provides the opportunity to create the Town's vision and mission, so that the process is clear and fair for everyone. She stated the bridge project is a big one, and ensuring the safety of the residents of the town would be better accomplished by updating the Comprehensive Plan.

Council Member Yaffe stated he felt the Land development regulations should be reviewed, as a community. The Town has a Charter Ordinance Review Committee that needs to be reconstituted with volunteers, as it's not a Council but a residents committee. He was not in favor of a moratorium, particularly in the West Island. He stated the town can review the regulations without imposing a moratorium. He did not agree the issues in the East and West Islands are different, and felt the islands share the issue of flooded roads. He stated the town needs to look at the regulations and at updating the Comprehensive Plan.

Mayor Fuller stated he was not in favor of a moratorium but agreed with trying to improve changes in the Town. He felt there was no question as to updating the code and/or the Comprehensive Plan but was not in favor of freezing every type of growth in the Town. He believed in property rights, but at the same time ensuring that any upgrades do not interfere with neighbors' rights. However, his intention was not for residents or new residents to be affected, because previous management failed to update the Comprehensive Plan. He reiterated he was not in favor of freezing anything.

Council Member Yaffe added the Council does not typically meet in December, but suggested a meeting in December, if the Council continued to discuss the issue.

Town Attorney Geller informed the Council, if they decided to proceed, the amendments would need to be in the form of an ordinance, which will require two (2) hearings as opposed to a Resolution, in order to comply with State law. He also suggested the Town should have a Zoning-in- Progress ordinance.

Council Member Bruder asked Town Attorney Geller to explain the difference between zoning-in-progress and moratorium. Town Attorney Geller explained the moratorium will not allow certain items to go forward until the issue was studied and resolved, must be specific, and limited in time. A zoning-in-progress is an ordinance in which the Town provides notice to people who are in the process or pending a site plan approval that they are looking to make changes to the zoning code which may affect them. Council Member Bruder asked if the zoning-in-progress can be done without the moratorium, and if the

zoning-in-progress is very specific to the code amendment being sought, doesn't stop anyone from moving forward. Mr. Geller responded the zoning-in-progress can be done without a moratorium and the code amendment doesn't stop anyone from proceeding.

Town Attorney Geller advised the Council they cannot take action today. He suggested placing the item for discussion on next week's agenda and determine which areas they wanted to address in a Zoning-in-Progress ordinance, then hold Special Council Meetings for first and second readings. Mayor Fuller advised he would like to hear public comments and go from there.

PUBLIC COMMENT

Sebastian Detullio, 1271 94th Street, came forward and stated that stopping construction was not ideal and would be devastating to the Town. He stated a new home was being built behind his, five (5) feet from his property; his property is 15,000 square feet; and he felt boxed in. He felt this condition needed to be changed. He stated the Town continues to approve massive projects with five (5) feet setbacks. While he believed in property owners' rights and being allowed to do what they want, he also felt the Town should look into the setbacks.

Adam Ziefer, 10350 W Bay Harbor Drive, came forward and thanked the Council for allowing the public to speak on the matter. He asked that a freeze not be added as it would be detrimental to property value.

Stephanie and Jonathan Moore, 1331 99th Street, came forward and stated they recently bought a property on the West Island and found there was a possible moratorium, three days later. Mrs. Moore stated she was hoping to build their dream home, but now that might change. She asked the Council to allow those that have purchased homes or multi-family under the current zoning to still build under the original plans, because it would be detrimental to her family. Mr. Moore added they want to live in Bay Harbor for a long time, as it's a beautiful town. He believed a moratorium, in such a short period of time, seemed impulsive. He felt by doing this, people who have their life savings invested, the value of their properties would decrease.

Mickey Morrera, Bercow Radell, 200 S Biscayne Boulevard, Miami, Florida, came forward and stated he represented Stephanie and Jonathan Moore. When they met, they spoke of the zoning and the urgency of getting their project completed, because they were expecting their third child. They also represent the Finvar Group, and this is their first project in their hometown. Their project is in the Design Review Board stage and hadn't been approved. He asked the Council to allow them to proceed on their projects.

Developer James Curnin, 10200-10290 E. Bay Harbor Drive, came forward and stated he has three projects, two of which already have received site plan approval. The third project was in the process. He had been working with staff for more than a year on his third project to find that the Council was considering placing a moratorium; which he felt was unfair practice. He stated the Town had asked him to bury FPL poles as a sign of good faith at his own expense, and he agreed. Now to be told, he cannot move forward on projects that will benefit the town. He requested the Town not move forward with the moratorium.

Janet Adler, 10350 W. Bay Harbor Drive, came forward and stated she was on the Design Review Board, and site plan approvals coming forward are the 10,000 square foot homes with nine toilets and fourteen showers. She felt something needed to be done, because the Town does not have the infrastructure to hold these developments. Other site approvals are requesting a second floor to include a fire escape to the roof. The Design Review Board cannot negate this, but instead opt to state they don't like the design. She referred to an apartment building in front of her property that has three pools on the roof, one for the community and two on the side. She suggested solar panels be on the roofs instead of pools as a code requirement. She added there are buildings that have eight floors with eight apartments in the building, and because of how the code is written, they are not required to have parking for visitors, which must be looked at.

Jeffrey Bass, 46 SW 1st Street, Miami, Florida came forward and stated a moratorium was not the solution. He stated he was present representing his client who bought a property to build homes for his family. He stated there are well established processes and procedure that require data and analysis and community input to reshape the Comprehensive Plan to craft zoning regulations to implement it. He encouraged the Council not to proceed with the moratorium.

Lee Cohen, 1055 93rd Street, Miami, Florida, came and stated he bought a property on the East Island to build homes for his family, and it is a place that he loves and wants to call home. He stated they designed the building with 9 TDRs and was not looking for additional TDRs and parking. He stated he was complying with all the code requirements. He asked the Council not to proceed with the moratorium.

Ari Pearl, 10143 E Bay Harbor Drive, came forward and thanked the Council for listening to the public on this issue. He stated he purchased the Bay Harbor Towers property, which is worth four times more than when originally purchased. He purchased the property to redevelop based on the current code and was designed aligned with the code. The development will consist of family- friendly units. He has worked with staff to not overdo it on the density. He stated the current DRC process was cumbersome and more complex than other municipalities and towns. He stated he has spent over \$1 Million to date in this process and over \$32 million in closing costs; and a moratorium would be devastating. He stated he was looking forward to proceeding with this project.

Ira Sussman, 9861 E. Broadview Drive, came forward and stated that he moved to this community over 30 years ago and was fortunate that his younger daughters bought properties in the East and West Islands. His daughter was in the process of going through site plan approvals, and with the process being costly, he was asking the Council to reconsider the moratorium. He also suggested not overregulating to the point where people have second thoughts about purchasing in Bay Harbor Islands.

Council Member Bruder asked her fellow Council Members if there was a desire to place a moratorium, before continuing with the meeting. Council Member Salver stated based on the majority of the public's comments and advice of the Town Attorney, there were solutions that do not include a moratorium; and he would vote against a moratorium. Council Member D'Amico stated that she was considering Zoning-in-Progress to clear up issues such as zoning and setbacks. Council Member Yaffe stated he was against a moratorium. He further stated that from a legal standpoint, the town cannot proceed. The code was outdated and needs to be revised; and it was unfortunate a moratorium was mentioned. Council Member Diallo stated she was not in favor of a moratorium. She agreed there are items that need to be discussed, but didn't feel adding a moratorium when people were in the middle of the process. Council Member Bruder advised the public the Council will be working on amending the code, and suggested they be involved when the changes were being made by attending the hearings on the ordinance. Mayor Fuller stated he was against the moratorium.

Alexander Rindner, 9841 East Broadview Drive, came forward and stated his wife grew up in Bal Harbor and intended on building a home. He was working with an architect; have submitted the site plan to the Design Review Board; have received comments; and have resubmitted. The property is currently a vacant land, and they are incurring significant expenses while building their home. He stated the proposal will derail building their homes and asked that the proposal does not affect single-family homes in progress.

Rachel Sussman Rindner, 9841 E Broadview Drive, came forward and stated she acquired the lot next to the home she grew up in. They chose an architect and designed the home based on the town's code. She submitted her plans to the Design Review Board and received minimal comments and resubmitted the plans. She stated that unless single-family homes were excluded from the moratorium, the Town will be harming her family causing time, delay, and unnecessary expenses. She requested the Council exclude her property from any moratorium.

Alexander Feldman, 9261 East Bay Harbor Drive, came forward and stated he was the manager of the development located at 9700 West Bay Harbor Drive, an eight-unit residential development. He explained the development was being done by eight families who intend to keep and raise their families there. Each family had already chosen each unit. Last year September, he saw the property for sale and placed a contract because of the town's transparent zoning and guidance from architects. He stated he understood their site was exempt from the moratorium and did not impact their progress.

Marissa Amuial, Akerman, 98 SE 7th Street, representing Alexander Feldman, came forward and stated this project was building an eight unit residential with each family having a unit. The project was approved by the Design Review Board. She advised they had prepared a couple of suggestions, just in case the Council moves for a moratorium that they would like to enter into the record.

Daniel Siegel, 1135 92nd Street, came forward and stated he has been living in the town for the past three years. And he does not own property, but as a community he had a vested interest in the town. He thanked the Council for their service. He stated this community is the best one in the world. He stated there are core issues that need to be addressed, so the community continues to thrive for the next 75 years.

Ree Stoppa, 9881 East Bay Harbor Drive, came forward and stated the Town was far behind. She stated the building she lives in was overdue for recertification for years; her landlord continues to perform business without a license in the state; and collect rent. She suggested the Town work on updating the code.

Frances Neuht, 1060 Kane Concourse, came forward and stated that she has lived in the town for over 35 years and owns properties on the Kane Concourse. She stated the Church by the Sea relocated from Bal Harbour to the Town, and they were granted all they have requested.

Marissa Hara, 200 S. Biscayne Boulevard, Miami, Florida, came forward and stated she appreciated the Council for not moving forward with the moratorium and was willing to work on the amendments being proposed. She added in comparison to other municipalities in South Florida, the town has a very rigorous predevelopment review process. Most of the projects require two meetings with the Development and Review Committee (DRC) and then multiple hearings with the Design Review Board, before they can get permitted, which then requires another layer of extensive review. She added this process was a testament of the Town's commitment to the quality of development that takes place in the Town. However, and applicant including single-family homes must begin preparing for DRC's initial review months in advance to meet the minimum requirements, and DRC requirements are the same as DRB and Town Council requirements. The plans approved by the DRC are the same ones submitted to the DRB and Council. By the time the application reaches the DRB and Council, the applicant has spent significant amount of time and financial resources in engaging to prepare the plans that are required for submittal. She suggested that if ever a moratorium was raised, she requested the DRC be exempted.

Jeff Bercow, 200 South Biscayne Boulevard, Miami, Florida, came forward and stated he was here at the last moratorium. He stated there are developers like Ari Pearl that have spent hundreds of thousands of dollars on extensive set of drawings to get into the process and should be allowed to go forward with their projects.

Bobby Saland, 9448 W. Broadview Drive, came forward and stated he used to sit on the Zoning Board for the Town. As a Board member putting size restrictions on homes was a constant topic; in essence the Town already has restrictions such as setbacks. He suggested the Town take some of the tax revenue and bury the electric underground. He mentioned his light goes off once a week, and the residents in his block would like to see this happen instead of focusing on big homes.

Steven Wernick, 320 Miracle Mile, Miami, Florida, representing 9955 Bay Harbor Development LLC, came forward and stated the Council was making a wise decision not to proceed with the moratorium.

Michael Landa, 9418 W Broadview Drive, came forward and stated he agreed with Bobby Saland on the overhead FPL wires. He stated he was contemplating taking his own home that was built in the 1950s and bringing it up to code and sustainability, which takes a lot of finances to get to the Design Review Board. He stated he understands the objections to the larger homes but felt there was a disconnect where the Town was forcing people to build bigger homes than smaller homes because there's no credit within the 80% rule.

Mr. Landa stated he redesigned his house to accommodate and must build a bigger house as opposed to the original house he wanted to do. He suggested amending the code.

Matt Amster, 200 S. Biscayne Boulevard, Miami, Florida, came forward to address the Council and stated his firm represents many property owners and developers in the Town. He was happy with the discussion and where the Council stands. He suggested it was important that the Council takes the public into consideration when amending the code as they also have concerns about what may affect them. The specificity and due process were all very important, so everyone understands what may be coming to get the input needed to move forward in an appropriate way.

A representative from BH Realty Inc., came forward and stated the values of property have increased, which the Town is benefiting from. He suggested the Town not destroy value; but instead create value, update the code, and do not stop investments.

Council Member Bruder and Salver withdrew their motions. It was the consensus of the Council to have staff return with a list of potential changes for review.

There being no further business to address the meeting adjourned at 5:34 P.M.

MAYOR

ATTEST

TOWN CLERK

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

A Regular Meeting of the Town Council was held on Monday, November 28, 2022, at 7:07 p.m. Upon roll call the following members responded:

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

SPECIAL PRESENTATION:

1. Retirement of Officer Kathy Sullivan

Chief Diaz gave a brief introduction on Officer Kathy Sullivan and her years of service with the town. The Council thanked Officer Sullivan for her years of service and dedication to the Town. Deputy Chief Noel presented Officer Sullivan with a plaque; and she thanked the Council and community for the honor of serving the residents of Bay Harbor Islands.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Town Manager Maria Lasday requested Item #5 be moved from the Consent Agenda to Town Manager's Items; Council Member Bruder asked that Item #12 be heard after the Consent Agenda; Mayor Fuller advised he would be recusing himself from participation in Item #7 as he is the counsel for a party in litigation not associated with the item, but one of the defendants was being represented by one of the counsels associated with the appeal.

Town Attorney Geller explained the Appellant was requesting an appeal, but the successful party at the Design & Review Board Meeting did not agree to having the item deferred. He advised it was to the consensus of the Council to decide whether to defer the item when it was brought forward, with Mayor Fuller recusing himself.

Council Member Salver also recused himself as he is part of the Condominium Association Board, which was the Appellant in the matter.

TOWN MANAGER'S REPORT:

Town Manager Maria Lasday reported on the following:

- Introduced new employees Public Works Director Jason Atkinson and Town Engineer Rodney Carrero-Santana.
- Swing All-Stars Holiday concert to be held December 4, 2022.
- Outdoor Movie Night on December 17, 2022, featuring the Minion-The Rise of Gru.
- Snow Day on December 18, 2022.

- Winter Camp to on December 27, 2022.
- The Florida League of Cities Legislative Conference from December 1, 2022.
- Town Hall experiencing air conditioning issues and A/C will need to be replaced soon.

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

Council Member Diallo congratulated Officer Sullivan and welcomed the new employees. She reported on her attendance at the Motown Hits Concert and the Florida League of Cities Dinner, and hoped everyone had a wonderful Thanksgiving.

Council Member Bruder hoped everyone had a wonderful Thanksgiving and wished everyone Happy Holidays. She urged the residents to drive safely, since the kids will be out for winter break in December.

Council Member D'Amico reported on an oil spill in Indian Creek, which polluted for several hours, from a barge that collapsed with a crane on top about 5:00 a.m. Council Member Bruder asked if the Fish & Wildlife followed up on the spill. Council Member D'Amico stated they ignored the issue; she tracked down the barrel that was still full, which ended up in North Miami Beach; and will continue to follow up on the issue.

Council Member D'Amico stated she was sad that the Town did not hold the Phoenix Life Project event, which she felt was a benefit to the community; and asked if it was due to the interlocal agreement and not being able to control the turf. Council Member Bruder stated she didn't believe the turf was the issue. Town Manager Lasday explained the interlocal agreement is for the town's events and allowing them use of the school would require the town to co-sponsor the event. If not, the event coordinator would require a facilities agreement with the school. Council Member D'Amico believed the event should be held in the town as it will provide mental health to the kids and the community that have gone through so much with the Surfside event. Mayor Fuller advised the issue was liability. He stated the town helped, but in co-sponsoring the event, the town would be incurring liability. He added the town was happy to assist; but ultimately, it will be subject to the agreements with the school, as they require a specific agreement regarding liability, which the vendor failed to do. Council Member D'Amico continued to advocate for the program to be held in the Town. Council Member Bruder and Vice Mayor Tricoche suggested the event be held in Haulover Beach. Mayor Fuller added the Council was not against scheduling the event; the Town didn't want to incur additional liability but will assist in any way it can. He further stated the event coordinator requested additional police officers beyond what was budgeted for. Town Manager Lasday stated that Council's approval will be required to provide the additional officers for the event. She suggested use of the 95th Street Park and street area in front of the park, but they didn't agree. Mayor Fuller explained to the public that the event coordinator requested to hold a mental health awareness fair in the school grounds.

Council Member Yaffe hoped everyone had a safe Thanksgiving. He asked Town Clerk Yvonne Hamilton if the town will be holding a meeting on December 15, 2022, and she responded they were trying to reach a mutual date. He reported he attended Officer Sullivan's retirement luncheon today, which was very well attended. He thanked her for her years of service. He stated he also attended the Miami-Dade League of Cities meeting last month and will be attending the Florida League of Cities event later this week, for which he is a member of one of the policy committees to formulate policy positions for the next legislative session.

Council Member Salver wished the public happy Thanksgiving and holidays for the month of December. He reported he attended Officer Kathy Sullivan's retirement luncheon that was a touching event and was honored to be present. He also mentioned attending the Miami-Dade County League of Cities meeting last month and will also be attending the Florida League of Cities event this week and is on the executive committee. He mentioned he participated in a senior's gathering at the Community Center. He complimented staff on the holiday decorations. He also raised a concern as to the crosswalk on 96th Street not changing without pressing the button; as some people are not allowed to press the button on the Sabbath. He stated he was approached about the crosswalks being programmed to change periodically to once every 60 seconds.

Vice Mayor Tricoche mentioned she had received questions as to why the nativity and the menorah were not displayed. She explained to the public the Shul and the church lend them out, and the town was not responsible for the timing of when they are placed. She reported she attended the employee lunch for Thanksgiving and thanked the staff for making the Town great. She also pointed out she toured the police gym, and Chief Diaz was allocating an hour to each officer to use the gym. She expressed her appreciation to the commitment that is being made to support their health and needs, which is what makes the town great.

Mayor Fuller thanked the Public Works Department for fixing the A/C. He congratulated Officer Sullivan on her retirement. He thanked the Chief and staff for a wonderful job on the Veteran's Day event and thanked them for their service. He reported on his attendance at the Florida League of Cities dinner and intention to be at the Florida League of Cities event later this week. He stated he also attended the National League of Cities event in Kansas City that focused on infrastructure, which was useful. He wished everyone a wonderful and safe holiday season. He announced the 75th Anniversary celebration to be held on February 3rd through February 5th and encouraged the public to add the event to their calendars.

PUBLIC COMMENT

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

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and thanked the Town Manager, Council Member Bruder and Assistant Town Manager Jenice Rosado for the beautiful lights displaying in the town. She also thanked Council Member Yaffe for the turkeys, that she gave to needy people. Council Member Yaffe advised the public the Miami-Dade League of Cities holds a turkey drive every year, and Publix gift cards were given this year. Ms. Kennedy also thanked Joel Jacobi for addressing several issues around the school. She asked the community to support the Toys for Tots by donating toys for the kids. She requested the Council provide a meal for the holidays to residents whose leases were not renewed. She thanked Officer Sullivan for her service and wished everyone Happy Holidays.

Anna Marie Stoppa, 9881 East Bay Harbor Drive, came forward and stated she had documents showing Council Member Bruder owned 9881 East Bay Harbor Drive. Council Member Bruder informed the public she did not own the property, never had, and that it was owned by a corporation of her mother-in-law. Ms. Stoppa stated there was a gap on the recertification of the property. She stated the new owners failed to have a Business License, and she served them with a notice to bring the building up to code.

Frances Neuhut, 1060 Kane Concourse, came forward and stated developers are building and paying minimal impact fees; waived parking requirements; and ignoring the proper setbacks, greenspace, and breezeway. She stated the infrastructure needs replacing-flooding, traffic, and density increasement with municipal parking spaces disappearing. She asked why the Town accepted a loss by allowing Church by the Sea to move to the town.

COMMITTEE REPORTS:

There were no 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 an agreement between the Town of Bay Harbor Islands and ClearGov for ClearGov Budget Preparation Setup and Subscription Fees, via BuyBoard Purchasing Cooperative, not to exceed \$30,000 per year for Fiscal Years 2022 through 2025, under the piggyback purchase provisions, pursuant to Section 2-1.2(6) of the Town's Procurement Regulations. The total cost of ClearGov Budget Preparation Setup and Subscription Fees will be \$106,600.00.
3. **Consideration and Approval** of the Council Meeting dates for the 2023 calendar year.
4. **Consideration and Approval** of an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level.
6. **Consideration and Approval** of an Agreement between the Florida Department of Transportation and the Town of Bay Harbor Islands Regarding the Shepard Broad Causeway Bridge.

ACTION: Council Member Bruder made a motion to approve the Consent Agenda. Council Member Yaffe seconded motion, and it passed unanimously.

5. **Consideration and Approval** of an agreement with a vendor/venue to host the Annual Employee Banquet.

Town Manager Lasday informed the Council that the item was pulled from the Consent Agenda because originally, there was only one quote. A second quote was received and she wanted the Council's decision on where to host the event. She stated the Rusty Pelican quoted \$30,000 for January 25th and Miami Shores Country Club quoted \$20,000 for January 26th. Council Member Salver suggested Miami Shores Country Club, because even though Rusty Pelican has a beautiful view, they have limited parking spaces. Council Member D'Amico concurred due to the ample parking and its closeness to the islands. Council Bruder also agreed. It was the consensus of the Council to hold the event at the Miami Shores Country Club on January 26, 2023.

ACTION: Council Member Bruder made a motion for the Annual Employee Banquet to be held at Miami Shores Country Club. Council Member D'Amico seconded the motion, and it passed unanimously.

12. **Discussion and Possible** action regarding a Memorandum of Understanding between Bay Harbor Islands and the PBA regarding the "Military Service Buy Back Program" multiplier for Police Officer Alan Castellanos. Sponsored by Council Member Stephanie Bruder. He explained the item concerns an issue with the pension compensation and estimates of buying into the Pension Plan, not through years of service with the Town, but through military service-a provision that was negotiated with the PBA. The police are allowed to buy into the program with service through another agency or the U.S. Military.

Council Member Bruder clarified when Detective Castellanos bought into the program in 2014, it was to be at a rate of 3.5, but the CPA did not follow through; and it was done at a rate of 3.25 instead. She stated he has all the documentation to prove such. And the Council needs to approve to allow anyone to buy into the program prior to 2014.

Finance Director Peter Kajokas came forward and stated there would be no cost to the Pension Plan regarding this issue.

Mike Alderman, Staff Attorney for the Police Benevolence Association (PBA), 10680 N.W. 25th Street, Miami, Florida, came forward and stated Detective Castellanos served in the army from 2001 to 2009 and started working for the Town in 2013. When the opportunity afforded this program, he expressed interest, but the mechanism for doing so was not in effect yet. A study was done in 2018 that had all the numbers done. The Memorandum of Understanding entered into limited the employee to have been in the service with the Town prior to 2014; therefore, it afforded him the benefit he bargained for.

Council Member Salver stated that prior to the contract that ran from 2014 to 2017, police earned their pension with a 3.25 multiplier which is the only reason why this matter was brought up. His concern as the Chairman of the Retirement Board was that all police officers were treated equally for that period.

ACTION: Council Member Bruder made a motion to approve the Memorandum of Understanding. Council Member Salver seconded motion, and it passed unanimously.

PUBLIC HEARING

7. **Discussion and Possible action** with respect to the 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.

Council Member Salver and Mayor Fuller recused themselves from this item. Town Attorney Geller opined he didn't feel there was any possible conflict. However, they were permitted to do so. He wanted the record to reflect there wasn't any actual conflict.

Council Member Bruder was under the impression this item was deferred. Town Attorney Geller responded the town received a letter from the Appellant asking for the item to be deferred; the town informed the Appellee and they advised they did not agree to it. The request was for a 90-day deferral and the counsel for the Appellant was present to speak.

Council Member Yaffe stated when a matter comes before the Council and the applicant requests a deferral, the Council typically agrees. The Appellant made a public records request and received the responsive records last week. Also, Town Clerk Hamilton provided the Council with a transcript of the DRB hearing tonight. He suggested it would be beneficial to have more time to review this case, but didn't feel it was appropriate to defer the matter for 90-days. He also added Mr. Sacks, attorney for Appellant, was in the process of having a conversation with the condominium association to resolve their differences and not move forward with their appeal. Council Member Bruder agreed to a 30-day deferral. Council Member D'Amico stated the appeal was freezing an application and should be heard as soon as possible.

It was the consensus of the Council that the matter be deferred to December, if a Council Meeting was held. Further discussion continued as to the rescheduling of a Council Meeting, and all agreed to hold the meeting December 15, 2022.

David Sacks, Attorney for the Appellant, 2 South Biscayne Boulevard, Miami, Florida, came forward and asked the Council to allow them the opportunity to be heard at the next regular meeting, while he settled the matter; if they cannot resolve by December 15th. Council Member Yaffe stated only if both parties agree to move the matter from December to January.

Joe Ruiz, Attorney for Appellee, 320 Miracle Mile, Suite 203, Miami, Florida, thanked the Council for the December deferral. He stated he was ready to present a full briefing today; and the December meeting was more than enough time. He added they have binders to provide to the Council. Vice Mayor Tricoche requested a copy of binders, which were given to all Council Members.

Vice Mayor Tricoche informed Mr. Sacks this matter will be settled in December, and if they wanted to defer, both parties must have agreed to do so.

Mr. Sacks requested the Council mandate a meeting with the association and the developer to reach an agreement. Vice Mayor Tricoche responded the Council cannot mandate a meeting, but can encourage a meeting to reach a mutual agreement that benefits the Town and both parties.

ACTION: Council Member Yaffe made a motion to defer the request for the appeal to a December 15, 2022 Special Council Meeting, and if the parties agree to further the matter to the next regular or special council meeting, they must advise the Town Clerk and Town the Manager the parties agreed to a deferral to the next meeting. Council Member D'Amico seconded the motion, and it passed unanimously on a voice vote.

ORDINANCES ON SECOND READING:

There were no ordinances for Second Reading.

ORDINANCES ON FIRST READING:

8. **Consideration and Approval** of an ordinance on First Reading amending Sections 23-16.1 and 23-16.2 of the Town Code pertaining to Moratorium and Zoning in Progress.

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.

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

Town Attorney Geller informed the Council Special Counsel Miguel Diaz de la Portilla was available for questions.

Council Member Salver asked the Special Counsel to provide a brief description of the ordinance. Town Attorney Geller explained the proposed ordinance will amend two sections of the Town Code, moratoria and zoning-in-progress. He believed the proposed ordinance was conservative and less likely to result in a lawsuit. The proposed ordinance allows the town to declare a moratorium or zoning-in-progress, should they wish to do so, in accordance with State law. It allowed an applicant to apply under an existing set of rules, and once the application is submitted, they will be entitled to proceed under the law at the time they applied. Council Member Yaffe informed the public the proposed ordinance may be adopted at First and Second Readings, but it did not mean the Council intended to adopt the Zoning-in-Progress or moratorium; the proceeding was just to bring the ordinance up to date in accordance with State law.

Special Counsel Diaz de la Portilla added that the ordinance sets up a framework and does not impose a Zoning-In-Progress or Moratorium.

PUBLIC COMMENT

Jeffrey Bass, 46 S.W. 1st Street, Miami, Florida, came forward and asked the Council to confirm if the proposed ordinance were approved on First and Second reading, if it would then allow the Council to set a Moratorium. It was clarified the Council was not declaring a moratorium; but was instead setting the table to declare a Moratorium lawfully by ordinance when needed.

Frances Neuhut, 1060 Kane Concourse, came forward and stated she made a request on April 8, 2021, for a Moratorium to stop issuing permits to Church by the Sea because they are polluting the water.

Maritza Haro, 200 South Biscayne Boulevard, came forward and thanked the Council for reconsidering the discussion of a town Moratorium and working on updating the Town Code consistent with applicable law. She felt it was not entirely clear when the proposed ordinance for Zoning-in-Progress starts for any proposed new legislation, plus the Zoning-in Progress section appeared to mimic the Moratorium section and halts development during pendency of the legislation. She stated her understanding on Zoning-in- Progress that it puts applicants on notice on the proposed changes that will likely be implemented, and may impact their development; unless exempted, and the applicant would have a right to choose to either wait on the outcome, proceed at their own risk, or modify their plans. If that were the intent, then she recommended language be added to allow applications to move forward. She asked that it be specified Zoning-in-Progress would expire should the legislation not move forward, since not every proposed ordinance is adopted.

PUBLIC COMMENT CLOSED

ACTION: Council Member Yaffe made a motion to approve the ordinance on First Reading. Vice Mayor Tricoche seconded motion, and it passed unanimously.

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

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.

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

Council Member Bruder pointed out the town does not have ordinances related to Mechanical Lifts, and she discussed the sizes and the need to regulate the lifts. She asked Town Planner Michael Miller to survey surrounding municipalities regarding their process on Mechanical Lifts. She suggested adding language to the proposed ordinance grandfathering applications that have already been scheduled for the Design Review Board to have Mechanical Lifts on their project.

Council Member Bruder made a motion to amend the proposed ordinance to include grandfathering applications that are already at the Design Review Board stage, allowing the applicants to proceed with their Mechanical Lift request. Vice Mayor Tricoche seconded the motion.

Council Member D'Amico raised concerns as to the proposed ordinance missing information. Council Member Yaffe advised the town does not have an ordinance relating to mechanical lifts, and this proposed ordinance will regulate the installation and use of mechanical parking systems in the town. Council Member D'Amico requested language be added to the proposed ordinance as to who will be accessing the lift and the hours of operation. Council Member Bruder explained the proposed ordinance was at First Reading; it can be changed; and will not stop the Council from looking at other items relating to parking.

Council Members Bruder and D'Amico asked the Town Planner if the valet company must have an agreement with the Town, be certified and trained, and provide a yearly recertification of same. Council Member Bruder stressed the importance of the valet parking so the residents are not moving their own cars. Town Planner Miller will incorporate the concerns into the ordinance, but couldn't see how to stop individuals from getting into their cars, without using the valet.

Council Member Bruder asked Mr. Miller about adding liability insurance as a requirement. She then suggested the Council hold a workshop and make the necessary changes after.

Town Attorney Geller asked Mr. Miller to make certain language was added to the proposed ordinance based on the amended motion that if an applicant was already scheduled for the Design Review Board, the applicant will be allowed to proceed. Council Member Bruder noted only two projects were in the Design Review Board stage that should not be penalized, and should be allowed to move forward.

PUBLIC COMMENT

Jeff Bercow, 200 S. Biscayne Boulevard, Miami, Florida, stated he supports grandfathering any project that has been scheduled for Design Review Board's approval. He suggested Subsection 23-30.1.2 of the proposed ordinance be clarified to state that the 25% refers to the number of elevated cars. He explained that there is usually one car underneath and one on top in a typical lift structure. The car underneath would be there anyhow as a ground level car, and the town should be counting the one on top for percentage purposes.

Town Attorney Geller suggested adding the language into the proposed ordinance in parenthetical note that would say the 25% percent is a reference to the vehicles elevated greater than one foot.

Frances Neuhut, 1060 Kane Concourse, came forward and stated the Town is implementing these laws. However, the town does not have sufficient staff to check that the lifts are following procedures. She added the Design Review Board approved a project with 42 lifts, that they are not qualified to approve. She raised concerns regarding safety when using Mechanical Lifts.

Council Member Bruder thanked Council Member D'Amico for her work regarding the lifts; and stated the council's purpose in convening was to address ordinances regarding safety and regulations.

Tom Robertson, 200 South Biscayne Boulevard, Miami, Florida, came forward and stated Mr. Klaus, who does parking, was present and could answer questions about safety.

Maritza Haro, 200 South Biscayne Boulevard, Miami, Florida, came forward and thanked the Council for updating the code to include an ordinance regarding mechanical lifts. She also thanked Council Member Bruder for amending her motion to include projects in the Design Review Board stage.

PUBLIC COMMENT CLOSED

ACTION: Council Member Bruder made a motion to approve the ordinance on First Reading. Vice Mayor Tricoche seconded motion. After further discussion, Council Member Bruder made a motion to amend the proposed ordinance to include if an applicant is at Design Review Board stage, they should be grandfathered and allowed to proceed with mechanical lift requests. Vice Mayor Tricoche seconded motion as amended and the main motion, and it passed unanimously.

DEFERRED ITEMS:

There were no deferred items.

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

10. **Consideration and Approval** of a Resolution regarding FY 2022-2023 Budget Amendment No. 1 to (i) appropriate monies in the FY 2022-2023 Budget to fund the cost of the Town Public Works Director and Town Planner Positions and review of the Comprehensive Plan and the Town Charter; and (ii) for the replacement of three (3) sanitary sewer pumps at the Main Pump Station D and Discharge Piping Rehabilitation project. The actual cost of the sanitary sewer pumps project was reduced from \$1,194,350 to \$900,000, due to the different specifications required by Miami-Dade County. Only \$772,000 will need to be appropriated from reserves as \$128,000 is currently available in the current Fiscal Year revenues. The work is critical and considered an emergency. The project resulted from Hurricane Ian and the cost will be submitted to FEMA for potential reimbursement.

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
APPROVING BUDGET AMENDMENT NO. 1 FOR THE
FISCAL YEAR 2022/2023 BUDGET; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

ACTION: Council Member Salver made a motion to approve the resolution. Council Member Bruder seconded the motion which passed on a 6-0 poll vote. Council Member Yaffe was absent from the dais.

11. **Discussion and Possible Action** regarding re-appointment of members to the Design Review Board for the 2022-2024 Term.

Mayor Fuller referred to Mr. Feldman's application that was received today, and there was no objection from the Council to consider the application.

PUBLIC COMMENT

Alexander Feldman, 9261 East Bay Harbor Drive, came forward and apologized for applying today. He proceeded to provide his extensive background in architecture and real estate development. He felt he was qualified due to his experience, which he felt would be valuable to the Board.

Frances Neuhut, 1060 Kane Concourse, came forward and stated she felt the responsibilities of the Design Review Committee and Design Review Board overlapped. She asked for clarification as to the responsibilities of the Design Review Board.

PUBLIC COMMENT CLOSED

The Council moved to Item #12 until the votes were tallied.

The Council discussed Item #8 and the possibility of scheduling a workshop. It was the consensus of the Council to have Town Clerk Hamilton schedule a workshop in January.

DISCUSSION ITEMS:

13. **Discussion** and **Possible** action authorizing the Town Manager to issue RFP's as necessary to solicit partners for The Children's Trust Youth Development Grant response.

Town Manager Lasday informed the Council staff was working on grant applications and wanted to know which programs should be included, in order to issue RFP's.

ACTION: Council Member Bruder made a motion to approve the request for the Town Manager to issue RFP's for the necessary partners for The Children's Trust. Council Member Salver seconded the motion, and it passed unanimously.

14. **Cancellation** of the December Design Review Board Meeting, introduced by Council Member Bruder.

Council Member Bruder explained she was asked about the matter and brought it to the Council for a decision due to the holidays and since the Council, itself, does not have meetings in December. Council Member Yaffe stated the Council is required to meet at least 10 times per year; but the Design Review Board (DRB) ordinance states that meetings should occur on the first Tuesday of every month, which would require an amendment. And according to the Town Manager's Report, seven (7) projects were pending before the DRB. Following discussion, it was the consensus of the Council to address the amendment to the ordinance next year.

At this time the Town Clerk announced the results of the members to the Design Review Board as follow: Janet Adler (7 votes); Alan Bebchik (5 votes); Steven Hurwitz (7 votes), Alexander Feldman (5 votes).

ACTION: Council Member Yaffe made a motion to appoint these individuals who received the majority of the votes to the Design Review Board. Council Member Bruder seconded the motion, and it passed unanimously.

There being no further business to discuss the meeting adjourned at 9:24 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 4.

ITEM: Consideration and Approval to piggyback off the Seminole County Sheriff's Office/Contract with HG2 Emergency Lighting to outfit (5) new police vehicles with emergency lights and equipment in the amount of \$52,245.25, pursuant to Section 2-1(6) of the Town Code. Enclosed are the piggyback documents.

DESCRIPTION:

The Town Council approved the procurement of new police department vehicles. The budget item's approval allowed the Police Department to replace older vehicles in the fleet. Police vehicles are required to function with proper emergency equipment. Along with the procurement of the new vehicles, the adopted 2022-2023 Budget also allowed for the emergency equipment installation, which will include emergency lights and equipment for the five (5) vehicles. If approved, the council will allow the Police Department to expend the related funds. The vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this contract will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles performs flawlessly and unobstructed.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The Seminole County Sheriff's Office and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the five (5) vehicles with emergency lights and equipment.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The Town of Bay Harbor Islands budgeted \$55,000 for New Patrol Emergency Lighting and Installation in FY 2022-2022 Budget. These appropriations were voted for and approved by the Town Council during the budget process for FY 2022-2023 budgeting process. There will be no additional fiscal impact due to the Emergency Lighting contract to outfit five (5) new police

vehicles with emergency lights and equipment in the amount of \$52,245.25.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Police vehicles (5) emergency lighting and outfitting	03/08/2023	\$52,245.25	301.5210.400063.000	Police vehicle emergency lighting and outfitting	\$55,000

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police

ATTACHMENTS

1.	HG2 Emergency Lighting CA #2021-02 HG2 Executed
2.	Estimate (No. 3263) from HG2 Emergency Lighting
3.	Estimate (No. 3262) from HG2 Emergency Lighting
4.	Estimate (No. 3261) from HG2 Emergency Lighting
5.	Estimate (No. 3260) from HG2 Emergency Lighting
6.	Memo Emergency Equipment

**Seminole County Sheriff's Office
Agreement for Vehicle Emergency Lighting, Accessories & Installation**

THIS AGREEMENT made and entered into the 21st day of December, 2020 by and between Dennis M. Lemma, Sheriff on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and HG2 Emergency Lighting LLC, whose principal and local address is 477 N. Semoran Blvd, Orlando, FL 32807, hereinafter referred to as "VENDOR". SCSO and VENDOR are collectively referred to herein as the PARTIES.

WHEREAS, SCSO desires to retain VENDOR for the goods and/or services identified as vehicle emergency lighting, accessories and installation; and

WHEREAS, SCSO desires to retain VENDOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Services.

WHEREAS, the VENDOR is willing to provide their vehicle emergency lighting, accessories and installation to SCSO,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the PARTIES hereto as follows:

Section 1. General Provisions

- 1.1 The term "VENDOR" as used in this Agreement is hereby defined as that person or entity including employees and all other agents, servants, partners, principals, assignees and/or subcontractors providing services under this Agreement.
- 1.2 VENDOR acknowledges SCSO may retain other vendors to provide the same services. SCSO reserves the right to select which vendor shall provide services for SCSO's projects.
- 1.3 In providing all services pursuant to this Agreement, VENDOR shall maintain all professional licenses and certifications, shall abide by all federal laws, state statutes, county ordinances, applicable rules and regulations pertaining to or regulating the provision of such services including those now in effect and those hereafter adopted during the term of this Agreement. Any violations of said laws, statutes, ordinances, rules or regulations or loss of professional license or certification by VENDOR shall constitute a material breach of this Agreement and shall entitle SCSO to terminate this Agreement immediately upon delivery of written notice of termination to VENDOR as provided herein.
- 1.4 The recitals herein are true and correct and constitute a material part of this Agreement upon which the PARTIES have relied.
- 1.5 Each party represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for VENDOR certify that he/she/they is/are authorized to bind VENDOR fully to the terms of this Agreement.
- 1.6 When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.
- 1.7 It is agreed that nothing herein contained is intended or should be construed as in any manner establishing a relationship of co-partners between the PARTIES, or as constituting VENDOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever. VENDOR is to be and shall

remain forever an independent contractor with respect to all services performed under this Agreement.

- 1.8 Persons employed by VENDOR in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.
- 1.9 VENDOR agrees to cooperate fully with the legal counsel of SCSO in addressing any claims, actions or lawsuits, which may arise from the actions of VENDOR or SCSO in the provision of services as set forth in this Agreement.
- 1.10 VENDOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- 1.11 SCSO will not intentionally award publicly-funded contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. SCSO shall consider the employment by VENDOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by VENDOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for termination of this Agreement.
- 1.12 If applicable, in accordance with Section 216.347, *Florida Statutes*, VENDOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- 1.13 VENDOR shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- 1.14 VENDOR shall not knowingly engage in any action that would create a conflict of interest in the performance of that action of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 2. Duration of Contract

- 2.1 This Agreement shall commence on December 21, 2020, and shall terminate on December 31, 2021, or until terminated by SCSO pursuant to the terms of this Agreement.
- 2.2 This Agreement shall automatically renew for two (2) additional (1) year periods unless either PARTY provides thirty (30) days' notice of non-renewal.

Section 3. Vendor Understanding of Services Required

VENDOR agrees that he/she is familiar with the goods and/or services to be provided and/or performed. VENDOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. VENDOR has informed SCSO, and hereby represents to SCSO, that it has extensive experience in performing and providing the goods and/or services described in this Agreement.

Section 4. Scope of Services

- 4.1 This Agreement is for vehicle emergency lighting, accessories and installations, as set forth herein and as otherwise directed by SCSO to include all labor and materials that may be required. The services and/or goods required by this Agreement shall be described and depicted in the explanatory

"HG2 Emergency Lighting LLC Catalog 2020" document attached to this Agreement as Exhibit "A". All such writings are included as exhibits and are thereby incorporated to this Agreement.

- 4.2 If, during the course of work, VENDOR encounters unforeseen conditions which affect the work and which could not initially be evaluated, VENDOR shall not proceed without written or verbal authorization of SCSO's Designated Representative.
- 4.3 VENDOR shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- 4.4 Materials and equipment shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- 4.5 Emergency work may be ordered verbally by SCSO's Designated Representative.
- 4.6 VENDOR shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to SCSO, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by SCSO.
- 4.7 SCSO's Designated Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

Section 5. Warranty

VENDOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a minimum period of twelve (12) months from date of delivery/acceptance by SCSO. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, VENDOR shall be responsible for repairing the equipment on site at no cost to SCSO. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Section 6. Compensation

- 6.1 Compensation shall be paid with a 23.5% catalog discount off of list price in accordance with the schedule of charges as set forth in Exhibit "A" - HG2 Emergency Lighting LLC Catalog 2020 attached hereto. Any other brands not listed in Exhibit A shall be paid with a 5% discount off of list pricing.
- 6.2 The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which VENDOR completed services referenced in an invoice.
- 6.3 SCSO shall remit payment within thirty (30) days of receipt of a correct invoice. All invoices shall reference this agreement number. Invoices shall be sent to the following address:

Email: FinanceAccountsPayable@seminolesheriff.org
 or
 US Mail:
 Attn: Accounts Payable
 Seminole County Sheriff's Office
 100 Eslinger Way
 Sanford, FL 32773

- 6.4 Material Price Increases. Vendor shall submit immediately to SCSO Price Increase Notifications from the manufacturer along with an updated price sheet, for consideration/approval. However, the notification must occur no later than at least 30 days prior to previously scheduled work.

Section 7. Designated Representatives

SCSO designates the below named employee or his/her designated representative, to represent SCSO in all matters pertaining to and arising from the work and the performance of this Agreement. Until further notice from SCSO, the designated representative for this Agreement is:

John Blackwood, Director, Fleet
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773
Email: jblackwood@seminolesheriff.org

VENDOR's designated representative is:

Ali Bhojani
Director of Sales
477 N. Semoran Blvd
Orlando, FL 32807
rooparobhojani@aol.com

Section 8. Termination of Agreement

- 8.1 By SCSO. SCSO may terminate this Agreement at any time or for any one (1) or more of the reasons as follows:
- 8.1.1 If, in SCSO's opinion, adequate progress is not being made by VENDOR due to VENDOR's failure to perform; or
 - 8.1.2 If, in SCSO's opinion, the quality of the goods and/or services provided by VENDOR is/are not in conformance with commonly accepted professional standards, standards of SCSO, and the requirements of Federal and/or State regulatory agencies, and VENDOR has not corrected such deficiencies in a timely manner as reasonably determined by SCSO.
- 8.2 In the event of any of the causes described in this Section, SCSO's designated representative may send a certified letter to VENDOR requesting VENDOR show cause why the Agreement should not be terminated. If assurance satisfactory to SCSO of corrective measures to be made within a reasonable time is not given to SCSO within seven (7) calendar days of the date of the letter, SCSO may consider VENDOR to be in default, and may then immediately terminate this Agreement.
- 8.3 In the event this Agreement is terminated for cause and it is later determined the cause does not exist, then this Agreement shall be deemed terminated for convenience by SCSO and SCSO shall have the right to so terminate this Agreement without any recourse by VENDOR.
- 8.4 SCSO may by written notice to VENDOR, terminate this Agreement with thirty (30) days' notice.
- 8.5 VENDOR, may by written notice to SCSO, terminate this Agreement with thirty (30) days' notice.

Section 9. Liability, Waiver, Indemnity and Insurance.

- 9.1 Liability. VENDOR shall be responsible for the professional quality, accepted standards, safety, and the coordination of all goods and/or services furnished by VENDOR under this Agreement as well as the conduct of its staff, personnel, employees and agents.
- 9.2 No Waiver. Neither SCSO's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and VENDOR shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO or the public caused by VENDOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement. The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- 9.3 Indemnity. To the fullest extent permitted by law, VENDOR shall indemnify, hold harmless and defend SCSO, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney fees and other actual legal costs incurred. The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for VENDOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. Additionally, VENDOR accepts responsibility for all damages resulting in any way related to the performance of work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of SCSO as set forth in Section 768.28, *Florida Statutes*.
- 9.4 Insurance. VENDOR shall obtain or possess and continuously maintain the following insurance coverage and will provide Certificates of Insurance to SCSO evidencing such insurance, prior to completing any work under this Agreement. VENDOR will be required to name **SCSO and the Florida Sheriff's Risk Management Fund** as an additional insured on the required policy. The following are the insurance terms and conditions that are acceptable to SCSO:

Workers' Compensation/Employer's Liability: VENDOR shall provide coverage for all employees for statutory limits in compliance with laws of the State of Florida. The policy must include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$100,000 policy limit for disease. Policy shall include a waiver of subrogation in favor of SCSO.

Workers' Compensation Exemption: If VENDOR claims exemption from Workers' Compensation coverage, for and in consideration of the sums paid to VENDOR by SCSO for the services provided in this Agreement, VENDOR hereby agrees to release SCSO and its respective officers, agents and employees from and to indemnify each of them against any and all claims and causes of action for injury, death, disease, or employer liability arising from or in connection with VENDOR's performance of the services in this Agreement, save and except such personal injury, death, disease or employer liability as are caused by the sole negligence of SCSO. VENDOR certifies per Florida Statute Chapter 440.055, VENDOR has posted clear written notice in a conspicuous location at VENDOR's worksite directed to all employees of the employees' lack of entitlement to workers' compensation benefits. VENDOR further certifies VENDOR qualifies for exemption from workers' compensation insurance requirements under State of Florida law and shall provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

Comprehensive General Liability: VENDOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. Coverage shall also include Independent Contractors Liability. The limits will not be less than:

\$1,000,000.00 - Bodily Injury & Property Damage – Per Occurrence

\$1,000,000.00 – General Aggregate

Claims Made Basis Insurance Policies: All insurance policies written on a Claims Made basis shall maintain a retroactive date prior to or equal to the effective date of the Agreement. Vendor shall purchase a Supplemental Extended Reporting Period (SERP) policy with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence, or any other event which requires the purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. VENDOR's purchase of the SERP shall not relieve VENDOR of the Obligation to provide replacement coverage. In addition, VENDOR shall require the insurance carrier to immediately inform SCSO of any contractual obligations that may alter its liability cover under this Agreement.

Commercial Automobile Liability: VENDOR shall maintain automobile liability insurance for all owned; non-owned and hired vehicles with a limit of not less than \$500,000 per accident for bodily injury and property damage liability.

The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to SCSO by submission of a new Certificate of Insurance. VENDOR shall furnish the Certificate of Insurance directly to the following:

Seminole County Sheriff's Office
Procurement and Agreements Section
100 Eslinger Way
Sanford, Florida 32773

VENDOR must also furnish an informational copy to the Designated Representative identified in this Agreement.

- 9.5 VENDOR shall submit a report to SCSO within twenty-four (24) hours of the date of any incident resulting in damage or reasonably likely to result in a claim of damage.

Section 10. Assignability

VENDOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to any person or entity without written SCSO approval. When approved by SCSO, written notice of such assignment or transfer shall be furnished promptly to SCSO.

Section 11. Entire Agreement.

This Agreement, together with the exhibit(s), if any, constitutes the full and complete Agreement between SCSO and VENDOR and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal written amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the PARTIES.

Section 12. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

Section 13. Remedies

The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 14. Controlling Laws/Venue/Interpretation

This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

Section 15. Access to Records/ Audit/Public Records

- 15.1 VENDOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- 15.2 VENDOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision of services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- 15.3 SCSO may perform, or cause to have performed, an audit of the records of VENDOR before or after final payment to support final payment issued hereunder. This audit shall be performed at a time mutually agreeable to VENDOR and SCSO subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to VENDOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to VENDOR. If such audit confirms that VENDOR was underpaid, VENDOR shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay final payment as required by this Section. VENDOR shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.
- 15.4 In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of VENDOR which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- 15.5 In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, VENDOR shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.
- 15.6 VENDOR shall keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. Upon request from SCSO's Custodian of Public Records, VENDOR shall provide SCSO with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if VENDOR does not transfer the records to SCSO. Upon completion of the agreement, VENDOR shall transfer, at no cost, to the public agency all public records in possession of VENDOR or keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. If VENDOR transfers all public records to SCSO upon completion of the agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCSO upon request from SCSO's Custodian of Public Records, in a format that is compatible with the information technology systems of SCSO.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE AT 407-665-6690, EMAIL AT recordsrequest@seminolesheriff.org, OR VIA MAIL AT 100 ESLINGER WAY, SANFORD, FL 32773.

- 15.7 VENDOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Section 16. Compliance with E-Verify Requirements (Florida Statute 448.095(2))

The Parties represent they are registered with the E-Verify system and will use the E-Verify system to verify the work authorization status of all its employees hired on or after January 1, 2021.

If VENDOR enters into a contract with a subcontractor, VENDOR must require and the subcontractor must provide to VENDOR, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A copy of this affidavit must be provided to SCSO within 15 days of the VENDOR's contract with the subcontractor.

If SCSO has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, SCSO shall terminate this contract with VENDOR. A contract so terminated for failure to comply with the requirements of Section 448.095(2) is not a breach of this contract and may not be considered as such.

If SCSO has a good faith belief that a subcontractor who has contracted with VENDOR to this contract has knowingly violated Section 448.09(1), but VENDOR otherwise complied, SCSO will promptly notify VENDOR and order VENDOR to immediately terminate the contract with the subcontractor. If VENDOR fails to immediately terminate the contract with the subcontractor upon receipt of SCSO's notice, this will constitute a termination of this contract for failure to comply and said termination is not a breach of this contract and may not be considered as such.

If SCSO terminates a contract with VENDOR as outlined herein, VENDOR understands that it may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Additionally, VENDOR will be liable for any additional costs incurred by SCSO as a result of the termination of this contract.

IN WITNESS WHEREOF, the PARTIES hereto have made and executed this Agreement on the respective dates under each signature: SCSO through its Designee on the 21st day of December, 2020, and VENDOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.



Monsour Baker
Witness

HG2 EMERGENCY LIGHTING LLC

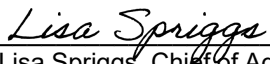


Ali Bhojani
Authorized Agent for VENDOR

SEMINOLE COUNTY SHERIFF'S OFFICE



Roberta Stanton
Witness



Lisa Spriggs, Chief of Administrative Services

Attachments:

Exhibit A – HG2 Emergency Lighting LLC Catalog 2020 – Scope of Services and Price List

Completely Interactive

AUTOMOTIVE + EMERGENCY LIGHTING

EFFECTIVE JANUARY 1, 2020



CATALOG 2020

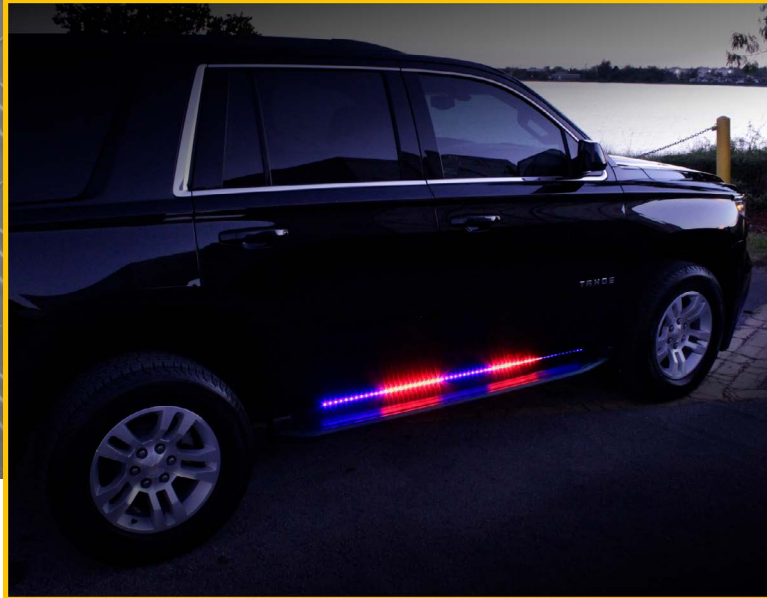
866.468.4569 | www.HG2Lighting.com



CA #2021-02 - Exhibit A

HG2 /// SIDE RUNNER ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(62")xH(1")xD(5")

L(68")xH(1")xD(5")

L(72")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average

60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 SIDE RUNNER

GENERATION ONE

72" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC72XX	2	72"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Silverado (2014+)
- Chevrolet Impala (2014+)
- Chevrolet Caprice (2014+)
- Chevrolet Suburban (2014+)
- Chevrolet Malibu (2014+)
- Chrysler 300 (2014+)
- Ford Expedition (2014+)
- Ford F150 (2014+)
- Ford F250+ (2014+)
- Dodge Charger (2014+)
- Dodge Ram (2014+)

68" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC68XX	2	68"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2014+)
- Chevy Traverse (2014+)
- Chevy Camaro (2014+)
- Ford Interceptor SUV/Explorer* (2014+)
- Ford Interceptor Sedan/Taurus* (2014+)
- Ford Fusion (2014+)
- Ford Escape (2015+) (60")
- Ford Mustang (2014+)
- Dodge Challenger (2014+)
- Dodge Journey (2014+)
- Dodge Durango (2014+)
- Toyota Camry (2014+)
- Dodge Ram (2015+)

12"-62" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC62XX	2	62"(L) x .5"(H) x 1"(D)
HG22PC50XX	2	50"(L) x .5"(H) x 1"(D)
HG22PC38XX	2	38"(L) x .5"(H) x 1"(D)
HG22PC26XX	2	26"(L) x .5"(H) x 1"(D)
HG22PC12XX	2	12"(L) x .5"(H) x 1"(D)

\$599.00

\$579.00

\$529.00

\$479.00

\$399.00

ORDERING KEY

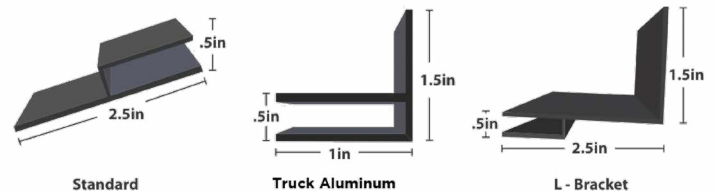
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72**BR** - 72" Runner Kit Colored Blue, Red

Ex 2: HG22PC68**BB** - 68" Runner Kit Colored Blue, Blue

MOUNTING OPTIONS



*Depending on model year, some vehicle may require additional bracket of \$40.00 per Side

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 /// REAR RUNNER / TAILGATE ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(60")xH(1")xD(5")

L(62")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average

1A min. / 3A max dependent
on flash pattern

60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 REAR RUNNER

GENERATION ONE

62" 1PC Runner Truck Kit (Rear Tailgate) Includes Flash Controller

SALES
PRICE

MODEL #	QTY	DIMENSIONS
HG2ITKK62XX	1	62"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

60" 1PC Runner SUV Kit (Rear Tailgate) Includes Flash Controller

SALES
PRICE

MODEL #	QTY	DIMENSIONS
HG2ISUV60XX	1	60"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

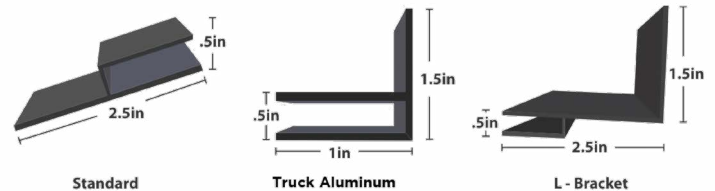
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ITKK62**BR** - 62" Runner Truck Kit
Colored Blue, Red

Ex 2: HG2ITKK60**BB** - 60" Runner Kit
Colored Blue, Blue

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR RUNNER + SIDE RUNNER

GENERATION ONE

3PC Runner Truck Kit (Driver, Passenger Side and Rear Tailgate) Includes Flash Controller

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23TK7260XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

3PC Runner SUV Kit (Driver, Passenger Side and Rear Tailgate) Includes Flash Controller

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23SUV6860XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

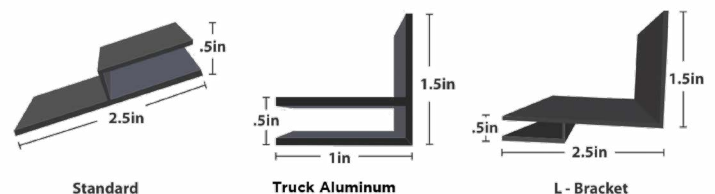
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72**BR-BR** - 60" Runner Kit
Colored Blue, Red
with Rear Runner Colored Blue, Red

Ex 2: HG22PC68**BB-AA** - 68" Runner Kit
Colored Blue, Blue
with Rear Runner Colored Amber, Amber

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 /// CROSSFIRE ///

GENERATION ONE



DESCRIPTION

HG2 Crossfire License plate frame is a outward-facing tag bezel integrating a state-of-the-art emergency lighting system designed for maximum visibility with a minimal footprint. The lighting design features optics mounted at grazing angles -enhancing visibility by emitting brighter light onto a broader field of view.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

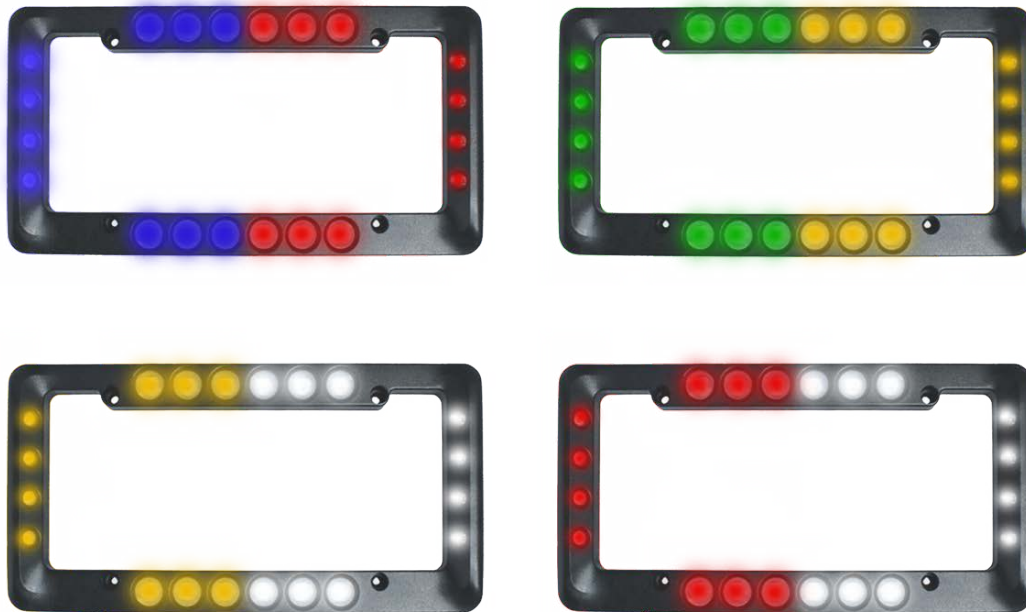
- Sold as one
- Manufactured, Designed and Assembled in the USA
- 3 feet of wire cable
- Self-contained flash controllers with 8 patterns
- Easy Installation
- Universal design allows for easy fit for all vehicles
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 8
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent # 9,283,889

HG2 /// CROSSFIRE ///

GENERATION ONE



1PC Crossfire License Plate Frame (With 8 Flash Patterns)

MODEL #	QTY	DIMENSIONS
HG2CROSSFIREXX	1	12.375"(L) x 6.375"(H) x 1.1875"(D)

SALES
PRICE

\$399.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2CROSSFIRE**BR** - HG2 Crossfire License Plate Frame colored Blue, Red

Ex 2: HG2CROSSFIRE**AG** - HG2 Crossfire License Plate Frame colored Amber, Green



HG2 FRONT VISOR

&

HG2 REAR VISOR



DESCRIPTION

HG2 Front/Rear Visor is one of the most low profile interior light bars solutions with little or no visual obstruction to the driver. Each Front Visor utilizes the entire real estate of the windshield, custom built to every vehicles specific frame.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self-contained flash controllers with 20 patterns
- Custom / Vehicle specific
- 5 year warranty

SPECIFICATIONS

APPLICATION
Interior Use

MOUNTING
Surface Mount

DIMENSIONS
Varies By Vehicle

INPUT VOLTAGE
9-15 VDC

STAND-BY CURRENT DRAW
.001A

OPERATING TEMPERATURE
-4° to 185° F (-20° to 85° C)

CURRENT DRAW
4A Average
2A min. / 4A max dependent
on flash pattern
12-20mm LEDs,
8-10mm LEDs

FLASH PATTERNS
20

CHASSIS
Cast Aluminum, black
powder coat finish

CERTIFICATIONS
SAE J595 Class 2

U.S. PATENT
Patent Pending

HG2 FRONT VISOR & HG2 REAR VISOR

GENERATION ONE

1PC Front Visor / Interior Light Bar

Includes Flash Controller

SALES PRICE

MODEL #

QTY

DIMENSIONS

HG2FRNTVSRXX

1

Varies by Vehicle

\$1499.00

Additional Options

ADDTL

Take Downs

\$100.00

1PC Rear Visor / Interior Light Bar

Includes Flash Controller

SALES PRICE

MODEL #

QTY

DIMENSIONS

HG2REARVSRXX

1

Varies by Vehicle

\$1199.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2FRONTVSRBR-W - HG2 Front Visor colored Blue, Red with Takedowns

Ex 2: HG2REARVSRAG - HG2 Rear Visor colored Amber, Green



HG2 /// GRILLE LIGHTS

GENERATION ONE



DESCRIPTION

HG2 Grille Light is designed to custom fit your specific vehicle.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as four (4)
- Manufactured, Designed and Assembled in the USA
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- Weather resistant against water, heat, salt and snow
- 3 Year Warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(10")xH(6.375")xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent Pending

HG2 **GRILLE LIGHTS**

GENERATION ONE

4PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 4

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	4	10"(L) x 6.375"(H) x 1.1875"(D)

\$499.00

8PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 8

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	8	10"(L) x 6.375"(H) x 1.1875"(D)

\$699.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2GRILLE**BR** - HG2 Grille Lights colored Blue, Red

Ex 2: HG2GRILLE**AG** - HG2 Grille Lights colored Amber, Green



HG2 SIDE RUNNER

Z-DRIVE TECHNOLOGY

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT #8,480,253 B1

HG2

Z-DRIVE TECHNOLOGY

SIDE RUNNER

GENERATION TWO

SINGLE COLOR

2PC Z-Drive Runner Kit (Driver and Passenger Side)

Includes
Flash Controller

PRICE FOR
PAIR

MODEL #	QTY	DIMENSIONS	
HG2ZDM7XX	2	79.50"(L) x .5"(H) x 1"(D)	\$1499.00
HG2ZDM6XX	2	67.99"(L) x .5"(H) x 1"(D)	\$1299.00
HG2ZDM5XX	2	56.48"(L) x .5"(H) x 1"(D)	\$1099.00
HG2ZDM4XX	2	44.97"(L) x .5"(H) x 1"(D)	\$899.00
HG2ZDM3XX	2	33.46"(L) x .5"(H) x 1"(D)	\$699.00
HG2ZDM2XX	2	21.95"(L) x .5"(H) x 1"(D)	\$499.00
HG2ZDM1XX	2	10.44"(L) x .5"(H) x 1"(D)	\$399.00

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$150.00

ORDERING KEY

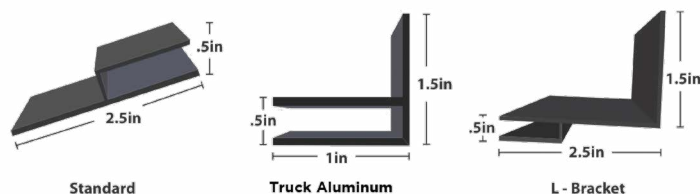
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

477 N. SEMORAN BLVD. ORLANDO, FL 32807

T 866.468.4569



@HG2LIGHTING

HG2LIGHTING.COM

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HG2 SIDE RUNNER

Z-DRIVE TECHNOLOGY

GENERATION TWO

DUAL COLOR

2PC Z-Drive Runner Kit (Driver and Passenger Side)

Includes
Flash Controller

PRICE FOR
PAIR

MODEL #	QTY	DIMENSIONS	
HG2ZDM7XXXX	2	79.50"(L) x .5"(H) x 1"(D)	\$1899.00
HG2ZDM6XXXX	2	67.99"(L) x .5"(H) x 1"(D)	\$1699.00
HG2ZDM5XXXX	2	56.48"(L) x .5"(H) x 1"(D)	\$1499.00
HG2ZDM4XXXX	2	44.97"(L) x .5"(H) x 1"(D)	\$1099.00
HG2ZDM3XXXX	2	33.46"(L) x .5"(H) x 1"(D)	\$899.00
HG2ZDM2XXXX	2	21.95"(L) x .5"(H) x 1"(D)	\$699.00
HG2ZDM1XXXX	2	10.44"(L) x .5"(H) x 1"(D)	\$599.00

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$150.00

ORDERING KEY

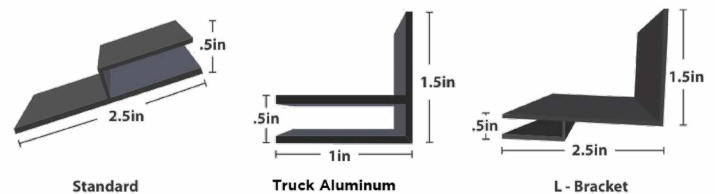
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email y.

HG2 Z-DRIVE REAR TAILGATE

GENERATION TWO

SINGLE COLOR

1PC Z-Drive Runner Truck Kit (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTKXX	1	56.48"(L) x .5"(H) x 1"(D)

SALES PRICE

\$799.00

DUAL COLOR

1PC Z-Drive Runner Truck Kit (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTKXXXX	1	56.48"(L) x .5"(H) x 1"(D)

SALES PRICE

\$999.00

AVAILABLE VEHICLES

- Dodge Ram (2014-2020)
- Ford F-Series** (2014-2020)
- Toyota Tachoma (2014-2020)
- Nissan Titan (2014-2020)
- GMC Sierra (2014-2020)
- Chevy Silverado (2014-2020)

ORDERING KEY

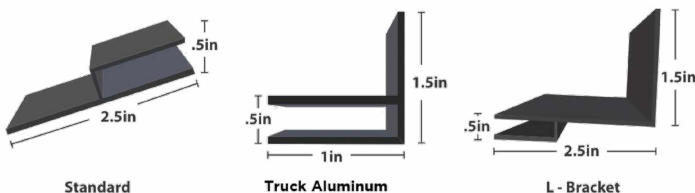
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDT**BR** - Z-Drive Runner Truck Kit, Colored Blue Red

Ex 2: HG2ZDT**BRBR** - Z-Drive Runner Truck Kit, Colored Blue Red with Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake. Replacing OEM Step pad.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS OEM Step Pad Replacement with LED Optics
DIMENSIONS Varies By Vehicle	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent Pending

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO

SINGLE COLOR

1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTAHXX	1	61.1"(L) X .5"(H) X 1"(D)

SALES
PRICE

\$1099.00

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Suburban (2015-2020)

DUAL COLOR

1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2ZDTAHXXXX	1	61.1"(L) X .5"(H) X 1"(D)

SALES
PRICE

\$1299.00

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Suburban (2015-2020)

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$75.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDTAH**BR** - Z-Drive Rear Step Pad, Colored Blue Red

Ex 2: HG2ZDTAH**BRBR** - Z-Drive Rear Step Pad, Colored Blue Red with Blue Red



HG2 |||| DS1



DUAL COLOR

1PC DS1 Light Module Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2DS1-XX	1	5.625"(L) x 1"(H) x 0.625"(D)

For orders or other questions about the HG2 DS1 please contact us via email sales@hg2lighting.com.

DESCRIPTION

The HG2 DS1 Lights are the superior innovative lights from the industry. Our designs feature ultra-bright lights, wide angles LEDs, 20 flash patterns, and a high-impact protector mount case. Our newest technology is the individual module, a single unit of lights encapsulated into one, an alternative to individual bulbs, making our lights stronger than ever.

- One single unit designed for durability
- Manufactured, Designed and Assembled in the USA
- Self contained controller / 20 Flash Patterns
- Weather resistant against water, heat, salt and snow
- 5 year warranty



COLOR VARIATION OPTIONS			
RED/BLUE	AMBER/WHITE		
BLUE	GREEN/WHITE		
BLUE/WHITE	RED/AMBER		
GREEN	RED/GREEN		
WHITE	BLUE/AMBER		
RED	BLUE/GREEN		
RED/WHITE	GREEN/AMBER		
AMBER			

ADDITIONAL ITEMS

ACCESSORIES

HG2 Controller (Controller for Light System)

MODEL #	QTY	DIMENSIONS
HG2CONTROLLER	1	4"(L) x 2"(H) x 1"(D)

SALE PRICE

\$129.00

SUPPLIES

HG2 Wire (20 Gauge 3 Conductor Wire)

MODEL #	TYPE	QTY	DIMENSIONS
HG2203WIRE	ROLL	1	500'

SALE PRICE

\$199.00

ADD ONS

HG2 GHOST MODE (Smoked Optic)

SALE PRICE

\$75.00

BUY *3* BACK

P R O G R A M

DONT SETTLE FOR LESS, WHEN YOU CAN HAVE THE BEST!

WE TAKE ANY OLD OR INFERIOR LIGHTS, AND GIVE YOU A *NEW SET* OF HG2 SIDE RUNNERS FOR *50% OFF*

DESCRIPTION

This is nothing new to our clients who know us and have used us in a clutch. Our HG2 Emergency Lighting Buy Back Program is designed to help those customers who are out of the warranty date on our HG2 product. We wanted to find a way to still help them in a crisis. Lights are necessary for your safety and others. Instead of turning you away, we would rather keep you as a loyal client. Because we buy our own out of warranty products, we strive to keep our clients happy with our products for years to come.

HOW IT WORKS



Fill out the RMA form and upload a recent photo of the product



Once approved, Ship us your inferior qualifying products



We will send you our SUPERIOR HG2 RUNNERS at a discounted price



TERMS & CONDITIONS

These terms and conditions apply to all products listed in this current HG2 SALES Price List and are available to the company's authorized SALES. Prices shown herein are applicable to all shipments made after January 1, 2020.

- ~~All prices subject to change without notice.~~
- All prices in U.S. dollars.

SCSO Pricing is per CA#2021-02, Section 6 (6.1) Compensation

RECEIPT OF SHIPMENT

Upon delivery of merchandise by HG2, to carrier, the merchandise becomes the property of the consignee. Claims for shortage or damages must be submitted to carrier within 72 hours of receipt of shipment. It is the SALES's responsibility to inspect the merchandise upon receipt for any possible external damage. If received in damaged condition, the delivering carrier should be notified in writing (Bill of Lading should be signed "damaged" or "refused") at the delivery point.

RETURNS

Effective January 1, 2020, all defective products will be authorized to be returned for exchange only, unless otherwise stated. All returns are to be initiated at returns@hg2lighting.com. All product returns require an advance return authorization number. The RMA must be posted on the outside of the box. Units returned without an authorization number will be refused. Any returned/refused merchandise will be assessed at 25% restocking charge. The warranty applies only to the original purchaser. Each warranty claim must be accompanied by a dated proof of purchase, serial number and a completed Return Merchandise Authorization (RMA) Form. Merchandise authorized for return must be shipped prepaid freight. All authorized returns should be shipped in the original factory carton.

SERVICE

HG2 Emergency Lighting Systems are covered by a 5 Year Manufacturer's Warranty. To minimize downtime, systems that are in the warranty period will be given priority replacement for units found to be defective by HG2 technical support. This policy is only in force with franchised SALESs and for systems under warranty where the same or comparable unit(s) are available and in stock. A course of action for situations encountered with non-warranty units and/or non-franchised SALESs or where an acceptable replacement unit is not available will be determined by HG2 technical support.

HG2 Emergency Lighting shall not be liable for expenses incurred in the use of a product and/or the removal and the reinstallation of a product requiring service of repair or for the packaging, handling or shipping of a product to HG2 Emergency Lighting and /or its authorized distributors.



MOUNTING OPTIONS FORM

Please provide all information requested below.

E-mail Instructions: Download file to computer. Open file (not within browser).

Fill out form and re-save the file with your name in the title. Attach saved file in email. Send!

Fax to **(407) 426-7716** or e-mail to **sales@hg2lighting.com**

Date:

Company Name:

Contact Name:

Phone No.: Fax No.:

Email:

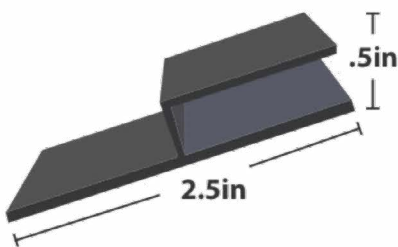
Vehicle (Year, Make, Model):

Size (Inches):

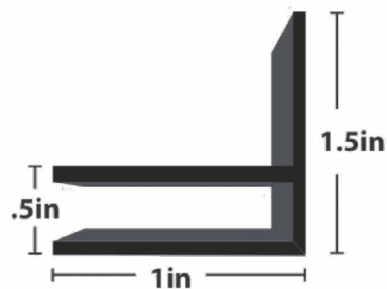
Position of the wire: ☐ Left Side ☐ Right Side

Location of Runner:

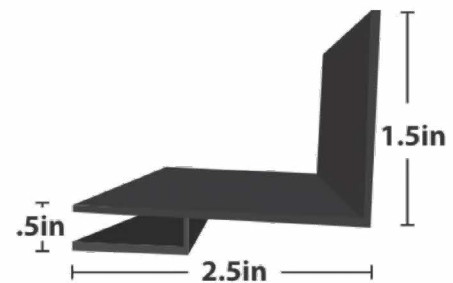
Aluminum Housing: ☐ Standard ☐ Truck Aluminum ☐ L-Bracket ☐ None



Standard



Truck Aluminum



L - Bracket

Submitted By:



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Estimate

Date	Estimate No.
01/23/23	3263

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	01/23/23	

Item	Description	Quantity	Cost	Total
	Chief Admin x 1			
Misc	Front Visor	1	1,299.00	1,299.00
Misc	Siren and Light Controller	1	799.00	799.00
Misc	100 Watt Speaker	1	199.00	199.00
HG22PC72BR	Blue/Red 72" Side Runner Kit Standard Aluminum	1	799.00	799.00
Rear Visor	Rear Visor	1	999.00	999.00
Misc	Quarter Window Lights	1	599.00	599.00
Misc	Rear Strobe Lights	1	299.00	299.00
Misc	Grill Lights with White Flood	1	599.00	599.00
Misc	Rear Weapon Vault	1	3,200.00	3,200.00
Labor	Labor/Installation	1	2,100.00	2,100.00
Discount	Seminole County Sheriff/Punta Gorda Piggy Back		-2,180.75	-2,180.75
	Sales Tax		0.00%	0.00
			Total	\$8,711.25



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Estimate

Date	Estimate No.
01/23/23	3262

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	01/23/23	

Item	Description	Quantity	Cost	Total
	Ghost Traffic x 1			
Misc	Front Visor	1	1,299.00	1,299.00
Misc	Siren and Light Controller	1	799.00	799.00
Misc	100 Watt Speaker	1	199.00	199.00
Rear Visor	Rear Visor	1	999.00	999.00
Misc	Console with Printer Mount, Cup Holder, Arm Rest and Moutning Arm	1	899.00	899.00
Misc	Universal Laptop Cradle	1	299.00	299.00
Misc	Quarter WIndow Lights	1	599.00	599.00
Misc	Rear Strobe Lights	1	299.00	299.00
Misc	Grill Lights with White Flood	1	599.00	599.00
Misc	500 Watt Inverter	1	199.00	199.00
Misc	Radio Installation	1	249.00	249.00
Misc	Radio Antenna	1	129.00	129.00
Misc	Rear Weapon Vault	1	2,499.00	2,499.00
Labor	Labor/Installation	1	2,100.00	2,100.00
Discount	Seminole County Sheriff/Punta Gorda Piggy Back		-2,050.50	-2,050.50
Graphics-Labor	Ghost Graphics	1	799.00	799.00
	Sales Tax		0.00%	0.00
			Total	\$9,915.50



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Estimate

Date	Estimate No.
01/23/23	3261

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Captain Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	01/23/23	

Item	Description	Quantity	Cost	Total
	Slick Top Marked Black and White x 1			
Misc	Front Visor	1	1,299.00	1,299.00
Misc	Siren and Light Controller	1	799.00	799.00
Misc	100 Watt Speaker	1	199.00	199.00
Rear Visor	Rear Visor	1	999.00	999.00
Misc	Console with Printer Mount, Cup Holder, Arm Rest and Moutning Arm	1	899.00	899.00
Misc	Universal Laptop Cradle	1	299.00	299.00
Misc	Quarter WIndow Lights	1	599.00	599.00
Misc	Rear Strobe Lights	1	299.00	299.00
Misc	Grill Lights with White Flood	1	599.00	599.00
Misc	500 Watt Inverter	1	199.00	199.00
Misc	Radio Installation	1	249.00	249.00
Misc	Radio Antenna	1	129.00	129.00
Misc	Rear Weapon Vault	1	2,499.00	2,499.00
Labor	Labor/Installation	1	2,100.00	2,100.00
Discount	Seminole County Sheriff/Punta Gorda Piggy Back		-2,050.50	-2,050.50
Graphics-Labor	Installation of Graphics and 4 Doors Wrapped White	1	1,800.00	1,800.00
	Sales Tax		0.00%	0.00
			Total	\$10,916.50



HG2 Emergency Lighting
477 N Semoran Blvd
Orlando, FL 32807

Estimate

Date	Estimate No.
01/23/23	3260

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Name/Address
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Ship To
Bay Harbor Islands Police Dept Deputy Chief Noel 9665 Bay Harbor Terr Bay Harbor Islands, FL 33154 305-866-6242

Project	P.O. No.	Terms	Due Date	REP
		Due on receipt	01/23/23	

Item	Description	Quantity	Cost	Total
	Patrol x 2			
Misc	54" Light bar Red/Blue with White Flood	2	2,100.00	4,200.00
Misc	Siren and Light Controller	2	799.00	1,598.00
Misc	100 Watt Speaker	2	199.00	398.00
Rear Visor	Rear Visor	2	999.00	1,998.00
Misc	Console with Printer Mount, Cup Holder, Arm Rest and Moutning Arm	2	899.00	1,798.00
Misc	Universal Laptop Cradle	2	299.00	598.00
Misc	Quarter WIndow Lights	2	599.00	1,198.00
Misc	Rear Strobe Lights	2	299.00	598.00
Misc	Grill Lights with White Flood	2	599.00	1,198.00
Misc	500 Watt Inverter	2	199.00	398.00
Misc	Radio Installation	2	249.00	498.00
Misc	Radio Antenna	2	129.00	258.00
Misc	Rear Weapon Vault	2	2,499.00	4,998.00
Labor	Labor/Installation	2	2,100.00	4,200.00
Discount	Seminole County Sheriff/Punta Gorda Piggy Back		-4,834.00	-4,834.00
Graphics-Labor	Installation of Graphics and 4 Doors Wrapped White	2	1,800.00	3,600.00
	Sales Tax		0.00%	0.00
			Total	\$22,702.00



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 2/22/2023

From: Raul M. Diaz
Chief of Police

Subject: Consideration and approval of outfitting of
emergency lights and equipment for new vehicles

A handwritten signature in blue ink, appearing to read "Raul M. Diaz", is written below the "From:" field.

The Town Council of Bay Harbor Islands approved the procurement of new police department vehicles. The budget item's approval allowed the police department to replace older vehicles in the fleet. Police vehicles are required to function with proper emergency equipment. Along with the procurement of the new vehicles, the adopted 2022-2023 budget, also allowed for the emergency equipment installation which will include emergency lights and equipment for the five (5) vehicles. If approved, the council will allow the police department to expend the funds. The vendor, HG2 Emergency Lighting, will be utilized using a "piggyback contract," based on the vendor's capabilities fitting the agency's necessary needs.

The recommendation is based on the following. HG2 Emergency Lighting offers continuous innovation. HG2 utilizes state-of-the-art technology and provides unparalleled durability. The PD has used HG2's services for other vehicles and values its commitment to the law enforcement community. The approval of this contract will further facilitate the outfitting of the police department's vehicles with the level of skill and expertise to ensure the lighting for the vehicles perform flawlessly and unobstructed.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The Seminole County Sheriff's Office and HG2 Emergency Lighting. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The HG2 quote includes the installation cost for the outfitting of the five (5) vehicles with emergency lights and equipment.

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a request to go out to bid for CRS (Community Rating System) re-certification review services.

DESCRIPTION:

The **Community Rating System** (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Good CRS ratings for our community are critical as this helps individual homeowners with a reduced cost on their flood insurance. The Town seeks approval to go out to bid to obtain a vendor who can assist with CRS re-certification services.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item was budgeted for FY 22-23. The total budgeted amount to procure this service is \$50000.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 6.

ITEM: Consideration of a request to the Town Council of the Town of Bay Harbor Islands, Florida, appealing the actions of the Design Review Board regarding the Site Development Application for a proposed single-family residence for 1270 99th Street, Bay Harbor Islands, Florida; pursuant to Section 5-13.1(b) of the Town Code. Enclosed is the Town Planner's Staff Report and other supporting documents.

DESCRIPTION:

CDO Development, LLC requested site plan approval to construct a new two-story single-family home with five (5) bedrooms, 6 full bathrooms, 2 half bathrooms, and a 2-car garage at 1270 99th Street. The existing 2,575 square foot single-story home (built in 1954) will be demolished and replaced with a new two-story 5,537 square foot home. The request was initially heard on October 18, 2022, and the Design Review Board deferred the project. The architect revised the plans based on the Board's comments, and resubmitted for the meeting on December 6th. At the December 6th DRB Meeting, the Board again delayed the request for some final minor architectural refinements.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Request for Appeal
2.	BHI 1270 99 ST SFR Appeal Final TC Staff Report Feb 28 2023
3.	BHI 1270 99 St TC Appeal of DRB Decision Feb 28 2023
4.	Casa Bay Harbor-Letter of Intent
5.	CASA BAY HARBOR Drainage Report v2 FLAT

6.	Survey
7.	1270 99 Street 2nd DRB 12.6.2022 Plans

On Feb 10, 2023, at 4:04 AM, Mark
H. Hildebrandt
<Mark@hildebrandtlaw.com>
wrote:

Dear Mr. Geller:

I hope and trust that is well with
you.

CDO Development, I, LLC (I am
single member of the LLC) owns
the property located at 1270 99th
Street. The property was
purchased by CDO Development
I, LLC in June 2020, with the
intention of building a home for
my daughter, son-in-law, and
grandson. As you may be aware,
I have been a resident of Bay
Harbor Islands (9411 East
Broadview Drive) since 2002 and
my daughters grew up there.
Additionally, my office is in Bay
Harbor Islands.

The following are the significant
events and actions that occurred
or did not occur prior to the
decision by the town's Design
Review Board (DRB), as well as
my request for an appeal to the
Town Council.

On August 15, 2022, we
submitted our design plans to the
town for the DRB meeting, which
was scheduled for September 6,
2022. However, on August 31st,
the town informed us via email
that the meeting was canceled
and postponed to October 18th,
which was not even on the first
Tuesday of the month as the

town was closed on the first Tuesday of October.

During the October 18th meeting with the DRB, only three or four board members were present. The **ONLY** request made by the DRB was to revise the plans to enclose the exterior staircase leading from the second floor to the roof.

Due to the postponement of the DRB meeting date and the need to submit the revised plans 10 days in advance of the following meeting, we had less than four days to make the requested change. As such, we were unable to make the necessary revision in time for the November meeting, leading to the presentation being rescheduled for the December meeting.

At the December 6th meeting, the DRB advised that since the previous meeting had a low turnout, they would **start all over** with new comments. The DRB disregarded their previous instructions regarding the one revision and provided a new list of comments that were not made during the October 18th meeting. To obtain approval, we were required to address **all the new comments**.

We were unable to present during the January meeting as our architect's office and other consultants were closed for the holidays. We were ready to present at the February 7th meeting but received an email on February 6th from the town informing us that the meeting was postponed and would be held in March instead.

No meeting was held on February 7th, and we have been waiting for approval from the DRB since September 2022.

We are requesting an immediate appeal to the Town Council regarding the actions taken by the DRB during the December 6th meeting. It is baffling that the DRB previously approved all but one item during the October 18th meeting, but during the December 6th meeting, they informed us that they want to **start all over with new comments**. This nonsensical change of direction by the DRB has resulted in a significant waste of time and resources with no finish line in sight.

We have followed the process, played by the rules, and made the **ONE** requested revision, but despite that, the DRB's actions have led to a long and drawn-out process and has yet to result in approval.

We are respectfully requesting that the Council approve the changes which were **requested by the DRB** at the October 18th meeting.

Please let us know if any additional information is required. We appreciate your prompt review of this matter.

Until then I remain,

Yours very sincerely and respectfully,

MARK

<image001.jpg>

Mark H. Hildebrandt, Esquire
Mark H. HILDEBRANDT, P.A.
1135 Kane Concourse
5th Floor
Bay Harbor Islands, FL 33154
mark@hildebrandtlaw.com
www.hildebrandtlaw.com [\[hildebrandtlaw.com\]](http://hildebrandtlaw.com)

Direct 305.501.5830
Main 305.534.5100
Cell 305.588.5006
Fax 305.531.0091

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

To: Mayor and Town Council
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Joseph S. Geller, Esq. – Town Attorney
Yvonne P. Hamilton, CMC – Town Clerk

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

Date: February 28th, 2023

Subject: Single-Family Residence – New Construction
Design Review Board (DRB) Review / Possible Appeal
1270 99th Street
Bay Harbor Islands Acct. No.: SPR22-000012
MMPA Acct. No.: 01-0702-1132

ISSUE

In May 2022 the Town received a Site Development Plan application for a replacement single-family home located at 1270 99th Street. After several Town staff reviews for technical Code compliance the application was forwarded to the Design Review Board (DRB) for consideration. At the Oct. 18th, 2022 DRB meeting the item was discussed but action was deferred (4-0) to allow the applicant to time to consider the DRB comments and revise the plans (exterior stairwell / front façade design). The applicant considered the DRB's comments, revised the plans, and resubmitted them to the Town. At the Dec. 6th, 2022 DRB meeting the item was discussed again, but action was deferred again (7-0) to allow the applicant to consider the DRB's latest comments and revise the plans (corrected exterior stairwell / did not adequately address front façade design). The applicant considered the DRB's latest comments and revised the plans again. On January 19th, 2023 the applicant resubmitted new revised plans to the Town. This item was scheduled for the Feb. 7, 2023 DRB meeting. Only 4 DRB members confirmed they would be able to attend - but the day before the DRB meeting one of the DRB members notified the Town he tested positive for COVID and could not attend in person – so there was no quorum. The Town staff attempted to reschedule the DRB meeting later in February but was unable to achieve a consensus; therefore, the application has been scheduled for next regular March 7th, 2023 DRB meeting.

Town of Bay Harbor Islands
Possible Appeal to the Town Council of a Future DRB Decision
Single-Family Residence @ 1270 99th Street
February 28th, 2023
Page 2

It is our understanding one of the owners of the proposed development site is not pleased with some of the DRB's design review comments and frustrated with the time it has taken to obtain an approval from the Town's DRB. That person has filed a request to place an item on the March 8th, 2023 Town Council agenda requesting an appeal from the past deferrals and/or future DRB's final decision (approval / denial) – that has not been rendered as yet. Additionally, the Town has now received a letter from the project architect addressing the DRB's last review comments. The applicant has agreed to some of the recommended changes but opposes others. This letter will be provided to the DRB for their March 7th 2023 meeting. It is noted the applicant is asking the DRB for a waiver to construct a larger 2nd floor volume than the Code normally allows (83% vs. 80% max.). The future actions of the DRB cannot be predicted.

The Code allows persons (applicant / others) to file an appeal from an action of the DRB (approval / denial / deferral / other). Since there has been no final action by the DRB to approve / deny the project as yet, and it is frustrating to some to hear criticism / make changes to a design, and it is unfortunate when scheduled meetings do not occur due to unforeseen issues, we question why an appeal was filed with the Town Council. This application was reviewed by the DRB last on Dec. 6, 2022 and deferred for some final minor architectural refinements. The unfortunate meeting cancellation in early February was due to a person's illness – not to intentionally delay.

SUMMARY

This staff memo is being provided for informational purposes to set forth this project's review history.

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COMMUNITY DEVELOPMENT
MEMORANDUM**

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Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
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Town of Bay Harbor Islands
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Single-Family Residence @ 1270 99th Street
February 28th, 2023
Page 2

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SUMMARY

This staff memo is being provided for informational purposes to set forth this project's review history.



November 7, 2022

Town of Bay Harbor Islands
Design Review Board
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Reference: **Request for Waiver of 80% Rule Area of Second Floor per Section 23-11(A)(9)**

Project: **Casa Bay Harbor Islands**
1270 99th Street
Bay Harbor Islands, Florida 33154

To Whom It May Concern,

Project Casa Bay Harbor Islands is a new single-family home nestled on 99th Street between Broadview Terrace and East Broadway Drive. The home has been designed in a clear, clean, and appropriate manner located with-in the neighborhood of beautiful Bay Harbor Islands.

We will like to request for a waiver regarding zoning code Section 23-11(A)(9) which states that "for residences designed as two story structures, the second story shall not exceed 80% of the first (ground) floor gross floor area....."

It is to our understanding that the Design Review Board may grant and allow for modifications to the above-mentioned requirement in instances where enhanced architectural and detailing is provided on the exterior house facades to break the massing of the structure.

Therefore, FAO Architecture has very diligently designed this new single-family home to comply with the requested design elements and treatments of exterior facades to obtain your permission for Section 23-11(A)(9) to be waived.

The house presented before you has incorporated enhanced architectural features and detailing into its design such as:

- The massing of the facades and its planes have been broken-up to achieve movement and depth on both the east and the west facades. These side yard facades are the longer of the four sides, but we have interrupted its full length by jogging the volumes of the house, therefore, breaking up the continuous planes of the longer facades
- The design of the house incorporated an entry courtyard to the house flanked by the three sides providing depth to the front façade and articulating the entrance to create

FAO ARCHITECTURE, LLC
407 LINCOLN ROAD, SUITE 8-S
MIAMI BEACH FLORIDA 33139
AR 91841

TEL 786.448.5630
DESIGN@FAOARCHITECTURE.COM
WWW.FAOARCHITECTURE.COM

an inviting entry point to the home, surrounding you by its modern architecture and presenting many different materials such as exposed concrete, stucco walls with contrasting colors such as white and gray, composite wood, aluminum decorative work, and a water feature as well which will also invoke your hearing senses via water fall sounds. All of these can be perceived prior to entering the house

- We have played with the idea of solids and voids throughout the façade by using columns spaced apart creating a see-through screen for portions of the house which then turn and become beams which then become solid eyebrows. You can find these details on the front, side, rear and at the top of the home. The same elements have been used in two different types of materials, ones will be used as exposed concrete and in others will be used with stucco and white paint finish. This will create a beautiful material contrast throughout the perimeter of the house
- We have also used the concept of floating wall planes. Refer to the exposed concrete volumes to the left of the house when viewing from street. The front façade of this volume floats above the grade plane and it is disengaged from the side as well. This design gesture will enhance the breaking of planes not only from the face of the wall of the house but also from the ground
- We have introduced an elevated planter on one of the interior corners of the courtyard at the second-floor level. This will create depth to the house at the upper levels and will bring a touch of nature in the upper level creating a beautiful contrast within the design
- For these and many other design features of the house please refer to the 3D views of the house in the submittal package that has been submitted to you for your review

The original request letter for the October 18, 2022 DRB Board meeting we had requested the following:

- Second story shall not exceed 80% of the ground floor gross area = $80\% \times 3,301 \text{ s.f.}$ (first floor) = 2,641 s.f. of area allowed on second floor
- Proposed second floor area is 2,770 s.f.
- Second floor area is over by: $2,770 \text{ s.f.} - 2,641 \text{ s.f.} = 129 \text{ s.f.}$
- The second-floor area is over by 129 s.f.

On this revised request letter, we have decreased the area of the second floor increase from 129 s.f. to 102 s.f.. We reduced it by 27 s.f from original request.

If you refer to the Cover sheet, or A-100 (zoning table) or sheet Z-101 you will find the calculations of the second-floor area. Here you will see that the calculation is as follows:

- Second story shall not exceed 80% of the ground floor gross area = $80\% \times 3,301 \text{ s.f.}$ (first floor) = 2,641 s.f. of area allowed on second floor
- Proposed second floor area is 2,743 s.f.
- Second floor area is over by: $2,743 \text{ s.f.} - 2,641 \text{ s.f.} = 102 \text{ s.f.}$
- The second-floor area is over by 102 s.f.

I would like to bring to your attention and for your consideration that our second floor has a double height area above the entry foyer which is 188 s.f. of double heighted open space. Our design intention is not to over build the second floor, which we are not, but rather to provide a grand entry to the home by using the concept of a double height space above the foyer and keeping with the idea of breaking up of the planes but this time in a vertical manner within the house. Therefore, the physical floor area of the second floor is within the parameters of the 80% floor area of the first floor. Many municipalities such as City of Coral Gables and City of Miami Beach do not count double heighted spaces towards the floor area of the second-floor calculation. I hope you consider this design gesture as an enhancement of the experience of the home and not as an overbuilt second floor which clearly it is not the intent of the proposed design.

The design vocabulary and style of Casa Bay Harbor Islands can be described as "modern". Avoiding any ornamentation that is not necessary and expressing its architecture by its geometrical volumes, contrasting materials and free open spaces. The project is unique to this site, location, orientation, context, and neighborhood.

FAO Architecture strongly believes that the design concept presented before the Board meets and exceeds the requirements to waive the 80% rule. We have worked very hard to provide you an interesting, well-articulated and unique project for your consideration. I hope you feel the same way that our architectural firm does about this exiting new project to be.

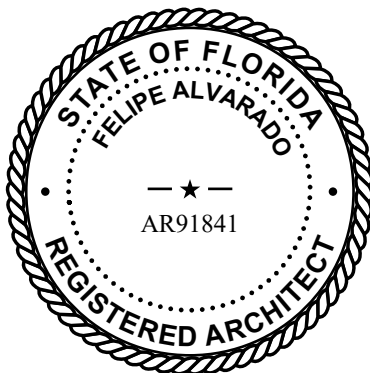
This project will not only enhance its neighborhood but will also be a positive and welcomed contribution to this area of Bay Harbor Islands. Since the design conception of this home, maintaining and promoting the urban fabric of this neighborhood in our design has and it has always been at the forefront of our work as is has been clearly shown in the design presented to this Board.

I would like to thank you in advance for your time in this matter.

Sincerely,



Felipe Alvarado, R.A., LEED AP



DRAINAGE REPORT

For

CASA BAY HARBOR

@ 1270 99th Sreet
Bay Harbor Islands, Fl 33154

Prepared by:



THIS ITEM HAS BEEN DIGITALLY SIGNED AND
SEALED BY MARCO A. OSORIO 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

(TCE Project #220625)

Florida Certificate of Authorization No: 27209

4011 West Flagler Street, Ste 404
Miami, FL 33134

July 22, 2022

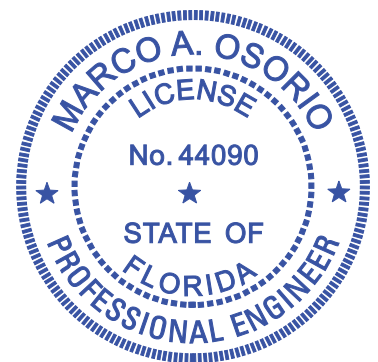


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- I. PROJECT DESCRIPTION**
- II. LAND USE INFORMATION**
- III. BAY HARBOR ISLANDS DESIGN CRITERIA**
 - **SOIL STORAGE CAPACITY CALCULATIONS**
 - **TOTAL RUNOFF OF 5-YEAR, 1-HOUR STORM**
 - **TOTAL VOLUME OF RUNOFF GENERATED**
 - **TOTAL RETENTION VOLUME PROVIDED ON-SITE**
 - **EXFILTRATION TRENCH DESIGN**
 - **DRAINAGE MAP & EXFILTRATION TEST**

I. PROJECT DESCRIPTION

The proposed project consists of the construction of a new single-family residence.

As specified by the City of Bay Harbor Islands, the site is designed to retain the 10-year, 24-hour storm with an intensity of 6.8 inches, with no ponding for more than 48-hours. The system uses a combination of exfiltration trench and retention areas capable of retaining the entire runoff volume generated by the 10-year, 24-hour storm on-site. The calculations follow the methodology set forth by the SFWMD in their publication titled "Management and Storage of Surface Water, Permit Information Manual, Volume 4."

II. LAND USE INFORMATION

		Basin -1 (Front Yard)	Basin-2 (Back Yard)
Total Basin Area	=	2,478 sq. ft.	7,522 sq. ft.
Total Impervious Area	=	760 sq. ft.	5,198 sq. ft.
Total Pervious Area	=	1,718 sq. ft.	2,324 sq. ft.

Assumptions:

Average Grade Elevation =	6.00' NGVD	5.00' NGVD
Assumed Water Table =	2.00' NGVD	

III. BAY HARBOR ISLANDS DESIGN CRITERIA FOR RESIDENTIAL PROPERTY

10 year - 24 hour Storm >> = 6.80"



Date: 7/22/2022
Document: Residential Drainage Calculation
Project Manager:
Project Name: CASA BAY HARBOR @ 1270 99 STREET, BAY HARBOR ISLAND
BASIN-1 (FRONT YARD)

Summary

Definitions		Project Information	Comments
I	Rainfall produced during 10 years, 24 hour storm event	6.80	
S	Soil storage capacity (in)		
A	Site total area (sf)	2,478	
Perv	Pervious area - grass, gravel... - (sf)		
Imp	Impervious area - roof, pavement, walkways, decks,		
R	Run off depth (in)		
V	Volume of runoff (cubic feet)		
WE	Compacted water storage (in)		
AEPA	Average elevation of Pervious Areas (ft)	5.00	
HGWE	High ground water elevation (ft)	2.00	Check also the geotechnical engineer report
DW	Distance between Avg Elevation of Pervious Areas and the High Ground Water Elevation	3.00	AEPA - HGWE = Depth to Water table - DW

Project detailed information:

Impervious areas		Description	Pervious areas		Description
Imp_1	760	driveway, walks & house	Per_1	1,718	grass
Imp_2	0	Pools	Per_2		
Imp_3	0		Per_3		
Imp_4	0	shed	Per_4		
Tot_Imp =	760		Tot_Per =	1,718	

Soil Storage Capacity Calculations (S)

Depth to Water Table	WE Compacted Water Storage (in)
1	0.45
2	1.88
3	4.95
4	8.18

$$S = \frac{\text{Pervious Area} * WE}{\text{Site Total Area}}$$

$$S = \frac{1718}{2,478} * 4.95$$

WE = 4.95

S = 3.43

Runoff Depth Calculation (R)

$$R = \frac{(I - 0.2 * S)^2}{(I + 0.8 * S)}$$

R = 3.92

in

Volumen of Runoff (V)

NOTE: The volume of runoff generated during a 5-year, 1-hour storm (V) must be contained within the property boundaries

$$V = A * R / 12$$

V = 809

Cubic feet

Volume of retention provided on site

Volume of swales

Swale	A1 (Ft^2)	Ao (Ft^2)	A average (Ft)	h (ft)	Volumen (Ft^3)
1 (5.5'-6.0')	15	200	108	0.5	54
2(5.5'-6.0')	308	649	479	0.5	239
			-		0
			-		0
Total					293

Volumen of runoff

>

Volumen of Retention

Conclusion

Volume of runoff treated by retention areas (cf) =	293
Volume of runoff treated by Exfiltration Trench (cf) =	516
Volume total treated (cf) =	809

The entire runoff volume generated by the 10-year 24-Hour rainfall (809 cf) will be retained inside the proposed retention areas and the 20 LF of exfiltration trench. This way, the entire runoff volume will be contained within the property.



Made by: M.A.O.
Checked by: _____

Date: 07/22/22

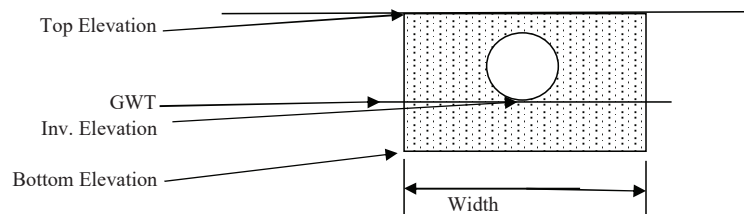
CASA BAY HARBOR @ 1270 99 STREET, BAY HARBOR ISLAND

BASIN - 1 (FRONT YARD)

EXFILTRATION TRENCH CALCULATIONS

Total Drainage Area = **0.057** acres.
Impervious Area = **0.017** acres. (C = **0.95**)
Pervious Area = **0.039** acres. (C = **0.25**)

Lowest Grnd. Elev. for Prop. Exfil. Trench = **6.00** ft. NGVD.



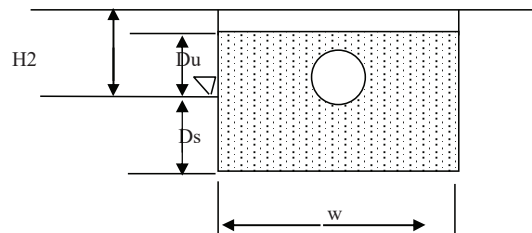
Proposed Exfiltration Trench:

Top Elevation = **5.00** ngvd
GWT = **2.00** ngvd
Pipe Diameter = **12** inches
Inv. Elevation = **2.00** ngvd
Bottom Elevation = **0.00** ngvd
Width = **3.50** feet.
k = **1.72E-04** cfs/sf-ft of head.

TYPICAL EXFILTRATION TRENCH DESIGN by SFWMD

If $D_s \leq D_u$ Use: $L = \text{Volume} / [k / SF \times (H_2 \times W + 2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$
If $D_s > D_u$ Use: $L = \text{Volume} / [k / SF \times (2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$

Volume = Total 5Y-1D Runoff - Swale Retention Vol. (ft³)
k = Hyd. Conductivity (cfs/sf - ft)
H₂ = Depth to the Water Table (ft)
W = Trench width (ft)
D_u = Non-Saturated Trench Depth (ft)
D_s = Saturated Trench Depth (ft)
SF = Safety Factor
PS = Pipe Storage (ft.³)



Required Retention Volume = **516** (ft.³)
Required Retention Volume = **0.012** ac-ft.
Volume = **0.142** ac-in.
k = **0.000172** cfs/sf-ft
H₂ = **4.00** ft.
W = **3.00** ft.
D_u = **3.00** ft.
D_s = **2.00** ft.

L Required = 16.43 feet

USE LENGTH = 20 feet





Date: 7/22/2022
Document: Residential Drainage Calculation
Project Manager:
Project Name: CASA BAY HARBOR @ 1270 99 STREET, BAY HARBOR ISLAND
BASIN-2 (BACK YARD)

Summary

Definitions		Project Information	Comments
I	Rainfall produced during 10 years, 24 hour storm event	6.80	
S	Soil storage capacity (in)		
A	Site total area (sf)	7,522	
Perv	Pervious area - grass, gravel... - (sf)		
Imp	Impervious area - roof, pavement, walkways, decks,		
R	Run off depth (in)		
V	Volume of runoff (cubic feet)		
WE	Compacted water storage (in)		
AEPA	Average elevation of Pervious Areas (ft)	6.50	
HGWE	High ground water elevation (ft)	2.00	Check also the geotechnical engineer report
DW	Distance between Avg Elevation of Pervious Areas and the High Ground Water Elevation	4.50	AEPA - HGWE = Depth to Water table - DW

Project detailed information:

Impervious areas		Description	Pervious areas		Description
Imp_1	4,673	driveway, walks & house	Per_1	2,324	grass
Imp_2	525	Pools	Per_2		
Imp_3	0		Per_3		
Imp_4	0	shed	Per_4		
Tot_Imp =	5,198		Tot_Per =	2,324	

Soil Storage Capacity Calculations (S)

Depth to Water Table	WE Compacted Water Storage (in)
1	0.45
2	1.88
3	4.95
4	8.18

$$S = \frac{\text{Pervious Area} * WE}{\text{Site Total Area}}$$

$$S = \frac{2324}{7,522} = 0.309$$

$$WE = 8.18$$

$$S = 2.53$$

Runoff Depth Calculation (R)

$$R = \frac{(I - 0.2 * S)^2}{(I + 0.8 * S)}$$

$$R = 4.49 \text{ in}$$

Volumen of Runoff (V)

NOTE: The volume of runoff generated during a 5-year, 1-hour storm (V) must be contained within the property boundaries

$$V = A * R / 12$$

$$V = 2,815 \text{ Cubic feet}$$

Volume of retention provided on site

Volume of swales

Swale	A1 (Ft^2)	Ao (Ft^2)	A average (Ft)	h (ft)	Volumen (Ft^3)
1 (6.0'-6.5')	523	781	652	0.5	326
2 (6.0'-6.5')	339	552	446	0.5	223
				Total	549

Volumen of runoff

<

Volumen of Retention

Conclusion

Volume of runoff treated by retention areas (cf) =	549
Volume of runoff treated by Exfiltration Trench (cf) =	2,267
Volume total treated (cf) =	2,815

The entire runoff volume generated by the 10-year 24-Hour rainfall (2,931 cf) will be retained inside the proposed retention areas and the 70 LF of exfiltration trench. This way, the entire runoff volume will be contained within the property.



Made by: M.A.O.
Checked by: _____

Date: 07/22/22

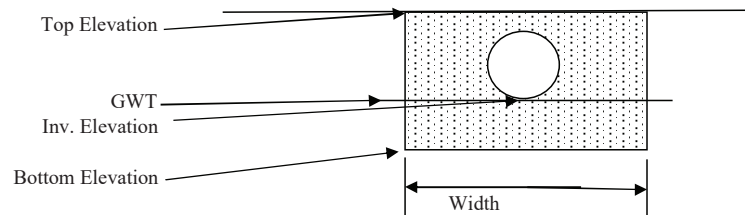
CASA BAY HARBOR @ 1270 99 STREET, BAY HARBOR ISLAND

BASIN -2

EXFILTRATION TRENCH CALCULATIONS

Total Drainage Area = **0.173** acres.
Impervious Area = **0.119** acres. (C = **0.95**)
Pervious Area = **0.053** acres. (C = **0.25**)

Lowest Grnd. Elev. for Prop. Exfil. Trench = **6.00** ft. NGVD.



Proposed Exfiltration Trench:

Top Elevation = **5.00** ngvd
GWT = **2.00** ngvd
Pipe Diameter = **12** inches
Inv. Elevation = **2.00** ngvd
Bottom Elevation = **0.00** ngvd
Width = **3.50** feet.
k = **1.72E-04** cfs/sf-ft of head.

TYPICAL EXFILTRATION TRENCH DESIGN by SFWMD

If $D_s \leq D_u$ Use: $L = \text{Volume} / [k / SF \times (H_2 \times W + 2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$
If $D_s > D_u$ Use: $L = \text{Volume} / [k / SF \times (2 \times H_2 \times D_u - D_u^2 + 2 \times H_2 \times D_s) + (1.39 \times 10^{-4}) \times (W \times D_u)]$

Volume = Total 5Y-1D Runoff - Swale Retention Vol. (ft³)

k = Hyd. Conductivity (cfs/sf - ft)

H₂ = Depth to the Water Table (ft)

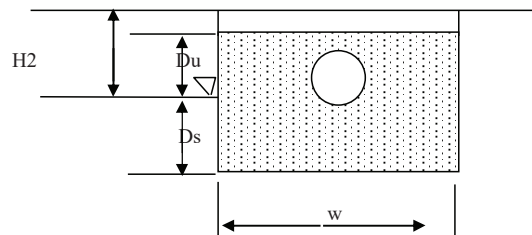
W = Trench width (ft)

D_u = Non-Saturated Trench Depth (ft)

D_s = Saturated Trench Depth (ft)

SF = Safety Factor

PS = Pipe Storage (ft.³)



Required Retention Volume = **2,267** (ft.³)
Required Retention Volume = **0.052** ac-ft.
Volume = **0.624** ac-in.
k = **0.000172** cfs/sf-ft
H₂ = **4.00** ft.
W = **3.50** ft.
D_u = **3.00** ft.
D_s = **2.00** ft.

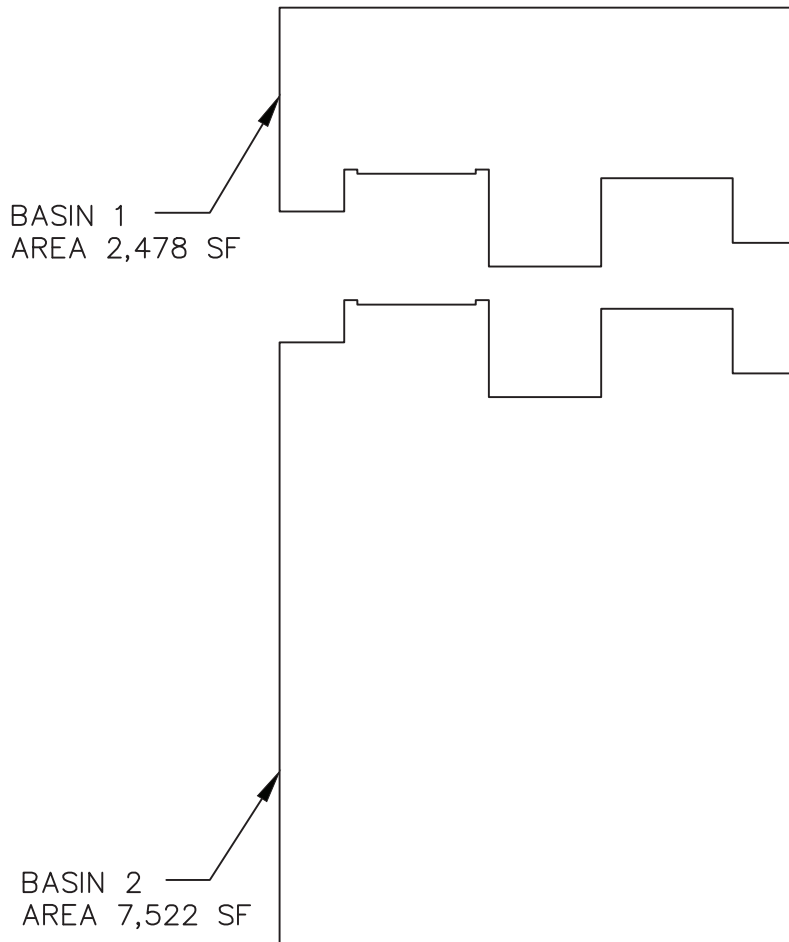
L Required = 67.87 feet

USE LENGTH = 70 feet

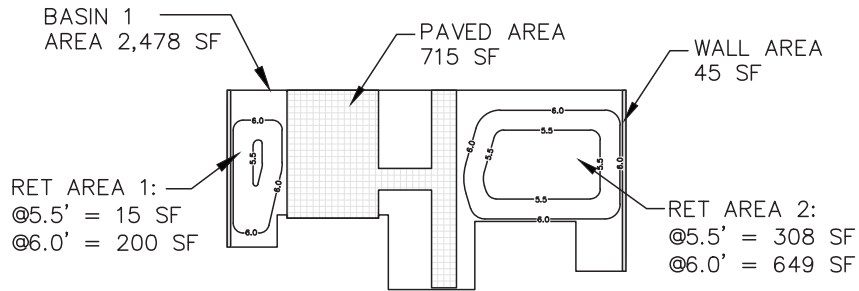


DRAINAGE MAP

TOTAL SITE CONTRIBUTING AREA = 10,000 SF
TOTAL BASIN 1 AREA = 2,478 SF
TOTAL BASIN 2 AREA = 7,522 SF

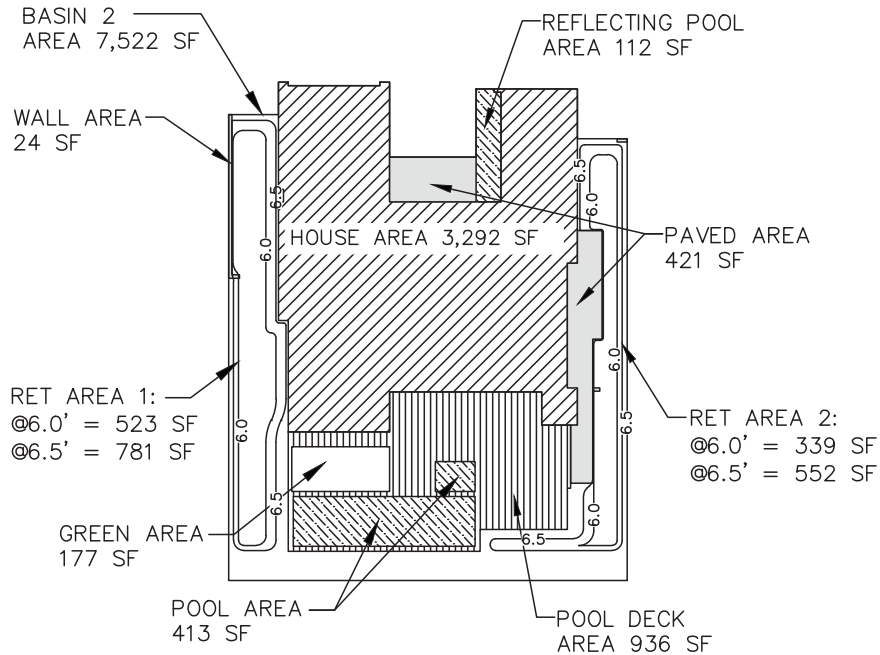


BASIN-1



PAVED AREA	715 SF
WALL AREA	45 SF
TOTAL IMPERVIOUS AREA	760 SF
TOTAL PERVIOUS AREA	1,718 SF
TOTAL BASIN 1 AREA	2,478 SF

BASIN-2



PAVED AREA	421 SF
WALL AREA	24 SF
HOUSE AREA	3,292 SF
DECK AREA	936 SF
POOL/SPA AREA	525 SF
TOTAL IMPERVIOUS AREA	5,198 SF
GREEN AREA	177 SF
TOTAL PERVIOUS AREA	2,324 SF
TOTAL BASIN 2 AREA	7,522 SF



DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

PERCOLATION TEST ACCORDING TO S.F.W.M.D.

D.O.T. STANDARD TEST

DATE : October 25, 2021
 CLIENT : CDO DEVELOPMENT I, LLC.
 PROJECT : Proposed Casa Bay Harbor @
 PROJECT LOCATION : 1270 -99th Street, Bay Harbor Islands, FL
 LOCATION OF TEST : SAS
 DIAMETER OF HOLE : 7"
 TEST NO. : P-1

TEST DEPTH (feet) 0-5'

AVERAGE FLOW (GPM) 3.4

AVERAGE K (CFS/Sq. Ft-Ft Head) ⁻⁴ 1.72x10

* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 4' Below existing ground surface.

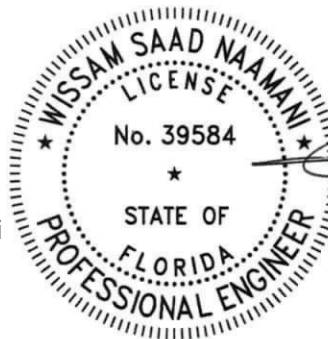
SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-1"	Asphalt
0'-1" to 1'-6"	Tan silty sand
1'-6" to 6'-0"	Gray silt
6'-0" to 9'-0"	Peat
9'-0" to 15'-0"	Gray fine silty beach sand

Field Tech: M.G.

Wissam S
Naamani
P.E.

Digitally signed by
Wissam S Naamani
P.E.
Date: 2021.11.19
11:22:02 -05'00'



Respectfully submitted,

Wissam
 Wissam Naamani, P. E.
 DYNATECH ENGINEERING CORP.
 Florida Reg. No. 39584
 Certificate of Authorization No.: CA 5491

* As a mutual protection to the clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval.

"This item has been digitally signed and sealed by Wissam Saad Naamani, P.E. on the date adjacent to the seal using a IdenTrust authentication code. Printed copies of this document are not considered signed & sealed and the IdenTrust authentication code must be verified on any electronic copies".

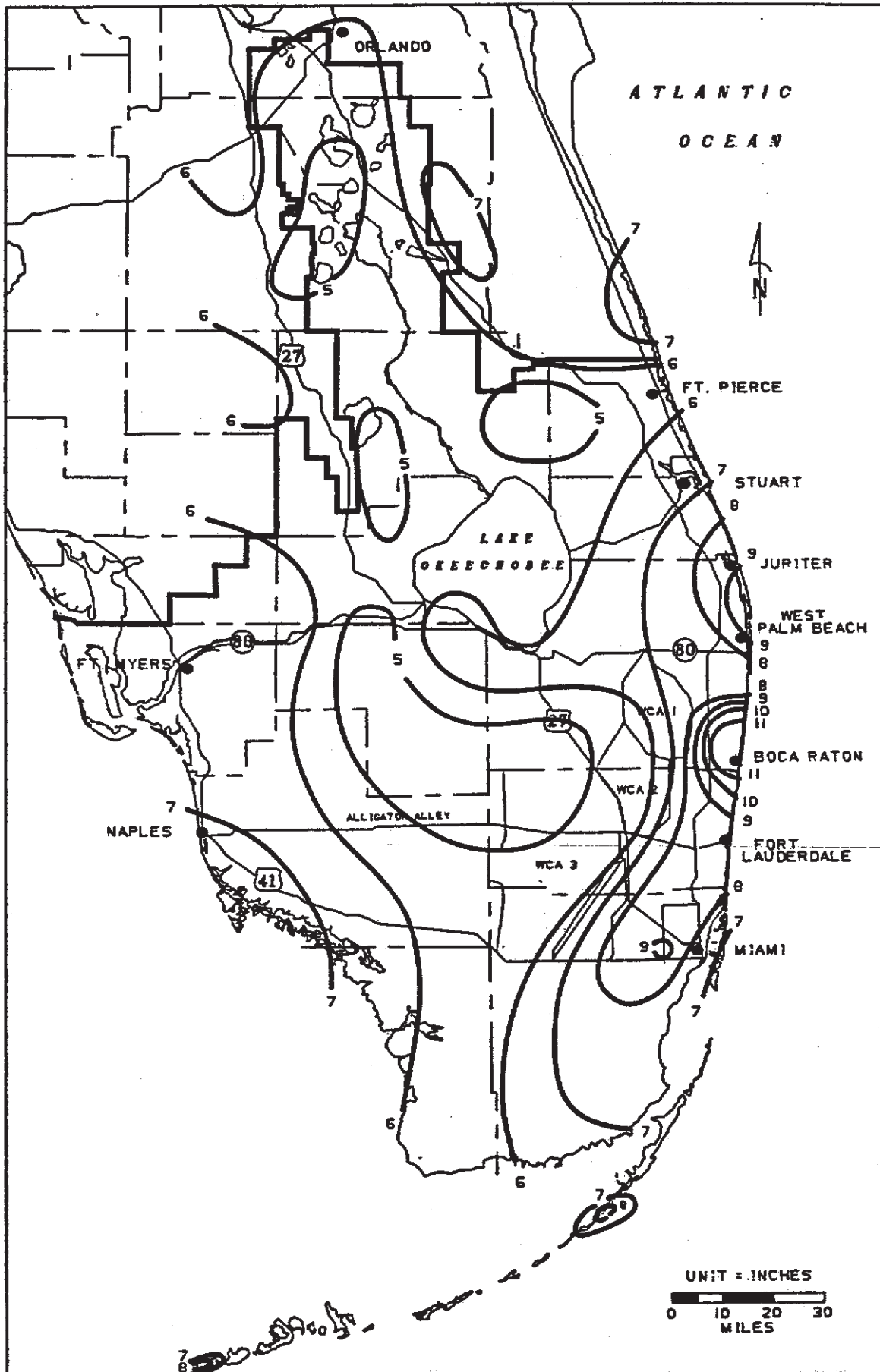
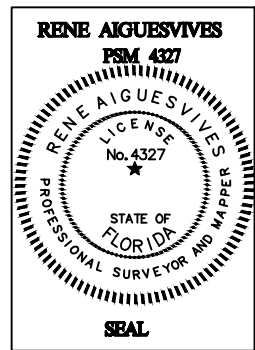
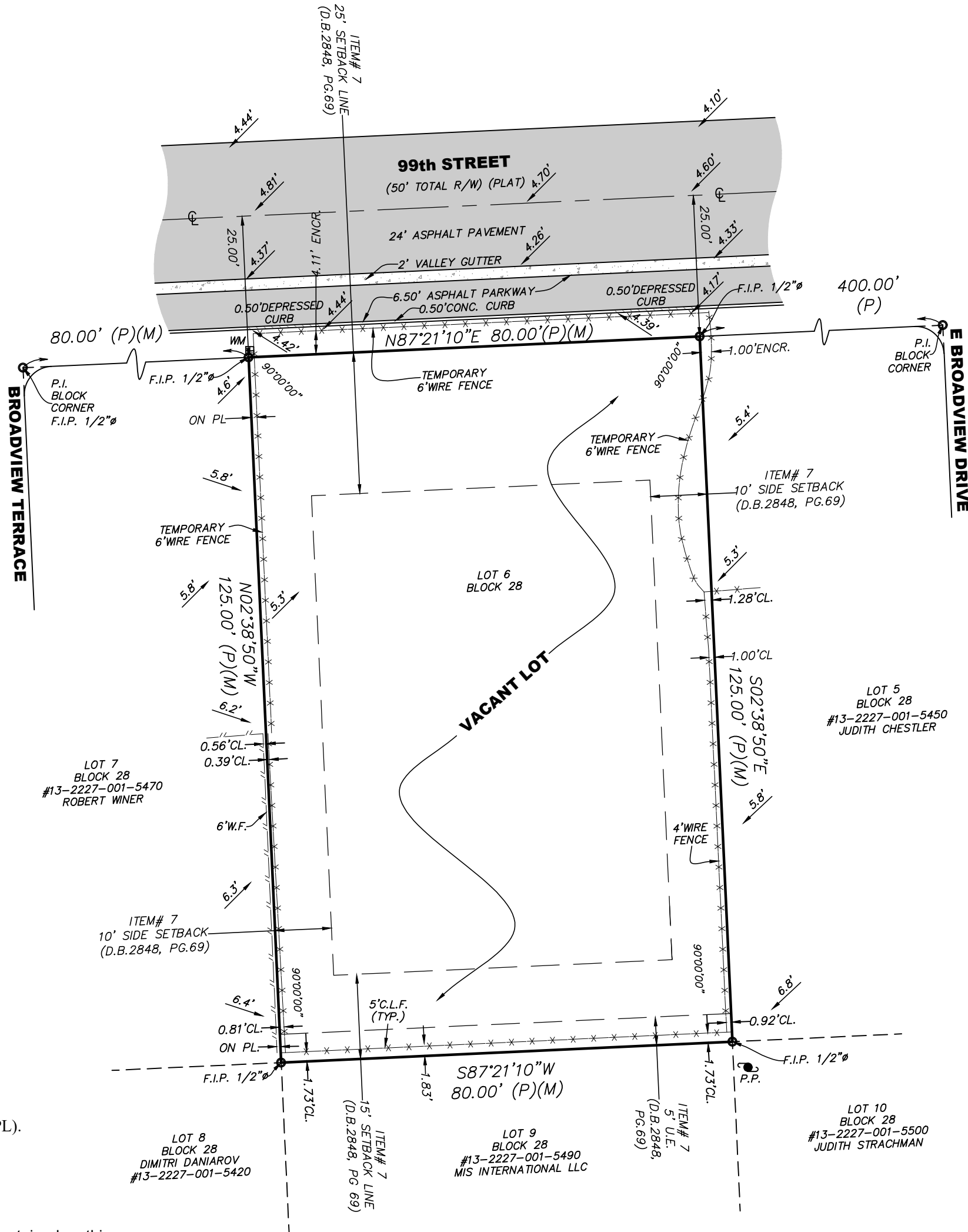


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

NOTE:

- All clearances and/or encroachments shown hereon are of the apparent nature, fence legal ownership not determined.
- Information shown hereon is only for the exclusive and specific use of those persons, parties or institutions in the certification.
- Cause restrictions and title search not reflected in this survey
- Underground utilities, improvements, footings and encroachments, if any not located.
- Underground utilities, improvements, footings and encroachments, if any not located, be free from flooding or damage and does not create liability on the part of the firm or employee thereof, for any damage that occurs from reliance on said information.
- Dates depicted hereon were surveyed per legal description provided by client and no claims as to ownership or matters of title made or implied.

A portion of land in Section 27, Township 52 South, Range 42 East
Bay Harbor Islands, Miami-Dade County, Florida



LOCATION MAP
(N.T.S.)

With reference to Chicago Title Insurance Company Commitment Order No. 9439082, dated April 02, 2021 at 800 A.M., I hereby certify as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 8, 11(a), 13 and 14 of Table A thereof.
The field work was completed on 06/14/21.


Rene Aiguessives
Florida PSM # 4327

	AREA
SQ. FT.	±10000.00
ACRES	±0.229

**"THIS SURVEY DECLARATION IS MADE ON THE
FIELD DATE INDICATED, TO THE OWNER(S) LISTED.
IT IS NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS."**

Bearing, if any, shown based on Plat Meridian (reference) NORTH & N87°21'10"E

REVISIONS:
 10/26/2021 Lot Elevation & Tree Location Added *RA*
 11/02/2021 Revisions
 06/10/2022 UPDATE *RA*

FLOOD ZONE AE	COMM. No. 120637	PANEL No. 0144	SUFFIX: L	Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.
F.I.R.M.DATE 09 / 11 / 09	F.I.R.M.INDEX 09 / 11 / 09	BASE ELEV. 8 FT N.G.V.D.		

ALTA/NSPS SURVEY.
I HEREBY CERTIFY: that this survey meets the minimum technical standards as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

RENE AIGUESVIVES 10/27/21
PROFESSIONAL SURVEYOR AND
MAPPER No. 4327. State of Florida.

Alvarez, Aiguesvives and Associates, Inc.
Surveyors, Mappers and Land Planners
9789 Sunset Drive, Miami, FL 33173
Phone 305.220.2424 Fax 305.552.8181
L.B. No. 6867 / E-mail: aaasurvey@aol.com

Field Date 10/27/21	Scale: 1"=20'	Drawn by: R.S.	Drwg. No. 21-23266
------------------------	------------------	-------------------	-----------------------



PIC: **1**

VIEW:
SITE

ADDRESS:
1270
99th ST.



PIC: **2**

VIEW:
NEIGH-
BOR
EAST

ADDRESS:
1260
99th ST.



PIC: **3**

VIEW:
NEIGH-
BOR
EAST

ADDRESS:
1260
99th ST.



PIC: **4**

VIEW:
NEIGH-
BOR
WEST

ADDRESS:
9855
BROAD-
VIEW
TER.



PIC: **5**

VIEW:
NEIGH-
BOR
WEST

ADDRESS:
9855
BROAD-
VIEW
TER.



PIC: **6**

VIEW:
NEIGH-
BOR
SOUTH

ADDRESS:
1271
98th
ST.



PIC: **00**

VIEW:
LOCATION
MAP

1 CAMERA
POINT OF
VIEW

CASA BAY HARBOR
ISLANDS
1270 99th STREET



NEIGHBORING HOMES

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 14-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5600

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH
RESPECT TO THIS PROJECT. THE ARCHITECT AND THE
CONSULTANTS SHALL BE DEEMED THE AUTHORS AND
OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF
SERVICE AND SHALL RETAIN ALL COMMON LAW,
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
EXISTING CONDITIONS

SHEET:

EXTG-101



PIC: 1

VIEW:
SITE SOUTH



PIC: 2

VIEW:
SITE WEST



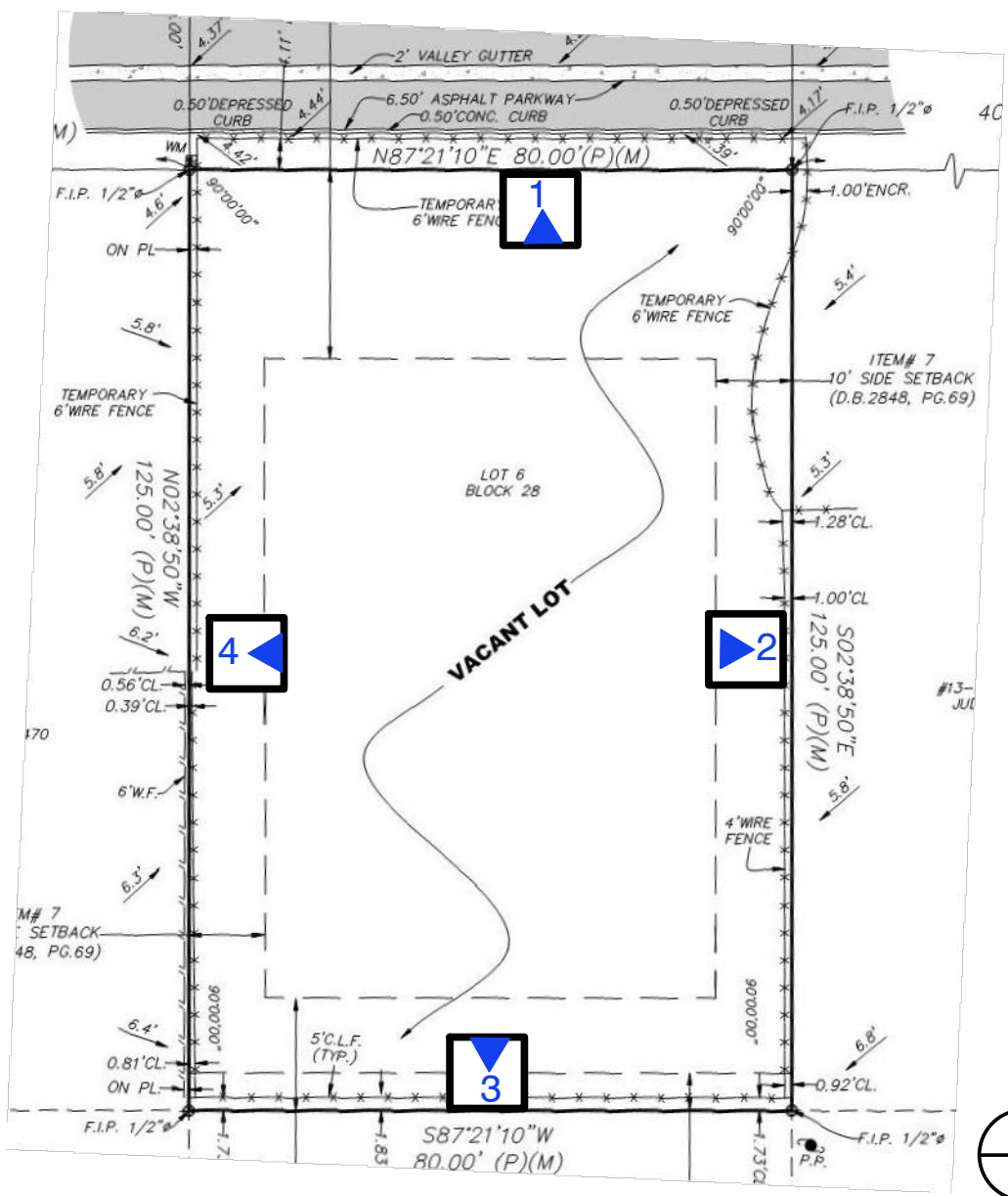
PIC: 3

VIEW:
SITE NORTH



PIC: 4

VIEW:
SITE EAST



PIC: 00

EXIST. SITE
SCALE: NTS

1 CAMERA
POINT OF
VIEW

CASA BAY HARBOR
ISLANDS
1270 99th STREET

DESIGN REVIEW BOARD PRESENTATION

FAO	
ARCHITECTURE	
ARCHITECTURE	INTERIOR DESIGN PLANNING
407 LINCOLN ROAD SUITE 4-6 MIAMI BEACH, FLORIDA 33139 P 786.448.5600	
PROJECT NO: 2107	
CLIENT: CDO DEVELOPMENT I, LLC	
1135 KANE CONCOURSE, 5TH FLOOR BAY HARBOR ISLANDS, FLORIDA 33154	
REVISIONS: △ DRB COMMENT (SECOND FLOOR EXTERIOR STAIR) 12/06/2022	
CFS ENGINEERING GROUP, INC. STRUCTURAL ENGINEER 185 NW 108TH STREET MIAMI SHORES, FLORIDA 33168	
ARPE ENGINEERING, LLC MEP ENGINEERING 2020 PONCE DE LEON BLVD. SUITE 1002 CORAL GABLES, FLORIDA 33134	
TERRA CIVIL ENGINEERING, LLC CIVIL ENGINEERING 4011 WEST FLAGLER ST., SUITE 404 MIAMI, FLORIDA 33134	
ALL LANDSCAPE DATA, INC LANDSCAPE ARCHITECT 9737 NW 41ST STREET SUITE 919 MIAMI, FLORIDA 33178	
CASA BAY HARBOR ISLANDS 1270 99th STREET BAY HARBOR ISLANDS, FLORIDA 33154	
PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME	
FAO ARCHITECTURE, LLC. DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.	
SEAL:	
FELIPE ALVARADO AR 91841	
PHASE: DRB PRESENTATION	
ISSUE DATE: JUNE 27, 2022	
SHEET TITLE: EXISTING CONDITIONS	
SHEET:	
EXTG-102	



1 FRONT VIEW IN CONTEXT
SCALE: NTS



2 FRONT VIEW IN CONTEXT
SCALE: NTS

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 14-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5600

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC
1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168
ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134
TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134
ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
11270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH
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OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF
SERVICE AND SHALL RETAIN ALL COMMON LAW,
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
EXISTING CONDITIONS

SHEET:

EXTG-103

DESIGN REVIEW BOARD PRESENTATION



1
EXTG-104

SIDE VIEW(EAST) IN CONTEXT
SCALE: NTS



2
EXTG-104

SIDE VIEW(WEST) IN CONTEXT
SCALE: NTS

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 145
MIAMI BEACH, FLORIDA 33139
P 786.448.5600

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC
1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
△ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168
ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134
TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134
ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH
RESPECT TO THIS PROJECT. THE ARCHITECT AND THE
CONSULTANTS SHALL BE DEEMED THE AUTHORS AND
OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF
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SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
EXISTING CONDITIONS

SHEET:

EXTG-104



1

EXTG-105

REAR VIEW(NORTH) IN CONTEXT

SCALE: NTS

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTUREINTERIOR DESIGNPLANNING

407 LINCOLN ROAD
SUITE 14-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5630

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC
1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
ΔDRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

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ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
EXISTING CONDITIONS

SHEET:

EXTG-105



1 FRONT AERIAL VIEW IN CONTEXT
SCALE: NTS



2 REAR AERIAL VIEW IN CONTEXT
SCALE: NTS

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 410
MIAMI BEACH, FLORIDA 33139
P 786.448.5030

PROJECT NO:

2107

CLIENT:

CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

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EXTERIOR STAIR) 12/06/2022

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FELIPE ALVARADO AR 91841

PHASE:

DRB PRESENTATION

ISSUE DATE:

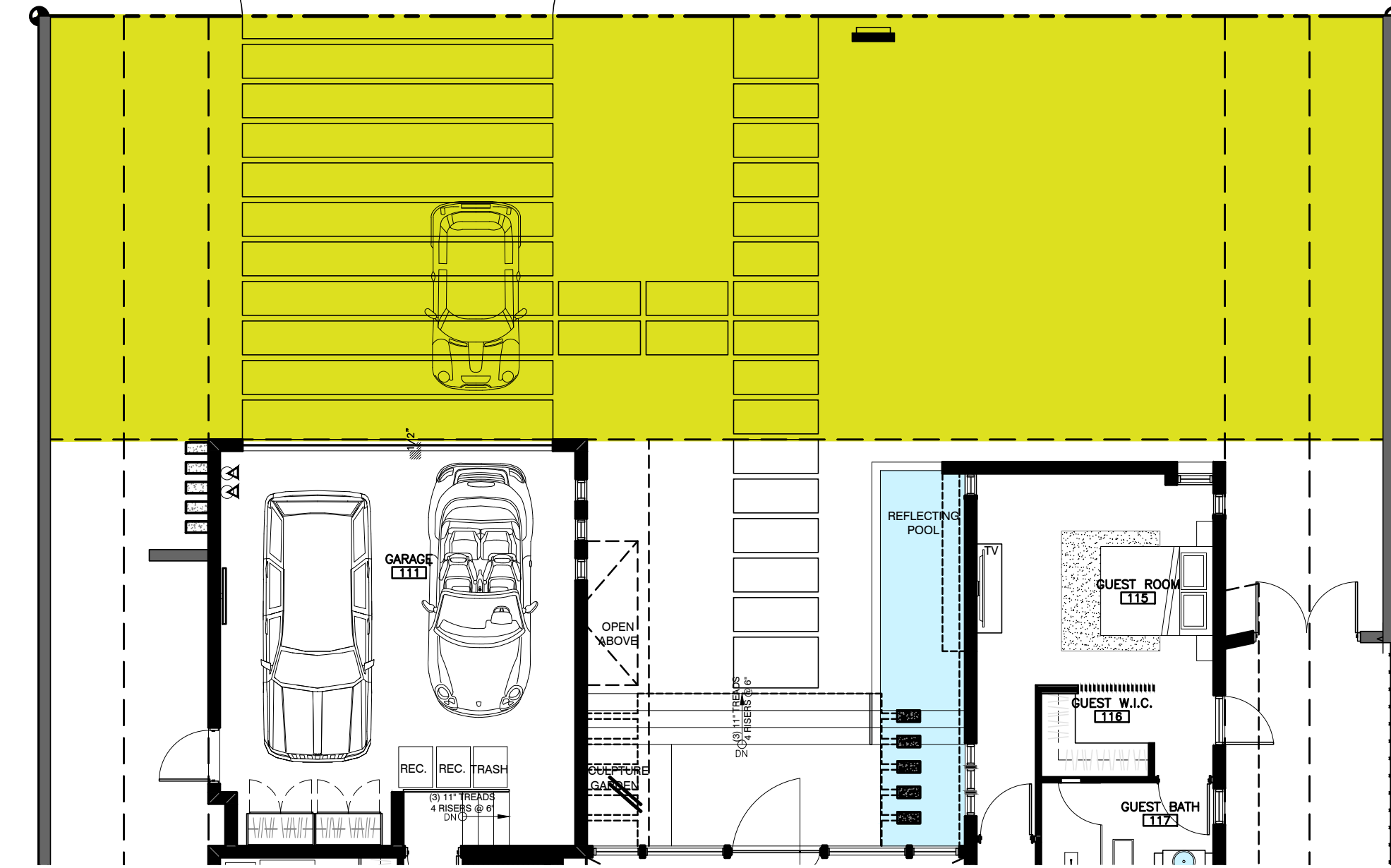
JUNE 27, 2022

SHEET TITLE:

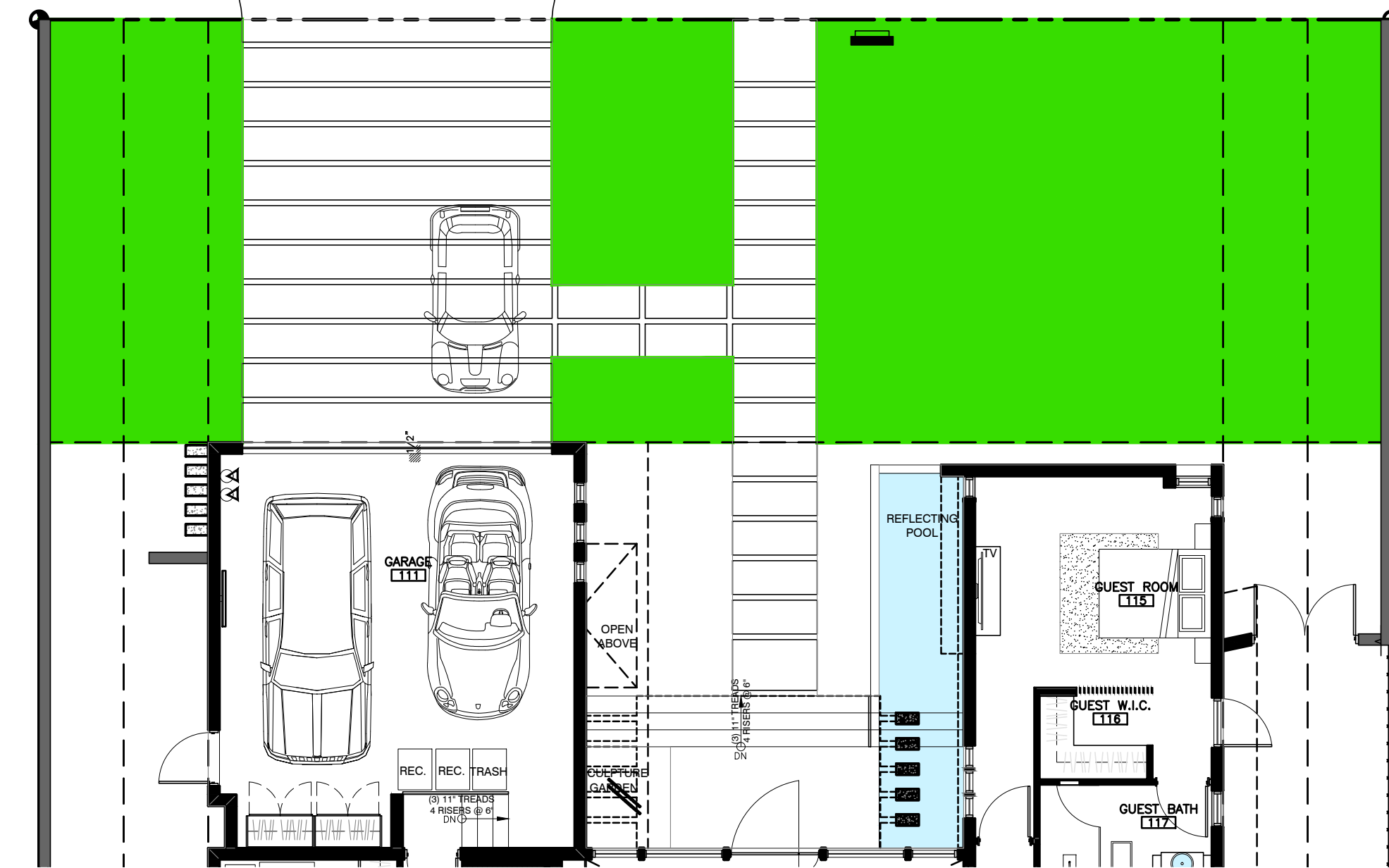
EXISTING CONDITIONS

SHEET:

EXTG-106



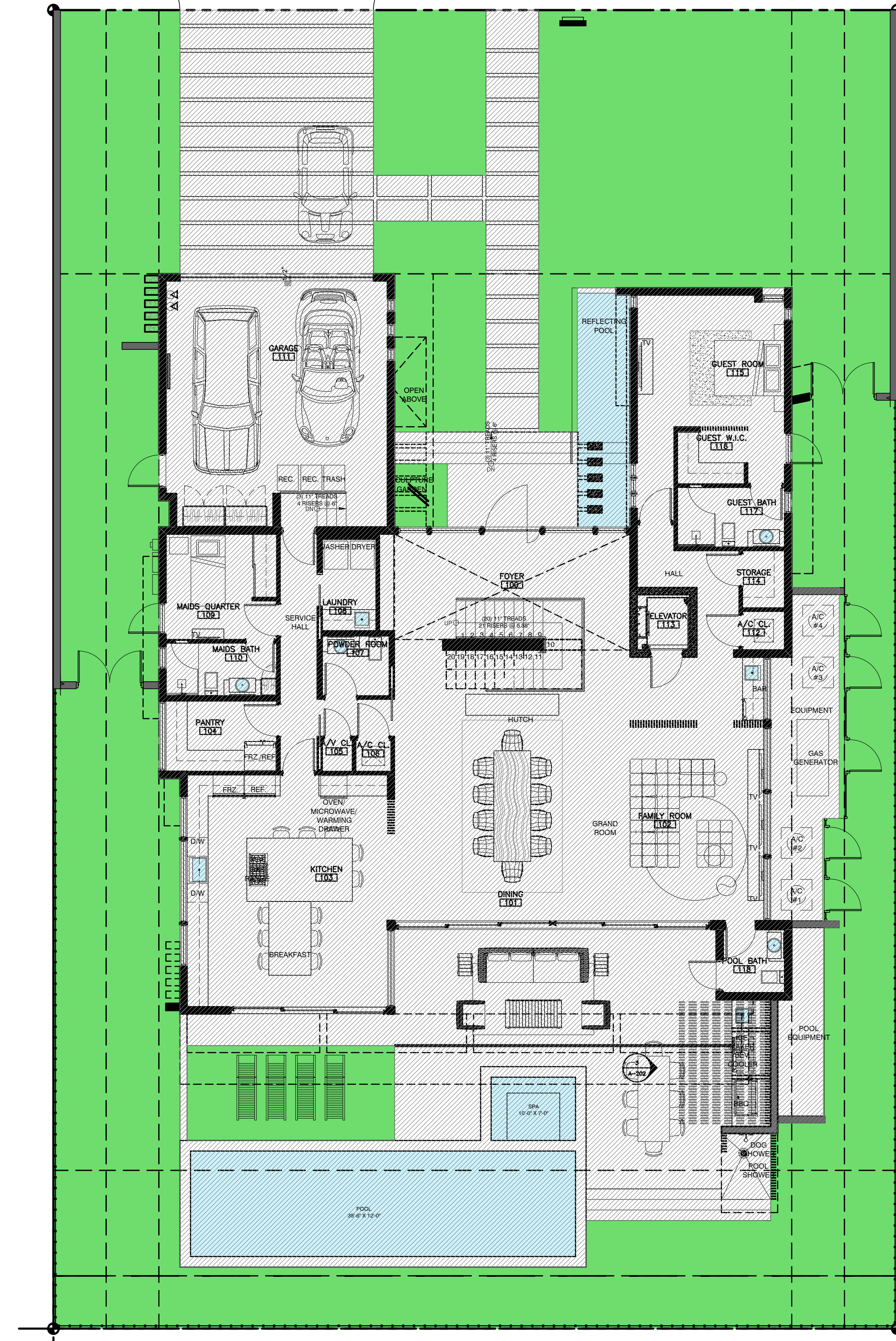
2 GREEN OPEN SPACE FRONT YARD CALCULATION
SCALE: 1/16"=1'-0"



3 FRONT YARD OPEN SPACE CALCULATION
SCALE: 1/16"=1'-0"

GREEN OPEN SPACE FRONT YARD CALCULATION (REFER TO SHEET Z-101 FOR DIAGRAMS)

- OPEN SPACE FRONT YARD TOTAL AREA CALCULATION = 2,000 S.F.
- PERVIOUS LANDSCAPE OPEN SPACE FRONT YARD REQUIRED (50% X 2,000 S.F.) = 1,000 S.F.
- PERVIOUS LANDSCAPE OPEN SPACE FRONT YARD PROVIDED = (68.5%) 1,370 S.F.



1 OPEN SPACE AREA CALCULATION
SCALE: 1/16"=1'-0"

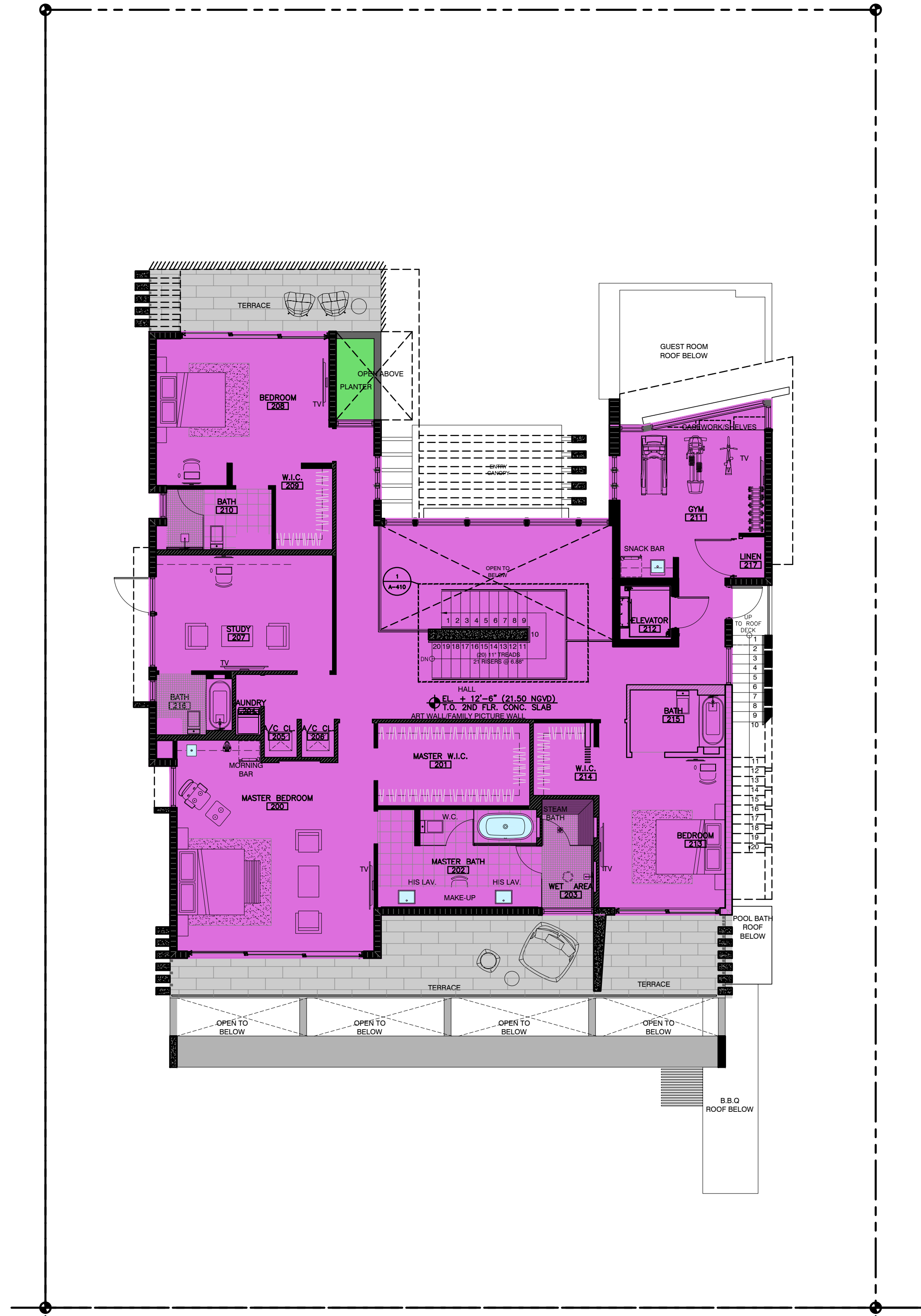
OVERALL SITE GREEN OPEN SPACE PROVIDED (REFER TO SHEET Z-101 FOR DIAGRAMS)

LOT AREA = 10,000 S.F.

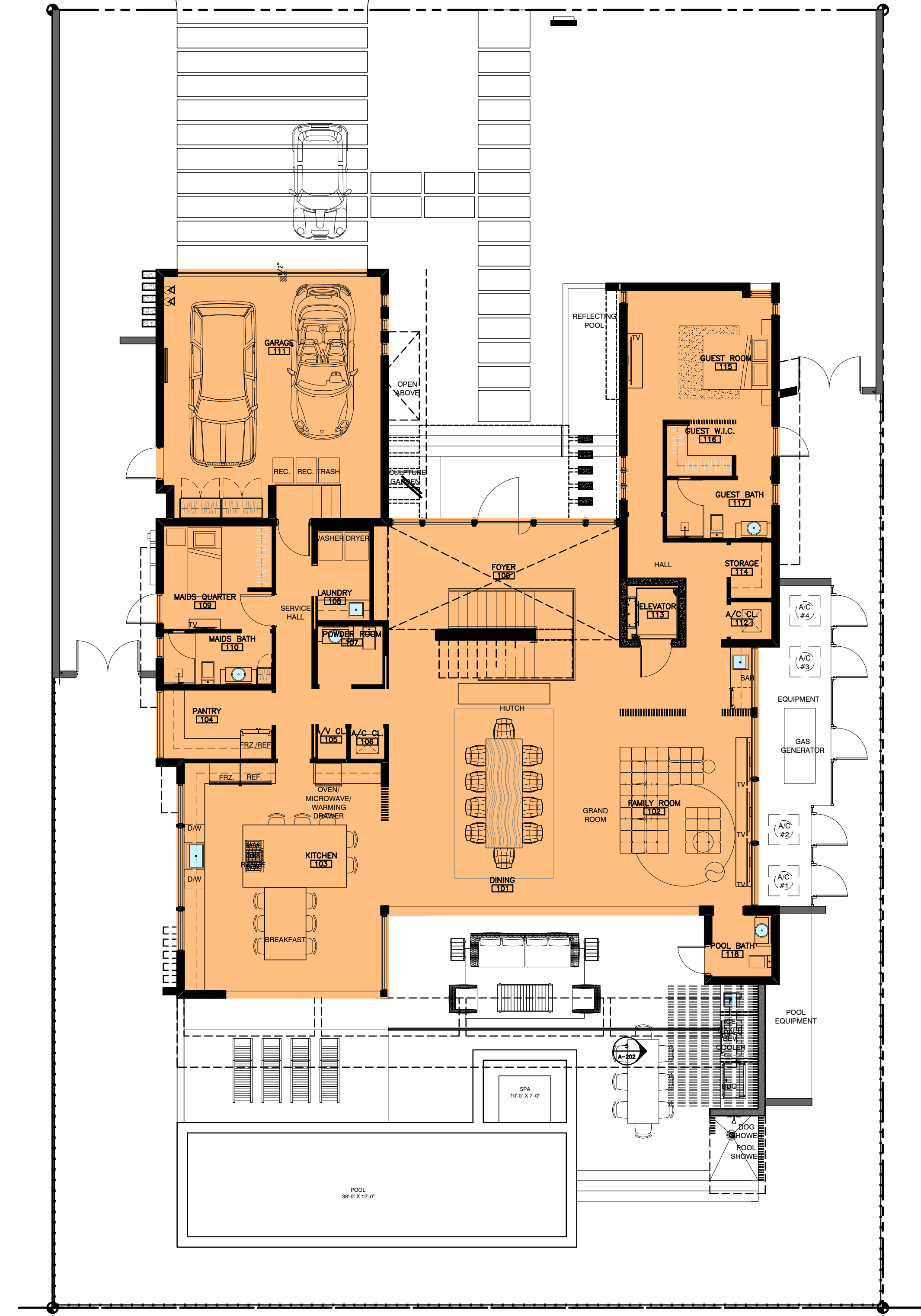
- OPEN SPACE REQUIRED(TWO STORY) = (40%) 4,000 S.F.
- OPEN SPACE PERVIOUS PROVIDED = (41.5%) 4,154 S.F.
- IMPERVIOUS AREA PROVIDED = (58.5%) 5,846 S.F.

LOT COVERAGE CALCULATION (REFER TO SHEET Z-101 FOR DIAGRAMS)

- LOT COVERAGE PROVIDED = (58.5%) 5,846 S.F.



2 SECOND FLOOR AREA CALCULATION
Z-102 SCALE: 1/16"=1'-0"



1 FIRST FLOOR GROSS AREA CALCULATION
Z-102 SCALE: 1/16"=1'-0"

SECOND STORY AREA CALCULATION (REFER TO SHEET Z-102 FOR DIAGRAMS)

SECOND STORY SHALL NOT EXCEED 80% OF THE GROUND FLOOR GROSS AREA INSIDE EXTERIOR WALLS(AIR AND NON AIR CONDITIONED AREAS): $80\% \times 3,301 \text{ S.F.} = 2,641 \text{ S.F.}$

SECOND FLOOR AREA PROVIDED: 2,770 S.F.
SECOND FLOOR IS OVER THE MAXIMUM ALLOWED: $2,743 \text{ S.F. (SECOND FLOOR)} - 2,641 \text{ S.F. OF 80\% OF GROUND FLOOR GROSS AREA} = 102 \text{ S.F.}$

THEREFORE, WE AREA REQUESTING FOR DRB TO ALLOW AREA INCREASE AS PER SECTION 23-11(A)(9). PLEASE REFER TO ATTACHED LETTER FOR REQUEST

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 4-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

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MEP ENGINEERING
2020 PONCE DE LEON BLVD.
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FELIPE ALVARADO AR 91841

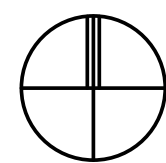
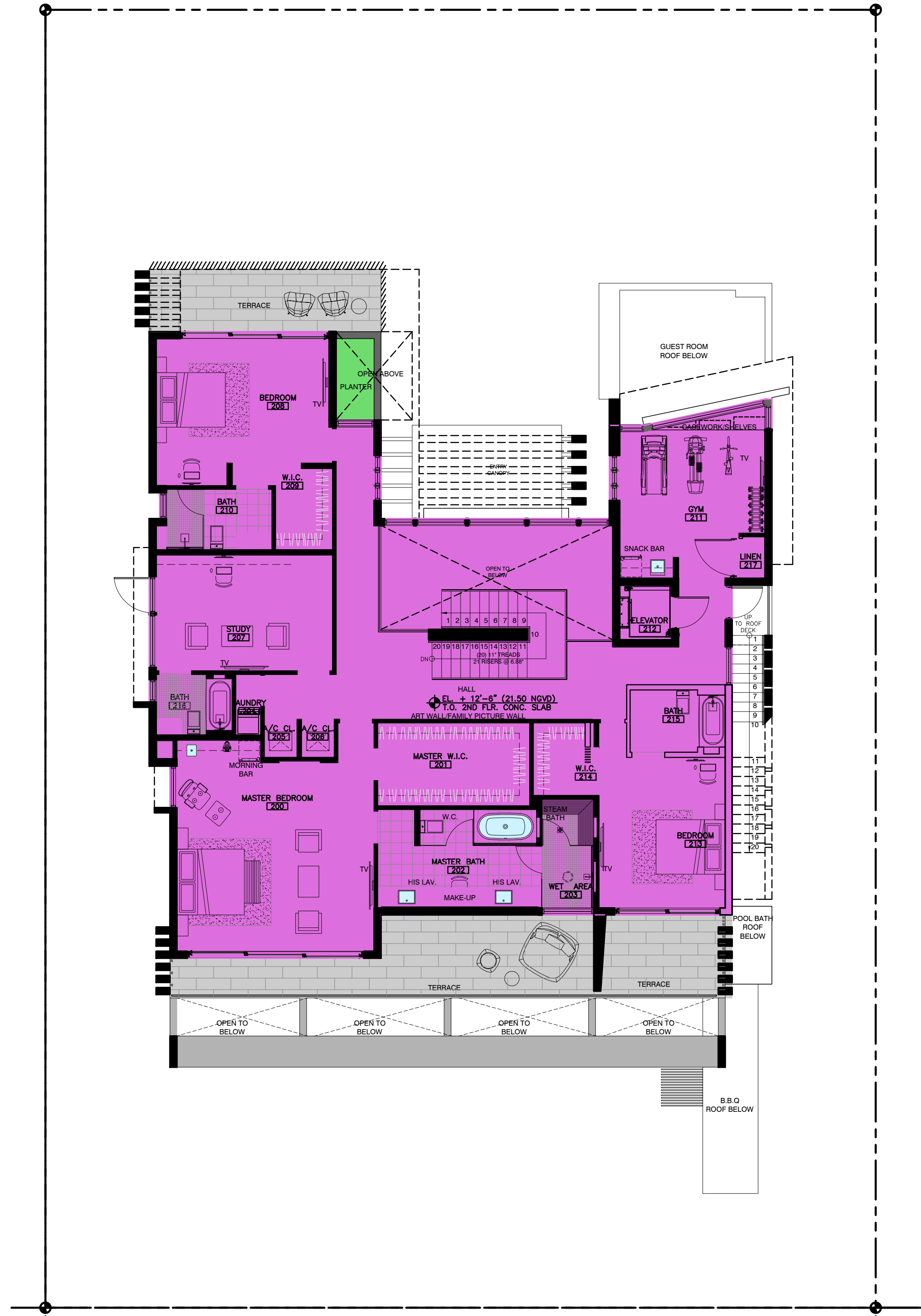
PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
ZONING CALCULATION
DIAGRAMS & TABLES

SHEET:

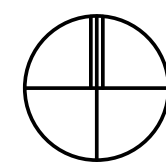
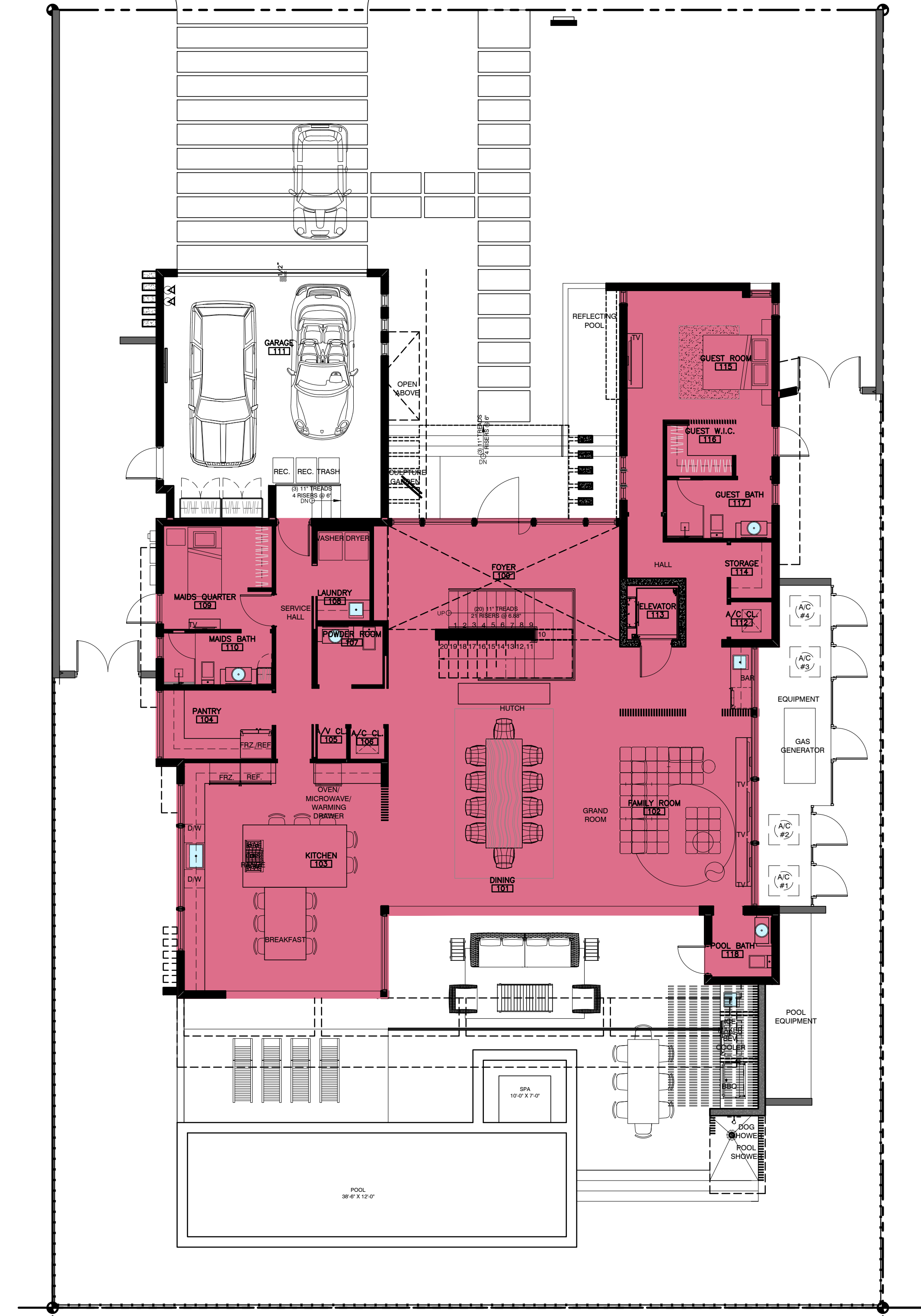
Z-102



2
Z-103

SECOND FLOOR A/C AREA CALCULATION

SCALE: 1/16"=1'-0"



1
Z-103

FIRST FLOOR A/C AREA CALCULATION

SCALE: 1/16"=1'-0"

PROJECT AREA UNDER A/C (REFER TO SHEET Z-103 FOR DIAGRAMS)			
SPACE	FIRST FLOOR	SECOND FLOOR	TOTAL
A/C SPACE	2,767 S.F.	2,743 S.F.*	5,510 S.F.
*NOTE: OUT OF THE 2,743 S.F. OF A/C OF SECOND FLOOR, 188 S.F. COUNTS PART FOR DOUBLE HEIGHT SPACE AT ENTRY FOYER			

DESIGN REVIEW BOARD PRESENTATION

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SUITE 14-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
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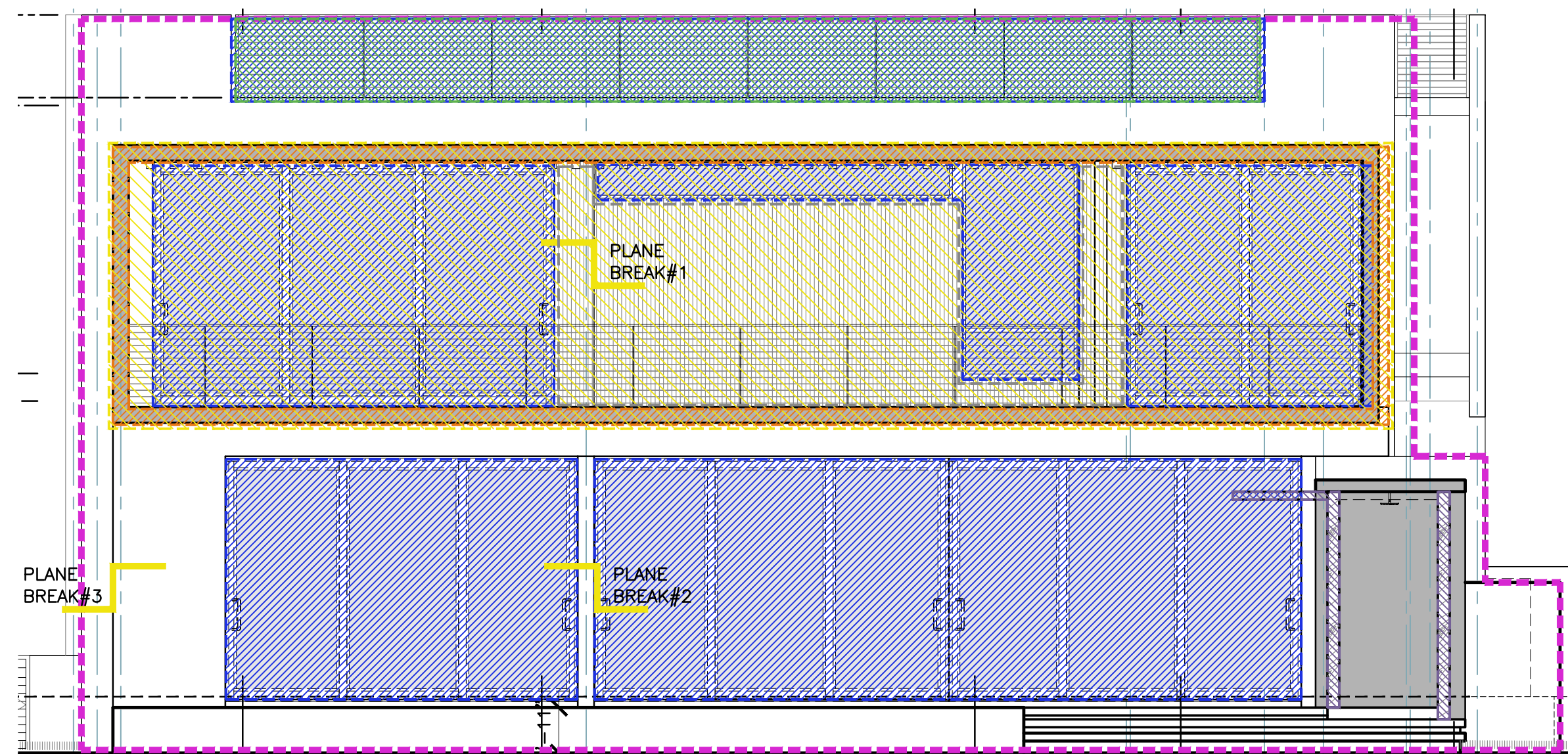
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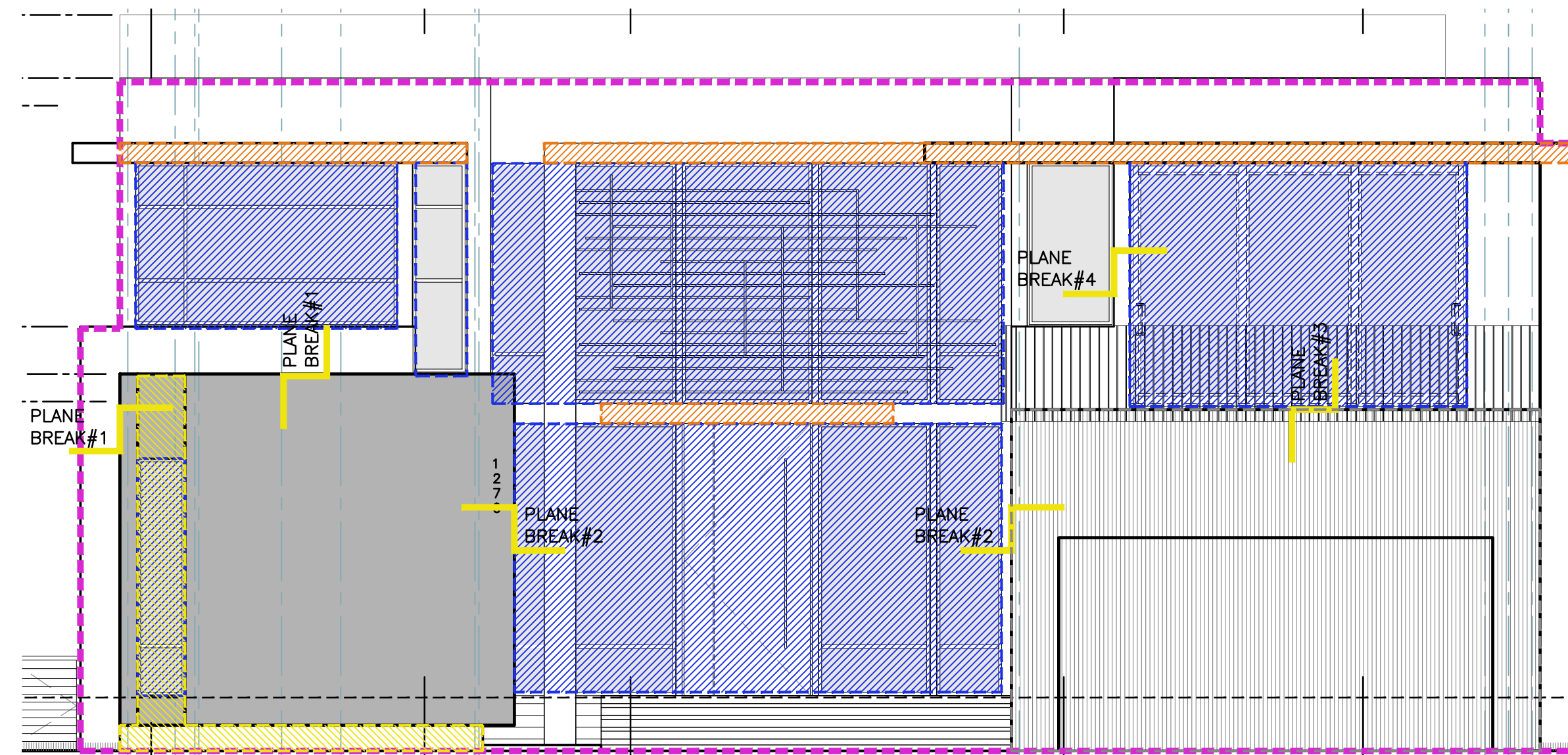
SHEET TITLE:
ZONING CALCULATION
DIAGRAMS & TABLES

SHEET:

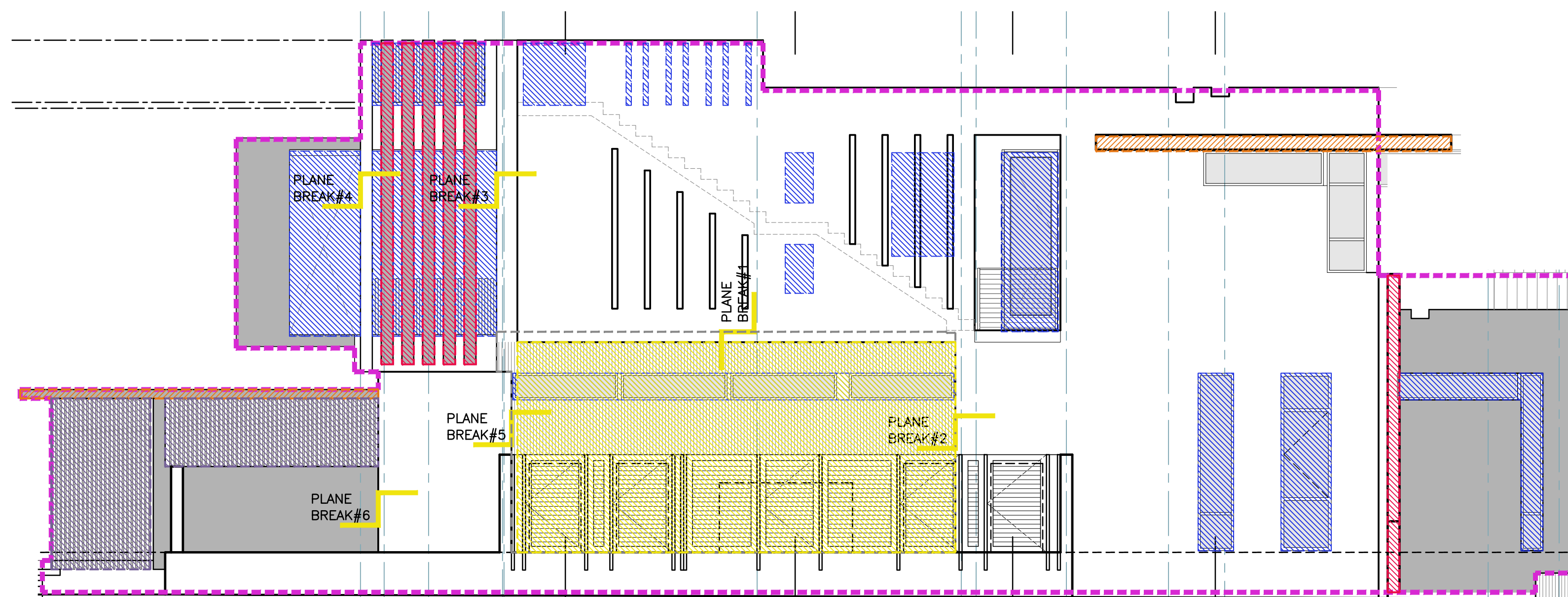
Z-103



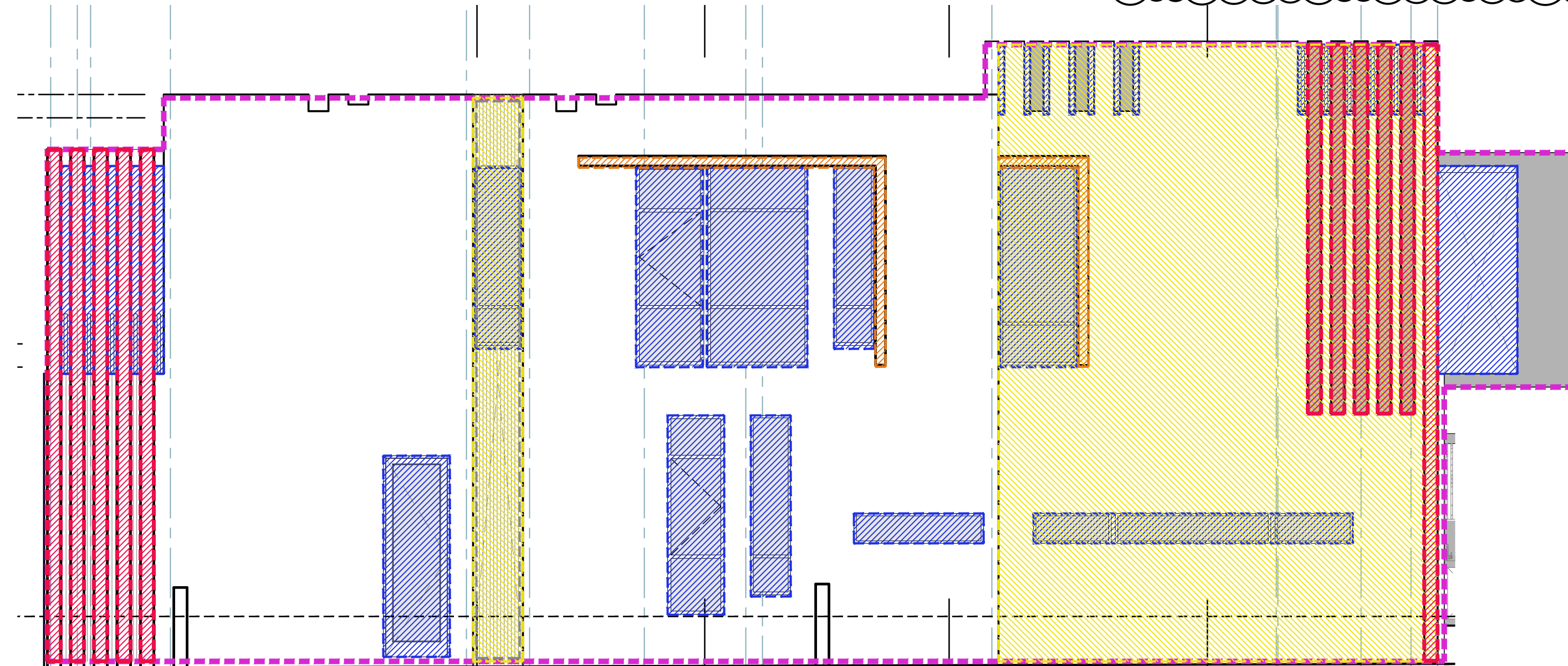
2
Z-104 SOUTH ELEVATION
SCALE: 3/16"=1'-0"



1
Z-104 NORTH ELEVATION
SCALE: 3/16"=1'-0"



3
Z-104 EAST ELEVATION
SCALE: 3/16"=1'-0"



4
Z-104 WEST ELEVATION
SCALE: 3/16"=1'-0"

ARCHITECTURAL EMBELLISHMENTS CALCULATIONS NORTH FACADE:	
✎	TOTAL AREA OF ELEVATION= 1,758 S.F.
	MINIMUM ARCHITECTURAL EMBELLISHMENT REQUIRED: 50% OF LENGTH OF ELEVATION = 50% X 1,758 S.F. = 879 S.F.
	ARCHITECTURAL EMBELLISHMENT PROVIDED = 1,346 S.F. (76.44%)
CALCULATIONS:	
✎	• ARCHITECTURAL "EMBELLISHMENTS" (FACADE OPENINGS): • PROVIDED = 696 S.F. • 696 X 100% = 69,600 / 1,758 = 39.5%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (RECESS/PLANE BREAK): • PROVIDED = 46 S.F. • 46 X 100% = 4,600 / 1,758 = 2.61%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EXPOSED CONCRETE): • PROVIDED = 225 S.F. • 225 X 100% = 22,500 / 1,758 = 12.79%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (WOOD COMPOSITE CLADDING): • PROVIDED = 321 S.F. • 321 X 100% = 32,100 / 1,758 = 18.25%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EYEBROWS): • PROVIDED = 58 S.F. • 58 X 100% = 5,800 / 1,758 = 3.29%
NOTE: FOUR DIFFERENT BUILDING PLANE BREAKS HAVE BEEN PROVIDED TO EVEN FURTHER CREATE MOVEMENT OF FACADE TO AVOID "LARGE FLAT UNINTERRUPTED WALL SURFACES" WHICH WERE NOT COUNTED IN THE ABOVE CALCULATIONS	

ARCHITECTURAL EMBELLISHMENTS CALCULATIONS SOUTH FACADE:	
✎	TOTAL AREA OF ELEVATION= 1,801 S.F.
	MINIMUM ARCHITECTURAL EMBELLISHMENT REQUIRED: 50% OF LENGTH OF ELEVATION = 50% X 1,801 S.F. = 900.5 S.F.
	ARCHITECTURAL EMBELLISHMENT PROVIDED = 1,523 S.F. (84.53%)
CALCULATIONS:	
✎	• ARCHITECTURAL "EMBELLISHMENTS" (FACADE OPENINGS): • PROVIDED = 799 S.F. • 952 X 100% = 95,200 / 1,801 = 52.85%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EXPOSED CONCRETE): • PROVIDED = 143 S.F. • 143 X 100% = 14,300 / 1,801 = 7.94%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (WOOD COMPOSITE CLADDING): • PROVIDED = 182 S.F. • 182 X 100% = 18,200 / 1,801 = 10.10%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EYEBROWS): • PROVIDED = 85 S.F. • 85 X 100% = 8,500 / 1,801 = 4.71%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (ALUM./S.S. RAIL) AT PLANE OF PARAPET: • PROVIDED = 151 S.F. • 151 X 100% = 15,100 / 1,801 = 8.38%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (ALUMINUM ORNAMENTATION): • PROVIDED = 10 S.F. • 10 X 100% = 1,000 / 1,801 = 0.55%
NOTE: THREE DIFFERENT BUILDING PLANE BREAKS HAVE BEEN PROVIDED TO EVEN FURTHER CREATE MOVEMENT OF FACADE TO AVOID "LARGE FLAT UNINTERRUPTED WALL SURFACES" WHICH WERE NOT COUNTED IN THE ABOVE CALCULATIONS	

ARCHITECTURAL EMBELLISHMENTS CALCULATIONS EAST FACADE:	
✎	TOTAL AREA OF ELEVATION= 2,158 S.F.
	MINIMUM ARCHITECTURAL EMBELLISHMENT REQUIRED: 50% OF LENGTH OF ELEVATION = 50% X 2,158 S.F. = 1,079 S.F.
✎	ARCHITECTURAL EMBELLISHMENT PROVIDED = 1,362 S.F. (63.06%)
CALCULATIONS:	
✎	• ARCHITECTURAL "EMBELLISHMENTS" (FACADE OPENINGS): • PROVIDED = 280 S.F. • 280 X 100% = 28,000 / 2,158 = 12.97%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (DECORATIVE COLUMNS): • PROVIDED = 60 S.F. • 72 X 100% = 7,200 / 2,158 = 2.78%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EXPOSED CONCRETE): • PROVIDED = 330 S.F. • 330 X 100% = 33,000 / 2,158 = 15.29%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (WOOD COMPOSITE CLADDING): • PROVIDED = 275 S.F. • 275 X 100% = 27,500 / 2,158 = 12.74%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EYEBROWS): • PROVIDED = 27 S.F. • 27 X 100% = 2,700 / 2,158 = 1.25%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (ALUMINUM ORNAMENTATION): • PROVIDED = 100 S.F. • 100 X 100% = 10,000 / 2,158 = 4.63%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (RECESS/PLANE BREAK): • PROVIDED = 290 S.F. • 290 X 100% = 29,000 / 2,158 = 13.4%
NOTE: FIVE DIFFERENT BUILDING PLANE BREAKS HAVE BEEN PROVIDED TO EVEN FURTHER CREATE MOVEMENT OF FACADE TO AVOID "LARGE FLAT UNINTERRUPTED WALL SURFACES" WHICH WERE NOT COUNTED IN THE ABOVE CALCULATIONS	

ARCHITECTURAL EMBELLISHMENTS CALCULATIONS WEST FACADE:	
✎	TOTAL AREA OF ELEVATION= 2,100 S.F.
	MINIMUM ARCHITECTURAL EMBELLISHMENT REQUIRED: 50% OF LENGTH OF ELEVATION = 50% X 2,100 S.F. = 1,050 S.F.
	ARCHITECTURAL EMBELLISHMENT PROVIDED = 1,489 S.F. (71.12%)
CALCULATIONS:	
✎	• ARCHITECTURAL "EMBELLISHMENTS" (FACADE OPENINGS): • PROVIDED = 360 S.F. • 360 X 100% = 36,000 / 2,100 = 17.14%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (RECESS/PLANE BREAK): • PROVIDED = 750 S.F. • 750 X 100% = 75,500 / 2,100 = 35.95%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EXPOSED CONCRETE): • PROVIDED = 112 S.F. • 112 X 100% = 11,200 / 2,100 = 5.33%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (WOOD COMPOSITE CLADDING): • PROVIDED = 80 S.F. • 80 X 100% = 8,000 / 2,100 = 3.80%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (EYEBROWS): • PROVIDED = 20 S.F. • 20 X 100% = 2,000 / 2,100 = 0.95%
✎	• ARCHITECTURAL "EMBELLISHMENTS" (DECORATIVE COLUMNS): • PROVIDED = 167 S.F. • 167 X 100% = 16,700 / 2,100 = 7.95%

I would like to bring to your attention and for your consideration that our second floor has a double height area above the entry foyer which is 188 s.f. of double heighted open space. Our design intention is not to over build the second floor, which we are not, but rather to provide a grand entry to the home by using the concept of a double height space above the foyer and keeping with the idea of breaking up of the planes but this time in a vertical manner within the house. Therefore, the physical floor area of the second floor is within the parameters of the 80% floor area of the first floor. Many municipalities such as City of Coral Gables and City of Miami Beach do not count double heighted spaces towards the floor area of the second-floor calculation. I hope you consider this design gesture as an enhancement of the experience of the home and not as an overbuilt second floor which clearly it is not the intent of the proposed design. The design vocabulary and style of Casa Bay Harbor Islands can be described as "modern". Avoiding any ornamentation that is not necessary and expressing its architecture by its geometrical volumes, contrasting materials and free open spaces. The project is unique to this site, location, orientation, context, and neighborhood. FAO Architecture strongly believes that the design concept presented before the Board meets and exceeds the requirements to waive the 80% rule. We have worked very hard to provide you an interesting, well-articulated and unique project for your consideration. I hope you feel the same way that our architectural firm does about this exiting new project to be. This project will not only enhance its neighborhood but will also be a positive and welcomed contribution to this area of Bay Harbor Islands. Since the design conception of this home, maintaining and promoting the urban fabric of this neighborhood in our design has and it has always been at the forefront of our work as is has been clearly shown in the design presented to this Board. I would like to thank you in advance for your time in this matter. Sincerely,  Felipe Alvarado, R.A., LEED AP  Page 3 of 3 FAO ARCHITECTURE, LLC DESIGN@FAOARCHITECTURE.COM	an inviting entry point to the home, surrounding you by its modern architecture and presenting many different materials such as exposed concrete, stucco walls with contrasting colors such as white and gray, composite wood, aluminum decorative work, and a water feature as well which will also invoke your hearing senses via water fall sounds. All of these can be perceived prior to entering the house • We have played with the idea of solids and voids throughout the façade by using columns spaced apart creating a see-through screen for portions of the house which then turn and become beams which then become solid eyebrows. You can find these details on the front, side, rear and at the top of the home. The same elements have been used in two different types of materials, ones will be used as exposed concrete and in others will be used with stucco and white paint finish. This will create a beautiful material contrast throughout the perimeter of the house • We have also used the concept of floating wall planes. Refer to the exposed concrete volumes to the left of the house when viewing from street. The front façade of this volume floats above the grade plane and it is disengaged from the side as well. This design gesture will enhance the breaking of planes not only from the face of the wall of the house but also from the ground • We have introduced an elevated planter on one of the interior corners of the courtyard at the second-floor level. This will create depth to the house at the upper levels and will bring a touch of nature in the upper level creating a beautiful contrast within the design • For these and many other design features of the house please refer to the 3D views of the house in the submittal package that has been submitted to you for your review The original request letter for the October 18, 2022 DRB Board meeting we had requested the following: • Second story shall not exceed 80% of the ground floor gross area = 80% x 3,301 s.f. (first floor) = 2,641 s.f. of area allowed on second floor • Proposed second floor area is 2,770 s.f. • Second floor area is over by: 2,770 s.f. - 2,641 s.f. = 129 s.f. • The second-floor area is over by 129 s.f. On this revised request letter, we have decreased the area of the second floor increase from 129 s.f. to 102 s.f. We reduced it by 27 s.f. from original request. If you refer to the Cover sheet, or A-100 (zoning table) or sheet Z-101 you will find the calculations of the second-floor area. Here you will see that the calculation is as follows: • Second story shall not exceed 80% of the ground floor gross area = 80% x 3,301 s.f. (first floor) = 2,641 s.f. of area allowed on second floor • Proposed second floor area is 2,743 s.f. • Second floor area is over by: 2,743 s.f. - 2,641 s.f. = 102 s.f. • The second-floor area is over by 102 s.f. Page 2 of 3 FAO ARCHITECTURE, LLC DESIGN@FAOARCHITECTURE.COM	 November 7, 2022 Town of Bay Harbor Islands Design Review Board 9665 Bay Harbor Terrace Bay Harbor Islands, Fl 33154 Reference: <u>Request for Waiver of 80% Rule Area of Second Floor per Section 23-11(A)(9)</u> Project: Casa Bay Harbor Islands 1270 99th Street Bay Harbor Islands, Florida 33154 To Whom It May Concern, Project Casa Bay Harbor Islands is a new single-family home nestled on 99th Street between Broadview Terrace and East Broadway Drive. The home has been designed in a clear, clean, and appropriate manner located with-in the neighborhood of beautiful Bay Harbor Islands. We will like to request for a waiver regarding zoning code Section 23-11(A)(9) which states that "for residences designed as two story structures, the second story shall not exceed 80% of the first (ground) floor gross floor area....." It is to our understanding that the Design Review Board may grant and allow for modifications to the above-mentioned requirement in instances where enhanced architectural and detailing is provided on the exterior house facades to break the massing of the structure. Therefore, FAO Architecture has very diligently designed this new single-family home to comply with the requested design elements and treatments of exterior facades to obtain your permission for Section 23-11(A)(9) to be waived. The house presented before you has incorporated enhanced architectural features and detailing into its design such as: • The massing of the facades and its planes have been broken-up to achieve movement and depth on both the east and the west facades. These side yard facades are the longer of the four sides, but we have interrupted its full length by joggling the volumes of the house, therefore, breaking up the continuous planes of the longer facades • The design of the house incorporated an entry courtyard to the house flanked by the three sides providing depth to the front façade and articulating the entrance to create FAO ARCHITECTURE, LLC 407 LINCOLN ROAD, SUITE 8-5 MIAMI BEACH FLORIDA 33139 AR 91841 TEL 786.448.5630 DESIGN@FAOARCHITECTURE.COM WWW.FAOARCHITECTURE.COM
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1

Z-105

LETTER REQUEST FOR WAIVER 80% RULE SECOND FLOOR

SCALE: NTS

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 8-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5630

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH
RESPECT TO THIS PROJECT. THE ARCHITECT AND THE
CONSULTANTS SHALL BE DEEMED THE AUTHORS AND
OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF
SERVICE AND SHALL RETAIN ALL COMMON LAW,
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

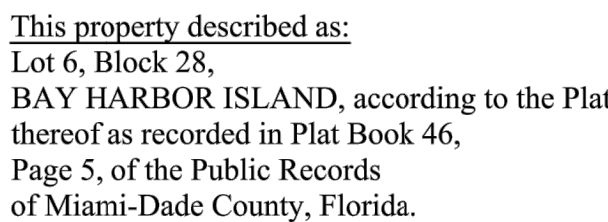
SHEET TITLE:
REQUEST LETTER

SHEET:

Z-105

DESIGN REVIEW BOARD PRESENTATION

A portion of land in Section 27, Township 52 South, Range 42 East
Bay Harbor Islands, Miami-Dade County, Florida



Certified to:
CDO Development I, LLC,
a Florida limited liability company,
Chicago Title Insurance Company

Address:
1270 99th Street, Bay Harbor Islands, FL 33154
FOLIO #13-2227-001-5460

NOTES:
Elevations Show refer to NGVD 1929
BM # R-243 Elev.=6.61'
(Miami-Dade)

- Utilities shown are by location of surface improvements only.
- No earth moving on site found, no changes in Street.
- Right-of-Way found, no wetlands found within the property.
- No visible solid Waste Dump found on site.
- Legal description based on occupation and other legal documents.
- Temporary construction 6'wire fence encroaches into the adjacent (EAST PL) and into the public Right of Way (North PL)
- Wire fence is into a 5'UE (ITEM#17) (SOUTH PL).

As to vertical control: Elevations of well-identified features contained on this survey and map have been measured to an estimate vertical accuracy of 0.1 field-measured control for elevation information shown hereon is based on a level loop or closure to a second benchmark.

As to horizontal control: This survey meets and exceeds the linear closure of 1 in 15,000 feet for survey measurements, for control land boundaries for ALTA/ACSM Land Title Surveys, and is also classified as a Commercial/High Risk as required by the Florida Minimum Technical Standards (5J-17 F.A.C.) the accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 48 hours in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the Subject Property. This Notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.101-111 of the Florida Statutes.

**"THIS SURVEY DECLARATION IS MADE ON THE
FIELD DATE INDICATED, TO THE OWNER(S) LISTED
IT IS NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS."**

Bearing, if any, shown based on Plat Meridian (reference) NORTH & N87°21'10"E



TITLE REVIEW NOTES:

With reference to Chicago Title Insurance Company Commitment Order No. 9439082, dated April 02, 2021 at 800 A.M., I hereby certify as follows:

Schedule B - Section II:

- Item # 1: Defaults, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. ***NOT A MATTER OF SURVEY.***
- Item # 2: Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. ***NOT A MATTER OF SURVEY.***
- Item # 3: Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. ***DEPICTED ON SURVEY, IF ANY.***
 - B. Rights or claims of parties in possession not shown by the public records. ***NONE VISIBLE.***
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. ***NOT A MATTER OF SURVEY.***
 - D. Taxes or assessments which are not shown as existing liens in the public records. ***NOT A MATTER OF SURVEY.***
- Item # 4: Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land. ***NOT A MATTER OF SURVEY.***
- Item # 5: Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. ***NOT A MATTER OF SURVEY.***
- Item # 6: Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Bay Harbor Island, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida. ***DEPICTED ON SURVEY.***
- Item # 7: Restrictions, covenants, conditions and easements, as contained in that certain Declaration of Restrictions filed April 19, 1947, under Clerk's File No. W-33513, recorded in Deed Book 2848, Page 69 ***DEPICTED ON SURVEY***; filed April 1, 1953 ***NOT A MATTER OF SURVEY***, recorded in Deed Book 3741, Page 176 ***DOES NOT AFFECT PROPERTY.***
- Item # 8: Any restriction, covenant, condition, easement or other matter as contained in that certain Declaration of Restrictions filed April 24, 1977, recorded in Official Records Book 9649, Page 253; and Notice to Extend filed March 21, 2008, recorded in Official Records Book 26282, Page 717 ***NOT A MATTER OF SURVEY.***
- Item # 9: Any restriction, covenant, condition, easement or other matter as contained in that certain Declaration of Restrictions filed April 24, 1977, recorded in Official Records Book 9649, Page 253; and Notice to Extend filed March 21, 2008, recorded in Official Records Book 26282, Page 717 ***NOT A MATTER OF SURVEY.***
- Item # 8: Ordinance No. 97-118 creating Bay Harbor Island Security Guard Special Taxing District, recorded July 22, 1997, in Official Records Book 17721, Page 2454, of the Public Records of Miami-Dade County, Florida. ***NOT A MATTER OF SURVEY.***

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 8, 11(a), 13 and 14 of Table A thereof.
The field work was completed on 06/14/21.

Date of Plat or Map: 06/14/21

Rene Aiguesvives
Florida PSM # 4327

	AREA
SQ. FT.	±10000.00
ACRES	±0.229

REVISIONS: 10/26/2021 Lot Elevation & Tree Location Added <i>AL</i> 11/02/2022 <i>REVISIONS</i> 06/10/2023 UPDATE <i>AL</i>				ALTA/NSPS SURVEY I HEREBY CERTIFY: that this survey meets the minimum technical standards as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 55-17 Florida Statutes. Code, pursuant to Section 472.027 Florida Statutes.				Alvarez, Aiguesves and Associates, Inc. Surveyors, Mappers and Land Planners 9789 Sunset Drive, Miami, FL 33173 Phone 305.220.2424 Fax 305.552.8181 L.B. No. 69867 E-Mail: aaasurvey@aol.com			
FLOOD ZONE AE		COMM. NO. 120637		PANEL NO. 0144		SUFFIX L		Not valid unless it bears the signature and the official raised seal of Florida licensed Surveyor and Mapper.			
F.I.R.M. DATE 09/11/09		F.I.R.M. INDEX 09/11/09		BASE ELEV. 8 FT N.G.V.D.		RENE AIGUESVES 10/27/21 PROFESSIONAL SURVEYOR AND MAPPER NO. 4327. State of Florida.					
Field Date 10/27/21		Scale 1"=20'		Drawn by R.S.		Drwg. No. 21-23266					

ARCHITECTURE

ARCHITECTURE	INTERIOR DESIGN	PLANNING
407 LINCOLN ROAD SUITE 8-S MIAMI BEACH, FLORIDA 33139 P 786.448.5830		

PROJECT NO: 2107

CLIENT

CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS , FLORIDA 3315

REVISIONS:

△ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

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CASA BAY HARBOR ISLANDS

1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION

NEW SINGLE FAMILY HOME

FAO ARCHITECTURE LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS
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SERVICE AND SHALL RETAIN ALL COMMON LAW,
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 9184

PHASE :
DRB PRESENTATION

ISSUE DATE :
JUNE 27, 2022

SHEET TITLE
SURVEY

SHEET:

SVEY-100

DESIGN REVIEW BOARD PRESENTATION

NOTE: THIS SURVEY IS FOR REFERENCE ONLY. SURVEY HAS BEEN ENLARGED FOR CLARITY. REFER TO ORIGINAL SIGNED AND SEALED SURVEY PROVIDED SEPARATELY

CASA BAY HARBOR ISLANDS TOWN OF BAY HARBOR ISLANDS (WEST ISLAND) DEVELOPMENT REGULATIONS ZONING DISTRICT: RD-SINGLE FAMILY RESIDENTIAL (NON-WATERFRONT) PROJECT: 1270 99 TH STREET									
		NOT OCCUPATION		PROVIDED		UNITS		ZONING SECTION	
1	2	3	4	5	6	7	8	9	10
1	LOT AREA	N/A	MAX. MIN. CALCULATION	10,000 ± 0.20	S.F. / L.F.				COMMENT
2	BASE FLOOD ELEVATION (B.F.E.)	B.F.E. ± 0.07' NOD	B.F.E. (FLOOD ELEVATION)	N/A	NOD			PER LAND SURVEY	FLOOD ZONE "A"
3	BASE FLOOD ELEVATION (B.F.E.) PLUS 3 FEET	0.00' NOD	B.F.E. + (0.07' + 1.00' B.C. (FLOODING))	0.00	NOD			PER BFC	PER 9022.1.2 ELEVATION REQUIREMENTS
4	STREET FRONTAGE 80 FEET MIN.	N/A	80' 0"	FT.				SEC. 23-10	
5	MAXIMUM BUILDING HEIGHT	2.5 STORIES NOT TO EXCEED 25 FEET	MEASURED FROM MINIMUM FINISHED FLOOR ELEVATION (PERMANENT PERMANENT) (B.F.E.)	9.0 NOD	2 ± 23' 0" 34' 0"	STORIES/FT.		SEC. 23-11(1)	
BUILDING SETBACKS									
6	FRONT YARD (NORTH)	25 FEET MIN.	N/A	25' 0"	FT.			SEC. 23-11A(1)	
7	SIDE YARD (EAST)	10 FEET	N/A	10' 0"	FT.			SEC. 23-11A(1)	
8	SIDE YARD (WEST)	10 FEET	N/A	10' 0"	FT.			SEC. 23-11A(1)	
9	REAR (SOUTH) (NON-WATER)	15 FEET	N/A	15' 0"	FT.			SEC. 23-11A(4)	
OPEN SPACE									
10	MINIMUM OF 35 PERCENT OPEN SPACE AT GROUND LEVEL FOR ONE-STORY HOMES	35%	DOES NOT APPLY 35% X10,000 + 3,500.00	0.0%	0	S.F.		SEC. 23-11A(1)(B)	
11	EACH LOT SHALL PROVIDE FOR A MINIMUM OF 40 PERCENT OPEN SPACE AT GROUND LEVEL FOR HOMES WITH ANY PORTION OF THE HOME ABOVE ONE STORY	40%	40% X10,000 + 4,000.00	41.5%	4,154	S.F.		SEC. 23-11A(1)(B)	
12	EACH LOT SHALL PROVIDE FOR A MINIMUM OF 50 PERCENT LANDSCAPED "GREEN" PERVIOUS OPEN SPACE AT GROUND LEVEL IN THE FRONT YARD AREA. THE USE OF PERVIOUS PAVING OR LANDSCAPE STRIPS IN DRIVEWAYS OR WALKWAYS SHALL NOT BE INCLUDED IN THE 50-PERCENT LANDSCAPING REQUIREMENT. WITHIN HOIST DETACHMENT AREAS SUFFICIENT OPEN SPACE AND LANDSCAPING MATERIALS SHALL BE PROVIDED TO BREAK LARGE EXPANSES OF HARDSCAPE, SCREENS, FENCES, WALLS, AND OTHER VISUAL BARRIERS	50%	50% X1,000 + 1,000.00	68.5%	1,370	S.F.		SEC. 23-11A(1)(B)	
SECOND FLOOR RESTRICTIONS									
13	FOR RESIDENCES DESIGNED AS TWO-STORY STRUCTURES, THE SECOND STORY SHALL NOT EXCEED 80 PERCENT OF THE FIRST FLOOR'S FLOOR GROSS FLOOR AREA INSIDE EXTERIOR WALLS. AIR-CONDITIONED AREAS, THE REDUCED SECOND STORY PERCENTAGE LOST HEREIN SHALL BE APPLIED TO THE FIRST FLOOR. IF APPROVED BY THE PLANNING AND ZONING BOARD, NOTWITHSTANDING THE ABOVE, THE PLANNING AND ZONING BOARD MAY ALLOW MODIFICATIONS TO THIS REQUIREMENT IN INSTANCES WHERE INCREASED ARCHITECTURAL ARTICULATION AND DETAILING IS PROVIDED ON THE EXTERIOR HOUSE FACADES TO BREAK THE MASSING OF THE STRUCTURE	80% OF FIRST FLOOR AREA (INSIDE WALLS)	80% X1,301 + 2,641	2,743	S.F.		SEC. 23-11A(1)(D)		REQUESTING FOR DBB ALLOW FOR SECOND FLOOR AREA INCREASE AS PROJECT PROVIDES FACADE ARTICULATION, DETAILING, AND BREAKING UP OF MASS OF BUILDING. DOUBLE HEIGHT FLOOR AREA OF SECOND FLOOR HAS BEEN INCLUDED. PLEASE REFER TO REQUEST LETTER FOR ADDITIONAL INFORMATION ON THE BNS ROLL AS PROVIDED ON APPLICATION FOR DBB
14	AREA OVER THE 80% OF FIRST FLOOR		2,743-2,641-102.5 ±						NOTE: OUT OF THE 102.5 ±, WHICH THE SECOND FLOOR COVER THE MAX. MAX. 100 S.F. OF SECOND FLOOR IS DOUBLE HEIGHT SPACE ABOVE ENTRY FLOOR
LOCAL DETACHMENT (WATERFRONT)									
15	NOT EXCEED 2' ABOVE FINISH GRADE	2' 0"	N/A	1' 6"	FT.			SEC. 23-1215(G)(1)(a)	
16	REAR YARD	NOT CLOSER THAN 0' TO REAR YARD LOT LINE	N/A	5' 0"	FT.			SEC. 23-1215(G)(1)(b)	
17	MAY NOT BE CONSTRUCTED IN SIDE YARD SETBACK AREAS	ONLY AS PER EXCEPTION BELOW	N/A	N/A	FT.			SEC. 23-1215(G)(1)(c)	
18	SWIMMING POOLS, HOT TUBS, JACUZZI, OR SPA AND EQUIPMENT MAY BE CONSTRUCTED IN SETBACK AREAS WITH RESTRICTIONS:	NOT CLOSER THAN 5' TO SIDE OR REAR YARD LOT LINE AND MUST BE SCREENED FROM SITE	SIDE (EAST) SIDE (WEST) REAR	20' 0" 12' 0" 5' 0"	FT.			SEC. 23-1215(G)(1)(d) SEC. 23-1215(G)(1)(e)	
19	SPA DECKS	NOT CLOSER THAN 5' TO REAR YARD LOT LINE	SIDE (EAST) SIDE (WEST) REAR	13' 0" 12' 0" 12' 0"	FT.			SEC. 23-1215(G)(1)(f)	
REQUIRED OFF STREET PARKING/DRIVEWAY/PARKING SETBACKS									
20	PARKING SPACES REQUIRED	3 SPACES/DWELLING UNIT	N/A	2	SPACES			SEC. 5-19-2(a)	
21		NO PORTION OF DRIVEWAY TO BE CLOSER THAN 5' TO SIDE OR FRONT YARD LOT LINE	N/A	12' 0"	FT.			SEC. 5-19-2(b)	
22		NO PORTION OF DRIVEWAY TO BE CLOSER THAN 2' TO A SMALL OF THE STRUCTURE	N/A	N/A	FT.			SEC. 5-19-2(c)	
23	DRIVEWAYS	INTERSECTION WITH STREETS. DRIVEWAYS FOR RESIDENTIAL LOTS SHALL NOT ENDOSE INTO THE STREET CORNER RADIUS OF TWO INTERSECTING STREETS, OR BE CLOSER THAN 25 FEET TO THE INTERSECTION OF EXTENDED RIGHT-OF-WAY LINES	N/A	N/A	FT.			SEC. 5-19-2(d)	
24		MIN. WIDTH OF ANY STRAIGHT DRIVEWAYS SHALL BE 10'.	N/A	18' 0"	FT.			SEC. 5-19-2(e)(1)	
25		THE MINIMUM WIDTH OF STRAIGHT DRIVEWAYS MAY BE REDUCED TO 12 FEET FOR A SINGLE VEHICLE DRIVEWAY, PROVIDED THERE ARE TWO SEPARATE INDIVIDUAL DRIVEWAYS FOR THE RESIDENCE	N/A	N/A	FT.			SEC. 5-19-2(e)(2)	
EMERGENCY POWER GENERATOR									
26	A PERMANENT GENERATOR MUST BE PLACED ONLY IN A SIDE OR REAR YARD AREA WITH AN AVERAGE SETBACK OF FIVE FEET FROM THE PROPERTY LINE	5'	SIDE (EAST)	6' 0"	S.F.			5-19-3(b)	

NOTE:

PLEASE REFER TO ZONING SHEETS "Z" SHEETS FOR:

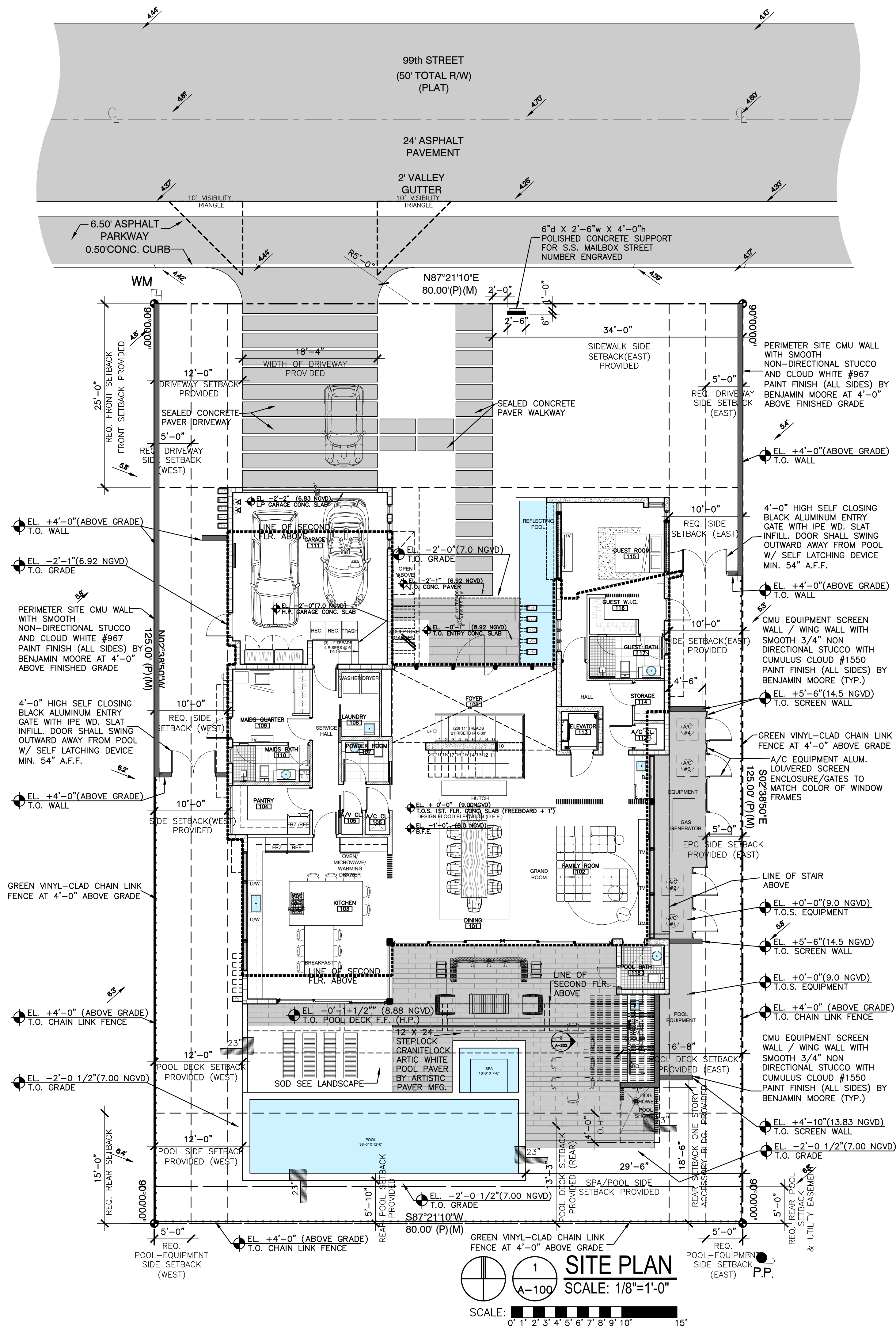
- OPEN SPACE CALCULATIONS
- FLOOR AREA CALCULATIONS

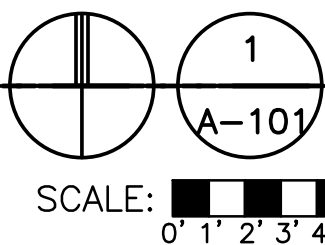
PLEASE REFER TO LANDSCAPE SHEETS "L" SHEETS FOR:

- LANDSCAPE REQUIREMENTS
- PROPOSED LANDSCAPE
- IRRIGATION

PLEASE REFER TO CIVIL SHEETS "C" SHEETS FOR:

- PAVING, GRADING, AND DRAINAGE PLANS
- UTILITIES PLAN
- SURFACE WATER POLLUTION PREVENTION PLAN





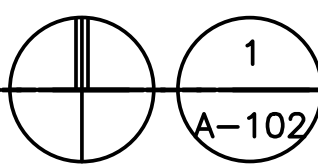
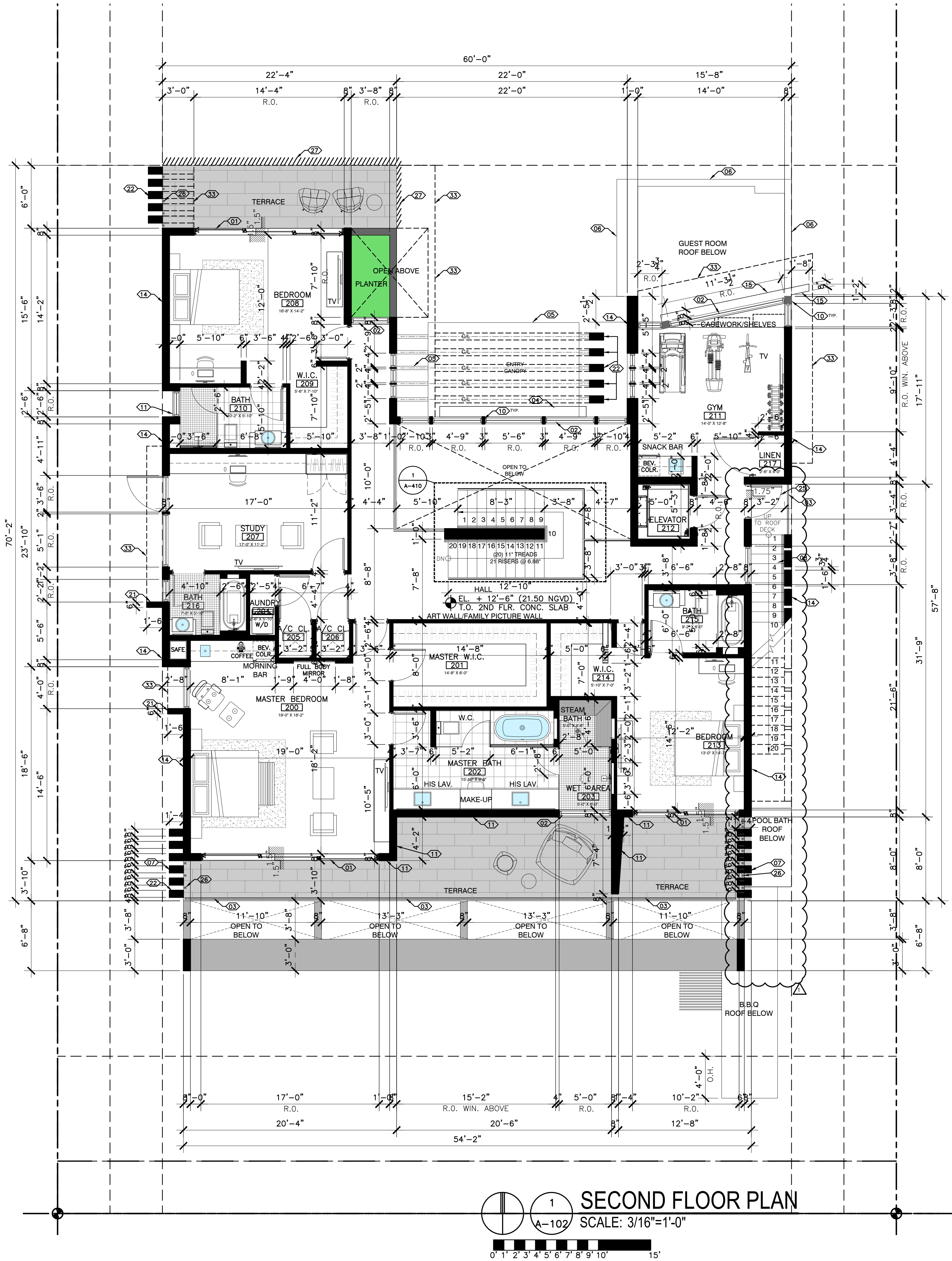
SCALE: 3/16"=1'-0"

SCALE: 3/16"=1'-0"

□ □ □

5' 6' 7' 8' 9' 10'

- *NOTE:
- EXTERIOR WALL PAINT COLORS WERE SELECTED FROM THE 2008 TOWN BAY HARBOR ISLANDS BENJAMIN MOORE PAINT SAMPLES STORED AT THE TOWN BUILDING DEPARTMENT
 - REFER TO SHEET A-203 FOR MATERIAL SAMPLE BOARD



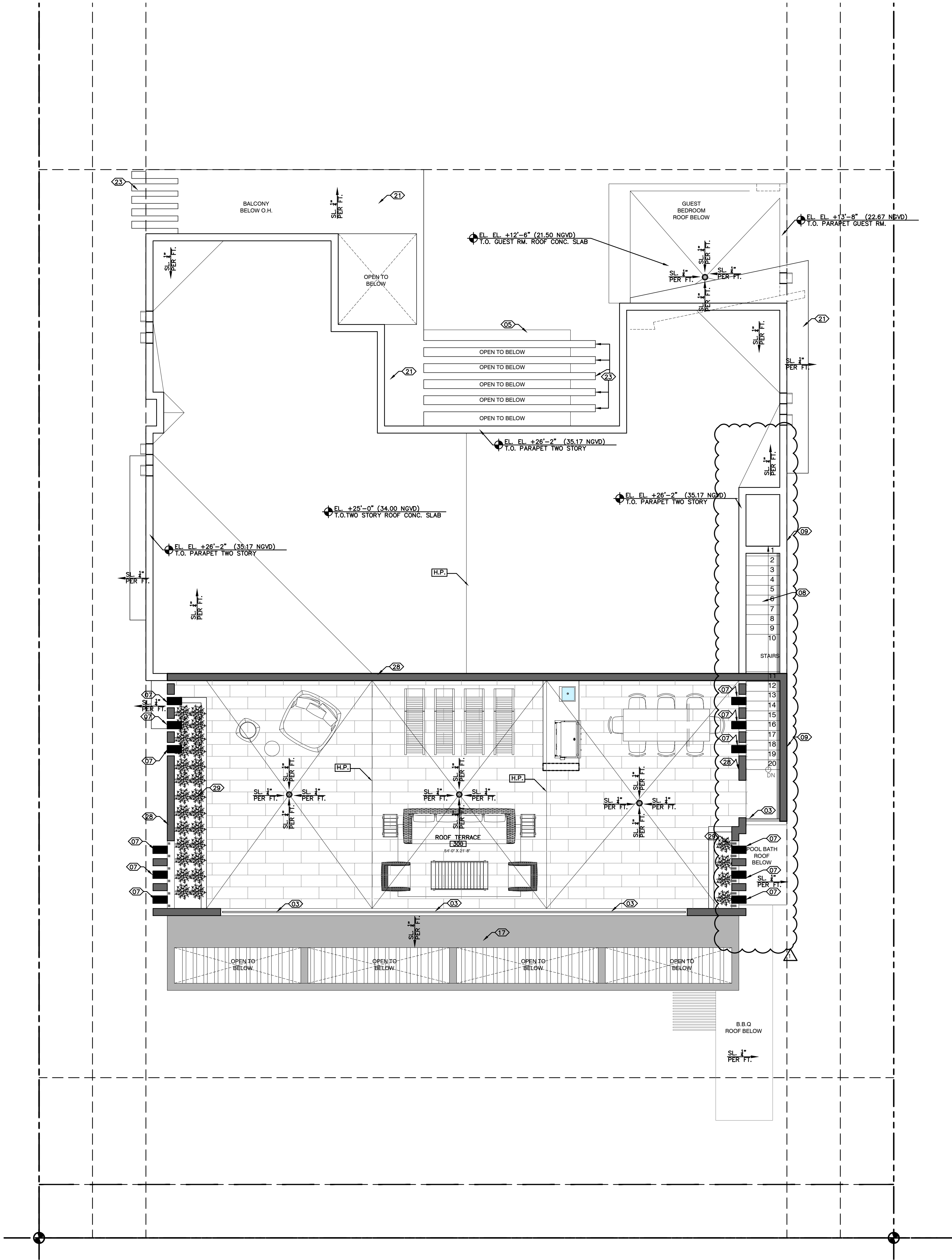
1
A-102
SECOND FLOOR PLAN
SCALE: 3/16"=1'-0"

LEGEND

- IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME SGD. SYSTEM WITH M-DADE NOA.
- IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME STOREFRONT SYSTEM WITH M-DADE NOA.
- 42" A.F.F. BLACK ALUM. GUARDRAIL WITH S.S. WIRE ROPE. TOP RAIL TO BE IPE WD.
- VERTICAL/HORIZONTAL DECORATIVE ALUM. LOUVERS WITH PAINT FINISH TO MATCH WOOD COMPOSITE WALL CLADDING
- ALUMINUM ENTRY CANOPY SUPPORTED BY STEEL BEAMS. COLOR TO MATCH STOREFRONT/SGD SYSTEM FINISH
- EXPOSED CONCRETE WALL/STRUCTURE WITH POLISHED FINISH
- EXPOSED CONCRETE COLUMNS WITH POLISHED FINISH TO EXTEND 42" A.F.F.
- CONCRETE STAIR BEHIND WALL AS REQUESTED BY THE DRB BOARD ON 10-18-2022
- PERIMETER SITE CMU WALL WITH SMOOTH NON-DIRECTIONAL STUCCO AND CLOUD WHITE #967 PAINT FINISH (ALL SIDES) BY BENJAMIN MOORE AT 4'-0" ABOVE FINISHED GRADE
- STEEL COL. PROVIDE BREAK METAL TO MATCH STOREFRONT/SGD SYSTEM FINISH. JOINTS AT BREAK METAL SHALL OCCUR AT CENTER OF WINDOW MULLIONS (TYP.)
- WOOD COMPOSITE WALL CLADDING MODEL AWS01 TEAK BY ARCHITECTURAL WOOD SIDING.
- SEALED CONCRETE PAVER DRIVEWAY
- SEALED CONCRETE PAVER WALKWAY
- SMOOTH 3/4" NON-DIRECTIONAL STUCCO WITH CLOUD WHITE #967 PAINT FINISH BY BENJAMIN MOORE
- SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CUMULUS CLOUD #1550 PAINT FINISH BY BENJAMIN MOORE
- 4'-0" HIGH SELF CLOSING BLACK ALUMINUM ENTRY GATE WITH IPE WD. SLAT INFILL. DOOR SHALL SWING OUTWARD AWAY FROM POOL W/ SELF LATCHING DEVICE MIN. 54" A.F.F.
- EXPOSED CONCRETE FINISH ROOF OVERHANG
- POND AND STEP CASCADE WATER FEATURE. 12" MAX. DEPTH
- CONCRETE EQUIPMENT PLATFORM
- CMU EQUIPMENT SCREEN WALL / WING WALL WITH SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CUMULUS CLOUD #1550 PAINT FINISH (ALL SIDES) BY BENJAMIN MOORE
- CONCRETE EYEBROW WITH SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CLOUD WHITE #967 PAINT FINISH BY BENJAMIN MOORE
- DECORATIVE CONCRETE COLUMNS WITH SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CLOUD WHITE #967 PAINT FINISH BY BENJAMIN MOORE
- DECORATIVE CONCRETE BEAMS WITH SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CLOUD WHITE #967 PAINT FINISH BY BENJAMIN MOORE
- IMPACT RESISTANT PIVOT DOOR SYSTEM WITH M-DADE NOA.
- IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME FRENCH DOOR SYSTEM WITH M-DADE NOA.
- 2"x2" ALUMINUM BOLLARDS 42" A.F.F. COLOR TO MATCH STOREFRONT/SGD SYSTEM FINISH
- 1/2"x10" ALUMINUM FLAT STOCK RAILING SYSTEM ANGLED AT 60 DEG. AT 42" A.F.F. COLOR TO MATCH STOREFRONT/SGD SYSTEM FINISH
- GUARD WALL TO BE 42" A.F.F.
- INDIVIDUAL PLANTER BOX AREA
- 12 X 24 STEPLOCK GRANITELock ARTIC WHITE POOL PAVER BY ARTISTIC PAVER MFG.
- GREEN VINYL-CLAD CHAIN LINK FENCE AT 4'-0" ABOVE GRADE
- LINE OF BALCONY ABOVE
- LINE OF ROOF OVERHANG (O.H.) ABOVE
- A/C EQUIPMENT ALUM. LOUVERED SCREEN ENCLOSURE/GATES TO MATCH COLOR OF WINDOW FRAMES

*NOTE:

- EXTERIOR WALL PAINT COLORS WERE SELECTED FROM THE 2008 TOWN BAY HARBOR ISLANDS BENJAMIN MOORE PAINT SAMPLES STORED AT THE TOWN BUILDING DEPARTMENT
- REFER TO SHEET A-203 FOR MATERIAL SAMPLE BOARD



LEGEND	
01	IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME SGD. SYSTEM WITH M-DADE NOA.
02	IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME STOREFRONT SYSTEM WITH M-DADE NOA.
03	42" A.F.F. BLACK ALUM. GUARDRAIL WITH S.S. WIRE ROPE. TOP RAIL TO BE IPE WD.
04	VERTICAL/HORIZONTAL DECORATIVE ALUM. LOUVERS WITH PAINT FINISH TO MATCH WOOD COMPOSITE WALL CLADDING
05	ALUMINUM ENTRY CANOPY SUPPORTED BY STEEL BEAMS. COLOR TO MATCH STOREFRONT/SGD SYSTEM FINISH
06	EXPOSED CONCRETE WALL/STRUCTURE WITH POLISHED FINISH
07	EXPOSED CONCRETE COLUMNS WITH POLISHED FINISH TO EXTEND 42" A.F.F.
08	CONCRETE STAIR BEHIND WALL AS REQUESTED BY THE DRB BOARD ON 10-18-2022
09	PERIMETER SITE CMU WALL WITH SMOOTH NON-DIRECTIONAL STUCCO AND CLOUD WHITE #967 PAINT FINISH (ALL SIDES) BY BENJAMIN MOORE AT 4'-0" ABOVE FINISHED GRADE
10	STEEL COL. PROVIDE BREAK METAL TO MATCH STOREFRONT/SGD SYSTEM FINISH. JOINTS AT BREAK METAL SHALL OCCUR AT CENTER OF WINDOW MULLIONS (TYP.)
11	WOOD COMPOSITE WALL CLADDING MODEL AWS01 TEAK BY ARCHITECTURAL WOOD SIDING.
12	SEALED CONCRETE PAVER DRIVEWAY
13	SEALED CONCRETE PAVER WALKWAY
14	SMOOTH 3/4" NON-DIRECTIONAL STUCCO WITH CLOUD WHITE #967 PAINT FINISH BY BENJAMIN MOORE
15	SMOOTH 3/4" NON DIRECTIONAL STUCCO WITH CUMULUS CLOUD #1550 PAINT FINISH BY BENJAMIN MOORE
16	4'-0" HIGH SELF CLOSING BLACK ALUMINUM ENTRY GATE WITH IPE WD. SLAT INFILL. DOOR SHALL SWING OUTWARD AWAY FROM POOL W/ SELF LATCHING DEVICE MIN. 54" A.F.F.
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1

A-103

ROOF FLOOR PLAN

SCALE: 3/16"=1'-0"

SCALE:

0'

1'

2'

3'

4'

5'

6'

7'

8'

9'

10'

15'

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 4-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5030

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

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CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
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ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

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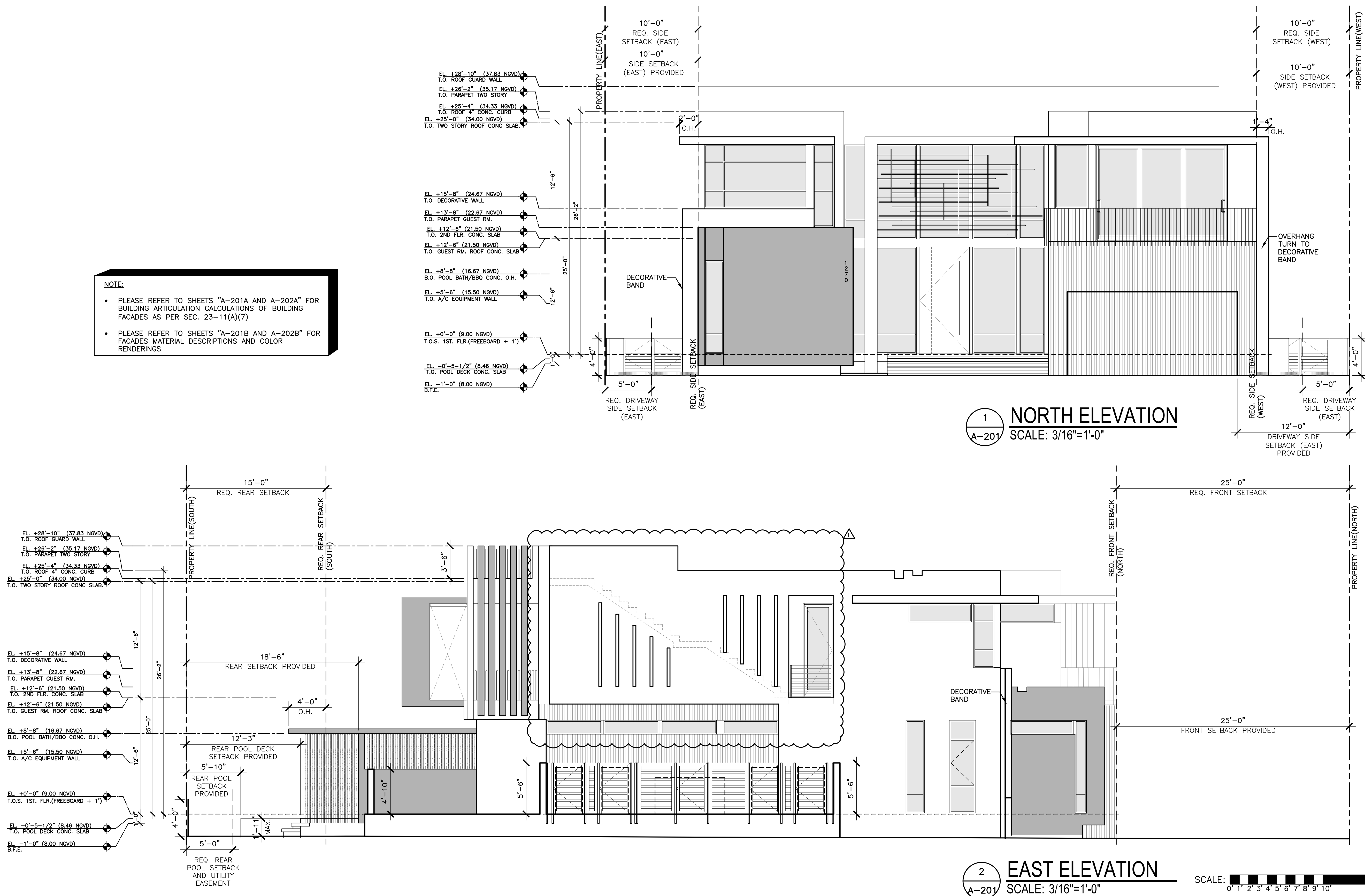
FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
ROOF PLAN

SHEET:
A-103





1 NORTH ELEVATION
A-201B SCALE: 3/16"=1'-0"



2 EAST ELEVATION
A-201B SCALE: 3/16"=1'-0"

SCALE: 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 15'

LEGEND	
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10	STEEL COL. PROVIDE BREAK METAL TO MATCH STOREFRONT/SGD SYSTEM FINISH. JOINTS AT BREAK METAL SHALL OCCUR AT CENTER OF WINDOW MULLIONS (TYP.)
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DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 4-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

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SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

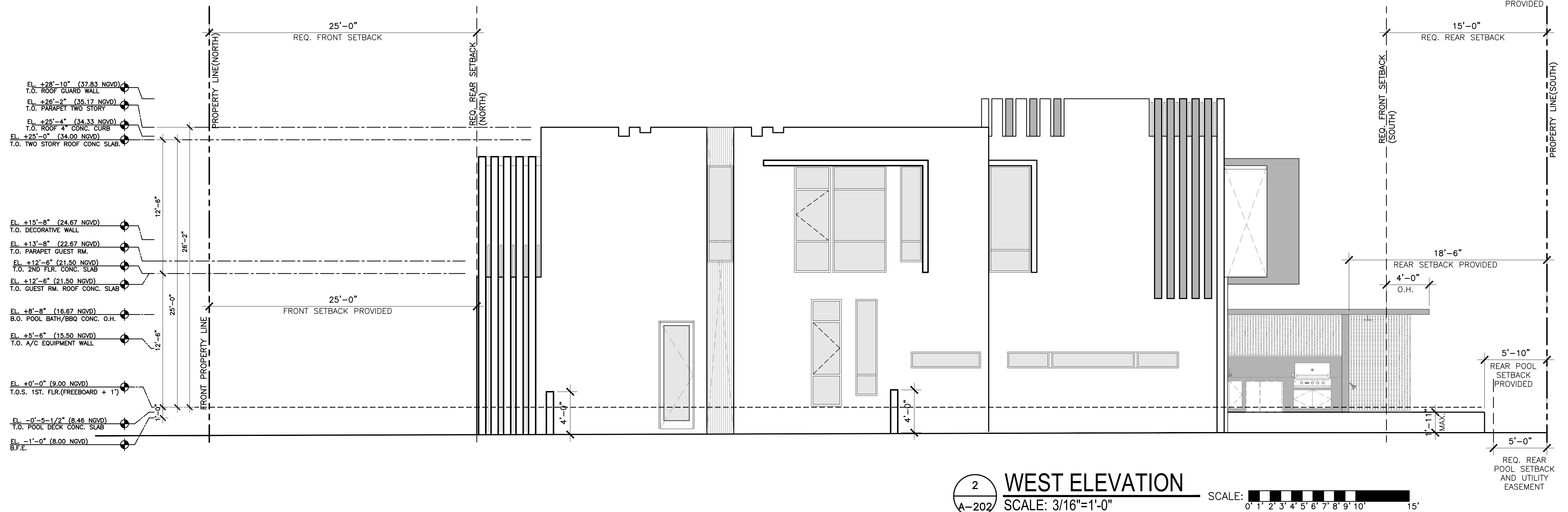
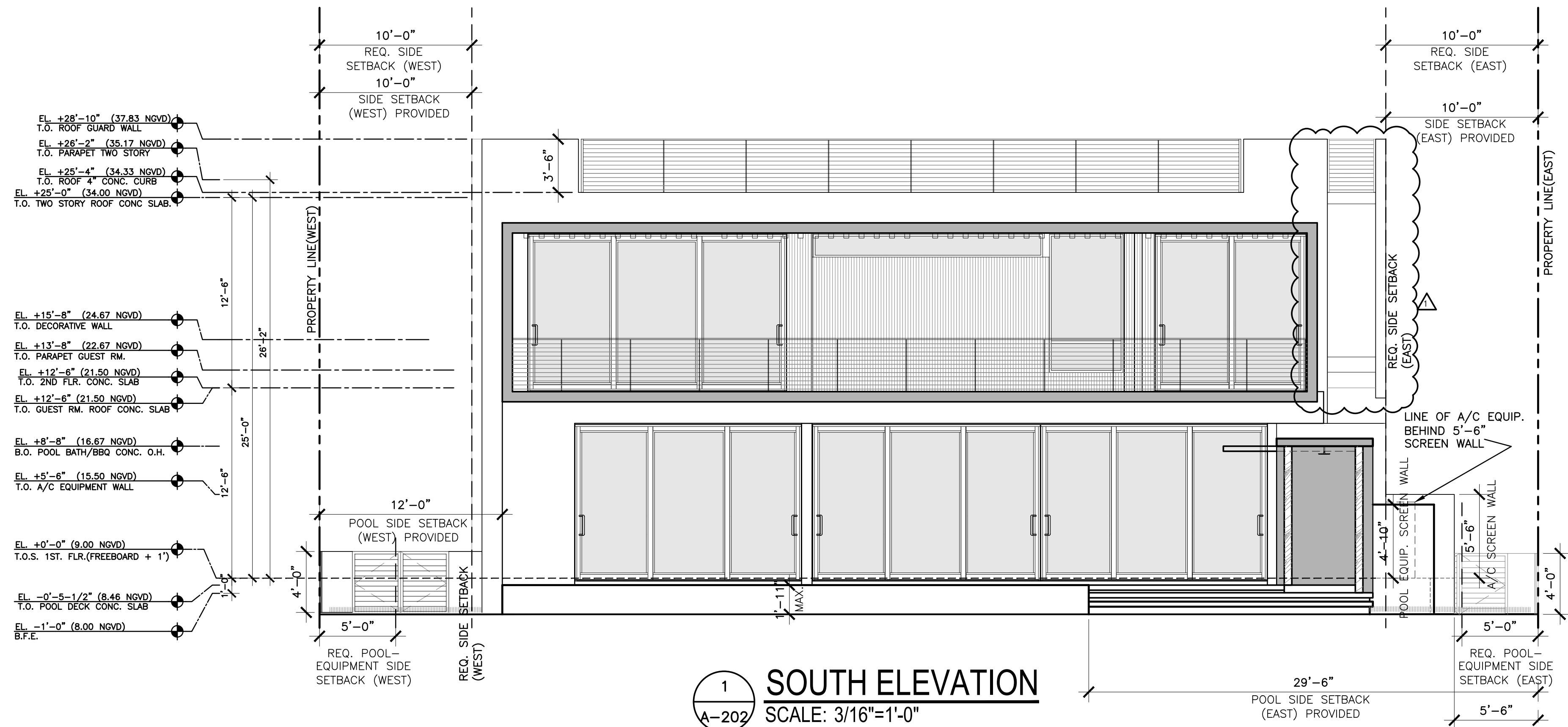
SHEET TITLE:
BUILDING ELEVATION MATERIALS

SHEET:

A-201A

- PLEASE REFER TO SHEETS "A-201A AND A-202A" FOR BUILDING ARTICULATION CALCULATIONS OF BUILDING FACADES AS PER SEC. 23-11(A)(7)

- PLEASE REFER TO SHEETS "A-201B AND A-202B" FOR FACADES MATERIAL DESCRIPTIONS AND COLOR RENDERINGS



DESIGN REVIEW BOARD PRESENTATION



1 SOUTH ELEVATION
A-202B SCALE: 3/16"=1'-0"



2 WEST ELEVATION
A-202B SCALE: 3/16"=1'-0"

SCALE: 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 15'

LEGEND	
01	IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME SGD. SYSTEM WITH M-DADE NOA.
02	IMPACT RESISTANT BERMUDA BRONZE ALUM. FRAME STOREFRONT SYSTEM WITH M-DADE NOA.
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FAO

ARCHITECTURE

ARCHITECTURE

INTERIOR DESIGN

PLANNING

407 LINCOLN ROAD
SUITE 4-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5600

PROJECT NO:

2107

CLIENT:

CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS

1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:

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FELIPE ALVARADO AR 91841

PHASE:

DRB PRESENTATION

ISSUE DATE:

JUNE 27, 2022

SHEET TITLE:

BUILDING ELEVATION MATERIALS

SHEET:

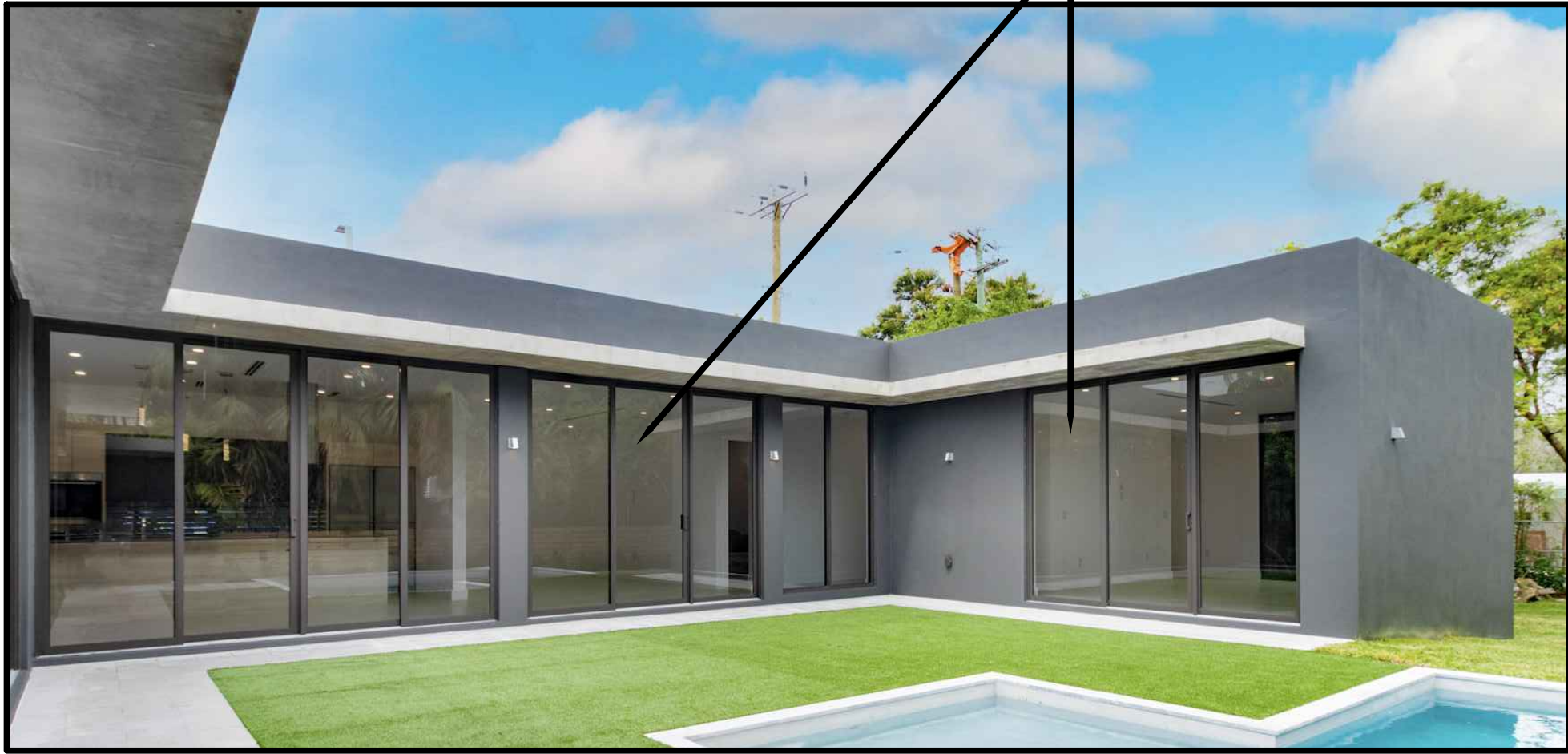
DESIGN REVIEW BOARD PRESENTATION

A-202A

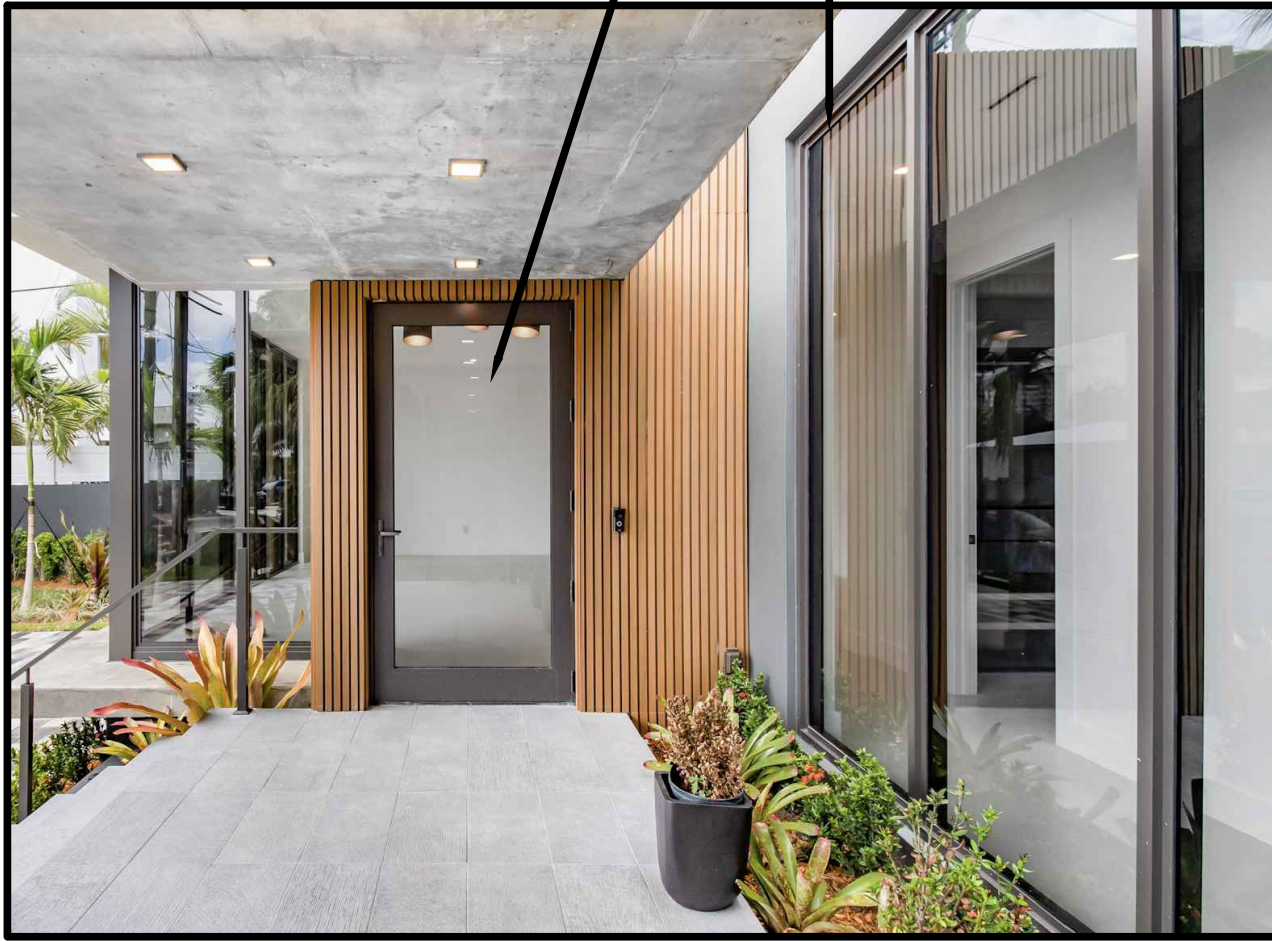
WOOD COMPOSITE WALL CLADDING MODEL
AWS01 TEAK BY ARCHITECTURAL WOOD SIDING
WALL AND GARAGE DOOR



IMPACT RESISTANT BERMUDA
BRONZE ALUM. FRAME SGD. SYSTEM
WITH M-DADE NOA.



IMPACT RESISTANT BERMUDA
BRONZE ALUM. FRAME FRENCH
DOOR SYSTEM WITH M-DADE NOA.



IMPACT RESISTANT BERMUDA
BRONZE ALUM. FRAME STOREFRONT
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STEEL COL. PROVIDE BREAK METAL TO
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FINISH. JOINTS AT BREAK METAL
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SEALED CONCRETE PAVER WALKWAY/DRIVEWAY



A/C EQUIPMENT ALUM. LOUVERED
SCREEN ENCLOSURE/GATES TO MATCH
COLOR OF WINDOW FRAMES



42" A.F.F. BLACK ALUM. GUARDRAIL
WITH S.S. WIRE ROPE. TOP RAIL TO BE
IPE WD.



S.S. MAILBOX MOUNTED ON EXPOSED
CONCRETE PIER



EXTERIOR WALL PAINT SELECTED FROM
TOWN OF BAY HARBOR 2008 APPROVED
BENJAMIN MOORE COLOR WHEEL



DESIGN REVIEW BOARD PRESENTATION

FAO

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ARCHITECTURE INTERIOR DESIGN PLANNING

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P 786.448.5600

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NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
INSTRUMENTS OF SERVICE FOR USE SOLELY WITH
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CONSULTANTS SHALL BE DEEMED THE AUTHORS AND
OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF
SERVICE AND SHALL RETAIN ALL COMMON LAW,
STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
SAMPLE BOARD

SHEET:

A-203



1 FRONT N.E. STREET VIEW
A-400 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 4-00
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
△ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168
ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134
TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134
ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
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SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
PROJECT RENDERINGS

SHEET:

1
A-400

FRONT N.E. STREET VIEW
SCALE: N.T.S.

A-400



1
A-401

FRONT N.W. STREET VIEW
SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 4-5
MIAMI BEACH, FLORIDA 33139
P 786.448.5030

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
△ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168
ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134
TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134
ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
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FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
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SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
PROJECT RENDERINGS

SHEET:

A-401



1 FRONT AERIAL N.E. STREET VIEW
A-402 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 100
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC.
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE, LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE
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STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING
COPYRIGHTS.

SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
PROJECT RENDERINGS

SHEET:

A-402



1 FRONT AERIAL N.W. STREET VIEW
A-403 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE	INTERIOR DESIGN	PLANNING
407 LINCOLN ROAD SUITE 14-0 MIAMI BEACH, FLORIDA 33139 P 786.448.5000		
PROJECT NO: 2107		
CLIENT: CDO DEVELOPMENT I, LLC		
1135 KANE CONCOURSE, 5TH FLOOR BAY HARBOR ISLANDS, FLORIDA 33154		
REVISIONS: Δ DRB COMMENT (SECOND FLOOR EXTERIOR STAIR) 12/06/2022		
CFS ENGINEERING GROUP, INC. STRUCTURAL ENGINEER 185 NW 108TH STREET MIAMI SHORES, FLORIDA 33168		
ARPE ENGINEERING, LLC MEP ENGINEERING 2020 PONCE DE LEON BLVD. SUITE 1002 CORAL GABLES, FLORIDA 33134		
TERRA CIVIL ENGINEERING, LLC CIVIL ENGINEERING 4011 WEST FLAGLER ST., SUITE 404 MIAMI, FLORIDA 33134		
ALL LANDSCAPE DATA, INC LANDSCAPE ARCHITECT 9737 NW 41ST STREET SUITE 919 MIAMI, FLORIDA 33178		
CASA BAY HARBOR ISLANDS 1270 99TH STREET BAY HARBOR ISLANDS, FLORIDA 33154		
PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME		
FAO ARCHITECTURE, LLC. DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.		
SEAL:		
FELIPE ALVARADO AR 91841		
PHASE: DRB PRESENTATION		
ISSUE DATE: JUNE 27, 2022		
SHEET TITLE: PROJECT RENDERINGS		
SHEET:		

A-403



1 REAR S.W. VIEW
A-404 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE	INTERIOR DESIGN	PLANNING
407 LINCOLN ROAD SUITE 4-5 MIAMI BEACH, FLORIDA 33139 P 786.448.5000		
PROJECT NO: 2107		
CLIENT: CDO DEVELOPMENT I, LLC 1135 KANE CONCOURSE, 5TH FLOOR BAY HARBOR ISLANDS, FLORIDA 33154		
REVISIONS: △ DRB COMMENT (SECOND FLOOR EXTERIOR STAIR) 12/06/2022		
CFS ENGINEERING GROUP, INC. STRUCTURAL ENGINEER 185 NW 108TH STREET MIAMI SHORES, FLORIDA 33168		
ARPE ENGINEERING, LLC MEP ENGINEERING 2020 PONCE DE LEON BLVD. SUITE 1002 CORAL GABLES, FLORIDA 33134		
TERRA CIVIL ENGINEERING, LLC CIVIL ENGINEERING 4011 WEST FLAGLER ST., SUITE 404 MIAMI, FLORIDA 33134		
ALL LANDSCAPE DATA, INC. LANDSCAPE ARCHITECT 9737 NW 41ST STREET SUITE 919 MIAMI, FLORIDA 33178		
CASA BAY HARBOR ISLANDS 1270 99TH STREET BAY HARBOR ISLANDS, FLORIDA 33154		
PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME		
FAO ARCHITECTURE, LLC. DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.		
SEAL:		
FELIPE ALVARADO AR 91841		
PHASE: DRB PRESENTATION		
ISSUE DATE: JUNE 27, 2022		
SHEET TITLE: PROJECT RENDERINGS		
SHEET: A-404		



1 REAR S.E. VIEW
A-405 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE	INTERIOR DESIGN	PLANNING
407 LINCOLN ROAD SUITE 4-5 MIAMI BEACH, FLORIDA 33139 P 786.448.5000		
PROJECT NO: 2107		
CLIENT: CDO DEVELOPMENT I, LLC		
1135 KANE CONCOURSE, 5TH FLOOR BAY HARBOR ISLANDS, FLORIDA 33154		
REVISIONS: △ DRB COMMENT (SECOND FLOOR EXTERIOR STAIR) 12/06/2022		
CFS ENGINEERING GROUP, INC. STRUCTURAL ENGINEER 185 NW 108TH STREET MIAMI SHORES, FLORIDA 33168		
ARPE ENGINEERING, LLC MEP ENGINEERING 2020 PONCE DE LEON BLVD. SUITE 1002 CORAL GABLES, FLORIDA 33134		
TERRA CIVIL ENGINEERING, LLC CIVIL ENGINEERING 4011 WEST FLAGLER ST., SUITE 404 MIAMI, FLORIDA 33134		
ALL LANDSCAPE DATA, INC. LANDSCAPE ARCHITECT 9737 NW 41ST STREET SUITE 919 MIAMI, FLORIDA 33178		
CASA BAY HARBOR ISLANDS 1270 99TH STREET BAY HARBOR ISLANDS, FLORIDA 33154		
PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME		
FAO ARCHITECTURE, LLC. DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE, LLC, AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.		
SEAL:		
FELIPE ALVARADO AR 91841		
PHASE: DRB PRESENTATION		
ISSUE DATE: JUNE 27, 2022		
SHEET TITLE: PROJECT RENDERINGS		
SHEET: A-405		



1 REAR AERIAL S.W. VIEW
A-406 SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE	INTERIOR DESIGN	PLANNING
407 LINCOLN ROAD SUITE 410 MIAMI BEACH, FLORIDA 33139 P 786.448.5000		
PROJECT NO: 2107		
CLIENT: CDO DEVELOPMENT I, LLC		
1135 KANE CONCOURSE, 5TH FLOOR BAY HARBOR ISLANDS, FLORIDA 33154		
REVISIONS: Δ DRB COMMENT (SECOND FLOOR EXTERIOR STAIR) 12/06/2022		
CFS ENGINEERING GROUP, INC. STRUCTURAL ENGINEER 185 NW 108TH STREET MIAMI SHORES, FLORIDA 33168		
ARPE ENGINEERING, LLC MEP ENGINEERING 2020 PONCE DE LEON BLVD. SUITE 1002 CORAL GABLES, FLORIDA 33134		
TERRA CIVIL ENGINEERING, LLC CIVIL ENGINEERING 4011 WEST FLAGLER ST., SUITE 404 MIAMI, FLORIDA 33134		
ALL LANDSCAPE DATA, INC LANDSCAPE ARCHITECT 9737 NW 41ST STREET SUITE 919 MIAMI, FLORIDA 33178		
CASA BAY HARBOR ISLANDS 1270 99TH STREET BAY HARBOR ISLANDS, FLORIDA 33154		
PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME		
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SEAL:		
FELIPE ALVARADO AR 91841		
PHASE: DRB PRESENTATION		
ISSUE DATE: JUNE 27, 2022		
SHEET TITLE: PROJECT RENDERINGS		
SHEET:		
A-406		



1
A-407
REAR AERIAL S.E. VIEW
SCALE: N.T.S.

DESIGN REVIEW BOARD PRESENTATION

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 14-0
MIAMI BEACH, FLORIDA 33139
P 786.448.5000

PROJECT NO:
2107

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:
Δ DRB COMMENT (SECOND FLOOR
EXTERIOR STAIR) 12/06/2022

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

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SEAL:

FELIPE ALVARADO AR 91841

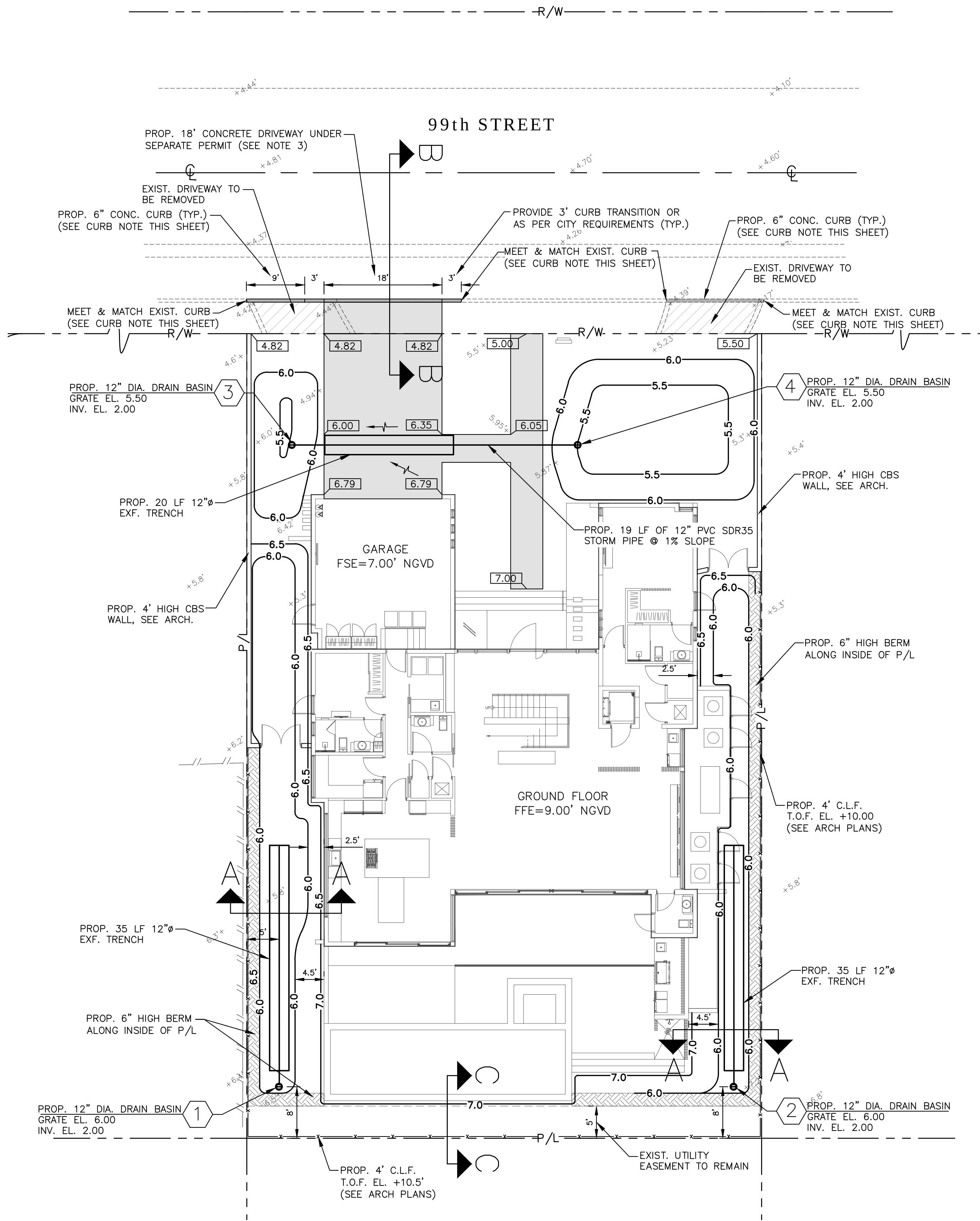
PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
PROJECT RENDERINGS

SHEET:

A-407



DATUM NOTE:

UNLESS OTHERWISE INDICATED, ALL ELEVATIONS SHOWN HEREON REFER TO FINISH ELEVATIONS AND ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.

DATUM CONVERSION: NGVD - 1.55' = NAVD

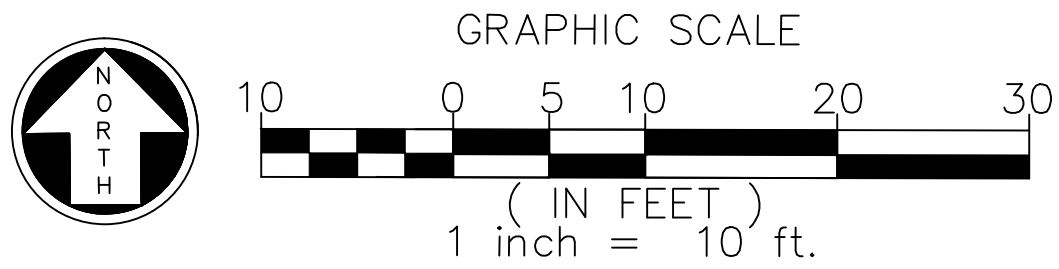
DRAINAGE NOTE:

THIS SITE IS DESIGNED TO RETAIN, ON-SITE, THE VOLUME OF RUNOFF GENERATED BY THE 5-YEAR, 1-HOUR STORM WITH AN INTENSITY OF 3.3 INCHES. THE EXF. TRENCH AND RETENTION AREAS PROVIDED ON SITE ARE CAPABLE OF RETAINING THAT RUNOFF VOLUME.

CALCULATIONS FOLLOW THE METHODOLOGY SET FORTH BY THE SFWMD IN THEIR PUBLICATION TITLED "MANAGEMENT AND STORAGE OF SURFACE WATER, PERMIT INFORMATION MANUAL, VOLUME 4."

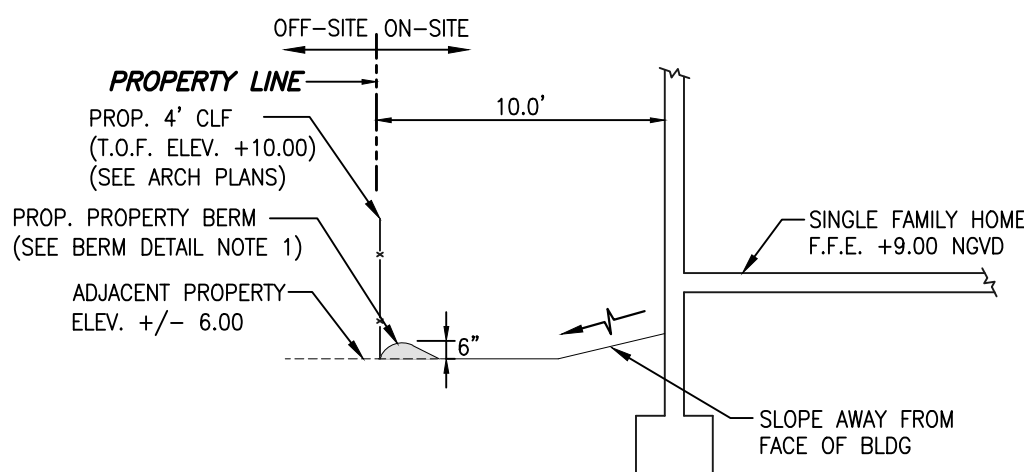
CURB NOTE:

CURBS AND VALLEY GUTTERS SHALL BE REINFORCED WITH #5 BARS AND DOWELED INTO EXISTING CONCRETE WITH CONCRETE EPOXY. (SEE DETAIL ON SHEET C-3)

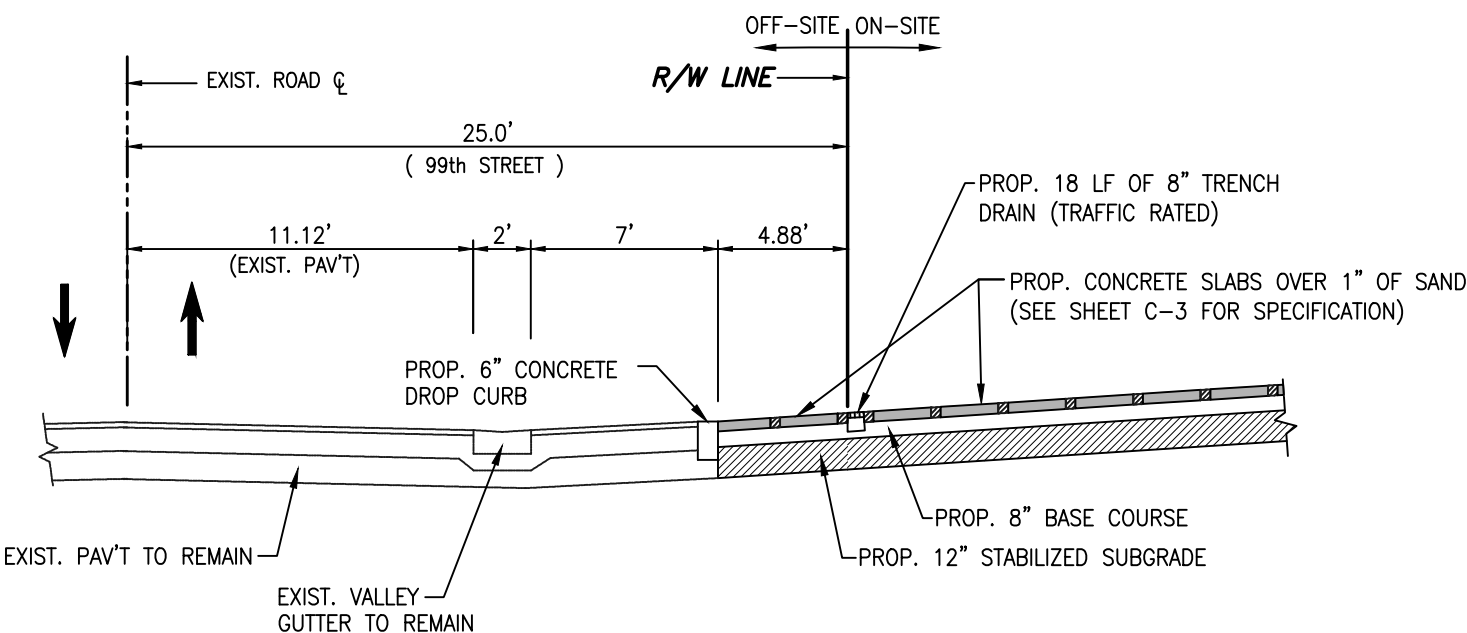


PAVING NOTES

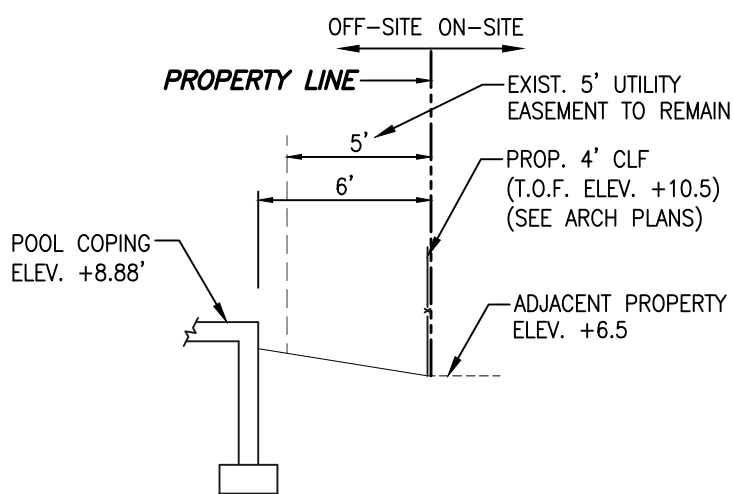
- CONTRACTOR SHALL MILL HALF OF EXISTING STREET ASPHALT PAVEMENT (2" AVG. DEPTH) AND RESURFACE WITH 2" TYPE S-III ASPHALT DESIGN MIX.
- IMPROVEMENTS TO THE RIGHT-OF-WAY REQUIRES A SEPARATE BAY HARBOR ISLAND PUBLIC WORKS DEPARTMENT PERMIT.
- REFER TO SHEET C-3 FOR PAVEMENT SPECIFICATIONS



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



SECTION C-C
N.T.S.

P, G & D LEGEND

- | | |
|-----------|---|
| HDPE | HIGH DENSITY CORRUGATED POLYETHYLENE PIPE |
| | PROPOSED CONCRETE SLABS |
| | PROPOSED CONCRETE CURB |
| GRATE EL. | INLET GRATE ELEVATION |
| INV. EL. | INVERT ELEVATION |
| | PROPOSED ELEVATIONS |
| | EXISTING ELEVATIONS |
| FFE | FINISHED FLOOR ELEVATION |
| | DENOTES GRADE TO DRAIN |
| | DENOTES PROP. CONTOUR ELEV. LINE |
| P/L | DENOTES PROPERTY LINE |
| R/W | DENOTES RIGHT OF WAY LINE |



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!

FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 404
MIAMI BEACH, FLORIDA 33139
P: 786.448.5030

PROJECT NO.: 220625

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33138

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

ALL LANDSCAPE DATA, INC.
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

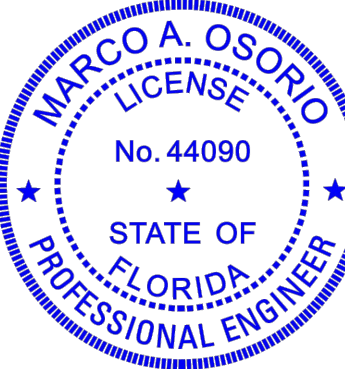


TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134
CERT. OF AUTHORIZATION #27209

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MARCO A. OSORIO 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.



PHASE:
DRB PRESENTATION

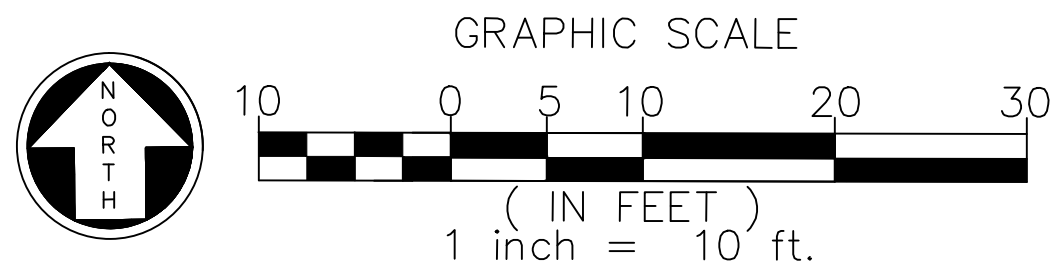
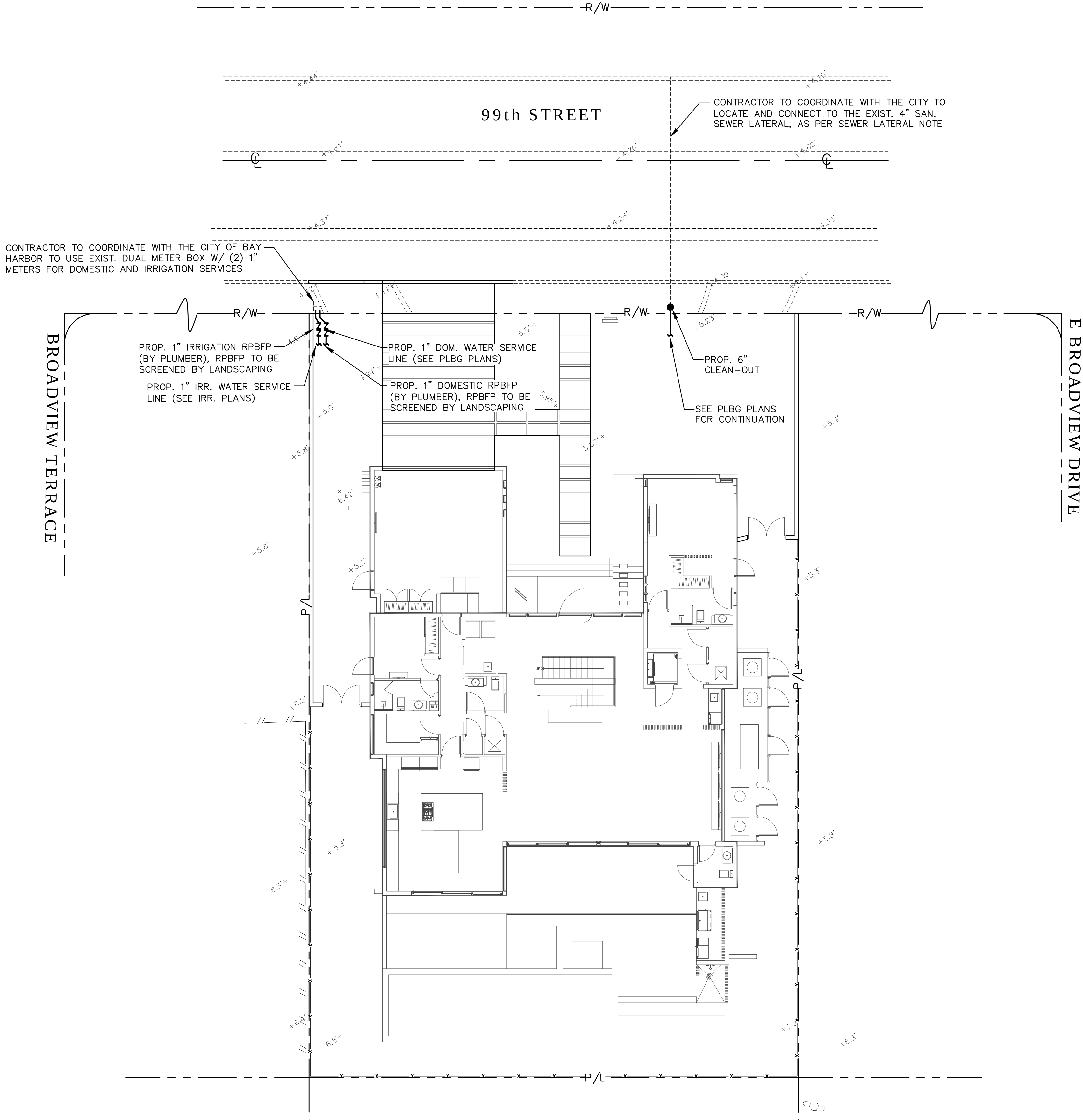
ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:

PAVING, GRADING
AND DRAINAGE
PLAN

SHEET:

C-1



UTILITIES NOTES

- IMPROVEMENTS TO THE RIGHT-OF-WAY REQUIRES A SEPARATE CITY OF BAY HARBOR ISLAND PUBLIC WORKS DEPARTMENT PERMIT.
- ALL WATER SERVICE, SEWER LATERAL, AND IRRIGATION CONNECTION WORK ON PUBLIC RIGHT-OF-WAY SHALL BE BY THE CITY OF BAY HARBOR ISLAND FORCES.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF BAY HARBOR ISLAND AND REQUEST THE WATER AND IRRIGATION SERVICE CONNECTIONS FOUR (4) WEEKS PRIOR TO THE REQUIRED DATE OF THE INSTALLATION. ALL CITY CONNECTIONS AND SERVICE FEES SHALL BE PAID BY THE OWNER.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF BAY HARBOR ISLAND FOR THE EXACT LOCATION OF THE SEWER LATERAL CONNECTION POINT PRIOR TO THE CONSTRUCTION OF THE "ON SITE" PORTION. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PER CITY OF BAY HARBOR ISLAND REQUIREMENT.
- ALL "ON SITE" UTILITY MATERIALS AND WORK SHALL MEET THE REQUIREMENTS OF THE CITY OF BAY HARBOR ISLAND PUBLIC WORKS DEPARTMENT
- CONTRACTOR SHALL REFER TO PLUMBING DRAWINGS FOR COORDINATION OF FIRE, GAS, IRRIGATION, DOMESTIC WATER AND SAN. SEWER SERVICES CONNECTION TO BUILDING. PRIOR TO CONSTRUCTION, THE SITE / UTILITY CONTRACTOR SHALL REQUEST THAT THE PLUMBER MARK AND STAKE IN THE GROUND THE EXACT LOCATION, SIZE AND INVERT ELEVATION OF ALL STUBOUT CONNECTIONS.
- CONTRACTOR SHALL CONTACT GAS COMPANY TO COORDINATE FOR THE INSTALLATION OF A NEW GAS METER.

SEWER LATERAL NOTE

PRIOR TO CONNECTING TO THE EXISTING SEWER LATERAL THE CONTRACTOR SHALL PERFORM A VIDEO INSPECTION TO CONFIRM THE CONDITION OF THE SEWER LATERAL, AND PROVIDE TWO DIGITAL COPIES TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL. IF REQUIRED BY PUBLIC WORKS, THE CONTRACTOR SHALL REPLACE THE EXISTING SEWER LATERAL, AT THE OWNER'S EXPENSE.

UTILITY LEGEND

	DENOTES EXIST. ELEVATION (NGVD)
DIP	DUCTILE IRON PIPE
CI	CAST IRON PIPE
PVC	POLYVINYLCHLORIDE PIPE
CONC	CONCRETE
WM	WATER MAIN
FM	FORCE MAIN
GV	GATE VALVE
F.H.	FIRE HYDRANT
O.U.L.	OVERHEAD UTILITY LINE
—ELEC—	ELECTRIC LINE (FPL)
—R/W—	DENOTES RIGHT OF WAY LINE

FAO

ARCHITECTURE

ARCHITECTURE

INTERIOR DESIGN

PLANNING

407 LINCOLN ROAD

SUITE 405

MIAMI BEACH, FLORIDA 33139

P: 786.448.5030

PROJECT NO.:

220625

CLIENT:

CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR

BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

CFS ENGINEERING GROUP, INC.

STRUCTURAL ENGINEER

185 NW 108TH STREET

MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC

MEP ENGINEERING

2020 PONCE DE LEON BLVD.

SUITE 1002

CORAL GABLES, FLORIDA 33134

ALL LANDSCAPE DATA, INC.

LANDSCAPE ARCHITECT

9737 NW 41ST STREET SUITE 919

MIAMI, FLORIDA 33178

TERRA CIVIL ENGINEERING, LLC

CIVIL ENGINEERING

4011 WEST FLAGLER ST.,

SUITE 404

MIAMI, FLORIDA 33134

CERT. OF AUTHORIZATION #27209

CASA BAY HARBOR ISLANDS

1270 99TH STREET

BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:

NEW SINGLE FAMILY HOME

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MARCO A. OSORIO ON THE DATE ADJACENT TO THE SEAL.

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PHASE:

DRB PRESENTATION

ISSUE DATE:

JUNE 27, 2022

SHEET TITLE:

UTILITIES PLAN

SHEET:

C-2

GENERAL NOTES

1.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.-29), UNLESS NOTED OTHERWISE.
2.

ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF DERM, DEP & SPWMD, WATER MANAGEMENT REGULATIONS AND STANDARDS, THE FDOT STANDARD SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION, THE LATEST MIAMI-DADE COUNTY "PUBLIC WORKS DEPARTMENT, MANUAL PART II - DESIGN AND CONSTRUCTION", THE PROJECT SPECIFICATIONS, AND THE LATEST CITY OF BAY HARBOR ISLANDS PUBLIC WORKS REQUIREMENTS AND SPECIFICATIONS.
3.

ALL GRADES SHOWN IN PLAN ARE FINISHED GRADES.
4.

THE LOCATION AND SIZE OF THE EXISTING UTILITIES SHOWN IN THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE-TRENCHING IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
5.

CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
6.

EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
7.

NPDES COMPLIANCE: CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. IN PARTICULAR, SEDIMENT AND EROSION CONTROLS AND STORM WATER MANAGEMENT MEASURES SHALL BE STRICTLY FOLLOWED.
8.

WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH THE EXISTING PAVEMENT
9.

AT THE COMPLETION OF THE WORK AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL CERTIFY THAT THE DRAINAGE SYSTEM IS CLEAN OF DEBRIS OR ANY FOREIGN OBJECT. THE SITE SHALL BE CLEANED OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEPED BROOM CLEAN.
10.

WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL THE FINAL ACCEPTANCE OF OWNER, ENGINEER, AND PUBLIC WORKS.

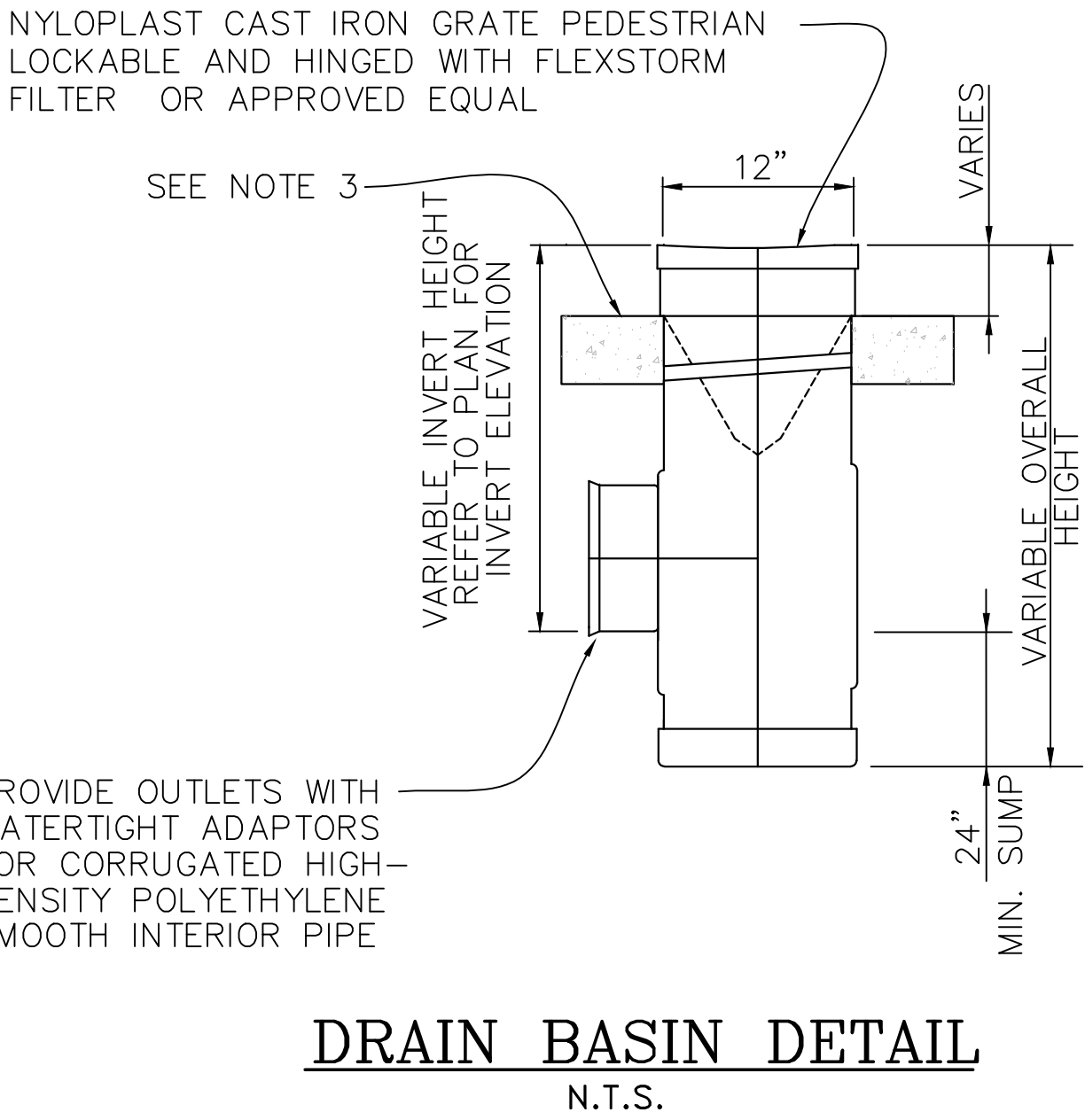
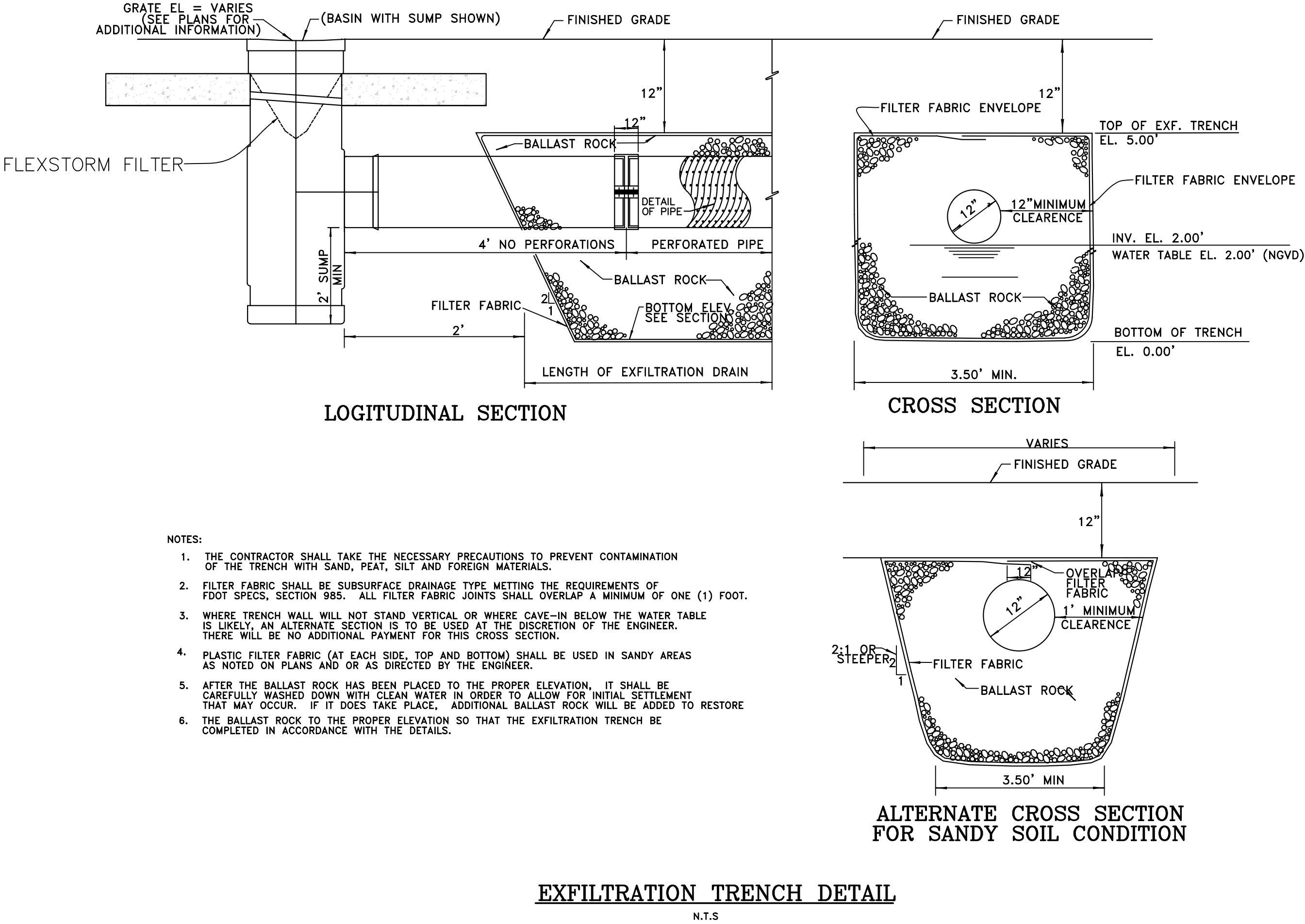
PAVEMENT SPECIFICATIONS:

- OPTIONAL SURFACE COURSES:

CONCRETE PAVERS SHALL BE: 3 1/8" THICK SOLID CONCRETE INTERLOCKING PAVING UNITS (PER ASTM C 936). CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CUT SHEETS FOR APPROVAL TO THE ARCHITECT.
- RIGID CONCRETE SURFACE SHALL BE: 6" CLASS I CONCRETE, ATTAINING A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI AND REINFORCED WITH 6"x6" 10/10 WELDED WIRE MESH.
- ASPHALTIC CONCRETE SURFACE SHALL BE: 2" TYPE S-III, HAVING A MINIMUM 7% ASPHALT CONTANT (PER FDOT 2000 SPECS SECTION 320, 330 AND 331).
- ROCK BASE:

8" LIMEROCK COMPACTED TO 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT PER A.A.S.H.T.O. T-180, METHOD "D". EXTEND 6" BEYOND EDGE OF SURFACE COURSE OR BACK OF CURB, AS APPLICABLE (PER FDOT SPECS SECTION 200) PRIME COAT ON LIME ROCK BASE COURSE SHALL MEET FDOT SPECS SECTION 300.
- SUBGRADE:

12" STABILIZED GRANULAR MATERIAL COMPACTED TO 98% MAX. DRY DENSITY AT OPTIMUM MOISTURE CONTENT PER A.S.H.T.O. T-180, METHOD "D" - IF EXISTING MATERIAL PROVIDES MINIMUM LBR OF 40, STABILIZATION IS NOT REQUIRED. EXTEND 12" BEYOND EDGE OF SURFACE COURSE OR BACK OF CURB, AS APPLICABLE (PER FDOT SPECS SECTION 160).
- ALL DRIVEWAY AREAS SHALL BE DEMUCKED OR STABILIZED WITH GEOTEXTILE MATERIAL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS, AND CITY SPECIFICATIONS AND REQUIREMENTS.

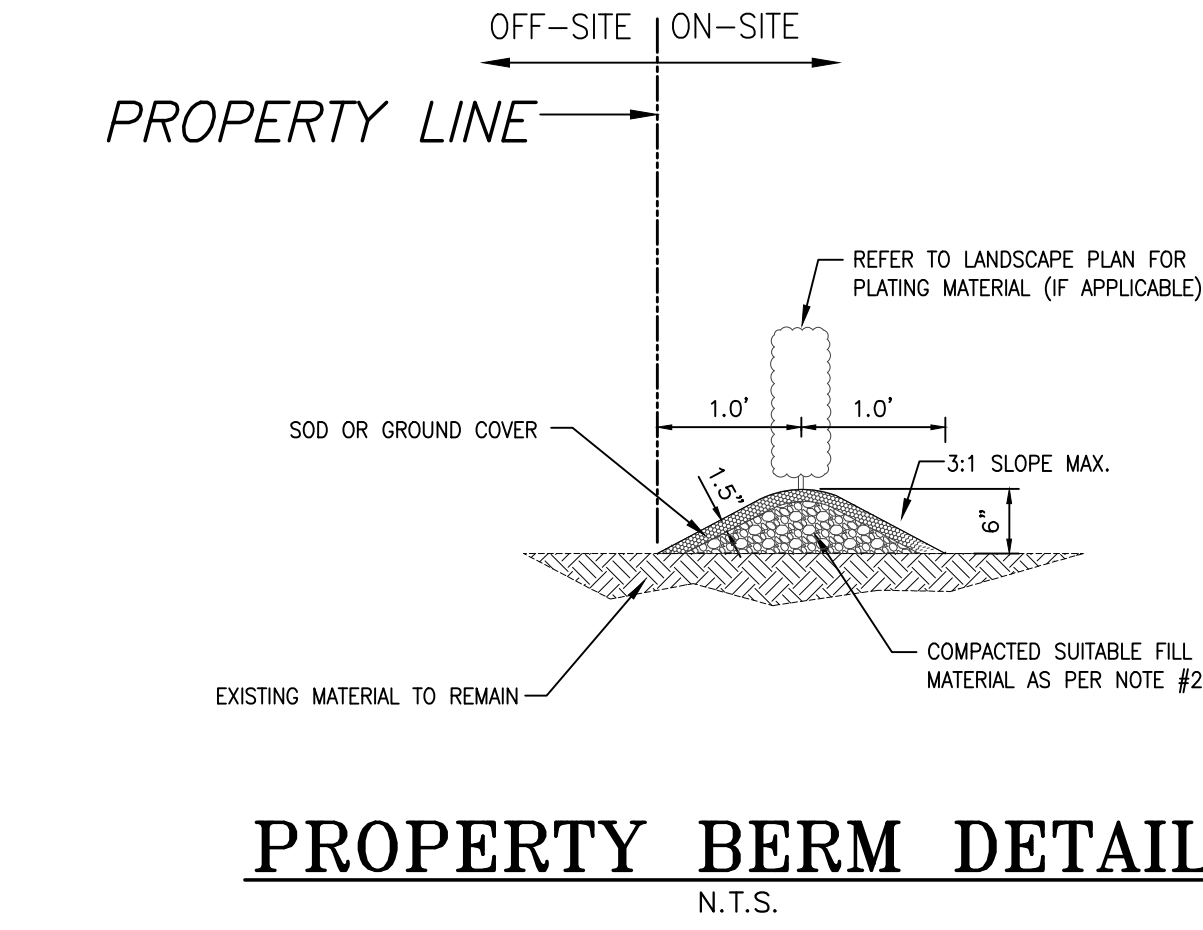


- NOTES:
- 1-

PROVIDE NYLOPLAST PVC DRAIN BASIN OR APPROVED EQUAL
- 2-

ALL DRAIN BASINS WITH OPEN GRATES SHALL HAVE FLEXSTORM FILTERS TYPE FX-SS.
- 3-

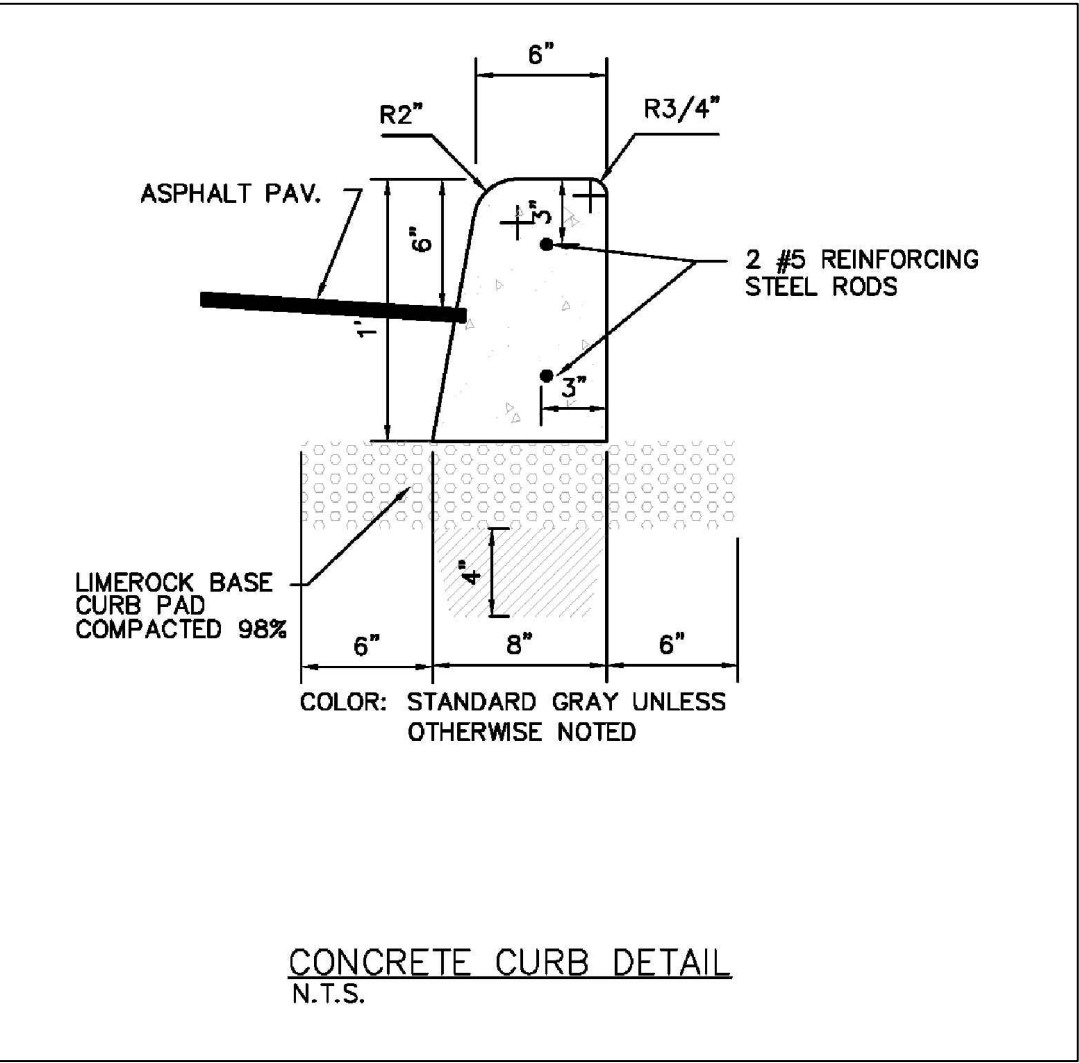
WHEN INSTALLED IN TRAFFIC OR PAVED AREAS, THE CONTRACTOR SHALL PROVIDE A 4'x4'x8" SLAB TO SUPPORT THE BASIN GRATE, AS PER MANUFACTURER'S INSTRUCTIONS.



- NOTES:
- 1-

CONTRACTOR SHALL CONSTRUCT A BERM ALONG THE PROPERTY PERIMETER, AS SHOWN ON PLAN. THE BERM SHALL BE 6" HIGH MINIMUM.
- 2-

SOIL USED TO CONSTRUCT BERM SHALL BE SUITABLE FILL MATERIAL OR A STRUCTURAL MIXTURE COMPRISED OF 60% NATIVE CRUSHED LIMESTONE AND 40% PLANTING SOIL. NO MUCK OR OPEN GRADE SILICA. BERM TO BE COMPACTED TO 80% DENSITY, AND SODDED OR STABILIZED IN AN APPROVED METHOD TO PREVENT EROSION.



FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 404
MIAMI BEACH, FLORIDA 33139
P: 786.448.5830

PROJECT NO.: 220625

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

ALL LANDSCAPE DATA, INC.
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

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CERT. OF AUTHORIZATION #27209
N.T.S.

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MARCO A. OSORIO

LICENSE

No. 44090

STATE OF FLORIDA

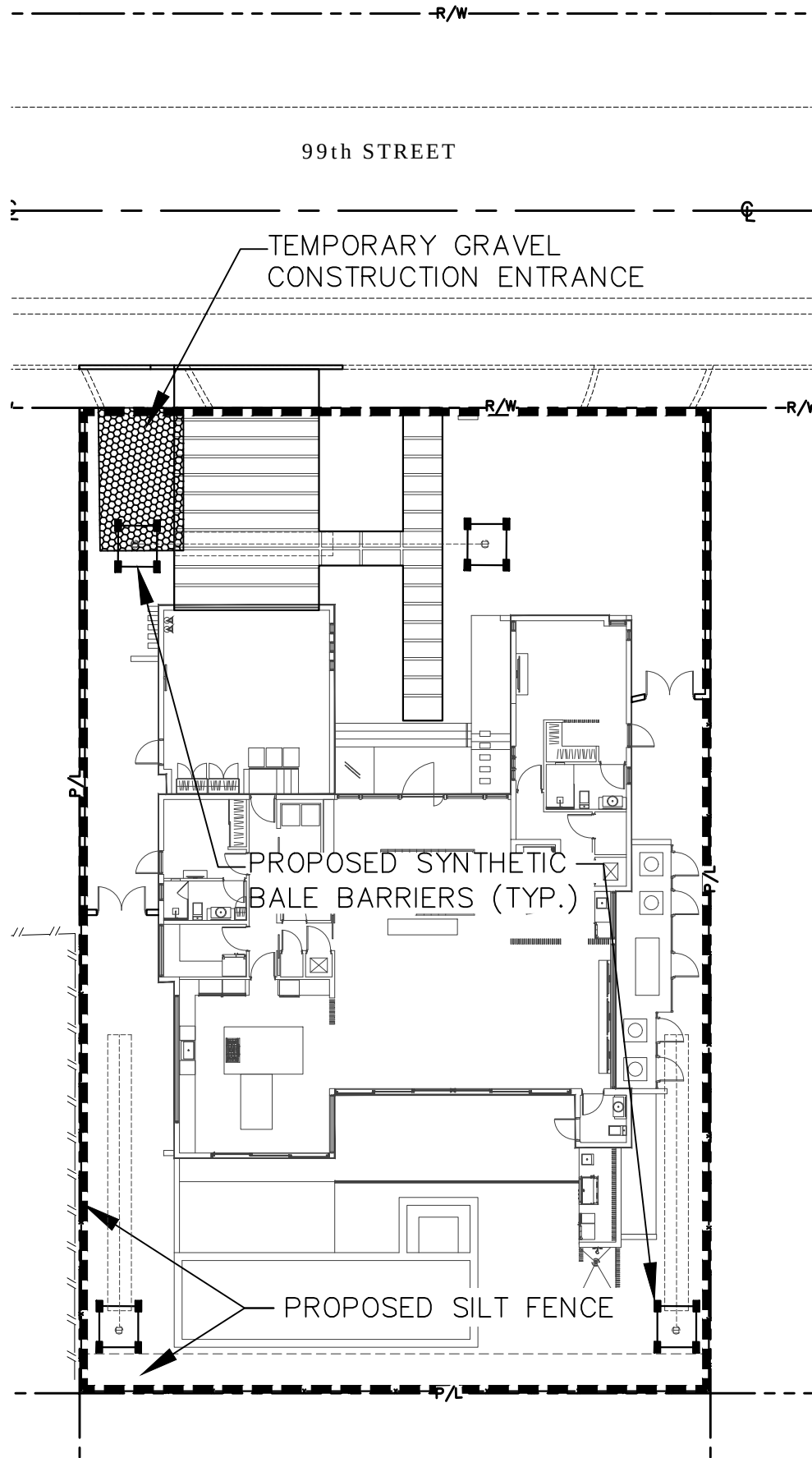
PROFESSIONAL ENGINEER

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
GENERAL NOTES
& DETAILS

SHEET:
C-3

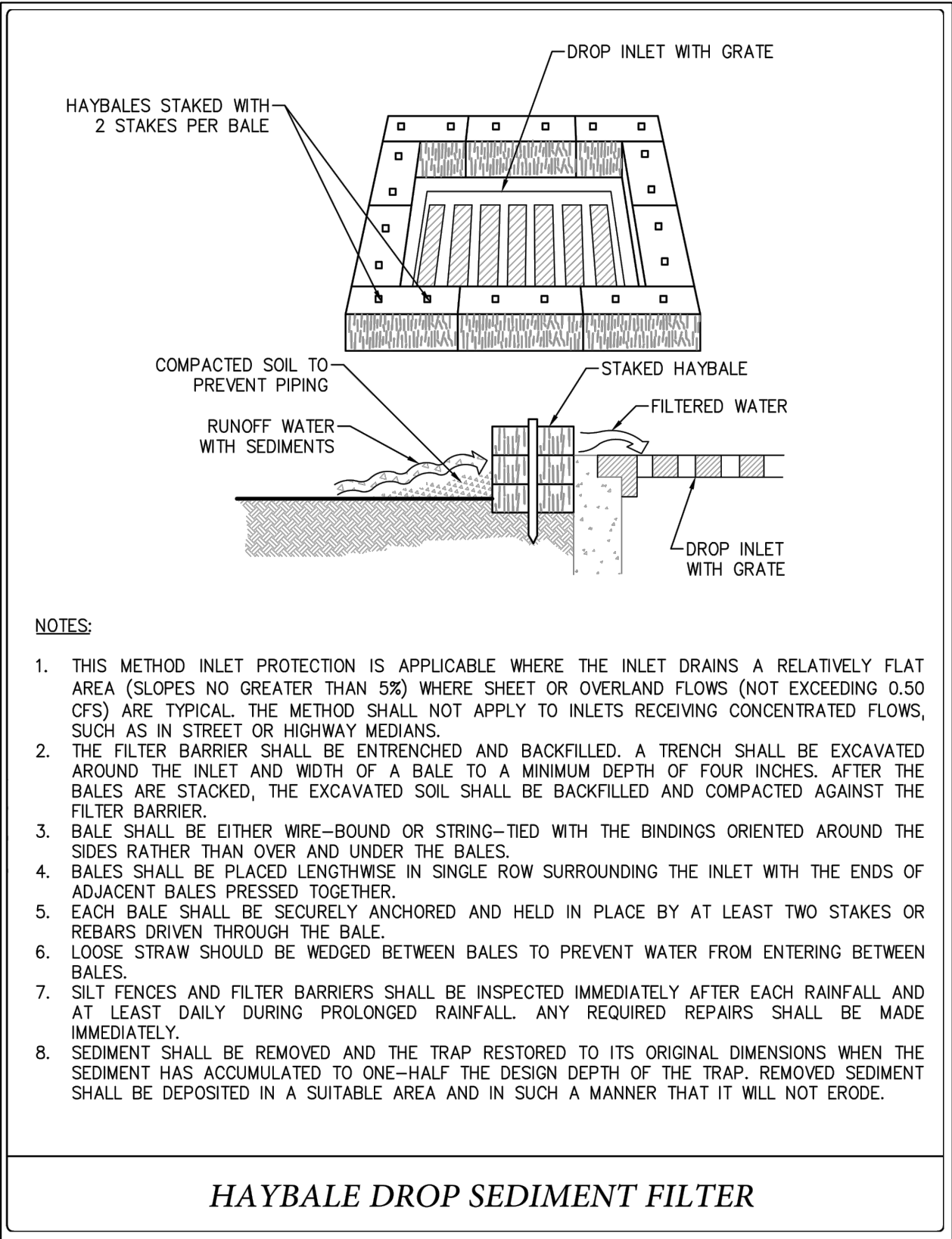


NOTES FOR SYNTHETIC BALES OF BALE TYPE BARRIERS

1. TYPE 1 AND 2 SYNTHETIC BARRIER SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 PER INDEX 102 OF THE 2010 FOOT DESIGN STANDARDS.
2. BALES SHALL BE ANCHORED WITH 2-1" x 2" (FOR 1" DIA.) x 4" WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
3. RAILS AND POSTS SHALL BE 2" x 4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
4. ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.
5. WHERE USED IN CONJUNCTION WITH SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.

LEGEND

- TYPE III SILT FENCE AS PER FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 102
- SYNTHETIC BALE BARRIER AROUND ALL PROPOSED INLETS AS PER FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 102



GENERAL NOTES

AT LEAST TWO DAYS PRIOR TO BEGIN CONSTRUCTION, THE CONTRACTOR SHALL ISSUE A NOTICE OF INTENT (N.O.I.) TO THE FLORIDA DEP, IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT.

A COPY OF THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE NOTICE OF INTENT (N.O.I.) SHALL BE POSTED AT THE CONSTRUCTED SITE IN A PROMINENT PLACE FOR PUBLIC VIEWING.

CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. IN PARTICULAR, SEDIMENT AND EROSION CONTROLS AND STORM WATER MANAGEMENT MEASURES SHALL BE STRICTLY FOLLOWED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION, SEDIMENTATION AND STORM WATER MANAGEMENT MEASURES FOR THE DURATION OF THE PROJECT. ONCE THE PROJECT HAS BEEN COMPLETED, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY STORM WATER MANAGEMENT MEASURES AND SHALL DISPOSE THEM ACCORDING TO CODE.

EROSION AND SEDIMENTATION CONTROLS

1. CONTRACTOR SHALL INSTALL A TYPE III SILT FENCE, AS PER FDOT STANDARD INDEX NO. 102, AROUND THE LIMITS OF CONSTRUCTION PRIOR TO ANY DEMOLITION, FILLING OR GRADING OF ANY PORTIONS OF THE SITE.
2. PROPOSED INLETS, ONCE INSTALLED, SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF BY THE USE OF HAY BALES AS PER FDOT STANDARD INDEX NO. 102.
3. A GRAVEL ACCESS ROAD SHALL BE CONSTRUCTED TO MINIMIZE THE EFFECTS OF TRUCK TRAFFIC AND SEDIMENTATION TRACKING BOTH ON AND OFF OF THE SITE.
4. TOP OF SOIL PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS SHALL BE STABILIZED WITH SEED AND MULCH NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE SEEDING SHALL BE RYE (GRAIN) APPLIED AT THE RATE OF 120 POUNDS PER ACRE. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH 4,000 POUNDS OF STRAW PER ACRE.
5. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. SEEDING SHALL BE THE SAME AS IN TEMPORARY SEEDING.

OTHER CONTROLS

1. ALL CONSTRUCTION WASTE MATERIAL SHALL BE COLLECTED AND STORED IN A SECURELY METAL DUMPSTER RENTED FROM A LOCAL WASTE MANAGEMENT COMPANY. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. ALL PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURES FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED IN THE OFFICE TRAILER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.
2. ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONCE PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR, AS REQUIRED BY LOCAL REGULATIONS.
3. DUMP TRUCKS IMPORTING FILL MATERIALS TO THE SITE SHALL COVER THEIR LOADS WITH A TARPULIN TO AVOID UNECESSARY GENERATION OF DUST.
4. ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF AS PER LOCAL AND/OR STATE REGULATIONS OR AS RECOMMENDED BY THE MANUFACTURER. SITE PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.
5. A STABILIZED CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE SHALL BE SWEEPED DAILY TO REMOVE ANY EXCESS OF MUD, DIRT, OR ROCK TRACKED FROM THE SITE.

MAINTENANCE AND INSPECTION PROCEDURES

1. THE GENERAL CONTRACTOR'S SITE SUPERINTENDENT SHALL SELECT A INDIVIDUAL WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION MAINTENANCE REPORT. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL RECEIVE PROPER TRAINING IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.
2. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE INSPECTED EVERY 7 DAYS OR WITHIN 24 HOURS OF A STORM OF 0.5 INCHES OR MORE IN DEPTH. ALL CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE AREA THEY PROTECT HAS BEEN COMPLETELY STABILIZED AND THE CONSTRUCTION IS COMPLETE.
3. BUILT UP SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT HAS REACHED ONE THIRD OF THE HEIGHT OF THE FENCE.
4. SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT. TEARS, IF FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND IF FENCE POSTS ARE FIRMLY IN THE GROUND.
5. TEMPORARY AND PERMANENT SEEDING AND PLANTING SHALL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
6. THE INSPECTOR SHALL RECORD ANY DAMAGES OR DEFICIENCIES IN THE CONTROL MEASURES ON AN INSPECTION REPORT FORM PROVIDED FOR THIS PURPOSE. THESE REPORTS SHALL DOCUMENT THE INSPECTION OF ALL POLLUTION PREVENTION MEASURES AND SHALL ALSO BE USED TO REQUEST MAINTENANCE AND REPAIR. THE CONTRACTOR SHALL CORRECT DAMAGE OR PROVIDE MAINTENANCE AS RECOMMENDED BY REPORT AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION. FAILURE TO DO SO SHALL BE REPORTED TO THE DEP.

SEQUENCE OF MAJOR ACTIVITIES

1. INSTALL TYPE III SILT FENCE AT BOUNDARIES OF PROPOSED CONSTRUCTION.
2. COMMENCE SITE CONSTRUCTION ACTIVITIES.
3. AS PROPOSED INLETS ARE CONSTRUCTED, INSTALL HAY BALE SILT BARRIER.
4. INSTALL TEMPORARY SEED AND MULCH IN AREAS WHERE CONSTRUCTION TEMPORARILY CEASES FOR AT LEAST 21 DAYS NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITIES.
5. INSTALL PERMANENT SEEDING AND PLANTING IN AREAS WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY VEASED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITIES.
6. REMOVE ACCUMULATED SEDIMENT.
7. REMOVE TEMPORARY POLLUTION PREVENTION MEASURES AFTER ALL CONSTRUCTION ON SITE HAS BEEN COMPLETED AND DISPOSE OF ACCORDING TO CODE.

NATURE OF ACTIVITY

THE PROJECT CONSISTS OF CONSTRUCTION OF A NEW SINGLE FAMILY HOUSE.

THERE ARE NO NON-STORMWATER DISCHARGES ANTICIPATED.

MAINTENANCE REPORT SAMPLE FORM

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

(Required for all projects one (1) acre or larger)

PROJECT: _____

This form is to be completed every seven (7) days and within twenty-four (24) hours of a rainfall event of 0.50 inches or greater. Copies of these forms shall be retained for a period of at least three (3) years.

Contractor: _____ Date: _____

Contractor's Representative: _____

Owner's Representative: _____

Emergency Phone Number: _____

Days since last rainfall: _____ Amount this period: _____

SEDIMENTATION AND EROSION CONTROLS

Temporary Stabilization Controls: _____

Permanent Stabilization Controls: _____

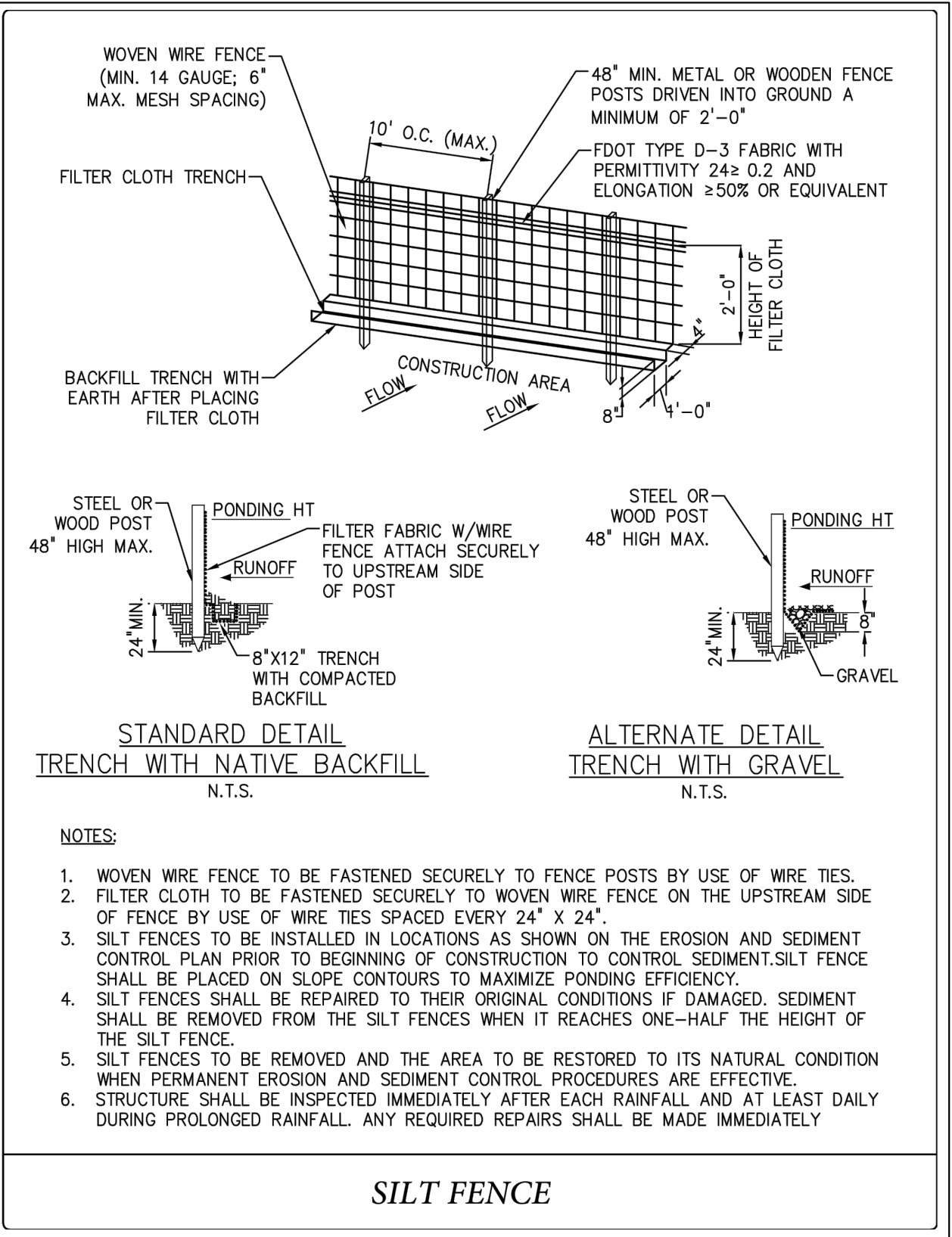
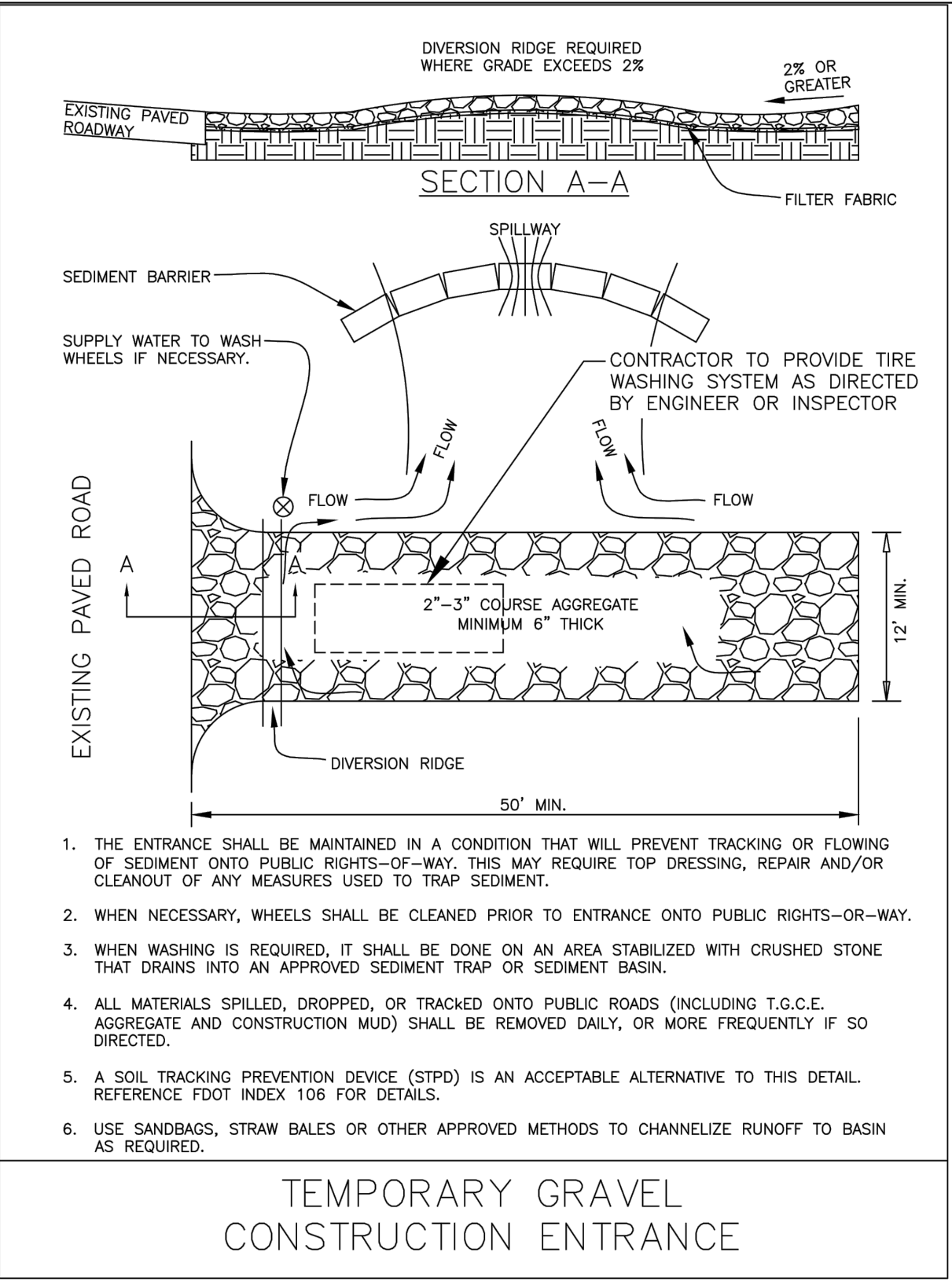
Inlet Protection: _____

Outfall Protection: _____

Silt Fences: _____

Other: _____

Corrective Measures Taken Since Last Report: _____



FAO

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 6-5
MIAMI BEACH, FLORIDA 33139
P: 786.448.5830

PROJECT NO.: 220625

CLIENT:
CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

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MARCO A. OSORIO

LICENSE

No. 44090

STATE OF FLORIDA

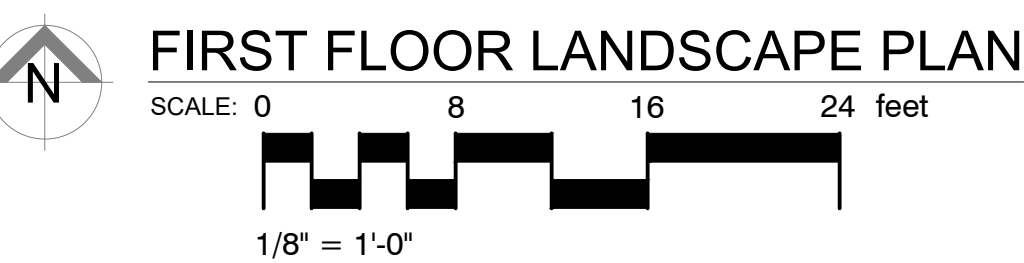
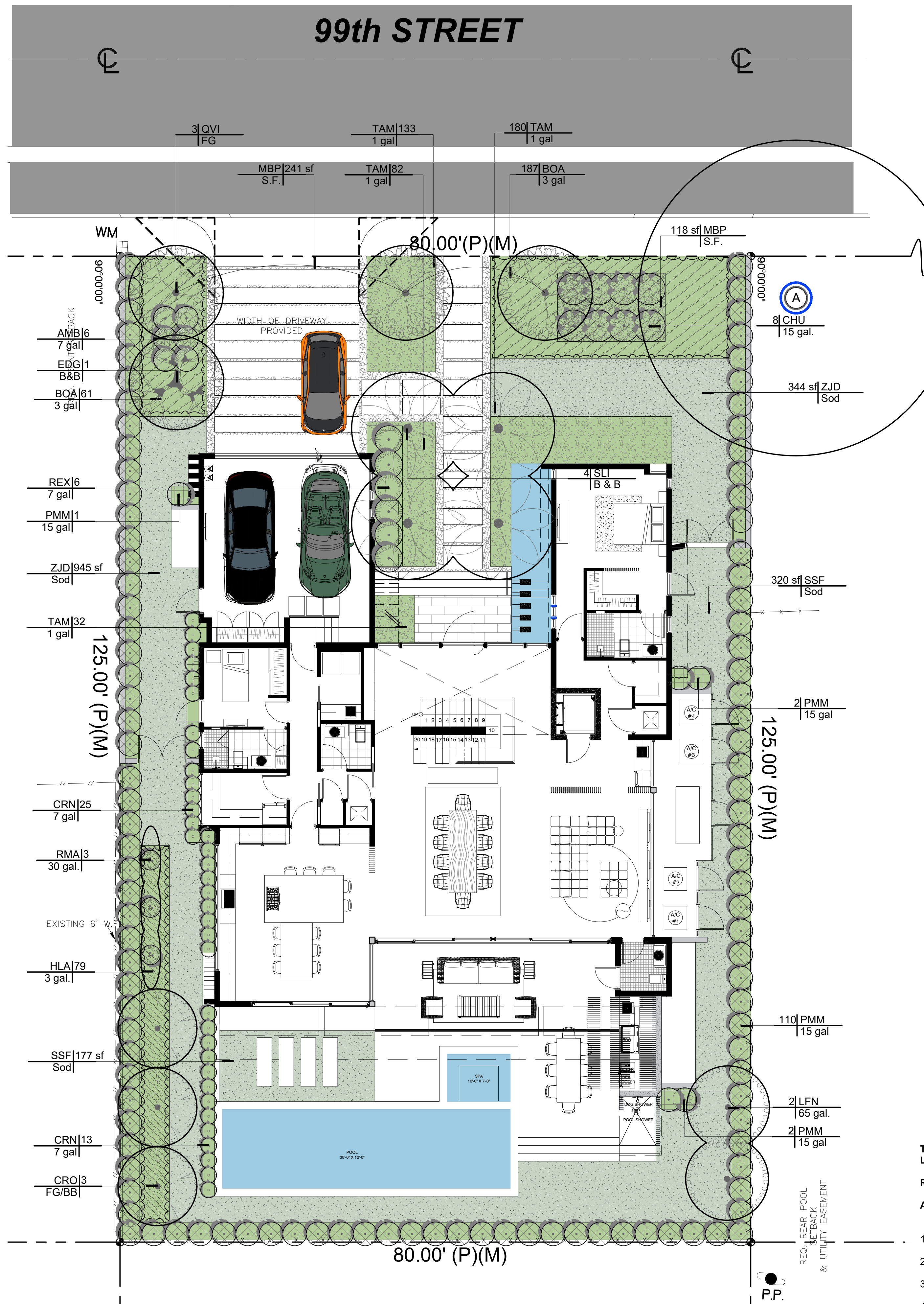
PROFESSIONAL ENGINEER

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
SURFACE WATER
POLLUTION
PREVENTION
PLAN

SHEET:
C-4



Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



PLANT SCHEDULE FIRST FLOOR									
<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>DBH</u>	<u>HGT</u>	<u>SRD</u>	<u>REMARKS</u>	
CRO	3	Clusia rosea	Autograph Tree	FG/BB	3.5"	12' OA	6'-8'	Florida Native - Drought Tolerant - Waterwise Listed	
EDG	1	Eucalyptus deglupta	Rainbow Eucalyptus	B&B	3"	13'-14' OA	8'-10'	Drought Tolerant - Listed in the Miami Dade Landscape Manual - Standard - 4' CT.	
LFN	2	Lagerstroemia fauriei 'Natchez'	Japanese Crape Myrtle	65 gal.	4"	16' OA	8'-10'		
<u>PALM TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>DBH</u>	<u>HGT</u>	<u>SRD</u>	<u>REMARKS</u>	
SLI	4	Satakentia iliuensis	Satakentia Palm	B & B	18"	10' CT	16'	Drought Tolerant - Listed in the Miami Dade Landscape Manual	
<u>STREET TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>DBH</u>	<u>HGT</u>	<u>SRD</u>	<u>REMARKS</u>	
QVI	3	Quercus virginiana	Southern Live Oak	FG	4"	15' OA	6'	Florida Native - Miami-Dade Landscape Manual	
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>HGT</u>	<u>SRD</u>	<u>SPACING</u>	<u>REMARKS</u>	
AMB	6	Alocasia macrorrhiza 'Black Stem'	Elephant's Ear	7 gal	4'	3'	2'	Miami-Dade Landscape Manual - Drought Tolerant	
CHU	8	Chamaerops humilis	Mediterranean Fan Palm	15 gal.	2.5' OA	3'			
CRN	36	Clusia rosea 'Nana'	Dwarf Pitch Apple	7 gal	1.5'	2'			
PMM	115	Podocarpus macrophyllus 'Maki'	Japanese Yew	15 gal	6' OA	4'	4'	Shade Grown - Character Plant	
REX	6	Rhapis excelsa	Lady Palm	7 gal	4' OA	4'			
<u>LARGE SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>HGT</u>	<u>SRD</u>	<u>SPACING</u>	<u>REMARKS</u>	
RMA	3	Ravenala madagascariensis	Traveler's Tree	30 gal.	12'-14' OA	6'			
<u>SHRUB AREAS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>HGT</u>	<u>SRD</u>	<u>WEIGHT</u>	<u>SPACING</u>	<u>REMARKS</u>
BOA	248	Begonia odorata 'Alba'	White Sweet Begonia	3 gal	1.5 OA	1.5'	1.5'	20" o.c.	Florida Native - Miami-Dade Landscape Manual
HLA	79	Hymenocallis latifolia	Spider Lily	3 gal.	1.5 OA	1.5'			
<u>GROUND COVERS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>HGT</u>	<u>SRD</u>	<u>SPACING</u>		
MBP	359 sf	Mexican Black Pebbles	Black Pebbles 1"-3"	S.F.			12" o.c.	Sun / Shade	
SSF	478 sf	Stenotaphrum secundatum 'Palmetto'	Palmetto St. Augustine Sod	Sod					
TAM	427	Trachelospermum asiaticum 'Minima'	Minima Jasmine	1 gal					
ZJD	1,289 sf	Zoysia japonica 'Diamond'	Korean Grass	Sod					

Town of Bay Harbor Islands
Landscape Code (Sec. 24-16) Requirements Legend
Residential - Single-Family and Two-Family Home Sites

A. Shade Trees Required*	Required	Provided
1. Single-Family Non-Waterfront Lot	5	7 — 4 Satakentia Palm 3 Autograph Tree
2. Single-Family Waterfront Lot	6	N/A — 2 Japanese Crape Myrtle 1 Rainbow Eucalyptus
3. Two-Family Lot	5	N/A
4. Number of Shade Trees in Front Yard	2	5 — 4 Satakentia Palm 1 Rainbow Eucalyptus
5. Native Species Required - 50%	3	3
6. Drought Tolerant and Low Maintenance Species Require - 50%	3	3
7. Street Trees Required: Linear street frontage 80.00' / 35 = 2.28	3	3 — 3 Live Oaks

B. Shrubs Required**	Required	Provided
1. Single-Family Non-Waterfront Lot	50	171
2. Single-Family Waterfront Lot	60	N/A
3. Two-Family Lot	50	N/A
4. Native Species Required - 30%	15 / 18	36
5. Drought Tolerant and Low Maintenance Species Require - 50%	25 / 30	50
C. Maximum Lawn Area Allowed***	50% of Net Lot Area	5,000 (Max) 1,609 S.F.

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 caliper. Palm Trees can be substituted at a 3:1 ratio (except approved larger varieties) to a maximum of 25% of the required trees.
** Required Shrubs at time of planting must be a minimum of 24 inches in overall height; if used as a visual screen must be a minimum of 36 inches in overall height.
*** Miami-Dade County Landscape Ordinance Sec. 18A-5 (A)(5)

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FAO
ARCHITECTURE
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SUITE 8-2
MIAMI BEACH, FLORIDA 33139
P: 786.448.5030

PROJECT NO: 2107
CLIENT: CDO DEVELOPMENT I, LLC
1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154
REVISIONS:

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168
ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
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CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME
FAO ARCHITECTURE LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE LLC AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.

SERIAL:
FELIPE ALVARADO AR 91841
PHASE: DRB PRESENTATION
ISSUE DATE: JUNE 27, 2022
SHEET TITLE: LANDSCAPE PLAN
SHEET:

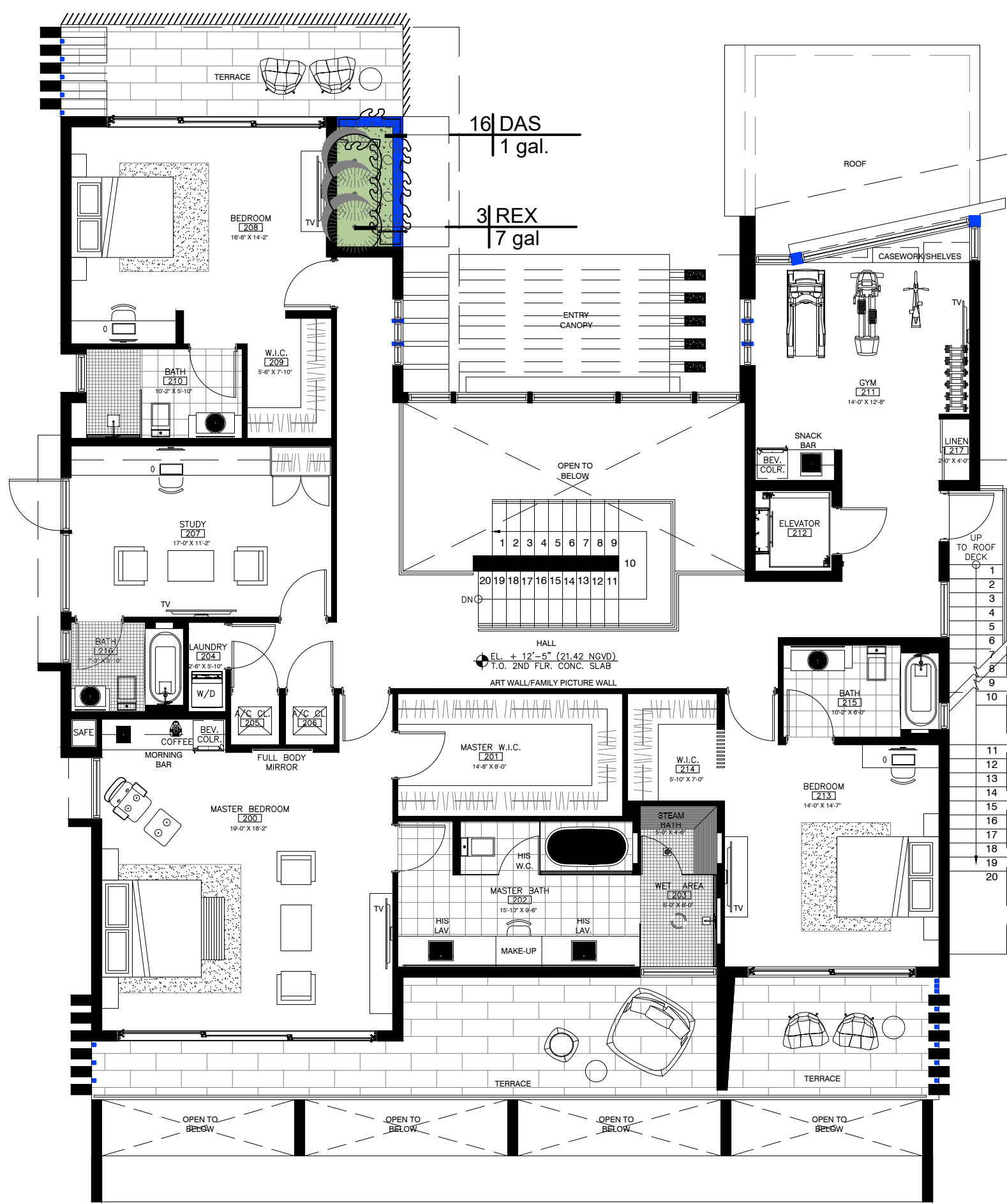
L-200

99th STREET

99th STREET

SECOND FLOOR LANDSCAPE PLAN

SCALE: 0 8 16 24 feet
1/8" = 1'-0"



PLANT SCHEDULE SECOND FLOOR

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	HGT	SRD	REMARKS	
REX	3	Rhapis excelsa	Lady Palm	4' OA	4'	Shade Grown - Character Plan	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	HGT	SRD	SPACING	REMARKS
DAS	16	Dichondra argentea 'Silver Falls'	Silver Falls Dichondra	6"	12"	12" o.c.	



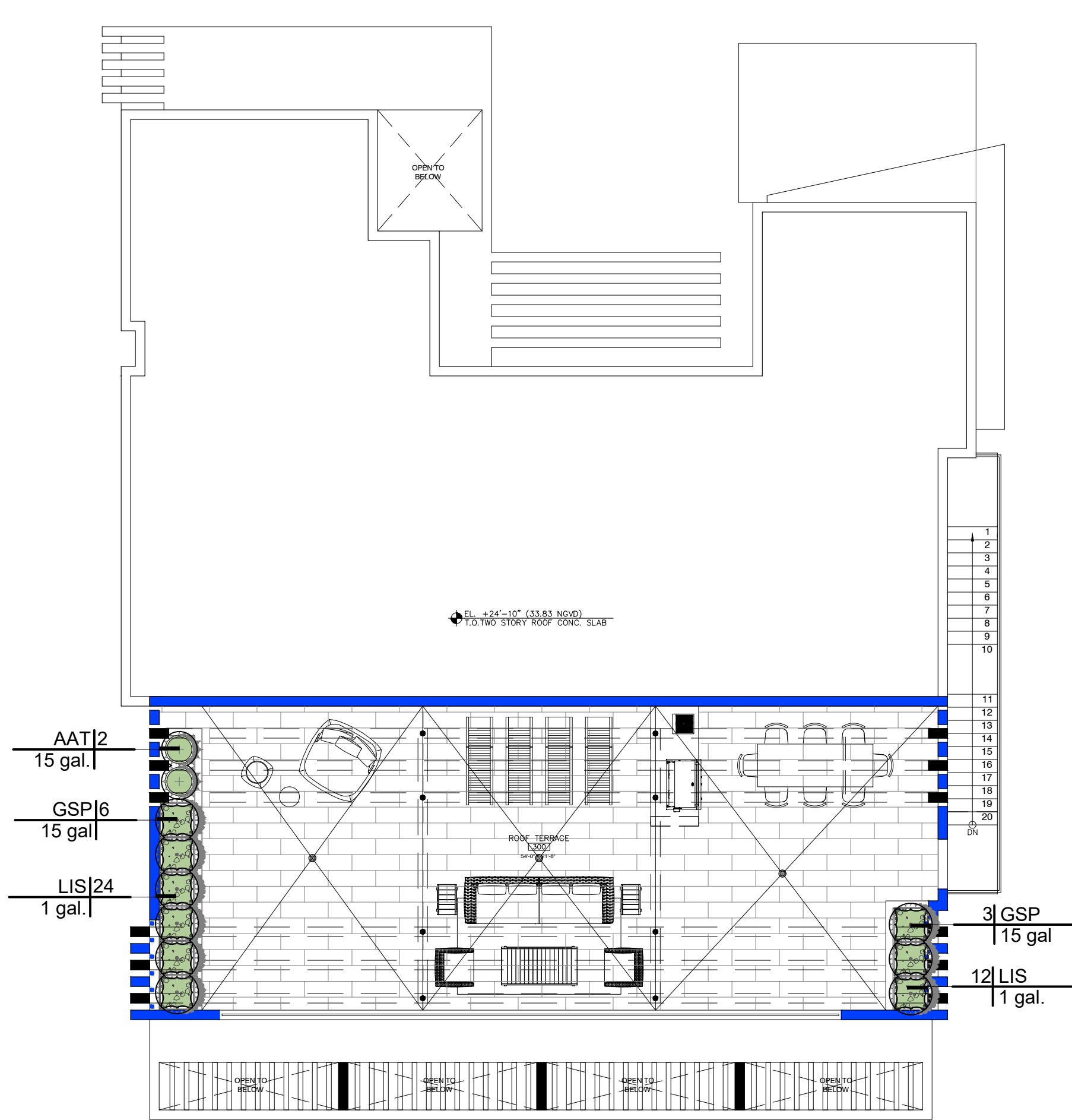
REX - Lady Palm

DAS - Silver Falls Dichondra

99th STREET

ROOF LANDSCAPE PLAN

SCALE: 0 8 16 24 feet
1/8" = 1'-0"



PLANT SCHEDULE ROOF

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	HGT	SRD	REMARKS	
AAT	2	Agave attenuata	Foxtail Agave	2.5' OA	2.5'	Drought	
GSP	9	Garcinia spicata	Mangosteen Tree	4'-5'	3'	Tolerant	
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	HGT	SRD	SPACING	REMARKS



AAT - Foxtail Agave

GSP - Mangosteen Tree

LSP - Creeping Lilyturf



Old Town Fiberglass Planter
CF2836 Cardiff Square
28" L x 36" H
Color Aluminum 24
with Internal Reservoir
<http://oldtownfiberglass.com/>

Old Town Fiberglass Planter
KN2442 Kona Cylinder
24" Ø x 42" H
Color Aluminum 24
with Internal Reservoir
<http://oldtownfiberglass.com/>



DERICK LANGEL (LA6667045)

GENERAL NOTES

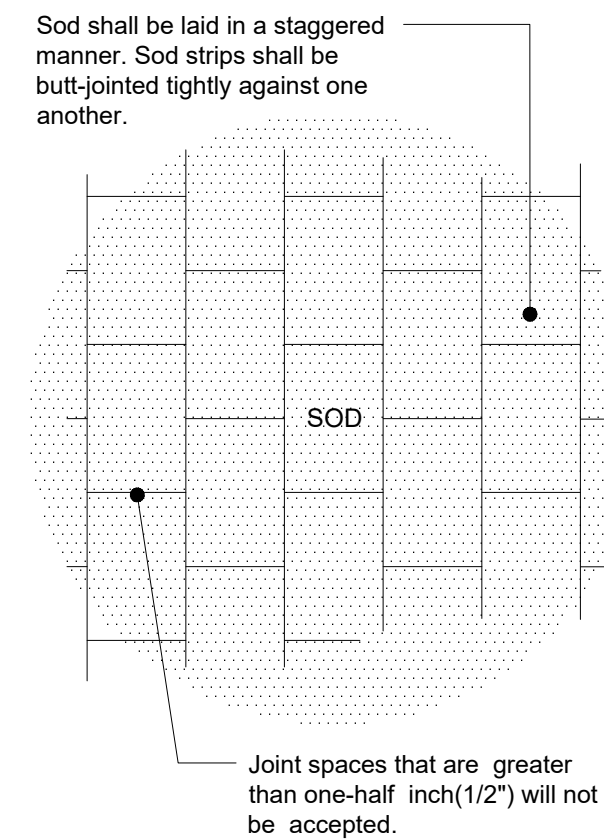
1. Landscape Contractor is responsible for verifying locations of all underground and overhead utilities and easements prior to commencing work. All Utility companies and/or the General Contractor shall be notified to verify utility locations prior to digging. Utility trenching is to be coordinated with the Landscape plans prior to beginning of project. The Owner or Landscape Architect shall not be responsible for damage to utility or irrigation lines.
2. Landscape Contractor shall examine the site and become familiar with conditions affecting the installation prior to submitting bids. Failure to do so shall not be considered cause for change orders.
3. Landscape Contractor is responsible for verifying all plant quantities prior to bidding and within (7) seven calendar days of receipt of these plans shall notify the Landscape Architect in writing of any and all discrepancies. In case of discrepancies planting plans shall take precedence over plant list.
4. No substitutions are to be made without prior consent of the Landscape Architect. Plant material supply is the responsibility of the Landscape Contractor, and he/she shall take steps to insure availability at time of planting.
5. All plant material shall meet or exceed the size on the plant list. In all cases meeting the height and the spread specifications shall take precedence over container size.
6. All planted areas to be outfitted with automatic irrigation system providing 100% coverage and 50% overlap. A rain sensor must be part of the irrigation system.
7. Landscape Contractor shall be responsible for providing temporary hand watering to all proposed & landscape areas, during construction.
8. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree/Palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, groundcovers, sod and weeds within landscape areas.
9. All permitting and fees to be the responsibility of the Contractor.

PLANTING NOTES

1. Landscape Contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, herbicide, preemergence herbicide, seed, and mulch. Landscape Contractor to provide Landscape Architect with at least 5 days notice prior to tree installation.
2. Landscape Contractor shall guarantee all plant material for a period of one year from the day of final acceptance by the Landscape Architect.
3. All plant material shall be Florida #1 or better, as defined in the Grades and Standards for Nursery Plants, Part I and II by the State of Florida Department of Agriculture.
4. Landscape Contractor is responsible for scheduling a nursery visit for Landscape Architect to approve all trees, palms and shrubs prior to delivery to the project site.
5. Landscape Contractor shall coordinate his work with that of the Irrigation and Landscape Lighting Contractor.
6. The Landscape Contractor shall treat planted areas with preemergence herbicide after weeds and grass have been removed. Landscape Contractor shall apply pre emergent herbicide per manufacturer's recommendation, wait period prior to planting as specified. Planting soil mix/backfill shall be clean and free of construction debris, weeds, rock and noxious pests and disease.
7. All soil mix in plant beds for ground covers, shrubs, palms and trees shall be as per details. All other areas shall be dressed with a minimum of 4" topsoil "if required".
8. All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be de-compacted so that drainage is not impeded.
9. All synthetic burlap, string, cords or wire baskets shall be removed before trees are planted, without breaking the soil ball. All synthetic tape shall be removed from branches and trunks prior to final acceptance. The top 1/3 of natural burlap shall be removed, after the tree is set in the planting hole and before the tree is backfilled. Landscape Contractor is to check for root defects including deep planting in the root ball and circling roots, trees with root problems will not be accepted.
10. Landscape Contractor is responsible for mulching all plant beds and planters with a minimum 3" layer of natural color Eucalyptus or Envriomulch immediately after planting. In no case shall Cypress mulch be used.
11. All Trees/Palms in sod areas are to receive a 48" diameter mulched saucer at the base of the trunk respectively.
12. Landscape Contractor shall guy and stake all trees and palms as per specifications and details. No nails, screws or wiring shall penetrate the outer surface of trees and palms. All guying and staking shall be removed twelve months after planting.
13. All palm and tree guy wires and bracing are to be flagged for visibility, for their duration. All unattended and unplanted tree pits shall be properly barricaded and flagged during construction.
14. All broken branches and clear trunk branches on street trees are to be pruned according to ANSI A - 300 Guidelines for Tree Pruning to min. 5' - 0" height clearance to the base of canopy.
15. Landscape Contractor shall fertilize plant material as needed to support optimum healthy plant growth. All fertilization shall be performed in compliance with the latest ANSI A300 (Part 2) Standards.
16. Stake all trees and palms for approval by Landscape Architect prior to installation.
17. Any sod areas damaged by construction are to be replaced with St. Augustine 'Floritam' sod.
18. All areas within limits of work not covered by walks, buildings, playground, and/or any other hardscape feature shall be sodded with St. Augustine 'Floritam' sod.
19. St. Augustine 'Floritam' - Contractor's responsibility to verify quantity.
20. Install rootbarrier as per manufacturer's recommendation on all large trees that are 6' or closer to any pavement or building, as shown on details page.
21. Root barrier shall be Vespro Inc. or approved equal.

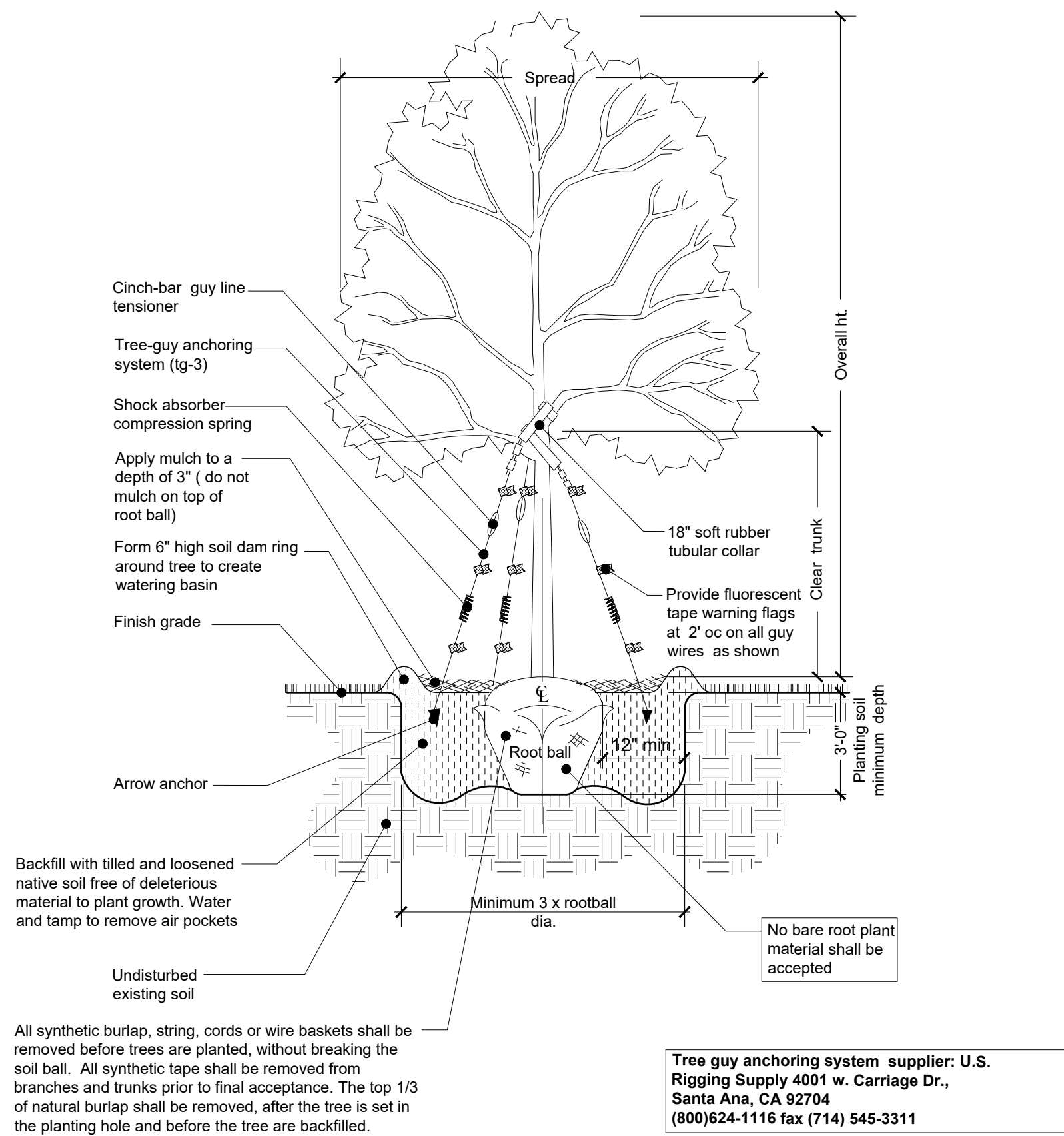
1 General Planting Notes

SCALE: N.T.S.



2 Sod Planting Detail

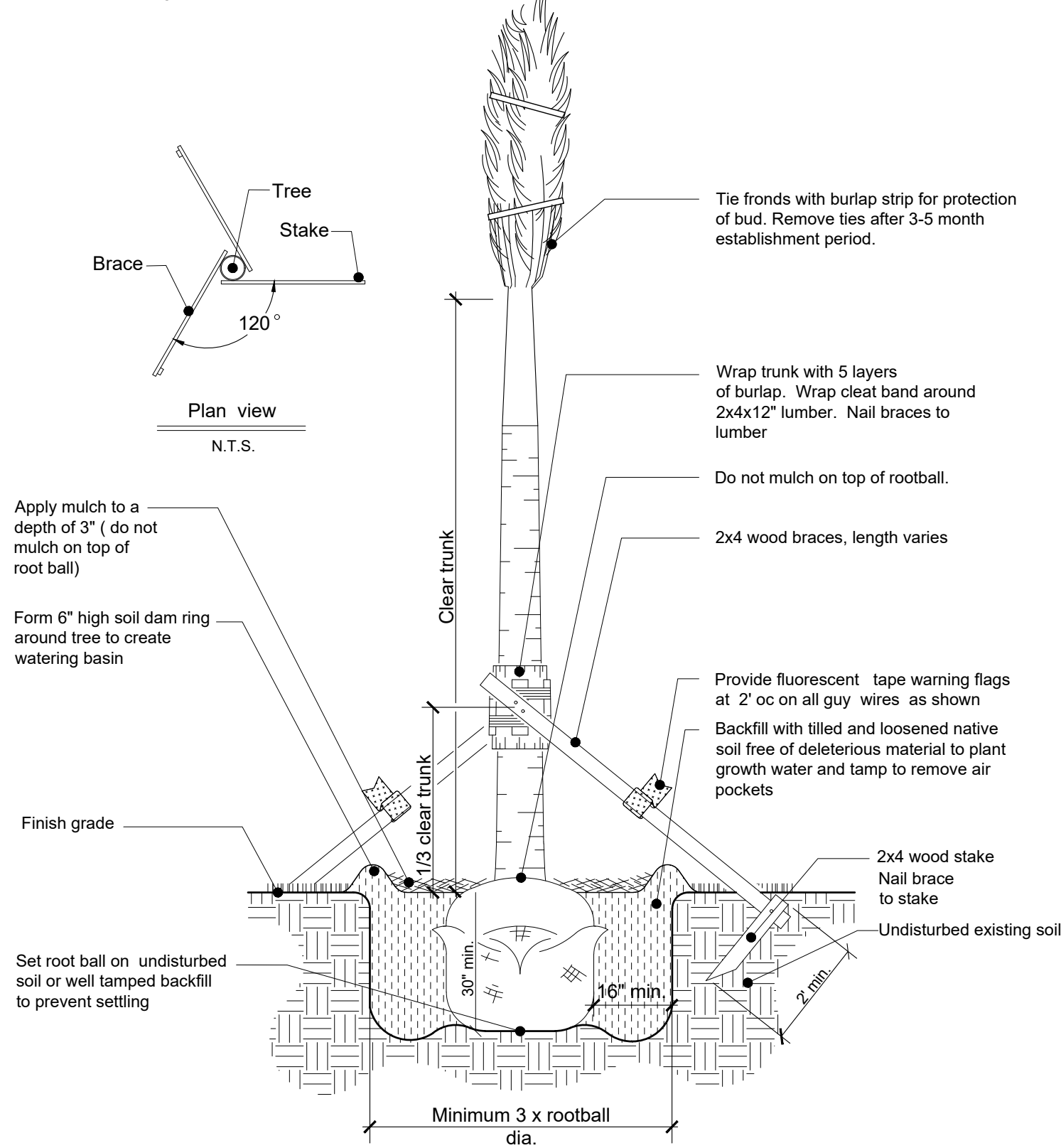
SCALE: N.T.S.



3 Tree Planting Detail

SCALE: N.T.S.

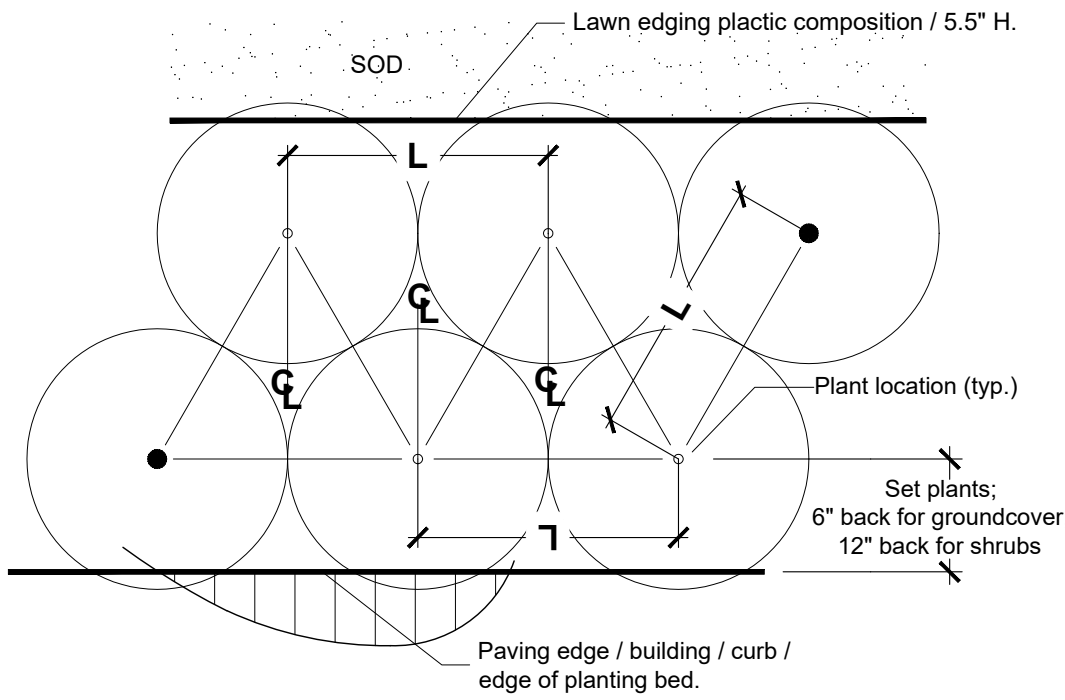
- Notes:
- Sabal palms to have hurricane cut. All other palms must have fronds tied with biodegradable strap or twine.
 - All Palms are to be planted with the rootball 1"-2" above finished grade
 - All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure sufficient drainage. Plant beds in areas compacted by heavy equipment shall be de - compacted so that drainage is not impeded.



4 Palm Planting Detail

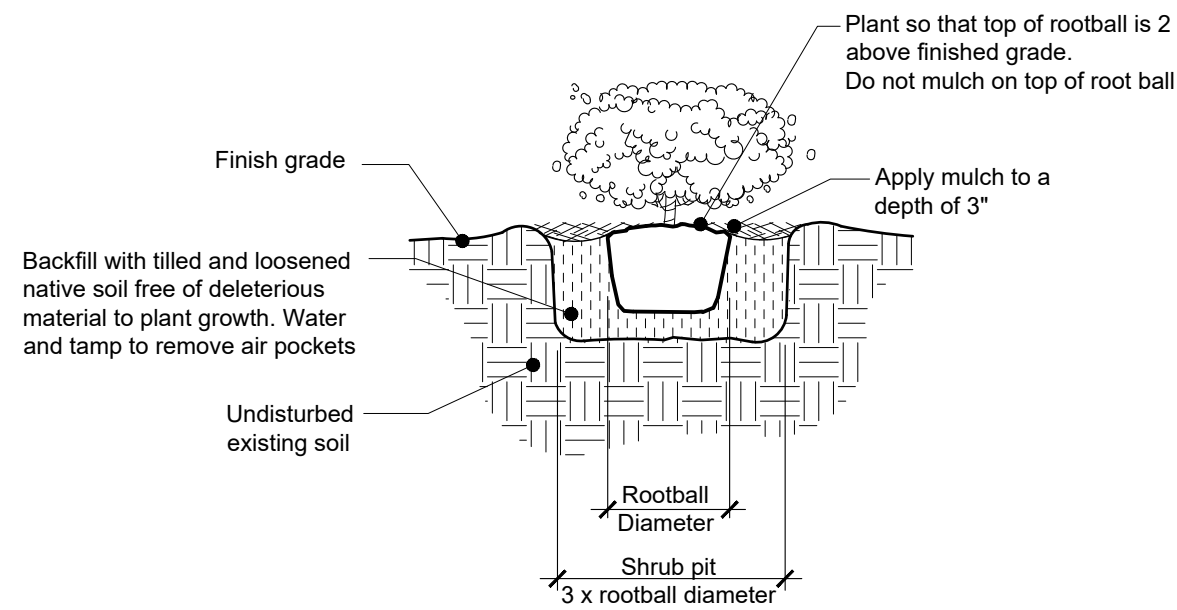
SCALE: N.T.S.

- Notes:
- Spacing diagram refers to all planting unless noted otherwise
 - L= Spacing as called for in planting plan and plant list



5 Shrubs Planting Detail

SCALE: N.T.S.



6 Shrubs Planting Detail

SCALE: N.T.S.

ONE YEAR - TREE MAINTENANCE PLAN

All newly planted trees to be guaranteed for a period of one year and in accordance with the following:

Planting Day:

- Keep roots moist; **do not** allow the roots to dry out.
- Remove turf from planting area.
- Dig planting hole wide and shallow. The hole should be 2-3 times wider in all directions than the root spread.
- Prune only dead or broken branches.
- Remove all twine or rope from trunk and branches.
- Remove planting container and burlap (any material that would constrict growth of roots; wire, plastic, wooden basket)
- Make sure that root flare is at soil level. (Rule of thumb first root closest to soil should be an inch below soil surface).
- Do not use amendments in the planting hole.
- Water tree at planting to remove air pockets. After backfilling gently firm soil, do not pack soil. Heavy packing will remove air space in -soil.
- Do not mound soil against trunk of tree.
- Mulch over entire rooting area with 2-4" of mulch (wood chips, shredded bark, etc.) Keep mulch 2-4" from trunk of tree since this could create a favorable environment for fungi.
- Fertilizer is not recommended for newly planted trees. (Consider time-released fertilizer, if there is a need to fertilize).

After Planting:

- Plants shall be watered in accordance with specification as provided on the irrigation plans.
- All lawn areas shall be mowed weekly during growing season and bi-weekly in non-growing season.
- Fertilizer shall be applied in the fall or early spring. Although it is not harmful to apply fertilizer at any time during the year.
- Inspect trees for disease or insect problems.
- Monitor health and vigor of trees.
- Pruning of all shrubs shall be done regularly to control shape and form. All pruning shall be done in accordance with the American National Standards Institute (ANSI) A-300 standards.

After One Year:

- Continue to monitor trees health and vigor. Inspect for disease and insect problems. Inspect evergreen trees for winter injury and fruit trees for rodent damage.
- Remove tree wrap from thin bark trees in spring.
- Remove stakes from trees planted previous year.
- All plants shall be mulched on a yearly basis or as needed to maintain healthy grown and reduce weed growth.
- Begin corrective pruning trees one year after trees are planted (general rule of thumb is to remove no more than $\frac{1}{4}$ of the foliage at one time). All pruning shall be done in accordance with the American National Standards Institute (ANSI) A-300 standards.
- Continue watering trees when needed.
- Replace dead trees as needed, If trees have died in first year notify nursery that planted trees. They should guarantee trees for at least one year.

ONE YEAR - TREE MAINTENANCE PLAN

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!



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DESIGN REVIEW BOARD PRESENTATION

FAO

XFAD_Logo\FAD_Logo.jpg

ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

PROJECT NO: 2107

CLIENT: CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

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CASA BAY HARBOR ISLANDS

1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION:
NEW SINGLE FAMILY HOME

FAO ARCHITECTURE LLC.
DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS,
INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY
FAO ARCHITECTURE LLC AND THE CONSULTANTS ARE
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SEAL:

FELIPE ALVARADO AR 91841

PHASE:
DRB PRESENTATION

ISSUE DATE:
JUNE 27, 2022

SHEET TITLE:
LANDSCAPE NOTES & DETAILS

SHEET:

L-202



NORTH ELEVATION

SCALE: 0 8 16 24 feet
1/8" = 1'-0"



EAST ELEVATION

SCALE: 0 8 16 24 feet
1/8" = 1'-0"



DERICK LANGE (LA6667045)

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DESIGN REVIEW BOARD PRESENTATION

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SEAL:

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PHASE:
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ISSUE DATE:
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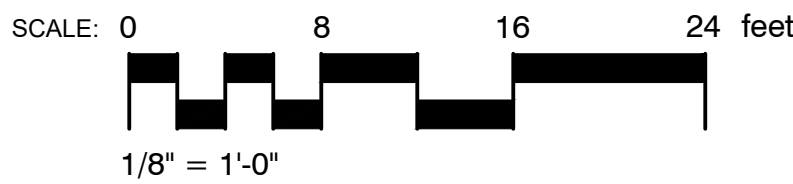
SHEET TITLE:
LANDSCAPE ELEVATIONS

SHEET:

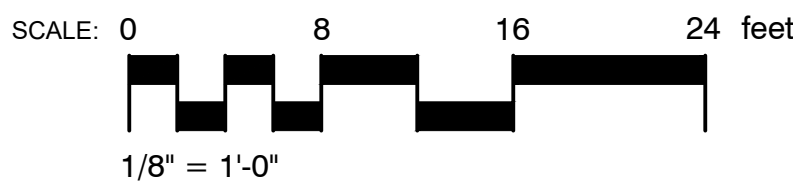
L-301



SOUTH ELEVATION



WEST ELEVATION



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DESIGN REVIEW BOARD PRESENTATION

99th STREET

99th STREET

NOTES:

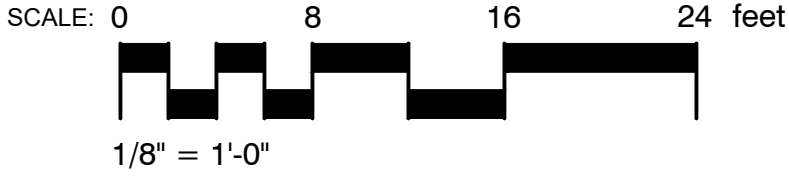
- THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- GUARD POSTS SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT.
- THE ASSEMBLY SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT.
- PIPING SHALL BE SCHEDULE 40 BRASS OR TYPE K COPPER PIPE WITH THREADED FITTINGS IN ACCORDANCE WITH WAC CONSTRUCTION SPECIFICATIONS FOR DRAINAGE WATER MAINS. PVC PIPING IS NOT ACCEPTED BY WAC.
- THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.
- SEE SPECIFICATIONS AND CONTACT DEPARTMENT FOR CURRENTLY APPROVED TYPES OF BACKFLOW PREVENTION ASSEMBLIES AND PRESSURE VACUUM BREAKERS (SEE WS 4.18 SHEET 4 OF 4)

80.00'(P)(M)

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	Toro 252-26 Globe	1"	Area for Dripline	18.80	27.5	38.31	51.54	1.07 in/h
2	Toro DZK-EZF-1-MF	1"	Area for Dripline	11.92	59.0	51.28	65.54	1.07 in/h
3	Toro 252-26 Globe	1"	Area for Dripline	10.74	79.0	40.01	54.8	0.77 in/h
4	Toro DZK-EZF-1-MF	1"	Area for Dripline	9.35	80.5	49.46	63.82	1.07 in/h
	Common Wire				76.2			

SECOND FLOOR IRRIGATION PLAN



GENERAL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON "PLANTING PLAN". CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING TORO SPRINKLERS, IN-LINE VALVES AND CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

IRRIGATION SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE UNDESIRABLE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH SITE CONDITIONS, AND SHALL REFER TO THE PLANS FOR ADDITIONAL INFORMATION.

TO ENSURE PROPER OPERATION, SOURCE SIZE, VALVE SIZES, ZONE CAPACITIES, AND SPRINKLER, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

CONTRACTOR IS TO PROVIDE AN AS-BUILT DRAWING OF THE IRRIGATION SYSTEM TO THE OWNER AND LANDSCAPE ARCHITECT.

PIPING PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, SECTION "F" OF THE FLORIDA BUILDING CODE, AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL REFER TO LOCATION OF EXISTING SLEEVES.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, FENCES, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC., TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND THE RESIDENCE.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND 1/2" INSERT ELBOWS.

EACH SPRINKLER SHALL BE EQUIPPED WITH THE APPROPRIATE PRECISION SPRAY NOZZLE AND SHALL HAVE THE X-FLOW FEATURE.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 12".

CONTROL SYSTEM CONTROL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 110 VAC ELECTRIC SOURCE IS REQUIRED.

CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG DIRECT BURIAL UF TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN SCH 40 PVC WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 18", (4) COLORED CODED TO FACILITATE TROUBLESHOOTING, AND (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE ROUTED FROM THE CONTROLLER IN ALL DIRECTIONS TO THE FARTHEST VALVES CONTROLLED.

AN INDIVIDUAL CONTROL WIRE SHALL BE ROUTED TO EACH VALVE AND VALVES WHICH OPERATE SIMULTANEOUSLY SHALL BE TIED TOGETHER AT THE CONTROLLER.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

THE RAIN SENSOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

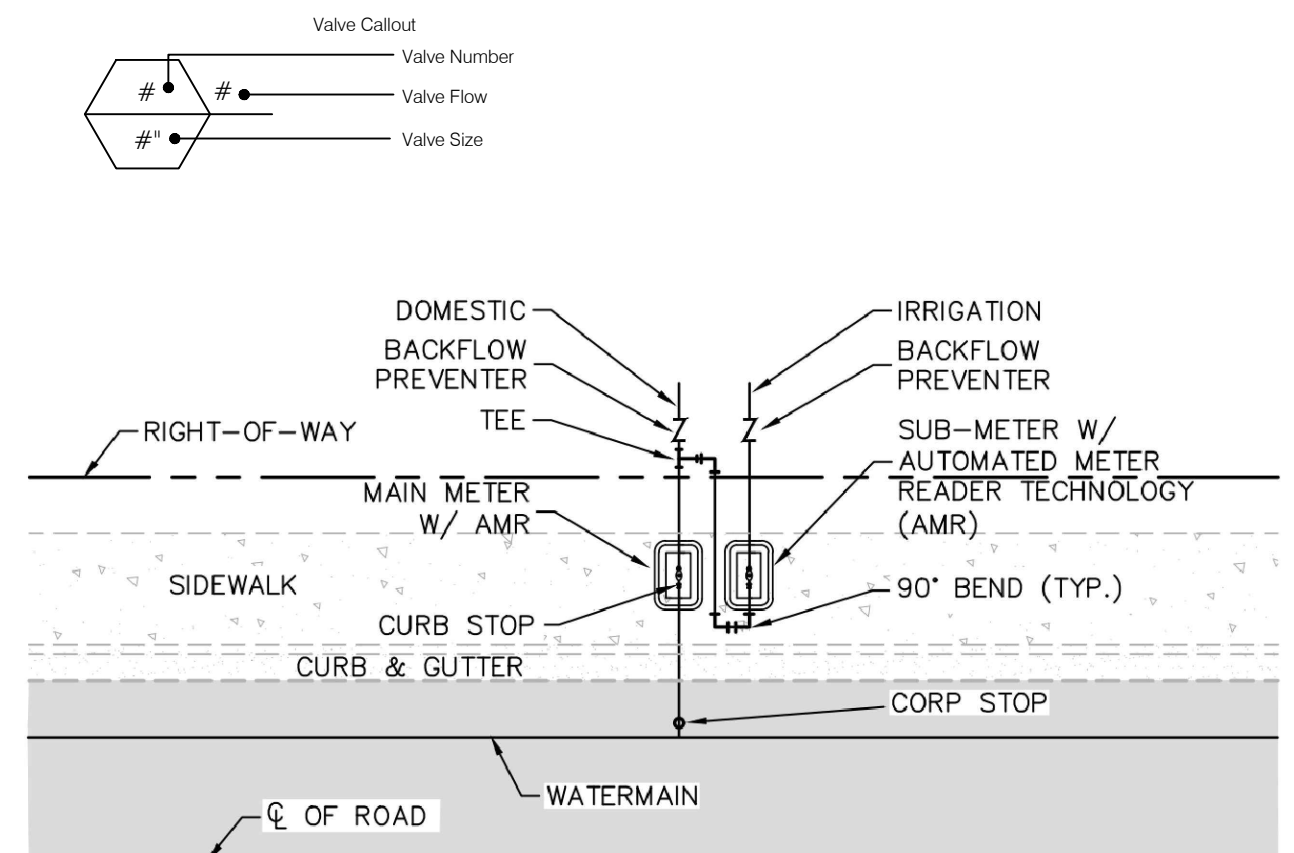
TIMING AND PRECIPITATION TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEK.

IRRIGATION NOTES

SCALE: NTS

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Toro 570Z-6LP-PC 5 Series Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	53	30
	Toro 570Z-6LP-PC 8" radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	11	30
	Toro 570Z-6LP-PC 10" radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	7	30
	Toro DZK-EZF-1-MF 1" Medium Flow Drip Control Valve Kit. With 1" EZ-Flo Plus Valve, Toro Y-Filter, and Medium-Flow Pressure Regulator and Fittings. 5gpm-20gpm.	2	
	Toro T-FCH-H-FIPT Flush Valve, plumbed to flush manifold at low point.	3	
	Toro T-YD-500-34 1/2" Air Vent- MIPT Air Release and Vacuum Relief Valve	3	
	Toro RGP-412 Sub-Surface Pressure Compensating Landscape Dripline with ROOTGUARD technology. 1.00 GPH emitters at 12" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern.	1,275 l.f.	
	Toro 252-26 Globe 1" Electric, 1", 1-1/2", and 2" In-Line Plastic Remote Control Valve. Includes Flow Control. Globe Body Configuration. Debris-Resistant Valve.	2	
	Febco 825Y 1" Reduced Pressure Backflow Preventer	1	
	Toro Controller EVO-040D-SC 4 Station Outdoor Controller. With Smart Connect so Controller can communicate wirelessly with a number of add-on devices. Ideal for residential and light-commercial applications.	1	
	Toro Rain Sensor TWRS Wireless Rain Sensor Transmitter and Receiver. Mount Sensor Transmitter as noted or approved, mount Sensor Receiver next to Irrigation Controller as noted or approved, use controller power or optional transformer. Adjustable rain shut-off point.	1	
	Water Meter 1"	1	
	Irrigation Lateral Line: PVC Schedule 40 1/2"	468.9 l.f.	
	Irrigation Lateral Line: PVC Schedule 40 3/4"	88.1 l.f.	
	Irrigation Lateral Line: PVC Schedule 40 1"	54.6 l.f.	
	Irrigation Mainline: PVC Schedule 40 1"	58.3 l.f.	
	Irrigation Mainline: PVC Schedule 40 1 1/4"	17.9 l.f.	
	Pipe Sleeve: PVC Class 200 SDR 21	24.3 l.f.	



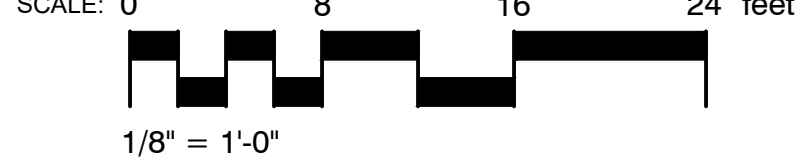
NOTES:

- MUST USE RECTANGULAR BOX TO ACCOMMODATE BOTH THE SUB-METER AND SHUT-OFF VALVE.
- MUST HAVE SHUT-OFF VALVE ON INLET SIDE BEFORE METER.
- MUST PLACE SUB-METER BOX WITHIN 5 FEET OF MAIN METER, EASILY ACCESSIBLE TO METER READER.
- MUST CALL METER SHOP AT 305-673-7681 WHEN INSTALLATION IS COMPLETED FOR FINAL INSPECTION IN ORDER TO OBTAIN SEWER CREDIT.
- SUB-METER CANNOT BE LARGER THAN THE DOMESTIC METER WATER SERVICE LINE.

SUB-METER INSTALLATION DETAIL

SCALE: N.T.S.

FIRST FLOOR IRRIGATION PLAN



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!



ARCHITECTURE

ARCHITECTURE INTERIOR DESIGN PLANNING

407 LINCOLN ROAD
SUITE 8-5
MIAMI BEACH, FLORIDA 33139
P: 786.448.5030

PROJECT NO: 2107

CLIENT: CDO DEVELOPMENT I, LLC

1135 KANE CONCOURSE, 5TH FLOOR
BAY HARBOR ISLANDS, FLORIDA 33154

REVISIONS:

CFS ENGINEERING GROUP, INC.
STRUCTURAL ENGINEER
185 NW 108TH STREET
MIAMI SHORES, FLORIDA 33168

ARPE ENGINEERING, LLC
MEP ENGINEERING
2020 PONCE DE LEON BLVD.
SUITE 1002
CORAL GABLES, FLORIDA 33134

TERRA CIVIL ENGINEERING, LLC
CIVIL ENGINEERING
4011 WEST FLAGLER ST.,
SUITE 404
MIAMI, FLORIDA 33134

ALL LANDSCAPE DATA, INC.
LANDSCAPE ARCHITECT
9737 NW 41ST STREET SUITE 919
MIAMI, FLORIDA 33178

CASA BAY HARBOR ISLANDS
1270 99TH STREET
BAY HARBOR ISLANDS, FLORIDA 33154

PROJECT DESCRIPTION: NEW SINGLE FAMILY HOME

FAO ARCHITECTURE LLC

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY FAO ARCHITECTURE LLC AND THE CONSULTANTS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT AND THE CONSULTANTS SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS.

SHEET: FELIPE ALVARADO AR 91841

PHASE: DRB PRESENTATION

ISSUE DATE: JUNE 27, 2022

SHEET TITLE: IRRIGATION PLAN

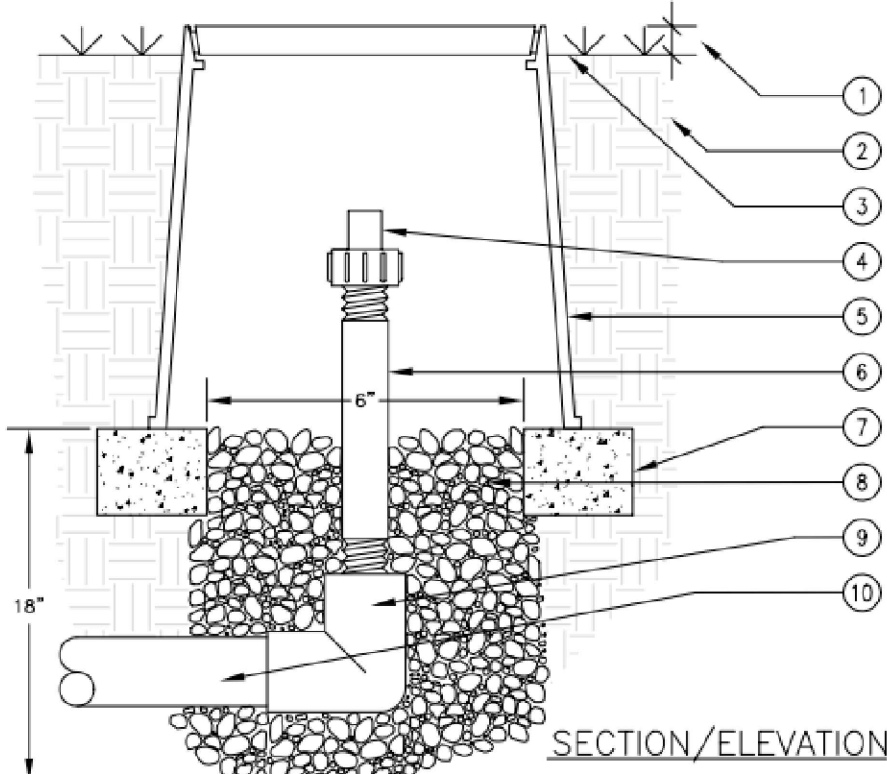
SHEET: L-400

DESIGN REVIEW BOARD PRESENTATION

DERICK LANGE (LA6667045)



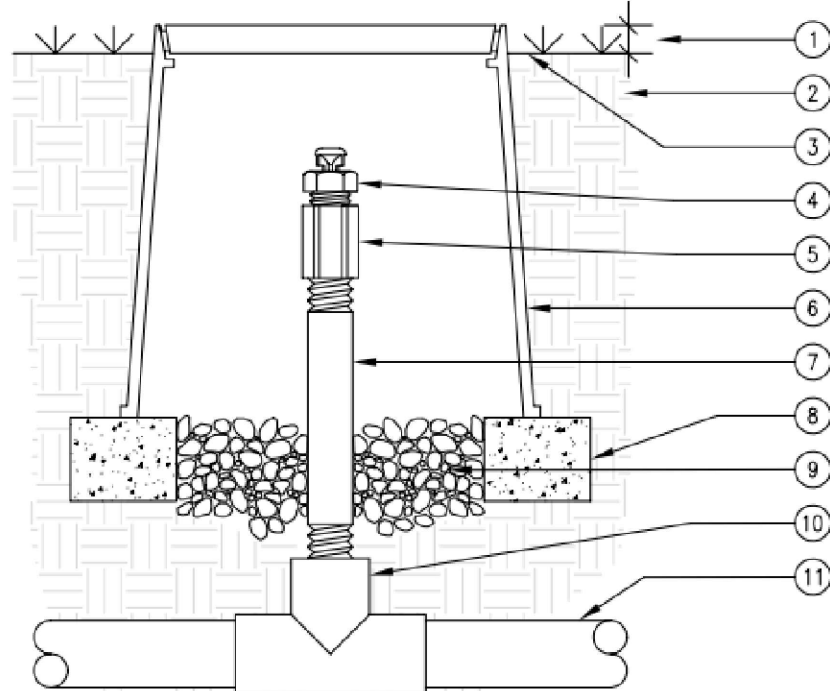
ALL LANDSCAPE DATA, INC.
Landscape (Architecture +
Plant Information)
(305) 303 - 7059
www.alllandscapeata.net
www.alllandscapeata.com



- 1." ABOVE FINISH GRADE.
2. NATIVE SOIL PER SPECIFICATIONS.
3. FINISH GRADE.
4. TORO FLUSH VALVE (T-FCH-HRPT).
5. 6" ROUND PLASTIC VALVE BOX- HEAT BRAND "AIR" ON LID IN 1" HIGH CHARACTERS.
6. 3/4" SCH 80 PVC NIPPLE (LENGTH AS REQUIRED).
7. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
8. PEA GRAVEL SLUMP (6" DEEP).
9. PVC ELBOW (6x1) WITH 3/4" THREADED OUTLET.
10. PVC PIPING.

4 AUTOMATIC FLUSH VALVE

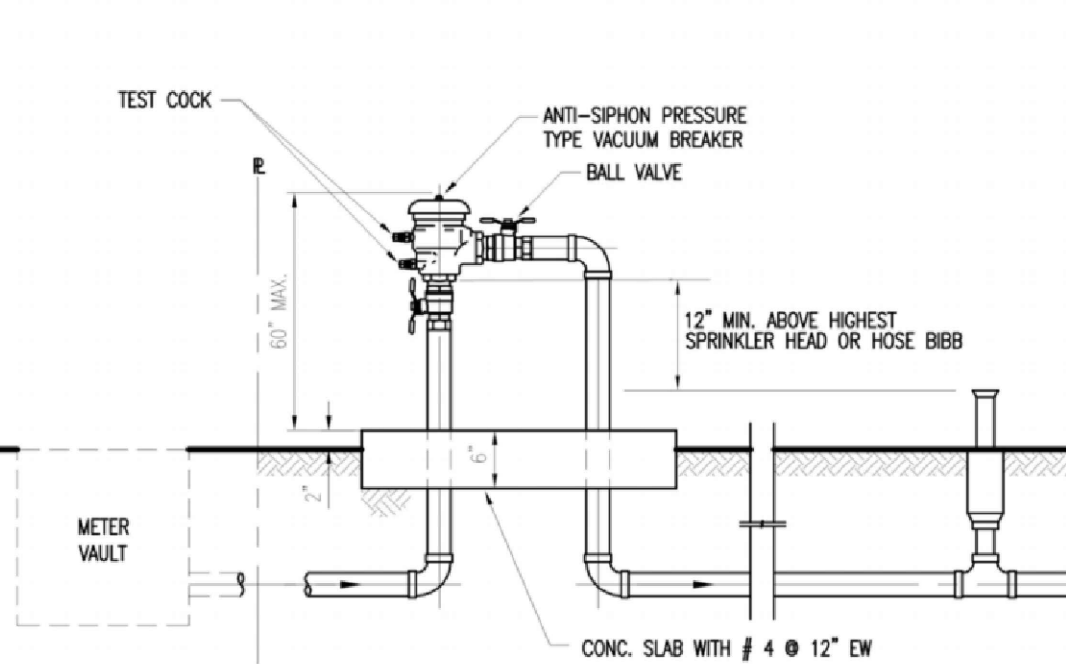
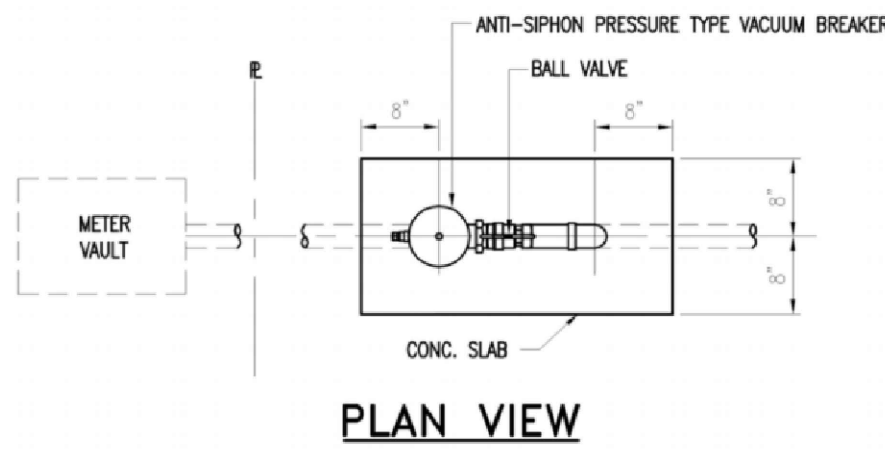
N.T.S.



- 1." ABOVE FINISH GRADE.
2. NATIVE SOIL PER SPECIFICATIONS.
3. FINISH GRADE.
4. TORO AIR/VACUUM RELIEF VALVE (T-RV-500-34).
5. 1/2" PVC COUPLING (TW).
6. 6" ROUND PLASTIC VALVE BOX- HEAT BRAND "AIR" ON LID IN 1" HIGH CHARACTERS.
7. 1/2" SCH 80 PVC NIPPLE (LENGTH AS REQUIRED).
8. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
9. PEA GRAVEL SLUMP (6" DEEP).
10. PVC TEE (6x6x1) WITH 1/2" THREADED OUTLET.
11. PVC PIPING.

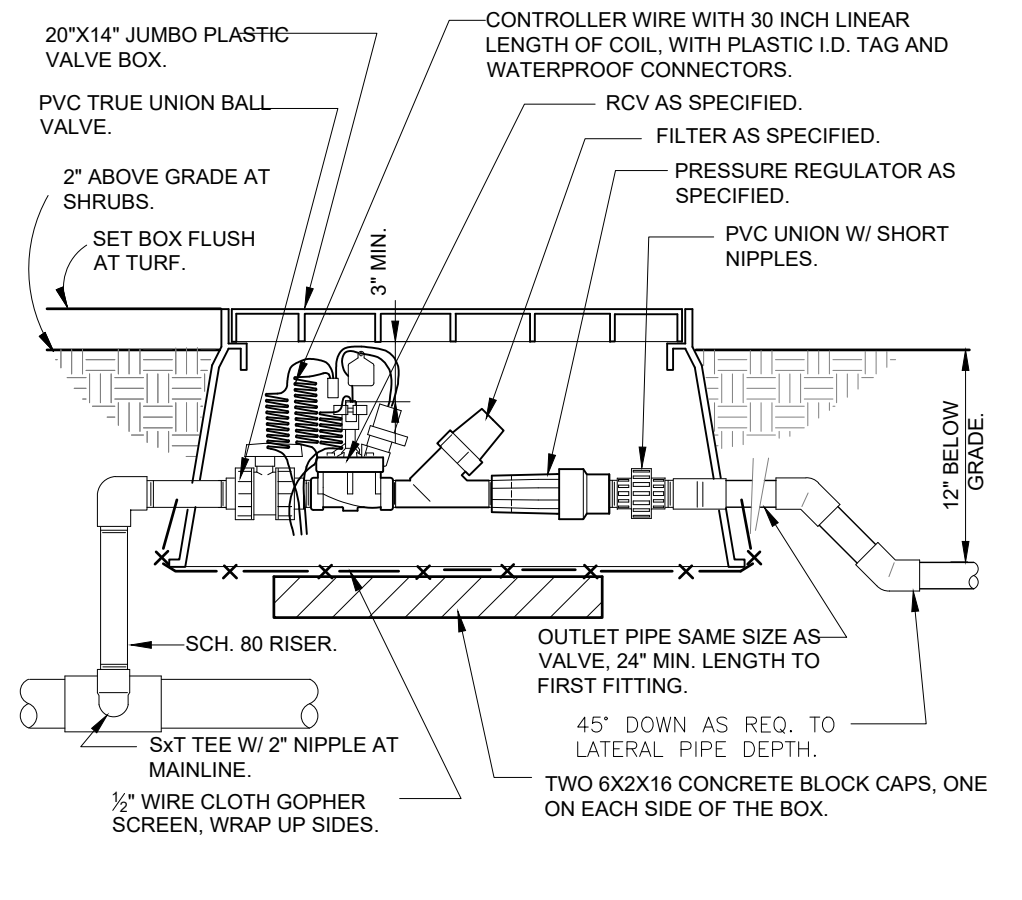
7 1/2" AIR/VACUUM RELIEF VALVE

N.T.S.



12 VACUUM BREAKER

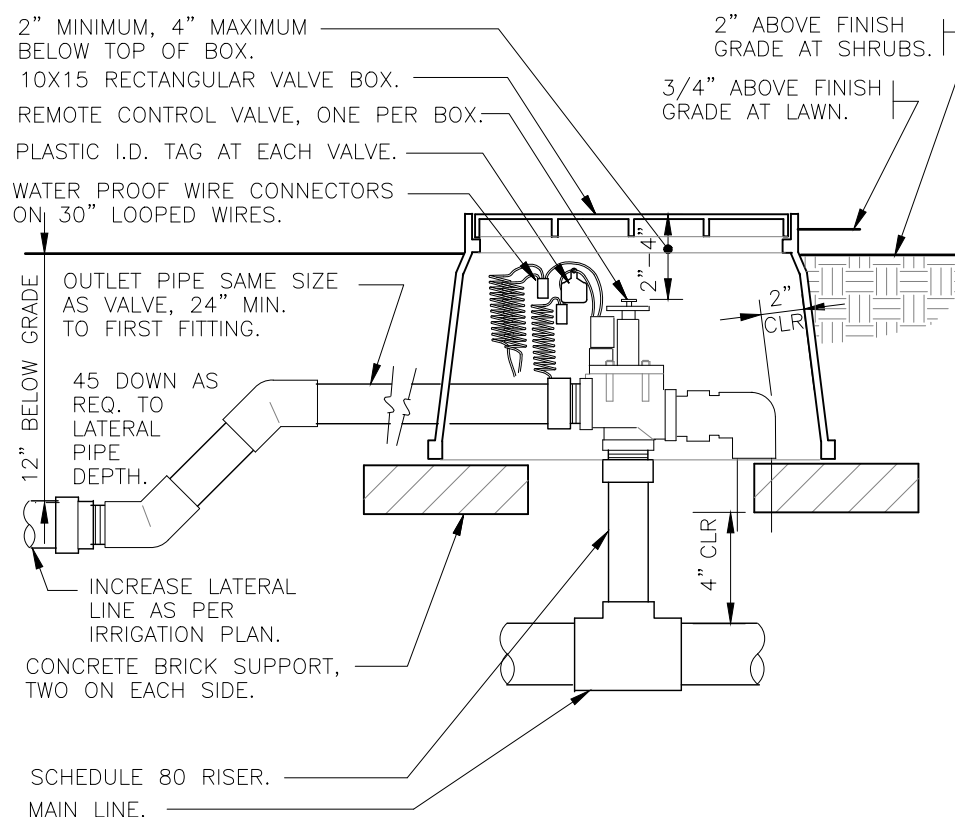
N.T.S.



3 1" DRIP VALVE/FILTER/REGULATOR

1 1/2" = 1'-0"

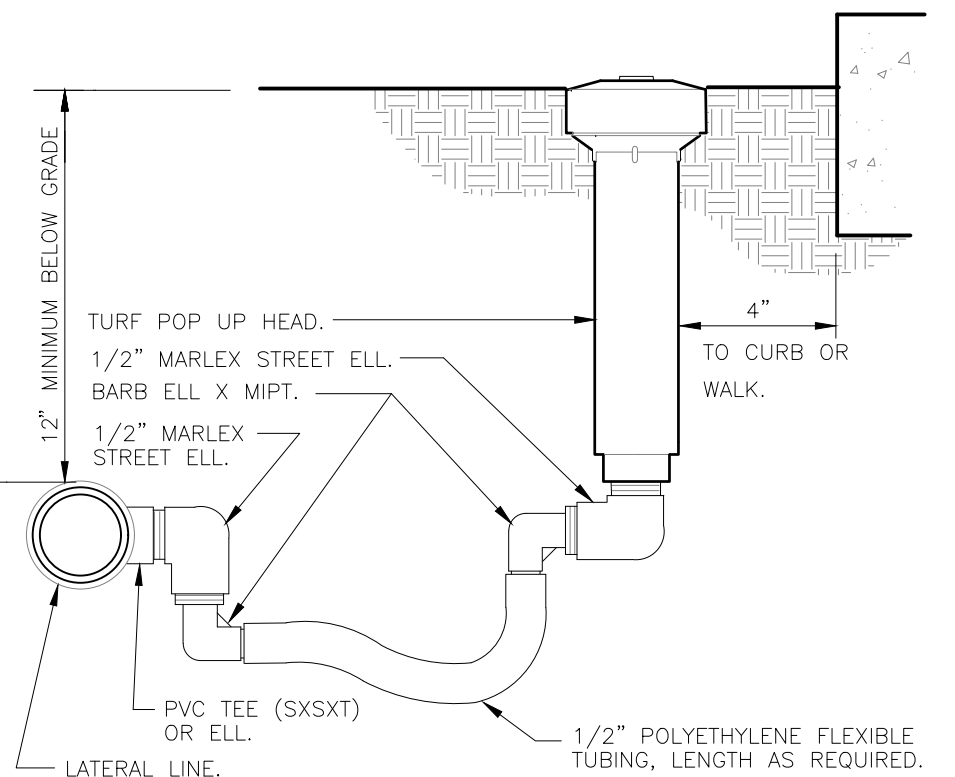
328413.76-23



2 ELECTRIC REMOTE CONTROL VALVE

1 1/2" = 1'-0"

328406.13-02



5 TURF SPRAY FLEX ASSEMBLY

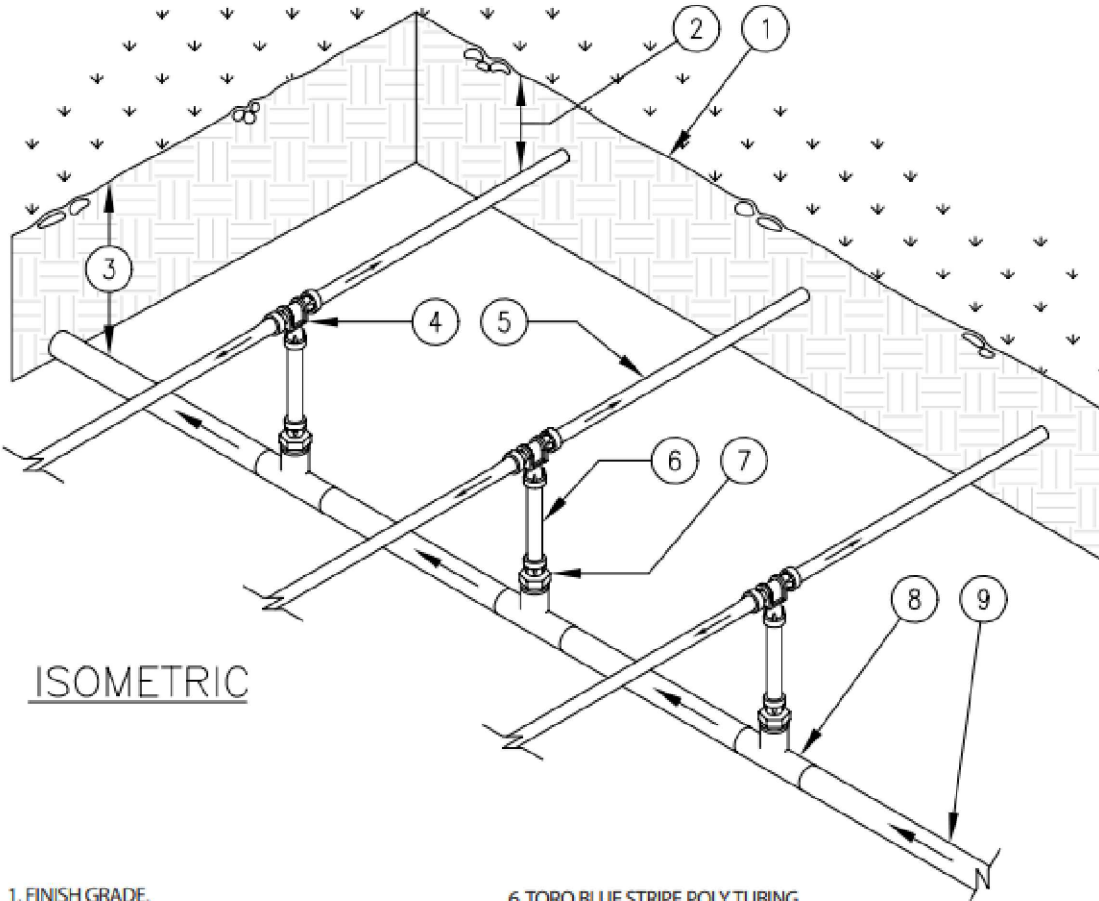
3" = 1'-0"

328403.13-02

6 WALL MOUNT CONTROLLER

1" = 1'-0"

328409.13-01

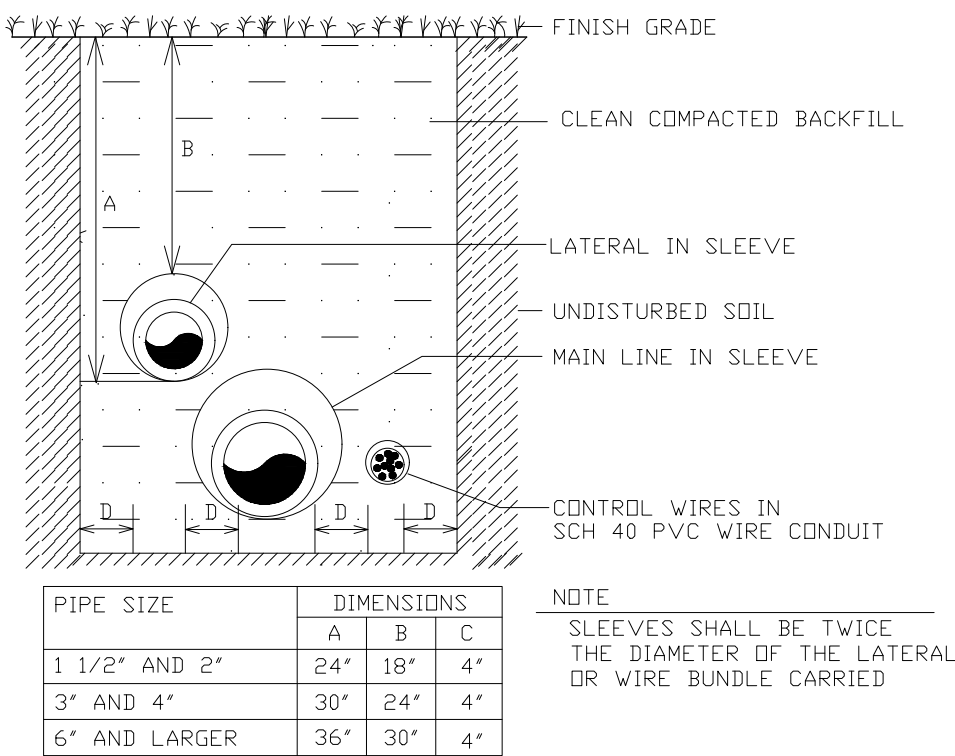


1. FINISH GRADE.
2. DEPTH OF TUBING PER SPECIFICATIONS.
3. DEPTH OF PVC SUPPLY MANIFOLD PER SPECIFICATIONS.
4. TORO LOC-EZE TEE (T-FTT16).
5. DRIPLINE LATERAL.
6. TORO BLUE STRIPE POLY TUBING (T-BHD1645-XXXX) LENGTH AS NECESSARY.
7. TORO LOC-EZE X 1/2" MTP ADAPTER (T-FAM16).
8. PVC TEE (6x6x3).
9. PVC SUPPLY MANIFOLD FROM DRIP ZONE KIT.

11 CENTER-FEED SUPPLY-MANIFOLD

N.T.S.

DETAIL-FILE



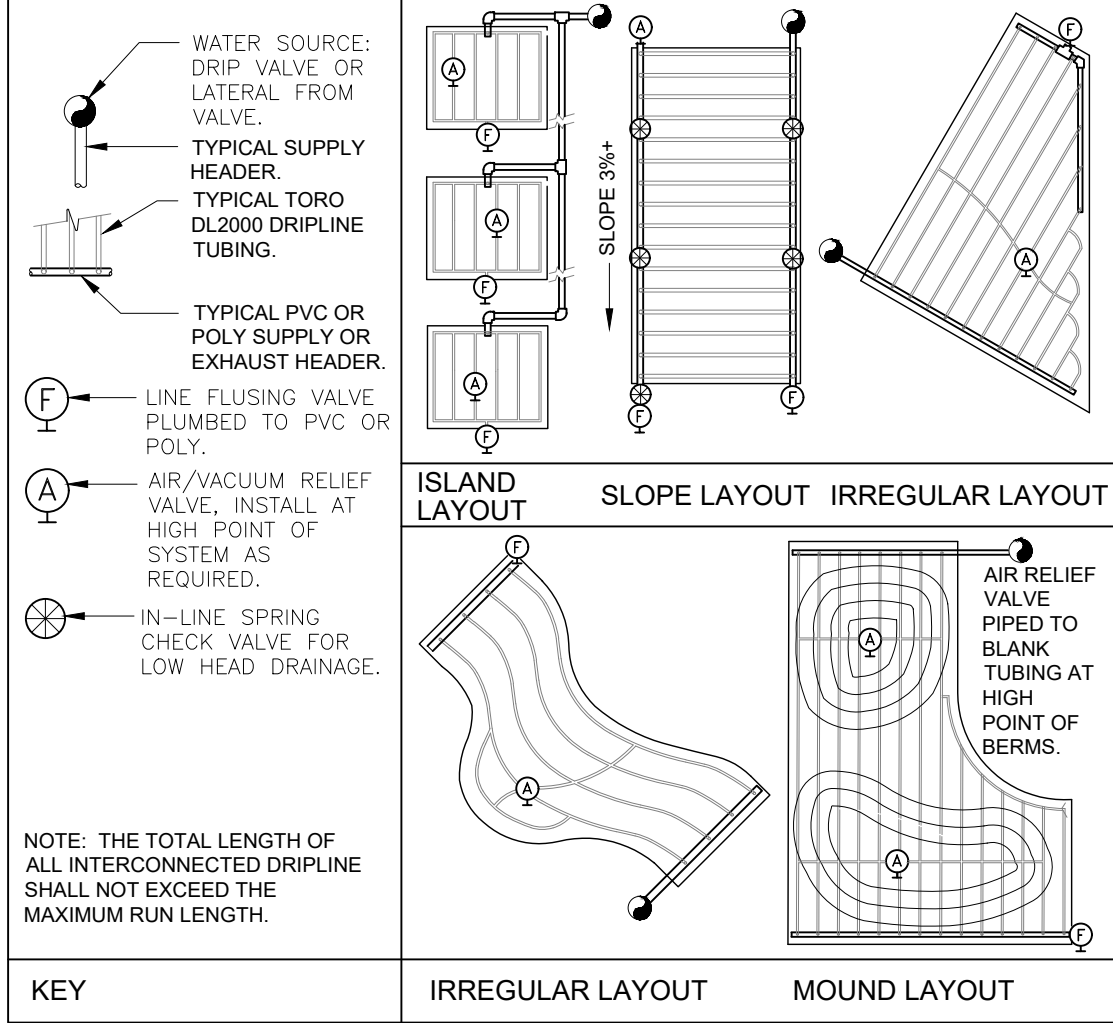
TRENCHING DETAILS / VEHICULAR TRAFFIC AREAS

NTS

10

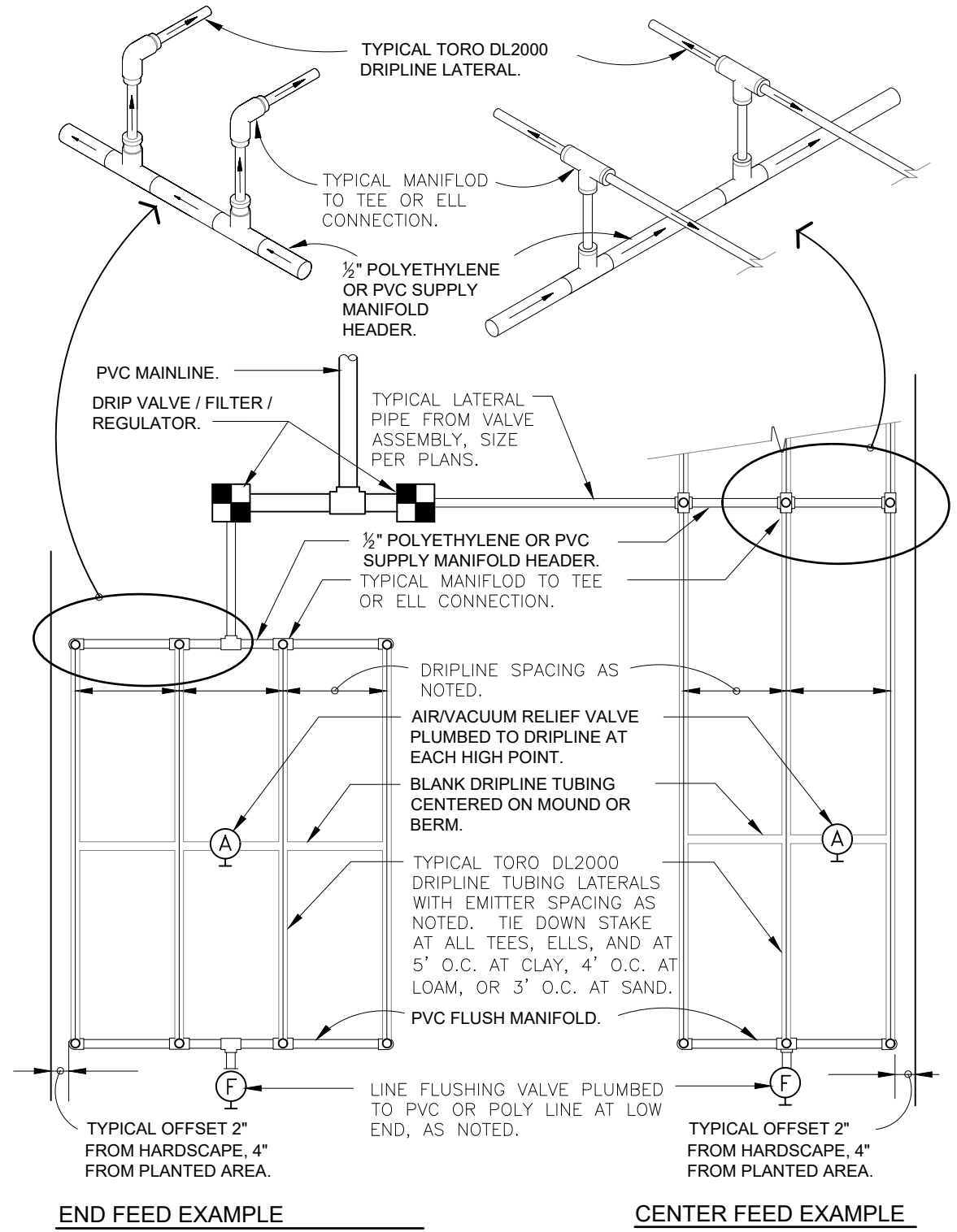
MAXIMUM RECOMMENDED LENGTH OF RUN AT 0% SLOPE							
DRIPLINE TYPE	FLOW RATE	EMITTER SPACING	15 PSI	25 PSI	30 PSI	40 PSI	
RPG212	0.53 GPH	12"	250'	360'	400'	460'	
RPG218	0.53 GPH	18"	350'	515'	565'	650'	
RPG412	1.0 GPH	12"	160'	240'	260'	300'	
RPG418	1.0 GPH	18"	240'	340'	375'	430'	

FLOW RATE PER 100 LINEAR FEET @ 20 PSI				
DRIPLINE TYPE	FLOW RATE	EMITTER SPACING	ACTUAL FLOW / 100 FT. GPM	
RPG212	0.53 GPH	12"	53.00	0.88
RPG218	0.53 GPH	18"	35.33	0.59
RPG412	1.0 GPH	12"	102.00	1.70
RPG418	1.0 GPH	18"	67.99	1.13



IRREGULAR LAYOUT

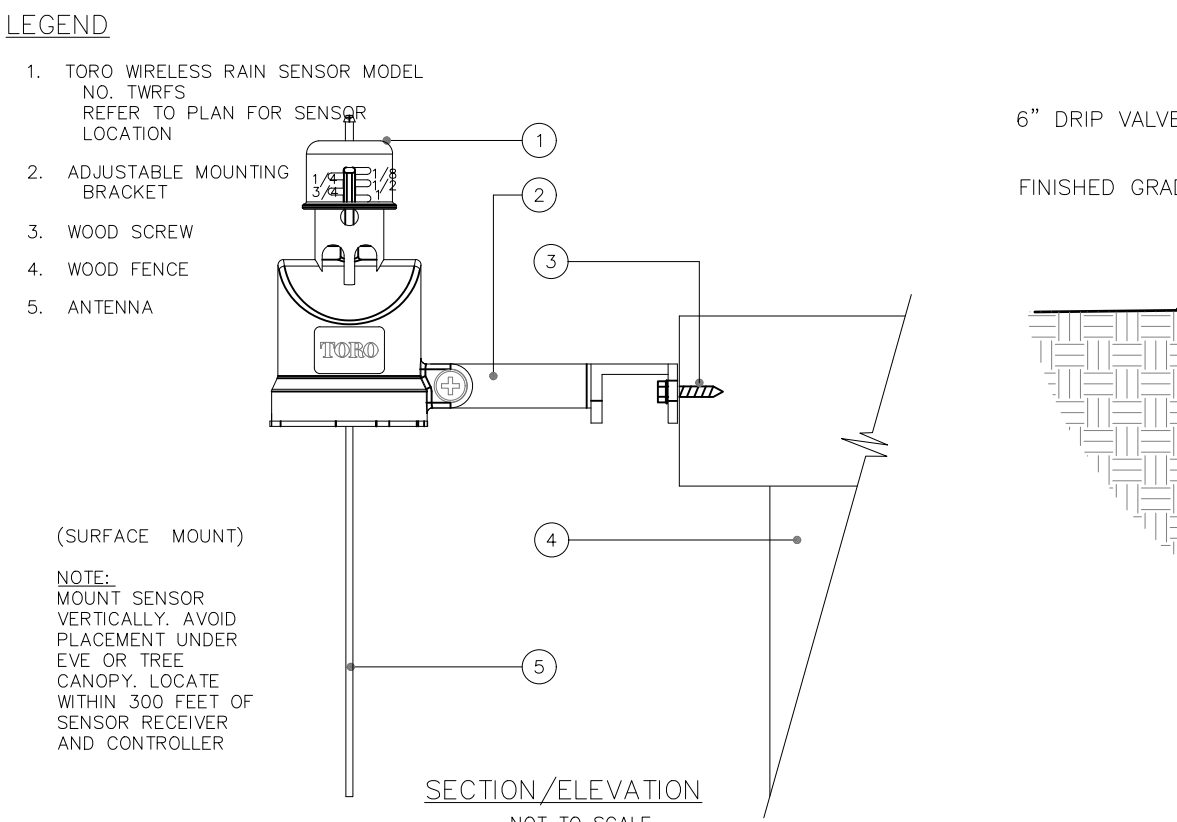
MOUND LAYOUT



1 TORO DL2000 DRIPLINE

3" = 1'-0"

328413.56-49



1. TORO WIRELESS RAIN SENSOR MODEL NO. TWRS REFER TO PLAN FOR SENSOR LOCATION
2. ADJUSTABLE MOUNTING BRACKET
3. WOOD SCREW
4. WOOD FENCE
5. ANTENNA

NOTE: INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
DO NOT SCALE DRAWINGS
CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 065-2556.

8 TORO - TWRS WIRELESS RAIN SENSOR

N.T.S.

DETAIL-FILE

9 NETAFIM TECHLINE FLUSH VALVE

3" = 1'-0"

328413.49-33

10 TRENCHING DETAILS / VEHICULAR TRAFFIC AREAS

NTS

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 7.

ITEM: Discussion for the purpose of hearing public comments with respect to an application for variances from Sections 23-12(6)(a)(iii), 23-12(6)(v), 23-12(8), and 23-12(6)(a)(x) of the Town Code to construct a boat dock facility at 1135 103rd Street, Tract F, Bay Harbor Islands, by property owner BH Investment, LLC. Enclosed is a copy of the Town Planner's Staff Report, the variance application, and other supporting documents.

DESCRIPTION:

The applicant was originally seeking to install a multiple vessel docking facility that could accommodate up to fifteen (15) larger boats (35' - 50' length) although smaller boats could easily be docked at the facility. The Original 12/20/21 plans showed three (3) wider (6 feet width) dock extensions from the seawall out into the water connecting to narrower east / west cross docks (4 feet width), some of which extend out further into the water. A total of twenty-one (21) mooring piles were shown seaward of the docks. Accessory stairs at the ends of some docks and numerous mooring cleats are also proposed. A set of preliminary plans (include preliminary DERM stamp of approval) was included in the submittal package showing the proposed docks/boats locations. Despite the above Town Code criteria, the Code allows for docks/boat lifts/piles/etc. to project out further than the stated limitations, if the Miami-Dade Department of Environmental Resource Management (DERM) requires alterations to the above limitations, based on underwater conditions, such as depth of the bay/canal bottom, existing seagrasses, etc. Although DERM preliminarily approved their initial request, the Code states the Town may approve the "minimum variance necessary" to address the unique characteristics of the site.

On February 3, 2023 the Town received an updated Variance Application package from the applicant, including a letter explaining the proposed design changes and DERM re-review results. Based on those efforts, the proposed docking facilities have been re-designed and preliminarily approved by DERM. A new updated project review letter from DERM was issued on November 10, 2022 (see attached).

Following is a brief summary of the revised variance changes:

1. The originally requested four (4) central boat slips for larger boats (50+) that extended the furthest out into the water was removed entirely. The revised dock design now shows one 6' wide linear dock running parallel to the seawall that extends 16' (was 30') from the seawall cap (10' separation from seawall cap to inside edge of linear dock (was 24')).
2. Nine (9) finger piers (3' in width) are now proposed extending from the parallel linear dock seaward a maximum of 20' (one pier at 15' / 8 piers at 20'). The previous design had 8 piers.
3. The number of docking slips was returned to 15 as shown in the original design (14 slips on last September 2022 design).
4. The quantity of mooring piles (15 outside/ 7 near docks = 22 total) that previously extended up to 89.5' from the seawall cap have been reduced to a maximum of 52' extension.
5. The dock setback from the extended western side lot line was adjusted to 35.5' (was 30' on September 2022 redesign). The Code minimum is a 10' setback.
6. Due to the min. 4' water depth required and updated DERM analysis, the orientation of the boats to be docked was revised to allow "stem first" docking meaning the front of the boats will face the bay. Boaters could also dock "bow first", which would allow the deeper portions of the hulls/outdrive motors propellers to be seaward to minimize damage to the seagrasses. Based on the updated October 2022 DERM analysis a min. 4' water depth is achieved at 16'-1" from the seawall cap. The outer edge of the revised parallel linear dock is shown at 16' from the seaward

seawall cap edge.

The applicant states the dock facilities will be reserved solely for ONDA's residents and not open to the public. This is important to note by the Town, due to the location and should be a condition of approval. Also, no other types of docks (floating / jetskis / personal watercraft / etc.) should be allowed.

Town Planners Conclusion and Recommendation:

Based on the above analysis, MMPA recommends that the Town Council APPROVE the requested revised variances as is, or with revisions deemed appropriate. MMPA suggests the variance be subject to the conditions listed below.

1. This variance approval is based on the revised design plans submitted with the revised application dated January 20th, 2023, prepared by Ocean Consulting, LLC/Dynamic Engineering Solutions, Inc. which have been reviewed/preliminarily approved by Miami-Dade DERM, subject to any changes required by the Town Council, which shall take precedence.
2. The main parallel linear dock shall not extend more than 16 feet from the outer face of the seawall cap. No extended finger dock (8 in total) shall extend more than 36 feet into Biscayne Bay from the face of the outer face of the seawall cap.
3. No vessel mooring piles may extend more than 52 feet into Biscayne Bay from the outer face of the seawall cap.
4. No vessels shall be allowed to dock within 16 feet of the seawall cap to help protect the environmental features (seagrasses / other) noted by Miami-Dade DERM in this area. Further, no boats shall be allowed within the enclosed portion of the dock system.
5. The maximum length of any vessel docked / moored at the ONDA 15-slip docking facilities shall not exceed 35 feet in length.
6. Compliance with the conditions listed in the updated Miami-Dade DERM letter dated Nov. 10, 2022, or as revised based on the revised design and more detailed permit review.
7. Only residents of the ONDA multifamily project are permitted to dock at the facility. No dock shall be leased out to 3rd parties. No commercial fishing vessels, no commercial food service or alcoholic beverage vessels, no boats used for fueling, and no boat rental use is allowed or may dock at the facility. No live-aboard boat use shall occur. No overnight stays aboard any vessel shall occur.
8. No floating docks or boat / jet ski lifts, and no jet ski or personal watercraft use shall be permitted to operate from the docks nor mooring of such vessels at any of the docks, without both prior Miami-Dade and Town approvals/ permits.
9. The ONDA development owners and all vessel owners moored at the docking facilities shall be jointly responsible for maintaining the docking facilities and waters surrounding the docking facilities at all times. The docking facilities and surrounding waters shall be kept in a safe, clean, and orderly manner free from debris at all times.
10. No dumping of refuse or solid waste, the dumping of wastewater, or other pollutants shall be permitted into the water or left on the docks, nor shall any noise in excess of that permitted by the Town Code (Chapter 12- Nuisances) be generated.
11. All required safety ladders shall be installed as shown, as well as additional supplemental ladders as agreed to by the Town Manager, or their designee, at other locations spaced around the entire docking facilities, as a safety measure for swimmers and those that may accidentally falling into the water.
12. The ONDA development owners and all vessel owners all comply with all regulations of the Town governing marine facilities and nuisances. The Town reserves the right, as the owner of the waterways (Town Charter/ SB 865) and local police jurisdiction, to institute Code Enforcement and legal/ police actions to enforce the laws of the Town, to maintain order, peace and tranquility, and to address nuisance to the Town in general and neighboring sites.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:**BUDGET IMPACT:**

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI ONDA Dock Var Rev TC Staff Report Feb 16 2023
2.	BHI ONDA Dock Var Updated DERM Ltr Nov 10 2022
3.	LETTER OF INTENT
4.	APPLICATION
5.	PRESENTATION
6.	PLANS
7.	SURVEY

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Yvonne P. Hamilton, CMC - Town Clerk
Joseph S. Geller, Esq. - Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 16th, 2023

Subject: Zoning Variance Application – Revised Per 8/15/22 Town Council Meeting
BH Investment, LLC / ONDA Multifamily Residential Development (41 DU)
1135 103rd Street / Tract F (PB 46 / PG 5 / MDCR)
Boat Dock & Mooring Piles Projections into Biscayne Bay
Application Review Comments - Update
MMPA Project No.: 01-0702-0501- 1124

ISSUE

On May 7th, 2019 the Town's Planning & Zoning Board (now Design Review Board) approved a Site Development Plan for a 41 Dwelling Unit (DU) multifamily residential development referred to as the "ONDA" located at the northeastern tip of the Eastern Island on Tract "F" via Resolution No. 2174. The ONDA project has been issued building permits and is now under construction. The redevelopment plans depicted conceptual new boat dock facilities within the adjoining Biscayne Bay waterway north of the site. Over time some of the waterways surrounding the Town's islands have silted-in near the seawalls, including adjacent to this site. The Town owns all of the waterways surrounding the community via the Town's Charter issued in 1953 (SB 865). However, Sec 253.141 of the Florida Statutes grants certain riparian rights to landowners bordering upon navigable waters of the State. For many years, the Town has had a series of regulations governing seawalls, boat docks, boat lifts, pilings, and boat size limitations in its Zoning and Planning Code. The ONDA owner / applicant is now seeking to construct boat docking facilities for the project. In July 2021 a building permit application was made to the Town for the docking facilities, but denied for Code noncompliance, as some features of the docking facilities failed to meet some minimum Town Code requirements. Conversations occurred between the applicant's representatives (attorney / marine contractor) about the dock design, Town Code requirements, and Miami-Dade / other regulatory agency environmental issues. Based on those initial conversations dock design revisions were made, which were preliminarily reviewed / approved by M-D DERM / others.

**Town of Bay Harbor Islands
Town Council Staff Report – Update for Revised Submission
Zoning Variance Request – Dock Facilities – Revised Per 8/15/22 Town Council Meeting
ONDA Multifamily Residential Development (41 DU)
1135 103rd Street
February 16th, 2023
Page 2**

On December 20th, 2021, the Town received a variance application requesting several variances from the Town Zoning Code in order to construct a series of docks that project out further into Biscayne Bay than the Town Code would normally allow, due mostly to environmental reasons analyzed by Miami-Dade DERM. The waters adjoining this site (and most of the Town) are quite shallow due to high tidal fluctuations from Haulover Inlet and the connected Intracoastal Waterway / Biscayne Bay resulting in underwater silting-in over the years. In addition, due to the shallow water depths around the Town's islands, abundant seagrasses / other aquatic plants / living creatures have grown / occupied the areas. While the Town owns the waterways around the islands, Miami-Dade / other environmental regulatory agencies have review / permitting jurisdiction (Miami-Dade DERM Class 1 Permit required). As part of this docking facility design Miami-Dade DERM staff initially inspected the site in August 2019 and again on October 12th, 2022 as a follow-up to the Town Council's public meetings and subsequent design revisions proposed by the applicant to hopefully address the concerns expressed, including underwater reviews, to determine the water depth and environmental features. Concerns were raised by Miami-Dade DERM about the existing shallow water depth and environmental conditions observed near the site's seawall, which was recently rebuilt and raised in anticipation of redevelopment. Docking facilities and boats, particularly larger boats with deeper hull drafts, can potentially damage the shallow underwater lands near the seawall (hulls / propellers). During the initial project review the applicant's design team worked with Miami-Dade DERM / Town staff to try to revise the original design plans to meet as many of the Town's Code requirements as reasonably possible, but also comply with Miami-Dade DERM environmental issues. The Town Code provisions limit docks from extending into adjoining waterways more than 25 feet from a seawall cap face in this area (original 12/20/21 variance application requested some portions extending up to 73.5'). Also, the Town Code provisions limit mooring pilings from extending into adjoining waterways more than 40 feet from a seawall cap in this area (original 12/20/21 application requested some piles up to 89.5'). Finally, the Town Code limits the width of docks extending more than 8 feet from the seawall to no more than 4 feet in width (original 12/20/21 application requested some sections up to 6 feet in width). The Town Code does not allow any obstructions on the narrow docks such as storage bins / benches / etc. The applicant is proposing to install eight (8) electrical outlets and three (3) FD fire hose cabinets – the Town Code is silent as these types of facilities; however, we are aware that some docking facilities in the Town have electrical services for boats.

The applicant was originally seeking to install a multiple vessel docking facility that could accommodate up to fifteen (15) larger boats (35' - 50' length) although smaller boats could easily be docked at the facility too. The Original 12/20/21 plans showed three (3) wider (6 feet width) dock extensions from the seawall out into the water connecting to narrower east / west cross docks (4 feet width), some of which extend out further into the water. A total of twenty-one (21) mooring piles were shown seaward of the docks. Accessory stairs at the ends of some docks and numerous mooring cleats are also proposed. A set of preliminary plans (include preliminary DERM stamp of approval) was included in the submittal package showing the proposed docks / boats locations. Despite the above Town Code criteria, the Code allows for docks / boat lifts / piles / etc. to project out further than the stated limitations if the Miami-Dade Department of Environmental Resource Management (DERM) requires alterations to the above limitations, based on underwater conditions, such as depth of the bay / canal bottom, existing seagrasses, etc. Although DERM preliminarily approved their initial request, the Code states that the Town may approve the "minimum variance necessary" to address the unique characteristics of the site.

**Town of Bay Harbor Islands
Town Council Staff Report – Update for Revised Submission
Zoning Variance Request – Dock Facilities – Revised Per 8/15/22 Town Council Meeting
ONDA Multifamily Residential Development (41 DU)
1135 103rd Street
February 16th, 2023
Page 3**

MMPA notes that within the waterways surrounding the islands other variances have been granted over the years by the Town for similar reasons (Riva 2013 / Monarch Hotel 2017 / several single-family homes). A review of the original 12/20/21 design plans by MMPA revealed that all other Town Code requirements were being met (setbacks / etc.).

The original variance application was advertised and appeared on several Town Council agendas for consideration. The variance application discussion was deferred several times at either the applicant's request or Town's request due to technical meeting broadcasting difficulties. Finally, on August 15th, 2022, at a Special Town Council meeting (deferred from regular 8/10/22 TC meeting due to technical difficulties) the variance application was heard. Some of the Town Council members expressed concerns with the initial dock design, as well as members of the public. As requested by the Town Council, a representative from Miami-Dade DERM attended and provided testimony as to the environmental constraints of the waterway area near the subject site, leading to their agency's preliminary approval of docking facilities that, in some instances were in conflict with the Town's normal zoning regulations. After considerable discussion, the Town Council made it clear they would not support the initial dock design, and deferred action on the variance application to allow the applicant time to consider the input received, meet with Miami-Dade DERM / other agencies if necessary, and revise the dock design. On September 29th, 2022, the Town received a revised variance application for the ONDA dock facility design. The Town reviewed the revised application package and MMPA prepared an updated TC staff report on November 7th, 2022 in anticipation of new public hearings; however, due to the applicant's request, as DERM was re-evaluating their revised dock design request and performing updated environmental studies, the application did not move forward. Finally, on February 3rd, 2023 the Town received an updated Variance Application package from the applicant, including a letter explaining the proposed design changes and DERM re-review results. Based on those efforts, the proposed docking facilities have been re-designed and preliminarily approved by DERM. A new updated project review letter from DERM was issued on November 10th, 2022 (see attached).

Following is a brief summary of the revised variance changes:

- 1) The originally requested four (4) central boat slips for larger boats (50+) that extended the furthest out into the water was removed entirely. The revised dock design now shows one 6' wide linear dock running parallel to the seawall that extends 16' (was 30') from the seawall cap (10' separation from seawall cap to inside edge of linear dock / was 24').
- 2) Nine (9) finger piers (3' in width) are now proposed extending from the parallel linear dock seaward a maximum of 20' (one pier at 15' / 8 piers at 20'). The previous design had 8 piers.
- 3) The number of docking slips was returned to 15 as shown in the original design (14 slips on last Sept. 2022 design).
- 4) The quantity of mooring piles (15 outside / 7 near docks = 22 total) that previously extended up to 89.5' from the seawall cap have been reduced to a maximum of 52' extension.
- 5) The dock setback from the extended western side lot line was adjusted to 35.5' (was 30' on Sept. 2022 redesign). The Code minimum is a 10' setback.

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- 6) Due to the min. 4' water depth required and updated DERM analysis, the orientation of the boats to be docked was revised to allow "stern first" docking meaning the front of the boats will face the bay. Boaters could also dock "bow first" which would allow the deeper portions of the hulls / outdrive motors / propellers to be seaward to minimize damage to the seagrasses. Based on the updated October 2022 DERM analysis a min. 4' water depth is achieved at 16'-1" from the seawall cap. The outer edge of the revised parallel linear dock is shown at 16' from the seaward seawall cap edge.

Following is a summary of the applicable Code provisions:

Applicant Requested Variances and Code Provisions (Revised Application):

- Variance from Section 23-12(6)(a)(iii) limiting the projection of docks into waterways no more than 25 feet from the face of the seawall cap at this location (BH Waterway locations are more restrictive). The applicant's revised application is now requesting that the main linear dock be allowed to extend 16' seaward from the seawall cap, with nine (9) individual piers (3' wide) extending another 20' into the water (36' maximum extension).
- Variance from Section 23-12(6)(a)(v) limiting the width of docks which extend more than 8 feet from the seawall cap to 4 feet in width. The applicant is now requesting that the three (3) docks extending from the seawall to the main parallel linear dock to be five (5) feet in width so as to accommodate fire hose boxes / fire personnel access, and the main parallel linear dock to be 6' in width to provide residents with a safer route around the mooring cleats, ropes, and other equipment that will be attaching their vessels to the docks.
- Variance from Section 23-12(8) limiting the projection of mooring piles to no more than 40 feet from the face of the seawall cap for this location (BH Waterway locations are more restrictive). The applicant is now requesting that the fifteen (15) outermost proposed mooring plies be allowed to extend a maximum of 52 feet from the seawall cap.
- The applicant is requesting the use of Section 23-12(6)(a)(x), which allows for alterations to marine facility projections & other design criteria, by applying for a variance granted by the Town Council, if DERM / other review agencies require alterations to the normal Town Code limitations due to environmental / other reasons. Approval must be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.

BACKGROUND / PROJECT REVIEW HISTORY

The Town has had land development regulations governing seawalls, docks, mooring piles, boats and related structures for many years. A major Code rewrite was performed in 2007. Former Mayor Peter Lynch, a professional boat captain, led efforts to update the Code provisions to include modern standards. Another effort was undertaken in 2009-10 due primarily to address seawall heights but was never adopted. In August 2016, the Town adopted its last revisions to this Code section. The overall community goal is to have reasonable regulations for upland landowners (uniform taller seawall hgt.) and boaters, while safeguarding neighboring property owners (views / nuisances).

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There are currently no docks at the site; however, one small dock / 2 mooring piles previously existed, but those have been removed. The seawall was recently rebuilt / upgraded prior to construction of the new multifamily building beginning (5.50' NGVD). MMPA notes that the vast majority of existing docks in this area appear to be parallel to the seawall with only a few extending into the waterways.

On December 20th, 2021, the applicant submitted their original Town variance application form, a property survey, an Miami-Dade DERM underwater survey, a justification letter, a letter of no objection from an adjoining site (10301 EBHD) and preliminary plans reviewed by Miami-Dade DERM and other information showing the location of the proposed docks designed by a dock contractor (Ocean Consulting, LLC). As stated above the Town's staff / MMPA reviewed the initial application materials, researched the matter, and prepared a staff report with several recommendations deemed appropriate to limit the dock facilities to only residents of the ONDA project, with no commercial uses, and limits on the size of boats and operational issues.

As stated above, on August 15th, 2022, at an advertised Special Town Council meeting, the variance application was heard. Some of the Town Council members expressed concerns with the initial dock design, as well as members of the public. A representative from Miami-Dade DERM attended and provided testimony as to the environmental constraints of the waterway area near the subject site, leading to their agency's preliminary approval of docking facilities that, in some instances, were in conflict with the Town's normal zoning regulations. After considerable discussion, the Town Council made it clear they would not support the initial dock design, and deferred action on the variance application to allow the applicant time to consider the input received, meet with Miami-Dade DERM / other agencies if necessary, and revise the dock design. On September 29th, 2022, the Town received a revised variance application for the ONDA dock facility design, including a new justification letter and revised plans. MMPA was requested to review the revised documents / plans and provide an updated staff report. MMPA reviewed the revised application package and MMPA prepared an updated TC staff report dated November 7th, 2022 in anticipation of new public hearings; however, due to the applicant's request, as DERM was re-evaluating their revised dock design request and performing updated environmental studies, that application did not move forward. On February 3rd, 2023 the Town received an updated variance application package from the applicant, including a letter explaining the proposed design changes and DERM re-review results. Based on those efforts, the proposed docking facilities have been re-designed and preliminarily approved by DERM. A new updated project review letter from DERM was issued on November 10th, 2022 (see attached).

ANALYSIS

As per the Town's request, MMPA has completed our review of the applicant's latest revised February 3rd, 2023 variance application and provide the following analysis and comments.

The subject property is located on the north side of 103rd Street near the roadway bend onto East Bay Harbor Drive and fronts on a portion of Biscayne Bay. The portion of Biscayne Bay in this area is quite large and connects to the Haulover Inlet to the northeast. A large sandbar frequented by boaters exists in the middle of Biscayne Bay to the north with deeper navigable channels around the sandbar. The community of Bal Harbour Village exists to the east across the 400'+/- wide Indian Creek. A private boat marina built in the 1940s serving the Bal Harbour Village single-family area exists directly east of the site across the Indian Creek. Per Town Code, docks in the Town, except

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those located in the Bay Harbor Waterway separating the East / West Islands (150' width waterway with more restrictive encroachment criteria) are limited from extending more than 25 feet into the water, unless Miami-Dade DERM requires alterations to the above limitations. In which case, the Town Council must grant a variance that is limited to the minimal variation of the stated criteria necessary to meet the unique environmental characteristics of the site.

The original Miami-Dade DERM preliminary project review letter (Aug. 8th, 2019) and biological assessment (July 30th, 2019) stated that normally 4-6 feet of water depth is required for docking vessels. The underwater land has silted in over the years and is about 3+/- feet in depth near the site seawall, according to the report. Therefore, DERM will not allow mooring within close proximity of the site's seawall and has determined the dock design must be altered as presented. The original and revised plans depict boat "shapes" moored perpendicular to the proposed docking facility (not near the seawall due to rock rip rap / water depth). The new updated Miami-Dade DERM preliminary project review letter (Nov. 10th, 2022) and biological assessment (Nov. 10th, 2022) again stated that a minimum of 4 feet of water depth is required for docking vessels. Based on DERM's reassessment of the water area near the site and the applicant's redesign, they have no objection to the redesign.

Dredging of the shallow areas in this area is apparently prohibited and Miami-Dade DERM. The county's Environmental Quality Control Board (EQCB) may need to approve variances to the Miami-Dade Code criteria (D-5 triangles); however, DERM staff is not objecting to the current design.

MMPA notes that the latest revised design again shows fifteen (15) dock slips, but access to the "lagoon" interior to the dock (between seawall and parallel linear dock would be difficult due to the low dock height (5.50' NGVD). Possibly low-profile kayak type vessels could access the area. No floating docks would be allowed. The latest revised plans submitted to the Town indicates that the main parallel linear dock will now project only sixteen (16) feet (was 32 feet) into the bay with nine (9) finger piers attached to the main dock extending up to twenty (20) feet more into the bay, with fifteen (15) outer mooring plies projecting up to fifty-two (52) feet into the bay.

Again, Section 23-12(6)(a)(iii) of the Town Code limits the projection of docks for this property to 25 feet unless DERM / other review agencies require alterations to the above limitation, in which case a variance is required and shall be limited to the minimal variation necessary. The original 2019 preliminary DERM approval was based upon keeping boats at least 26 – 30 feet seaward to avoid the shallow water / grass beds. The updated DERM letter and dock redesign would restrict boats to be about 35 feet in length with a maximum extension of 52 feet (even with outmost mooring piles). Again, the earlier dock design depicted much greater dock extensions (102'+), but those have been deleted from the Sept. 2022 and Feb. 2023 revised designs. Based on the revised dock design the maximum water extension (docks and boats) would be about 52+/- feet from the seawall.

As to the dock widths the applicant states the reason for the 5-foot & 6-foot width perpendicular docks versus the Code allowed 4' widths is so that fire hose cabinets can be built near the parallel cross dock connections for fire personnel / fire suppression if needed and boaters will have more room around their vessels due to mooring cleats / ropes / etc. The Town Code does not allow storage cabinets / benches / etc. on docks in general; however, this appears to be a Fire Code issue and the cabinets are not meant for general personal storage. The Town Code is also silent as to electrical service / potable water stands as well, but these have been commonly allowed by the Town.

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The applicant states the dock facilities will be reserved solely for ONDA residents and not open to the public. This is important to note by the Town due to the location and should be a condition of approval. Also, no other types of docks (floating / jet skis / personal watercraft / etc.) should be allowed.

CONCLUSION AND RECOMMENDATION

Based on the above analysis, MMPA recommends that the Town Council **APPROVE** the requested revised variances as is, or with revisions deemed appropriate. MMPA suggests the variance be subject to the conditions listed below.

MMPA recommends the following conditions:

- 1) This variance approval is based on the revised design plans submitted with the revised application dated January 20th, 2023, prepared by Ocean Consulting, LLC / Dynamic Engineering Solutions, Inc. which have been reviewed / preliminarily approved by Miami-Dade DERM, subject to any changes required by the Town Council, which shall take precedence.
- 2) The main parallel linear dock shall not extend more than 16 feet from the outer face of the seawall cap. No extended finger dock (8 in total) shall extend more than 36 feet into Biscayne Bay from the face of the outer face of the seawall cap.
- 3) No vessel mooring piles may extend more than 52 feet into Biscayne Bay from the outer face of the seawall cap.
- 4) No vessels shall be allowed to dock within 16 feet of the seawall cap to help protect the environmental features (seagrasses / other) noted by Miami-Dade DERM in this area. Further no boats shall be allowed within the enclosed portion of the dock system.
- 5) The maximum length of any vessel docked / moored at the ONDA 15-slip docking facilities shall not exceed 35 feet in length.
- 6) Compliance with the conditions listed in the updated Miami-Dade DERM letter dated Nov. 10th, 2022, or as revised based on the revised design and more detailed permit review.
- 7) Only residents of the ONDA multifamily project are permitted to dock at the facility. No dock shall be leased out to 3rd parties. No commercial fishing vessels, no commercial food service or alcoholic beverage vessels, no boats used for fueling, and no boat rental use is allowed or may dock at the facility. No live-aboard boat use shall occur. No overnight stays aboard any vessel shall occur.
- 8) No floating docks or boat / jet ski lifts, and no jet ski or personal watercraft use shall be permitted to operate from the docks nor mooring of such vessels at any of the docks, without both prior Miami-Dade and Town approvals / permits.

- 9) The ONDA development owners and all vessel owners moored at the docking facilities shall be jointly responsible for maintaining the docking facilities and waters surrounding the docking facilities at all times. The docking facilities and surrounding waters shall be kept in a safe, clean, and orderly manner free from debris at all times.
- 10) No dumping of refuse or solid waste, the dumping of wastewater, or other pollutants shall be permitted into the water or left on the docks, nor shall any noise in excess of that permitted by the Town Code (Chapter 12 - Nuisances) be generated.
- 11) All required safety ladders shall be installed as shown, as well as additional supplemental ladders as agreed to by the Town Manager, or their designee, at other locations spaced around the entire docking facilities, as a safety measure for swimmers and those that may accidentally falling into the water.
- 12) The ONDA development owners and all vessel owners shall comply with all regulations of the Town governing marine facilities and nuisances. The Town reserves the right, as the owner of the waterways (Town Charter / SB 865) and local police jurisdiction, to institute Code Enforcement and legal / police actions to enforce the laws of the Town, to maintain order, peace and tranquility, and to address nuisances to the Town in general and neighboring sites.



Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

miamidade.gov

November 10, 2022

BH Investment, LLC
c/o Valerio Morabito, Manager
1691 Michigan Avenue
Suite 440
Miami Beach, Florida 33139

Re: Class I Permit Application CLI-2022-0374: BH Investment, LLC – Docking Facility located at 1135 103rd Street, Bay Harbor Islands, Miami-Dade County, Florida. (Folio No. 13-2227-001-6770)

Dear Mr. Morabito:

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

During the biological assessment, staff documented debris in tidal waters (i.e. cone, wheel barrel, and concrete). Pursuant to the Code of Miami-Dade County (Code), it shall be unlawful for any person to dispose of solid wastes or any other wastes into the waters of this County. The debris must be removed from tidal waters upon receipt of this letter. **Failure to remove the debris upon receipt of this letter may result in enforcement action by DERM without further notice.**

Additionally, PVC pipes that discharge to tidal waters were documented on-site. Pursuant to the Code, it shall be unlawful for any person to dewater or to discharge sewage, industrial wastes, cooling water and solid wastes, or any other wastes into the waters of this County, including but not limited to surface water, tidal saltwater estuaries, or ground water. **The pipes must be removed, sealed or reconfigured to drain on the uplands upon receipt of this letter.**

Recommendations for Class I permits are based on several evaluation factors including, but not limited to, a project's consistency with the Miami-Dade County Manatee Protection Plan (MPP). Pursuant to the MPP, the project site is located within an area recommended for "Motorboat Density and Various- Water Dependent Uses as Determined by Existing Zoning or Environmental Regulations". Please submit a written statement from the property owner verifying the total number of vessels that are proposed to be moored on-site at all times and clarifying the type of use (i.e. commercial or residential) proposed for the project site.

The Code requires a minimum water depth of 4.0 feet NOAA Mean Low Water within all boat slips, which is located approximately 16.1 feet waterward of the existing seawall cap. In addition, adequate water depth for any vessel with a draft larger than 3 feet is required. However, there is a discrepancy between the vessel specifications listed on the Class I permit application and those shown on the plans. Please submit vessel specifications for all proposed vessels, including their maximum drafts. Based on the existing site conditions, DERM has no objection to the creation of a docking facility provided the proposed slip areas for vessels with a maximum of 3 foot draft are located a minimum of 16.1 feet waterward of the wetface of the seawall cap, the proposed slip areas for any vessels with a 3.5 draft are located a minimum of 45.4 feet waterward of the wetface of the seawall cap, and the proposed slip areas for any vessels with a 4 foot draft are located a minimum of 58.7 feet waterward of the wetface of the seawall cap. Please submit a complete set of sketches for review that depicts the existing site conditions, all proposed slip areas located in the Code-required or adequate water depth for the proposed vessels, and a slip mix table for review. Please note, DERM recommends corrections on sketches be reviewed and approved before signed and sealed plans are submitted.

A Marine Facilities Annual Operating Permit (MOP) is required for docking facilities with 10 or more boat slips, moorings, davit spaces, and vessel tie-up spaces. A valid MOP will be required prior to the operation of the docking facility, including the mooring of vessels. Please contact the Coastal Resources Section at (305) 372-6575 for additional information.

For any structures that exceed the boundaries described in Section D-5(03)(2)(a) of the Miami-Dade County Public Works Manual beyond the minimum necessary, letters of consent that reference DERM preliminary approved plans may be requested prior to permit issuance. Please note that the Class I permit will not be issued until the requested letters have been submitted to DERM for review and approval. If the letters cannot be obtained, a modification to the proposed scope of work and new review by DERM may be required. Any new proposal that results in a significant modification to the scope of work may result in additional process time.

Mitigation is required for all unavoidable impacts to resources, and is calculated based on the square footage of the structures and permitted boat slip areas over resources. In addition, mitigation is required for the long term and short term environmental impacts associated with the operation of the facility, and is calculated based on the number of slips to be created. Riprap boulders are typically placed on-site to offset impacts to resources and to create new habitat. However, due to existing site conditions, DERM recommends that mitigation be satisfied off-site, or a contribution to the Biscayne Bay Environmental Enhancement Trust Fund be provided in an amount to be determined.

Please provide a statement of acknowledgment directly from the contractor of record that includes the contractor's name, address, telephone number, license number, DERM Class I permit application number, and scope of work for the project. The information may not be submitted through a third party. A Class I permit will not be issued unless and until a Miami-Dade County or State licensed contractor submits the requested information.

Please note that on any given day, several projects are submitted and placed in a review queue for each project manager based upon the order in which they are received. Depending on queue order and workload, it can take several days for a reviewer to begin the review. Once the review is completed, and assuming the project is approvable, there are specific actions that must be taken prior to issuance of the Class I permit. While every effort is made to expedite all reviews, submittal quality is the most significant factor dictating how quickly a project is approved. The most common deficiency is incomplete or inaccurate sketches or plans. The best way to ensure the timely processing of your Class I permit application is to carefully review the Completeness Summary, including any listed sketch corrections, and submit a complete response. **Incomplete submittals will result in additional requests for information, potentially significantly delaying the processing of the Class I permit application.**

Pursuant to Section 125.022, Florida Statutes, within 30 days of the date of this letter, you are required to submit the information and items requested in the attached Completeness Summary Checklist to complete your Class I permit application.

For Class I permits that first require a quasi-judicial public hearing, the public hearing application is deemed complete when all information and items needed for that public hearing application have been submitted to DERM; this includes, but is not limited to, those items specifically identified in Section 24-48.2(II)(B) of the Code of Miami-Dade County.

For issuance of the Class I permit, regardless of whether a quasi-judicial public hearing is required, the permit application will be deemed complete when all information and items, including but not limited to those items specifically identified in Section 24-48.2 and Section 24-48.5 of the Code of Miami-Dade County, have been submitted to DERM.

If the information and items requested in the attached Completeness Summary Checklist are not provided within 30 days of this letter and the application remains incomplete, this application may be denied without prejudice in accordance with Section 125.022, Florida Statutes. If additional time is necessary, please submit a written request for an extension of time.

Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6599 or Lindsay.Elam@miamidade.gov.

Sincerely,

Lindsay Elam, Biologist II
Coastal Resources Section
Division of Environmental Resources Management (DERM)

cc: Ocean Consulting, LLC – Authorized Agent (kirk@oceanconsultingfl.com)
Jon Pempek – U.S. Army Corps of Engineers (Jonathan.C.Pempek@usace.army.mil)

COMPLETENESS SUMMARY
COASTAL CONSTRUCTION PERMIT APPLICATION
PROJECT NO. CLI-2022-0374

PROJECT NAME: BH Investment, LLC
PROJECT ADDRESS: 1135 103rd Street, Bay Harbor Islands
DATE: November 10, 2022
PROJECT MANAGER: Lindsay Elam

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO CONTINUE PROCESSING YOUR PERMIT APPLICATION:

- A written statement from the property owner as described in the Completeness Summary Cover Letter.
- A revised set of sketches as described in the Completeness Summary Cover Letter.

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED TO COMPLETE THE APPLICATION PRIOR TO PERMIT ISSUANCE:

- A set of plans signed and sealed by a Florida Licensed Professional Engineer.
- Structural and zoning approvals from the Town of Bay Harbor Islands.
- Permit fee in the amount of \$2,900.00.
- Miami-Dade County surcharge fee in the amount \$224.25.
- Letters of consent from adjacent property owners to the east and west which specifically references the construction approved by DERM may be requested.
- Contractor letter as described in the Completeness Summary Cover Letter.
- Mitigation bond, associated bond documents and a mitigation plan or a contribution to the Biscayne Bay Environmental Enhancement Trust Fund in an amount to be determined.

STATE AND FEDERAL CHECKLIST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

DERM has been delegated the authority to review the proposed project and grant proprietary authorization for the use of sovereign submerged lands pursuant to an operating agreement between DERM and the FDEP.

Not applicable – Town of Bay Harbor Islands

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

DERM has been authorized to administer the programmatic general permit SAJ-42 in conjunction with the issuance of a Class I permit pursuant to an operating agreement with the United States Army Corps of Engineers.

DERM has reviewed the proposed work and determined that the project does not qualify for the Federal general permit (SAJ-42). Direct approval or exemption from the USACE may be required for the proposed work. Please contact the USACE at (305) 526-7181 for more information.



Nicholas J. Barshel

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Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5538
nicholas.barshel@akerman.com

February 3, 2023

Honorable Mayor and Council
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Revised Variance Application – Onda Dock (1135 103rd Street)

Dear Honorable Mayor and Council Members,

As you know, we represent BH Investment LLC ("Owner"), which owns the property located at 1135 103rd Street on the northern tip of the East Island of Bay Harbor Islands ("Property"). Owner is currently constructing an eight-story luxury residential building with 41 condo units on the Property, previously approved by the Town ("Onda"). Owner is also seeking variances from the Town's dock regulations set forth under Town Code Section 23-12(6).

Based on feedback from the public and the Town Council at a hearing on August 15, 2022, Owner is now submitting a revised plan for the docking facility ("Dock") that minimizes the requested variances to the greatest extent possible. **The maximum projection of boat slips into the waterway was reduced by over 50 feet and the western side setback was increased by over 5 feet.** This new Dock configuration is possible based on an updated DERM interpretation of the minimum water depth required for Onda's boat slips. On this basis, Owner's updated responses to the hardship criteria for variances under Town Code Section 2-17(b) are included below.

A. Property Background

The Property is approximately 1.2 acres in size, and is one of the six largest platted tracts (A-F) on the East Island, which are located on the northern and southern tips. As these sites are considerably larger than other multifamily residential lots in the Town (and abut longer stretches of waterfront), they are zoned RM-3 and include appropriate development criteria for this nature. Additionally, unlike the southern tip of the East Island, the Property directly abuts a broad stretch of open water in Biscayne Bay, and vessel navigation is not confined as it is for other properties in the Town located along Indian Creek or the Bay Harbor Waterway.

B. Environmental Agency Review

Owner submitted permit applications for the Dock to the Town, the Miami-Dade County Department of Environmental Resources ("DERM"), the Florida Department of Environmental Protection ("FDEP"), and the U.S. Army Corps of Engineers ("Corps"). Over the last three years, these environmental agencies have commented on several layouts for the Dock, resulting in a configuration that avoids protected marine species to the greatest extent possible and provides adequate depths for vessels to moor without disturbing the bay bottom.¹ Based on the amount of time that had passed since the initial application by Owner, DERM conducted a new biological assessment of the Property on October 12, 2022, which noted the presence of seagrass resources and shallow water depths. The new DERM biological assessment is attached as **Exhibit A**.

The most significant limiting factor for the Dock remains compliance with DERM's water depth criteria. Pursuant to Miami-Dade County Code Section 24-48.3, all boat slips must have a minimum water depth of 4 feet N.O.A.A. And DERM will not approve dredging Biscayne Bay to increase clearance for vessels. However, following the new October 2022 biological assessment and Owner's decision to reduce the size of vessels to a maximum of 35 feet after the August hearing, DERM changed its interpretation of where this minimum water depth could be achieved. In an updated completeness summary letter dated November 10, 2022, DERM stated that all vessels could safely moor beginning 16.1 feet waterward of the existing seawall. Otherwise, DERM continues to have no objection to construction of the Dock at this location, and maintains that the number of proposed slips (15) is consistent with the County's Manatee Protection Plan. The updated completeness summary letter from DERM is attached as **Exhibit B**.

C. Changes to the Design

Following the August 15th Town Council meeting and subsequent DERM interpretations, Owner has agreed to significantly reduce the size of the Onda docking facility. The revised Dock layout decreases slip projections into the waterway by removing four central slips for vessels up to 50 feet in length, and limiting all vessels to 35 feet in length. This reduces the amount of water depth required to moor. Additionally, after speaking with DERM (who was also present at the August variance hearing), the County's environmental agency has agreed these boat slips can be located closer to the shore than previously mandated. As a result, the maximum slip extension into Biscayne Bay was halved (reduced from 104 feet to 52 feet). Additionally, the Dock setback from the property to the west was increased by over 5 feet (30 feet to 35.5 feet), due to the fact that Owner has agreed to reduce the maximum size of vessels using the Dock at Onda.

Owner has submitted the revised Dock plans to DERM and is awaiting confirmation that the new configuration is also preliminarily approved.² Owner does not anticipate any additional

¹ The Corps is also the main agency charged with reviewing navigational issues associated with new docking facilities. Typically, if the Corps has any concerns with navigation the plans are sent to their Navigation Section for additional review (common for projects on narrow channels), but no such additional review was requested in this case.

² DERM issued preliminary approval of the Dock layout previously presented to the Town on December 10, 2021.

comments from DERM, because the slips meet the revised depth requirement and the Dock layout remains consistent with the County's "D5 triangle" boundaries, with the exception of the east end of the Dock. DERM has required the neighbor to the east approve the Onda dock project due to its proximity to that side property line (10 feet setback), and Owner has obtained such written consent from the neighbor. Note that this neighboring lot is under separate ownership and Owner is not affiliated with that entity in any capacity. However, Owner is currently leasing the lot for an Onda temporary sales center. The neighbor consent is attached as **Exhibit C**.

D. Town Code Requirements

Pursuant to Town Code Section 23-12, the Town has development regulations that apply to docking facilities in addition to the DERM, FDEP, and Corps environmental permitting criteria. Each variance requested by Owner is specifically required to design a docking facility with in-water boat slips at least 16.1 feet from the seawall to achieve adequate water depths. Although the layout is much closer to Code requirements, some elements of the Dock structure still cannot comply with Town dock regulations, in the manner set forth below (*for comparison purposes, we are also including the dimensions of the previous Dock design reviewed by the Town Council*):

Citation	Town Code Regulation	PREVIOUS Design	REVISED Design
23-12(6)(a)(iii)	Maximum projection of dock into bay is 25 feet	73.5 feet	36 feet
23-12(6)(a)(v)	Maximum width of dock beyond 8 feet from seawall is 4 feet	6 feet	6 feet
23-12(8)	Maximum projection of mooring piles into bay is 40 feet	89.5 feet	52 feet

Except for the instances noted above, the Dock complies with the relevant regulations in Town Code Section 23-12 (including but not limited to side setbacks for the Dock on both sides). Regarding the dock width, all finger piers beyond 16 feet from the seawall are in compliance with the 4-foot dock width requirement in Town Code Section 23-12(6)(a)(v). The three perpendicular walkways closest to the shore are 5 feet wide because they must include fire hose cabinets and a safe working clearance in front of cabinets for fire department personnel. Additionally, the parallel terminal platform must be 6 feet wide to provide residents with a safe route around the mooring cleats, ropes, and other equipment that will be attaching vessels to the Dock.

E. Variance Criteria

Pursuant to Town Code 2-17(b), there are six criteria by which requests for variances must be evaluated by the Town Council. These criteria are listed below, along with Owner's updated responses to each. Our responses prove that the requested Dock variances are not contrary to the public interest and a literal enforcement of the Town's regulations would instead result in unnecessary and undue hardship on Owner, and therefore the variances should be granted.

1) *The nature and type of hardship.*

The hardship is due to existing environmental conditions surrounding the Dock, which is identified by the Town as a valid justification for a variance. Pursuant to Town Code Section 23-12(6)(a)(x), DERM may require alterations to the Town's dock regulations "*because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay....*" At the Property, DERM now requires all of the boat slips to begin a minimum of 16.1 feet waterward of the seawall to obtain the required water depth under the County Code (set at 4 feet N.O.A.A.). This is necessary for vessels to avoid disturbing the bay bottom without dredging Biscayne Bay.

2) *The circumstances which caused the hardship, and that make the hardship peculiar to the property in question or to such a small number of properties that may clearly constitute marked exceptions to the property in the neighborhood.*

The Property is uniquely well-suited for multifamily residential boat slips in Bay Harbor Islands. The entire West Island is zoned for single family homes. And many lots on the East Island abut the Bay Harbor Waterway or Indian Creek, which physically restricts docks from projecting beyond the Code maximum of 25 feet, because it would block navigation. This includes waters adjacent to the RM-3 properties on the southern tip of the East Island (less than 400 feet wide). In contrast, the northern tip of the East Island abuts open waters of Biscayne Bay and can support longer docks without impeding any boat navigation. Despite this, the Town Code does not distinguish maximum dock projections based on the varying width of waterways surrounding the Town. This makes the Property a marked exception as it relates to Town dock regulations.

3) *The circumstances which show that the variance is required in order to preserve a substantial property right of the applicant. The substantial property right does not include the fact that the applicant might be denied some opportunity to use the subject property in a more profitable way or to sell it at a greater profit than is possible under the terms of the ordinance. An applicant-property owner is entitled only to a reasonable use of the subject property.*

As part of their riparian rights, waterfront property owners in the State of Florida have a legal right to use and access an abutting waterbody with boats. Because of DERM environmental protection regulations, no boat slip could be closer than 16.1 feet to the seawall at the Property. The revised Dock layout does not propose any slip farther away from the shoreline than the absolute minimum required by DERM. Although it remains far short of providing each of the 41 unit owners at Onda with a slip, 15 boats is a reasonable use for a building of this size and this amount is explicitly permitted at the Property under the County's Manatee Protection Plan.

If not for the environmental conditions of the site, all 15 of these boat slips could be constructed along the seawall in compliance with the Town Code. Instead, applying Town dock regulations literally to the Property would not allow any boat slips for the Onda residents, which is an unreasonable restraint on the riparian rights of Owner.

4) The circumstances establishing that any alleged hardship is not self-created by any person having any interest in the subject property or is not the result of mere disregard for or ignorance of the provisions of any ordinance.

Owner did not create the environmental characteristics of Biscayne Bay adjacent to the Property, namely shallow water depths and habitat for an extensive variety of marine life. And Owner is not disregarding provisions of any regulation—rather these variances are required to comply with permitting criteria of DERM, FDEP, and the Corps that relate to protecting marine life and habitats. The revised Dock design now locates all boat slips at the minimum distance from the seawall that DERM will allow for any size vessel, due to their water depth criteria (4 feet N.O.A.A.). There is no longer a request for vessels with drafts deeper than minimum allowed.

5) The circumstances under which the ordinance to which the variance is sought shall be modified as little as possible so that the substantial intent and purpose of the ordinance or regulations contained therein shall be preserved.

In the revised Dock design, all 15 boat slips are for 35-foot vessels and are located the minimum distance from the seawall (16.1 feet) that DERM will allow to avoid impacting the bay bottom. Larger vessels (up to 50 feet) with greater drafts were removed from the updated Dock proposal. The physical decks and mooring piles are configured to provide access to these boat slips and safely secure vessels with as little over-water area as possible. Because the finger piers do not require fire suppression equipment or mooring hardware, they also are in compliance with the Town Code requirement for dock widths (4 feet). The accessways connecting the boat slips to the Property exceed the 4-foot requirement by the minimum amount possible, to provide (i) adequate clearance for fire department personnel to operate fire hose cabinets on the Dock, and (ii) space for users to safely walk around mooring cleats, ropes, and other hardware.

6) The circumstances under which it can be established that a variance will not result in substantial detriment to adjacent property, or the surrounding neighborhood, and will not be materially detrimental to the public welfare.

The variances will not be detrimental to Owner's neighbors or the public welfare. The Dock will not pose any navigational hazard because it abuts open waters of Biscayne Bay, unlike most Bay Harbor Islands properties (and the relevant authorities have not made any comments on navigational issues). The required configuration of the boat slips is necessary to prevent negative environmental impacts, and the 5-foot-wide access piers will allow fire department personnel to safely respond to any future emergency at the Dock.

The Dock is setback significantly from the neighboring property to the west at the shoreline (35.5 feet). Due to the curvature of the Property, the west setback actual increases as the Dock extends out (going up to 56.5 feet), and will be essentially blocked from view by the Onda building. Finally, the boat slips will be solely for the use of Onda residents and will not bring any commercial uses, traffic, or high intensity activities to this residential neighborhood.

F. Conclusion and Request

In summary, the Owner is requesting the minimum variances from the Town Code required to construct the Dock for Onda in compliance with environmental permitting criteria. We submit that extending the Dock into the open waters of Biscayne Bay is highly preferable to harming marine life and habitat in shallow waters closer to the Property. The Dock will not be materially detrimental to the public welfare, and is intended only to serve residents of Onda. Due to the bay bottom characteristics, literal interpretation of Town Code regulations would result in unnecessary hardship on the Owner, by effectively preventing any boat slips for Onda.

Therefore, we respectfully request the Town Council approve the variances for the Dock, based on the enclosed plans that meet environmental permitting criteria and incorporate your feedback from the previous meeting, which a much reduced variance request.

Sincerely,

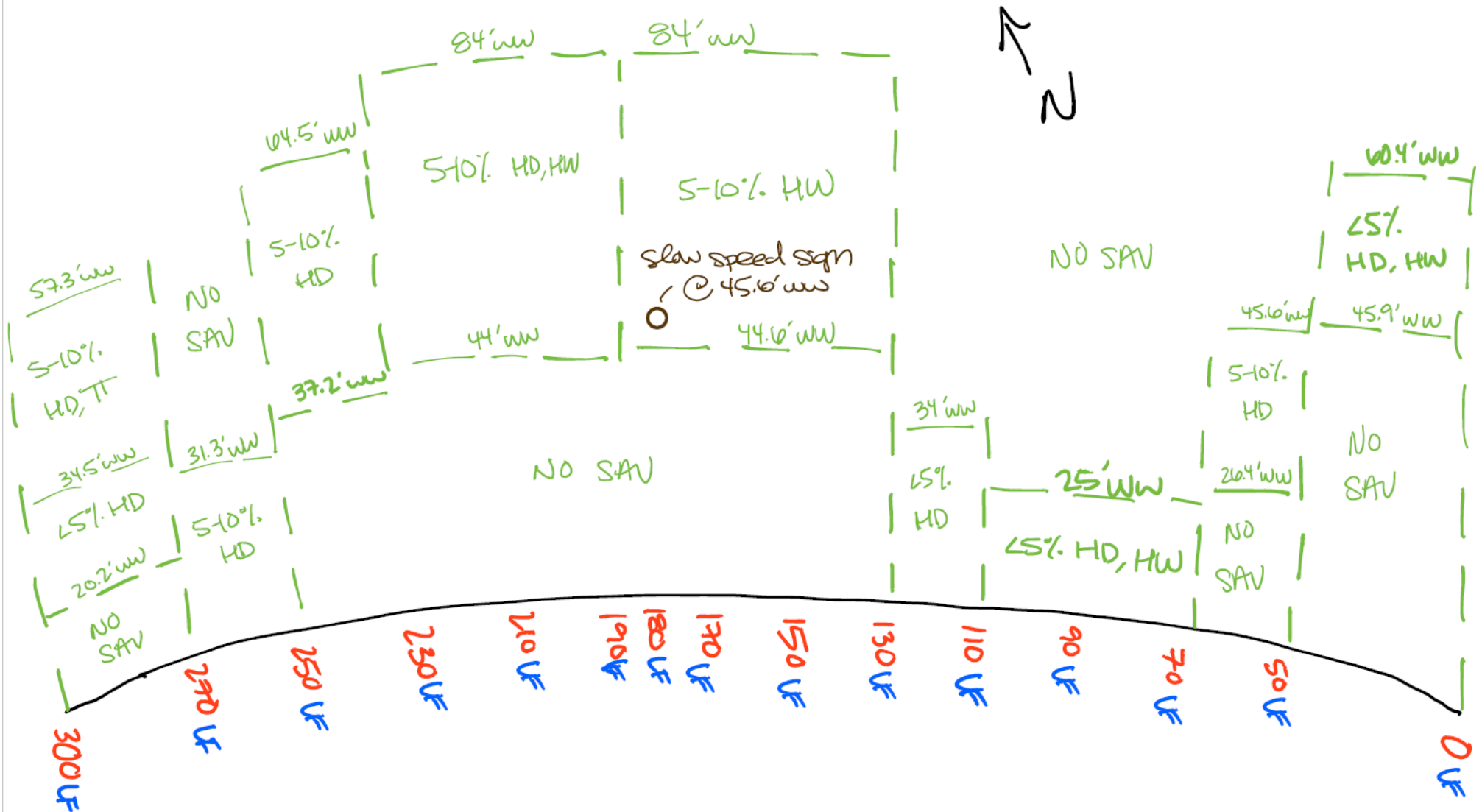
A handwritten signature in black ink, appearing to read 'N Barshel', written in a cursive style.

Nicholas Barshel

Enclosures

cc: Maria Lasday, Town Manager
Yvonne Hamilton, Town Clerk
Michael Miller, Town Planner

Exhibit A



Legend:

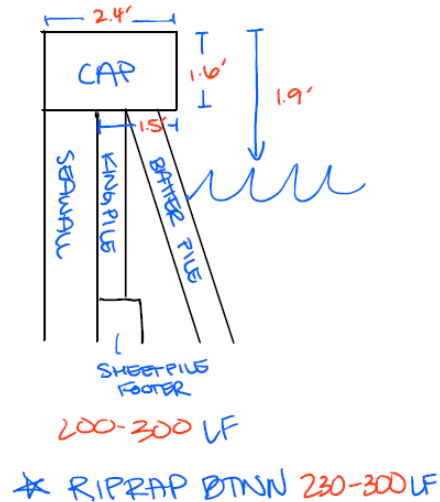
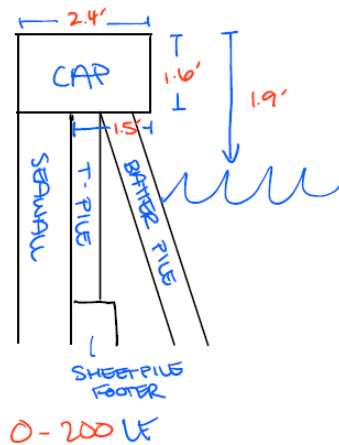
- LF = linear feet
- ww = waterward
- MLW = Mean Low Water

Notes:

- Conducted in-water
- Not drawn to scale
- Submerged concrete beam 106-116LF
- Submerged concrete block at 30LF at 16.5'ww
- Submerged concrete debris at 76LF at 13.5'ww
- Submerged wheel barrel at 15-16LF
- PVC pipes at 10LF and 147.7LF
- Adjusted to MLW; 2.7' adjustment at 11:40am

Resources:

- *Halophila decipens* (HD)
- *Halodule wrightii* (HW)
- *Thalassia testudinum* (TT)
- Moon jelly
- Checkered puffer
- Snapper
- Parrotfish
- Porkfish
- Barracuda



LF	4.0' MLW	5.5' MLW	6' MLW
10	17.2'ww	38.8'ww	50.7'ww
30	17.5'ww	45.9'ww	60.9'ww
50	17.8'ww	46.6'ww	59.7'ww
70	17.2'ww	50.6'ww	60.6'ww
90	11.8'ww	54'ww	66.5'ww
110	9.2'ww	38'ww	60'ww
130	9.4'ww	44'ww	54'ww
150	10.4'ww	47.7'ww	61'ww
170	17'ww	46'ww	59.6'ww
190	21.7'ww	50.6'ww	70'ww
210	19.5'ww	54.1'ww	61.1'ww
230	24.2'ww	51.4'ww	57.8'ww
250	16'ww	37.2'ww	54.6'ww
270	16.6'ww	40.2'ww	53.2'ww
290	15.3'ww	30.5'ww	48.6'ww

Exhibit B



Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

miamidade.gov

November 10, 2022

BH Investment, LLC
c/o Valerio Morabito, Manager
1691 Michigan Avenue
Suite 440
Miami Beach, Florida 33139

Re: Class I Permit Application CLI-2022-0374: BH Investment, LLC – Docking Facility located at 1135 103rd Street, Bay Harbor Islands, Miami-Dade County, Florida. (Folio No. 13-2227-001-6770)

Dear Mr. Morabito:

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

During the biological assessment, staff documented debris in tidal waters (i.e. cone, wheel barrel, and concrete). Pursuant to the Code of Miami-Dade County (Code), it shall be unlawful for any person to dispose of solid wastes or any other wastes into the waters of this County. The debris must be removed from tidal waters upon receipt of this letter. **Failure to remove the debris upon receipt of this letter may result in enforcement action by DERM without further notice.**

Additionally, PVC pipes that discharge to tidal waters were documented on-site. Pursuant to the Code, it shall be unlawful for any person to dewater or to discharge sewage, industrial wastes, cooling water and solid wastes, or any other wastes into the waters of this County, including but not limited to surface water, tidal saltwater estuaries, or ground water. **The pipes must be removed, sealed or reconfigured to drain on the uplands upon receipt of this letter.**

Recommendations for Class I permits are based on several evaluation factors including, but not limited to, a project's consistency with the Miami-Dade County Manatee Protection Plan (MPP). Pursuant to the MPP, the project site is located within an area recommended for "Motorboat Density and Various- Water Dependent Uses as Determined by Existing Zoning or Environmental Regulations". Please submit a written statement from the property owner verifying the total number of vessels that are proposed to be moored on-site at all times and clarifying the type of use (i.e. commercial or residential) proposed for the project site.

The Code requires a minimum water depth of 4.0 feet NOAA Mean Low Water within all boat slips, which is located approximately 16.1 feet waterward of the existing seawall cap. In addition, adequate water depth for any vessel with a draft larger than 3 feet is required. However, there is a discrepancy between the vessel specifications listed on the Class I permit application and those shown on the plans. Please submit vessel specifications for all proposed vessels, including their maximum drafts. Based on the existing site conditions, DERM has no objection to the creation of a docking facility provided the proposed slip areas for vessels with a maximum of 3 foot draft are located a minimum of 16.1 feet waterward of the wetface of the seawall cap, the proposed slip areas for any vessels with a 3.5 draft are located a minimum of 45.4 feet waterward of the wetface of the seawall cap, and the proposed slip areas for any vessels with a 4 foot draft are located a minimum of 58.7 feet waterward of the wetface of the seawall cap. Please submit a complete set of sketches for review that depicts the existing site conditions, all proposed slip areas located in the Code-required or adequate water depth for the proposed vessels, and a slip mix table for review. Please note, DERM recommends corrections on sketches be reviewed and approved before signed and sealed plans are submitted.

A Marine Facilities Annual Operating Permit (MOP) is required for docking facilities with 10 or more boat slips, moorings, davit spaces, and vessel tie-up spaces. A valid MOP will be required prior to the operation of the docking facility, including the mooring of vessels. Please contact the Coastal Resources Section at (305) 372-6575 for additional information.

For any structures that exceed the boundaries described in Section D-5(03)(2)(a) of the Miami-Dade County Public Works Manual beyond the minimum necessary, letters of consent that reference DERM preliminary approved plans may be requested prior to permit issuance. Please note that the Class I permit will not be issued until the requested letters have been submitted to DERM for review and approval. If the letters cannot be obtained, a modification to the proposed scope of work and new review by DERM may be required. Any new proposal that results in a significant modification to the scope of work may result in additional process time.

Mitigation is required for all unavoidable impacts to resources, and is calculated based on the square footage of the structures and permitted boat slip areas over resources. In addition, mitigation is required for the long term and short term environmental impacts associated with the operation of the facility, and is calculated based on the number of slips to be created. Riprap boulders are typically placed on-site to offset impacts to resources and to create new habitat. However, due to existing site conditions, DERM recommends that mitigation be satisfied off-site, or a contribution to the Biscayne Bay Environmental Enhancement Trust Fund be provided in an amount to be determined.

Please provide a statement of acknowledgment directly from the contractor of record that includes the contractor's name, address, telephone number, license number, DERM Class I permit application number, and scope of work for the project. The information may not be submitted through a third party. A Class I permit will not be issued unless and until a Miami-Dade County or State licensed contractor submits the requested information.

Please note that on any given day, several projects are submitted and placed in a review queue for each project manager based upon the order in which they are received. Depending on queue order and workload, it can take several days for a reviewer to begin the review. Once the review is completed, and assuming the project is approvable, there are specific actions that must be taken prior to issuance of the Class I permit. While every effort is made to expedite all reviews, submittal quality is the most significant factor dictating how quickly a project is approved. The most common deficiency is incomplete or inaccurate sketches or plans. The best way to ensure the timely processing of your Class I permit application is to carefully review the Completeness Summary, including any listed sketch corrections, and submit a complete response. **Incomplete submittals will result in additional requests for information, potentially significantly delaying the processing of the Class I permit application.**

Pursuant to Section 125.022, Florida Statutes, within 30 days of the date of this letter, you are required to submit the information and items requested in the attached Completeness Summary Checklist to complete your Class I permit application.

For Class I permits that first require a quasi-judicial public hearing, the public hearing application is deemed complete when all information and items needed for that public hearing application have been submitted to DERM; this includes, but is not limited to, those items specifically identified in Section 24-48.2(II)(B) of the Code of Miami-Dade County.

For issuance of the Class I permit, regardless of whether a quasi-judicial public hearing is required, the permit application will be deemed complete when all information and items, including but not limited to those items specifically identified in Section 24-48.2 and Section 24-48.5 of the Code of Miami-Dade County, have been submitted to DERM.

If the information and items requested in the attached Completeness Summary Checklist are not provided within 30 days of this letter and the application remains incomplete, this application may be denied without prejudice in accordance with Section 125.022, Florida Statutes. If additional time is necessary, please submit a written request for an extension of time.

Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6599 or Lindsay.Elam@miamidade.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lindsay Elam", with a stylized flourish at the end.

Lindsay Elam, Biologist II
Coastal Resources Section
Division of Environmental Resources Management (DERM)

cc: Ocean Consulting, LLC – Authorized Agent (kirk@oceanconsultingfl.com)
Jon Pempek – U.S. Army Corps of Engineers (Jonathan.C.Pempek@usace.army.mil)

COMPLETENESS SUMMARY
COASTAL CONSTRUCTION PERMIT APPLICATION
PROJECT NO. CLI-2022-0374

PROJECT NAME: BH Investment, LLC

PROJECT ADDRESS: 1135 103rd Street, Bay Harbor Islands

DATE: November 10, 2022

PROJECT MANAGER: Lindsay Elam

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO CONTINUE PROCESSING YOUR PERMIT APPLICATION:

- A written statement from the property owner as described in the Completeness Summary Cover Letter.
- A revised set of sketches as described in the Completeness Summary Cover Letter.

THE FOLLOWING ARE REQUIRED TO BE SUBMITTED TO COMPLETE THE APPLICATION PRIOR TO PERMIT ISSUANCE:

- A set of plans signed and sealed by a Florida Licensed Professional Engineer.
- Structural and zoning approvals from the Town of Bay Harbor Islands.
- Permit fee in the amount of \$2,900.00.
- Miami-Dade County surcharge fee in the amount \$224.25.
- Letters of consent from adjacent property owners to the east and west which specifically references the construction approved by DERM may be requested.
- Contractor letter as described in the Completeness Summary Cover Letter.
- Mitigation bond, associated bond documents and a mitigation plan **or** a contribution to the Biscayne Bay Environmental Enhancement Trust Fund in an amount to be determined.

STATE AND FEDERAL CHECKLIST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

DERM has been delegated the authority to review the proposed project and grant proprietary authorization for the use of sovereign submerged lands pursuant to an operating agreement between DERM and the FDEP.

Not applicable – Town of Bay Harbor Islands

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

DERM has been authorized to administer the programmatic general permit SAJ-42 in conjunction with the issuance of a Class I permit pursuant to an operating agreement with the United States Army Corps of Engineers.

DERM has reviewed the proposed work and determined that the project does not qualify for the Federal general permit (SAJ-42). Direct approval or exemption from the USACE may be required for the proposed work. Please contact the USACE at (305) 526-7181 for more information.

Exhibit C

LETTER OF CONSENTNote: Please insert applicable informationDate: August 30, 2021

Miami-Dade County DERM
 Class I Permitting Program
 701 NW 1st Court
 Miami FL, 33136

Re: Letter of Consent for Miami-Dade County DERM Class I Permit Application Number
CLI-2019-0308, (insert Class I Permit application number), for work proposed at

1135 103rd Street, Bay Harbor Islands, Miami-Dade County, Florida

(insert address of proposed work)

Ladies and Gentlemen:

Bay Harbor North LLC, a Delaware limited liability company
 I, _____ (insert name), am the owner of the property located at

10301 East Bay Harbor Drive, Bay Harbor Islands, FL

(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the
 plans entitled 1135 103rd Street Docking Facility Project

(insert title of plans)

prepared by Ocean Consulting LLC/Adolfo J. Gonzalez PE dated _____, and preliminarily approved
 by DERM on _____ for the above-referenced project. Pursuant to Section
 24-48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-
 referenced project.

Sincerely,

BAY HARBOR NORTH LLC, a Delaware limited liability company

By: TRD Bay Harbor LLC, a Florida limited liability company, its Managing
 Member By: Daniel G. Hayes

Adjoining Riparian Property Owner

Daniel G. Hayes, Manager

SUBSCRIBED AND SWORN TO ME THIS 30th DAY OF August, 2021

BY Daniel G. Hayes, Manager & Authorized Representative of Property Owner

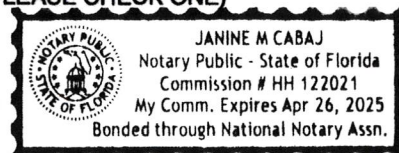
☒ PERSONALLY KNOWN

☐ PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED _____

Janine M Cabaj

NOTARY PUBLIC





APPLICATION FOR VARIANCE AND PUBLIC HEARING

DATE: 11/2/2022	PROPERTY ADDRESS: 1135 103rd STREET	
LEGAL DESCRIPTION	LOT: TRACT F	BLOCK: N/A
SUBDIVISION:	TOWN OF BAY HARBOR ISLANDS	

APPLICANT'S NAME:	NICHOLAS J. BARSHEL, AKERMAN LLP	
ADDRESS:	98 SE 7th STREET, SUITE 1100, MIAMI, FL 33131	
BUSINESS PHONE: 305-982-5538	RESIDENCE PHONE: -	CELL PHONE: -

PROPERTY OWNER'S NAME: (If different from applicant)	BH INVESTMENTS LLC	
ADDRESS:	1691 MICHIGAN AVE, STE 440, MIAMI BEACH, FL 33139	
BUSINESS PHONE: 305-531-1234	RESIDENCE PHONE: -	CELL PHONE: -

NAME OF CONTRACTOR and/or ARCHITECT:	KIRK LOFGREN	
COMPANY NAME:	OCEAN CONSULTING, LLC	
ADDRESS:	340 MINORCA AVE, STE 7, CORAL GABLES, FL 33134	
BUSINESS PHONE: 305-921-9344	RESIDENCE PHONE: -	CELL PHONE: -

PRESENT ZONING CLASSIFICATION:

- | | |
|--|--|
| ☐ BAA - Business District | ☐ CA - Causeway |
| ☐ RBA - Tract | ☒ RE - Multiple Family (RM-3) |
| ☐ RD - Single Family | ☐ PUD - Planned Unit Development |
| ☐ PRD - Planned Residential Development | |

IF APPLICANT IS THE PROPERTY OWNER, INDICATE DATE ACQUIRED: **11 / 13 / 2017**

IF APPLICANT IS THE LESSEE, INDICATE LEASE DATE: **/ /**

INDICATE TERMS OF LEASE:	N/A

LEGAL DESCRIPTION OF ANY CONTIGUOUS PROPERTY OWNED BY THE APPLICANT:

LOT: N/A	BLOCK: -	SUBDIVISION: -
-----------------	-----------------	-----------------------

IS THERE AN OPTION TO PURCHASE OR LEASE THE SUBJECT PROPERTY? ☐ Yes ☒ No

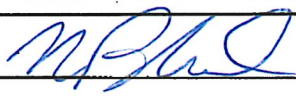
IS IT PREDICATED ON APPROVAL OF APPLICATION? ☐ Yes ☒ No

IS HEARING BEING REQUESTED AS A RESULT OF A VIOLATION NOTICE? ☐ Yes ☒ No

HAS A PUBLIC HEARING PREVIOUSLY BEEN HELD REGARDING THIS PROPERTY? ☒ Yes ☐ No
IF YES DATE: **5/7/2019** DECISION: **SITE PLAN APPROVAL (RESO. 2174)**

ARE THERE ANY EXISTING STRUCTURES ON THE PROPERTY TO BE DEMOLISHED? ☐ Yes ☒ No
DESCRIBE: **N/A**

BRIEFLY STATE REQUEST:												
REQUEST FOR VARIANCES ON RESIDENT DOCK FACILITIES AT ONDA. PURSUANT TO TOWN CODE SECS. 23-12(6) and (8). SEE ATTACHED LOI.												
THE FOLLOWING ARE TO BE NOTIFIED OF HEARING DATE, AS MY REPRESENTATIVE(S): (Please provide this information, or they will NOT be notified)												
<table border="1"><thead><tr><th>NAME</th><th>ADDRESS</th><th>PHONE</th></tr></thead><tbody><tr><td>NICHOLAS BARSHEL</td><td>98 SE 7 ST, STE 1100, MIAMI, FL</td><td>305-982-5538</td></tr><tr><td>KIRK LOFGREN</td><td>340 MINORCA AVE, STE 7, CORAL GABLES, FL</td><td>305-921-9344</td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	NAME	ADDRESS	PHONE	NICHOLAS BARSHEL	98 SE 7 ST, STE 1100, MIAMI, FL	305-982-5538	KIRK LOFGREN	340 MINORCA AVE, STE 7, CORAL GABLES, FL	305-921-9344			
NAME	ADDRESS	PHONE										
NICHOLAS BARSHEL	98 SE 7 ST, STE 1100, MIAMI, FL	305-982-5538										
KIRK LOFGREN	340 MINORCA AVE, STE 7, CORAL GABLES, FL	305-921-9344										

Applicant Signature(s)  Date 11 / 2 / 2022

Date / /

Date / /

ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS APPLICATION BECOMES A PERMANENT PART OF THE PUBLIC RECORDS OF THE TOWN OF BAY HARBOR ISLANDS.

(FOR OFFICE USE ONLY)
APPROVED: ☐ YES ☐ NO
DATE APPROVED: <u> / / </u>
CODE SECTION: <u> </u>

c:\all\gn\forms\variance.app

**REQUEST FOR VARIANCE
CORPORATION AFFIDAVIT**

DATE: 11/2/2022

The subject property is legally described as:

LOT: TRACT F	BLOCK: N/A	SUBDIVISION: BAY HARBOR ISLANDS
ADDRESS:	1135 103rd STREET	
CORPORATION NAME:	BH INVESTMENT, LLC	

I, **VALERIO MORABITO** and _____, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

We hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council and we take the responsibility of removing this notice after the date of the hearing.

[Signature]
Signature of President/Vice President

N/A
Signature of Secretary/Assistant Secretary

Before me this day personally appeared Valerio Morabito
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Before me this day personally appeared _____
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Sworn to and subscribed to before me this day of November 2, 2022.

Sworn to and subscribed to before me this day of _____, 20____.

[Signature]
Notary Public

Notary Public

My commission expires: 08/27/25 Personally known X Produced I.D. _____
Type/number of I.D. _____

My commission expires: _____ Personally known _____ Produced I.D. _____
Type/number of I.D. _____

____ DID TAKE an oath, or
____ DID NOT take an oath

____ DID TAKE an oath, or
____ DID NOT take an oath



c:\all\gn\forms\variance.aff

**REQUEST FOR VARIANCE
OWNER/POWER OF ATTORNEY AFFIDAVIT**

DATE: 11/2/2022

The subject property is legally described as:

LOT: TRACT F	BLOCK: N/A	SUBDIVISION: BAY HARBOR ISLANDS
ADDRESS:	1135 103rd STREET	

I (we), **VALERIO MORABITO, MANAGER OF BH INVESTMENT, LLC** being duly sworn, depose and say that I am (we are) the owner(s) of the described real property and that I am (we are) aware of the nature and effect of the request for variance(s) on the above subject property, which request is hereby made by me (us) OR I am (we are) hereby authorizing **NICHOLAS J. BARSHEL, AKERMAN LLP** to be my (our) legal representative before the Town Council with respect to said request.

I (we) hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council, and do take the responsibility of removing this notice after the date of the hearing.

Signature of Owner

Signature of Co-owner

Before me this day personally appeared

Valerio Morabito

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Before me this day personally appeared

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Sworn to and subscribed to before me this day of November 2, 2022.

Sworn to and subscribed to before me this day of _____, 20____.

Notary Public

Notary Public

My commission expires: 08/27/25 Personally known X Produced I.D. _____
Type/number of I.D. _____

My commission expires: _____ Personally known _____ Produced I.D. _____
Type/number of I.D. _____

____ DID TAKE an oath, or
____ DID NOT take an oath

____ DID TAKE an oath, or
____ DID NOT take an oath



c:\all\gn\form\variance.aff

Onda Bay Harbor Docking Facility

February 2023

BH INVESTMENT LLC





Project Background

- Onda is a new luxury residential project with 41 units developed by CMC Group and Morabito Properties
- On August 15th of last year, we presented initial plans to the Town Council for a docking facility at Onda
- Following the hearing, DERM conducted a new site visit and changed its interpretation of the minimum depth required
- Based on feedback from the Town Council and updated DERM requirements, we revised the design to significantly reduce the dock extension and variances requested



Previous Design

(Boat slips from 35' up to 50')





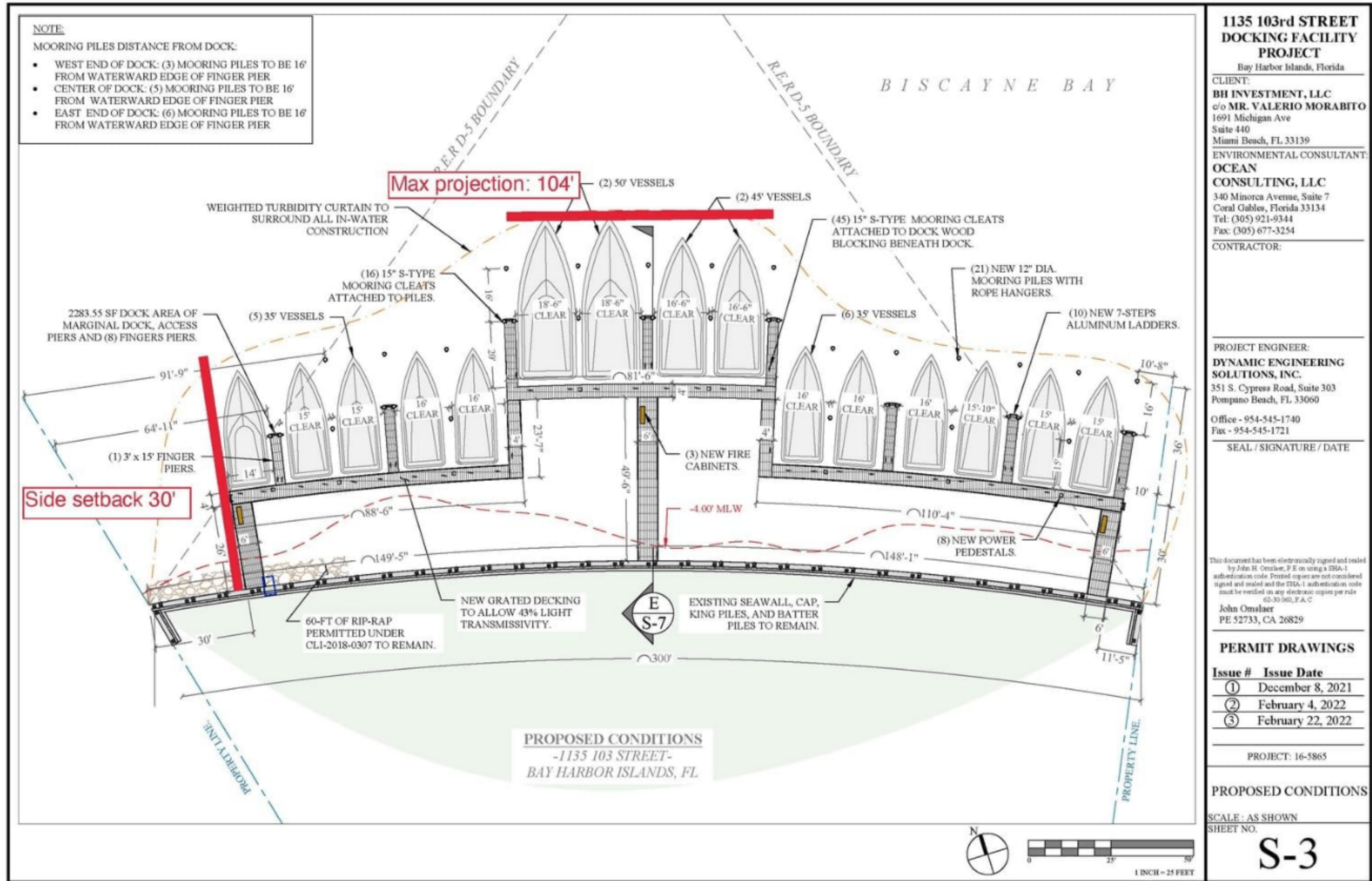
Revised Design

(All boat slips restricted to 35')





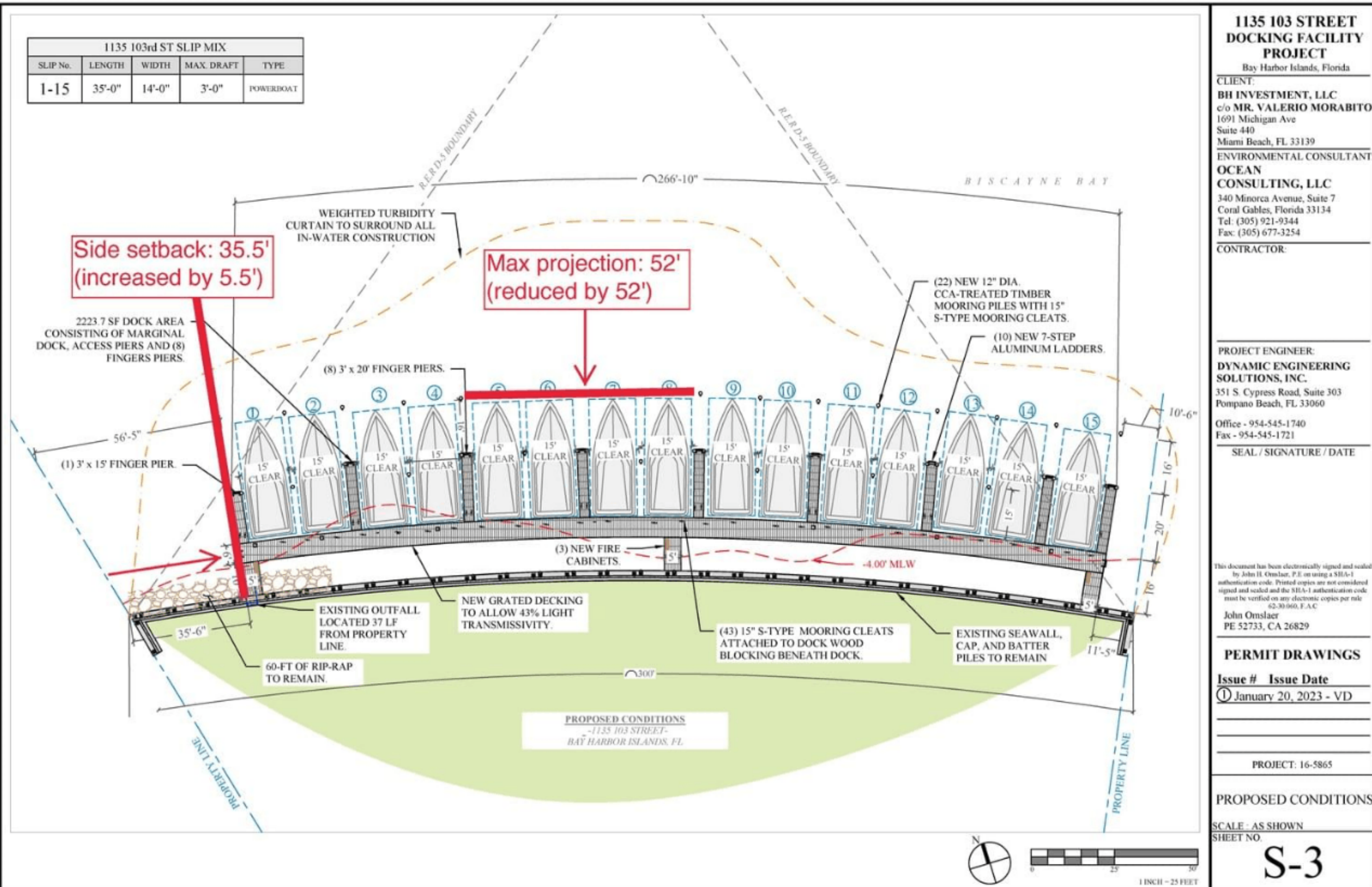
Previous Plan





Revised Plan

1135 103rd ST SLIP MIX				
SLIP No.	LENGTH	WIDTH	MAX. DRAFT	TYPE
1-15	35'-0"	14'-0"	3'-0"	POWERBOAT





Operating Rules

As previously discussed, the dock will be a clean, quiet, and safe facility that is an amenity for the Onda luxury condominium.

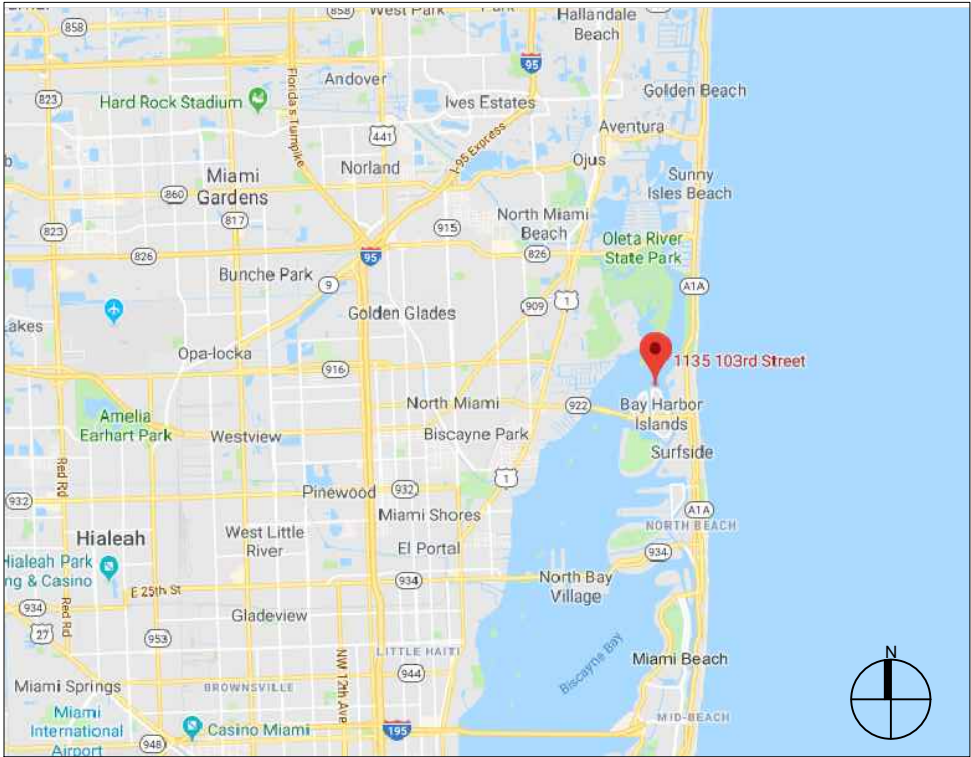
We agree to abide by all operational conditions in the Town's staff report, including:

- Use limited to Onda residents only
- No 3rd party rentals and no public access
- No liveaboard or overnight stays
- No fueling facilities
- No jet skis or floating docks
- No boat lifts
- No commercial or transient (short stay) vessels
- No party boats or food/alcohol service





LOCATION MAP AND LEGAL DESCRIPTION



PROJECT SITE LOCATION:
1135 103 STREET
Bay Harbor Islands, FL 33154-1297

LATITUDE: 25°89'37.31" N
LONGITUDE: 80° 13'26.82" W

FOLIO No.: 13-2227-001-6770

LEGAL DESCRIPTION:
BAY HARBOR ISLAND PB 46-5
LOT F
LOT SIZE 52666 SQ FT M/L
FKA HARBOR CONTINENTAL
CO OP
FAU 13 2227 026 0001

- GENERAL NOTES:**
- ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
 - ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
 - IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
 - IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
 - APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2020 EDITION (AND CURRENT ADDENDUMS).
 - APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
 - DO NOT SCALE DRAWINGS FOR DIMENSIONS.
 - CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
 - CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
 - ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
 - ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
 - LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
 - THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
 - ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
 - THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CONSTRUCTION DEBRIS.

DOCK: LL 80 PSF

- BOLTS**
- ALL BOLTS SHALL BE 316 STAINLESS STEEL, UNLESS OTHERWISE NOTED.

DESIGN CRITERIA
STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

- FLORIDA BUILDING CODE (FBC), 2020 EDITION.
- ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
- ASCE 7-16, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
- NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
- EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.

IN THE EVEN OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

- CONCRETE**
1186243. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
 1186244. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
 1186245. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
 1186246. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
 1186247. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
 1186248. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

- WOOD**
- PRIMARY WOOD FRAMING MEMBERS SHALL BE NUMBER 1 PRESSURE TREATED MARINE GRADE SOUTHERN PINE, OR BETTER.
 - ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
 - 3 PIECE FASCIA TO BE ADDED TO OUTSIDE EDGE FOR ENTIRE DOCK.

- PILE DRIVING NOTES**
- PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
 - PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
 - PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 15 TON. BEARING CAPACITY FOR WOOD PILES, AND 25 TON. FOR CONCRETE PILES.
 - PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
 - PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN ¼" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
 - WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.

SCOPE OF WORK
INSTALLATION OF 2138.7 SF OF WOOD DOCK (INCLUDING MARGINAL, ACCESS PIER & FINGER PIERS) SUPPORTED BY 12'X12: P.S CONCRETE PILES AND 12" DIA WOOD PILES WITH CLEATS AND ALUMINUM LADDER.
INSTALLATION OF (21) 12" DIA WOOD MOORING PILES

1135 103 STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida
CLIENT:
BH INVESTMENT, LLC
c/o **MR. VALERIO MORABITO**
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139
ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC
340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
DYNAMIC ENGINEERING SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060

Office - 954-545-1740
Fax - 954-545-1721

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John Omslaer
PE 52733, CA 26829

PERMIT DRAWINGS

Issue # Issue Date
① January 20, 2023 - VD

PROJECT: 16-5865

PROJECT LOCATION & NOTES

SCALE : AS SHOWN
SHEET NO.

S-1

Bay Harbor Islands, Florida

BH INVESTMENT, LLC
c/o **MR. VALERIO MORABITO**
691 Michigan Ave
Suite 440
Miami Beach, FL 33139

**OCEAN
CONSULTING, LLC**

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Issue #	Issue Date
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① January 20, 2023 - VD

PROJECT: 16-5865

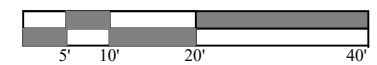
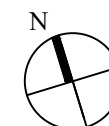
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SHEET NO.

S-2

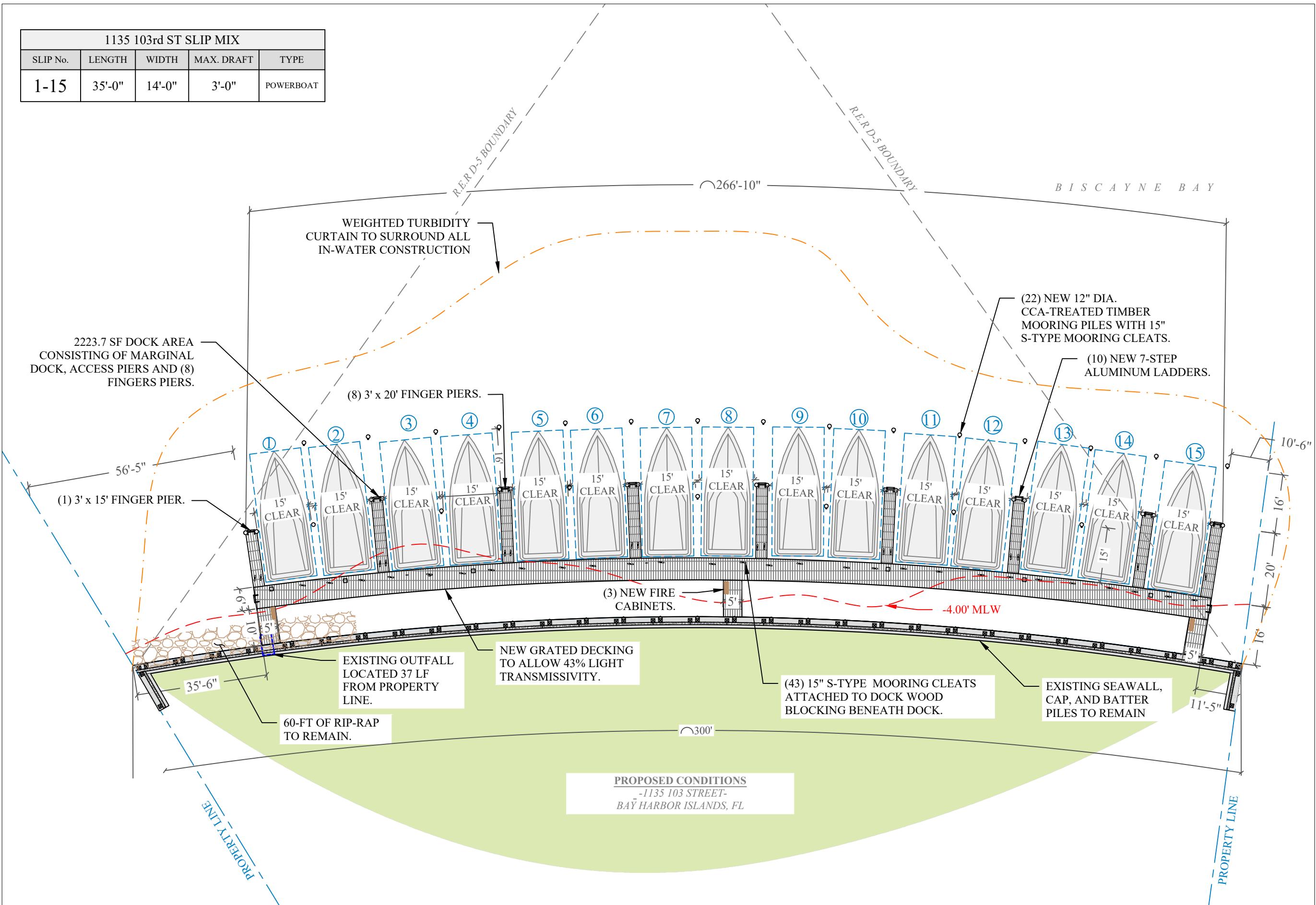


- 1135 103RD STREET -
Bay Harbor Island, FL



GRAPHIC SCALE

1135 103rd ST SLIP MIX				
SLIP No.	LENGTH	WIDTH	MAX. DRAFT	TYPE
1-15	35'-0"	14'-0"	3'-0"	POWERBOAT



1135 103 STREET DOCKING FACILITY PROJECT
Bay Harbor Islands, Florida

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PERMIT DRAWINGS

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PROJECT: 16-5865

PROPOSED CONDITIONS

SCALE : AS SHOWN
SHEET NO.

1135 103 STREET
DOCKING FACILITY
PROJECT

Bay Harbor Islands, Florida

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Issue # Issue Date

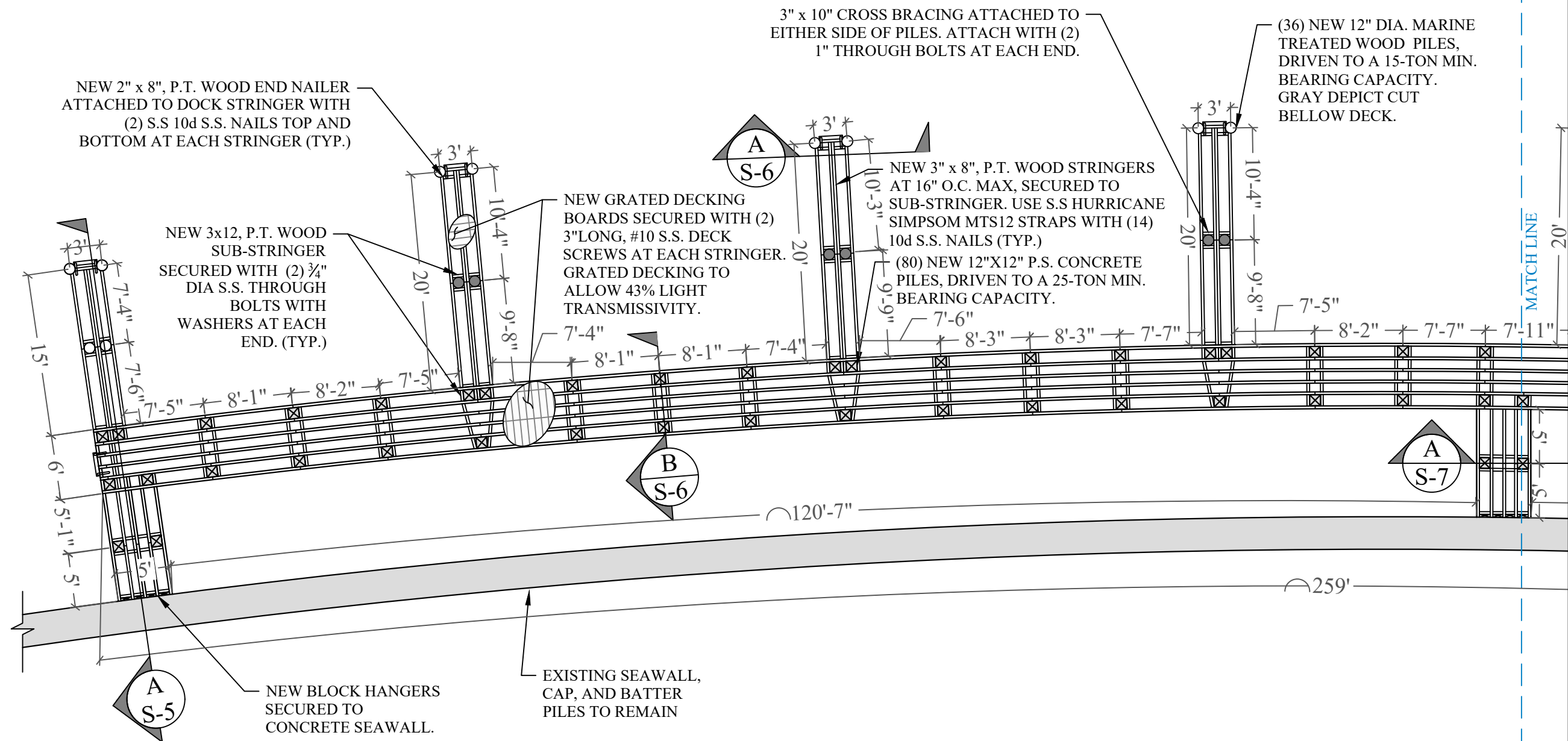
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PROJECT: 16-5865

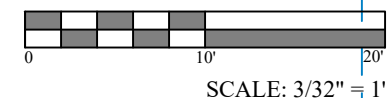
DOCK FRAMING PLAN

SCALE : AS SHOWN
SHEET NO.

S-4.1



DOCK FRAMING PLAN



1135 103 STREET
DOCKING FACILITY
PROJECT

Bay Harbor Islands, Florida

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PROJECT: 16-5865

DOCK FRAMING PLAN

SCALE : AS SHOWN
SHEET NO.

S-4.2

12" DIA. MARINE
WOOD PILES,
A 15-TON MIN.
CAPACITY.
GRAY
DEPICT CUT
BELOW DECK.

NEW 2" x 8", P.T. WOOD END NAILER
ATTACHED TO DOCK STRINGER WITH
(2) S.S 10d S.S. NAILS TOP AND
BOTTOM AT EACH STRINGER (TYP.)

(36) NEW 12" DIA. MARINE TREATED
WOOD PILES, DRIVEN TO A 15-TON
MIN. BEARING CAPACITY. GRAY
DEPICT CUT BELOW DECK.

3" x 10" CROSS BRACING
ATTACHED TO EITHER SIDE OF
PILES. ATTACH WITH (2) 1"
THROUGH BOLTS AT EACH END.

NEW 3x12, P.T. WOOD
SUB-STRINGER SECURED WITH
(2) 3/4" DIA S.S. THROUGH
BOLTS WITH WASHERS AT
EACH END. (TYP.)

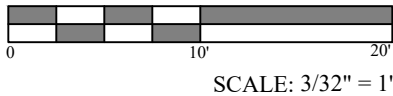
NEW 3" x 8", P.T. WOOD
STRINGERS AT 16" O.C. MAX,
SECURED TO SUB-STRINGER.
USE S.S HURRICANE SIMPSOM
MTS12 STRAPS WITH (14) 10d
S.S. NAILS (TYP.)

(80) NEW 12"X12" P.S.
CONCRETE PILES, DRIVEN
TO A 25-TON MIN.
BEARING CAPACITY.

NEW BLOCK HANGERS SECURED
TO CONCRETE SEAWALL.

EXISTING SEAWALL,
CAP, AND BATTER
PILES TO REMAIN

DOCK FRAMING PLAN



1135 103 STREET
DOCKING FACILITY
PROJECT

Bay Harbor Islands, Florida

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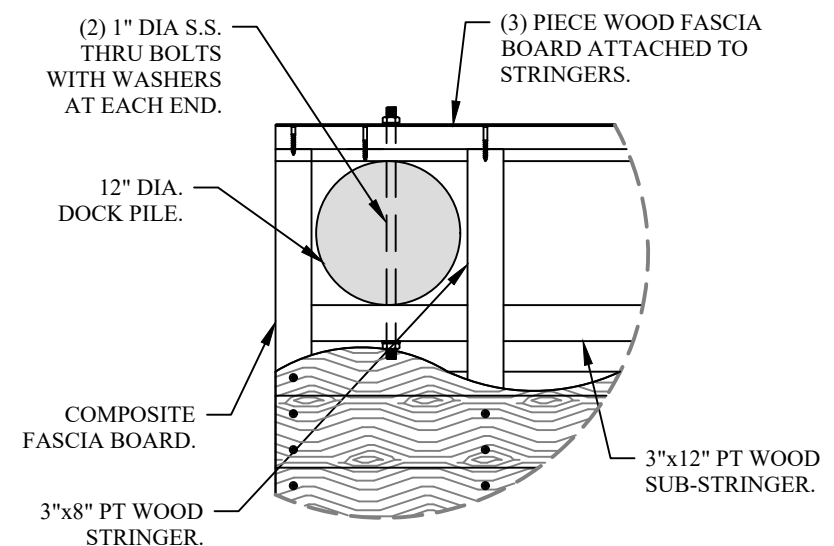
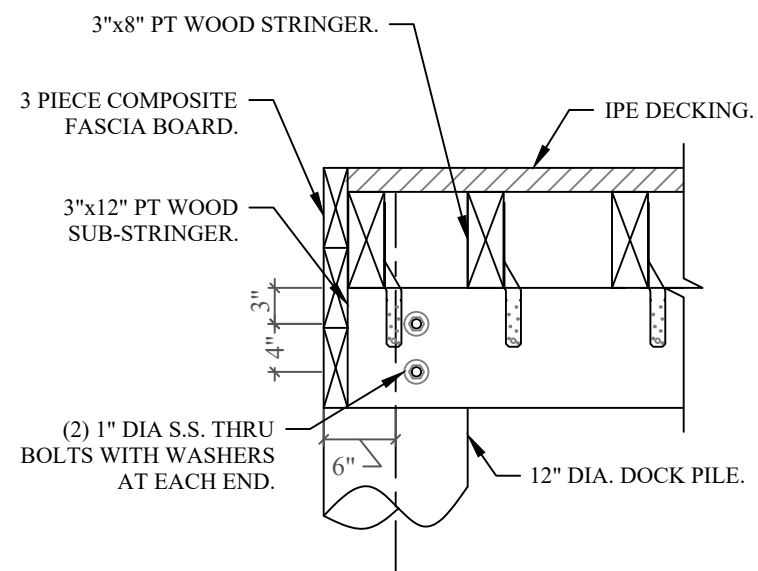
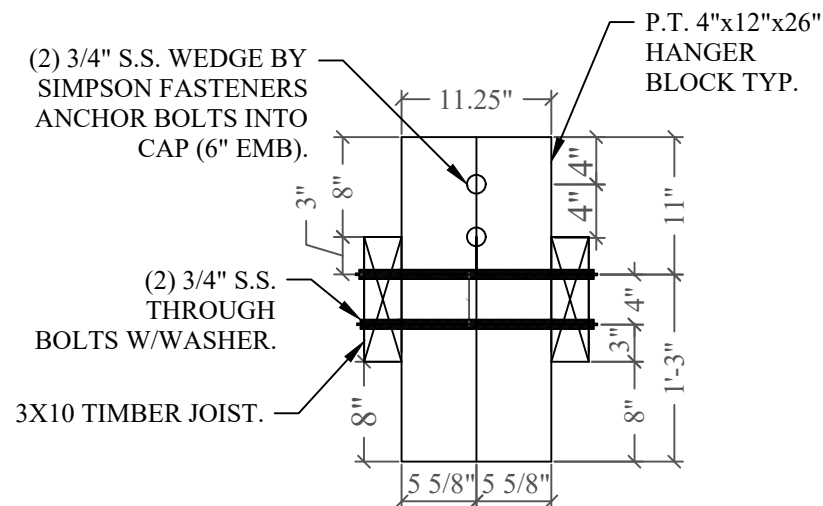
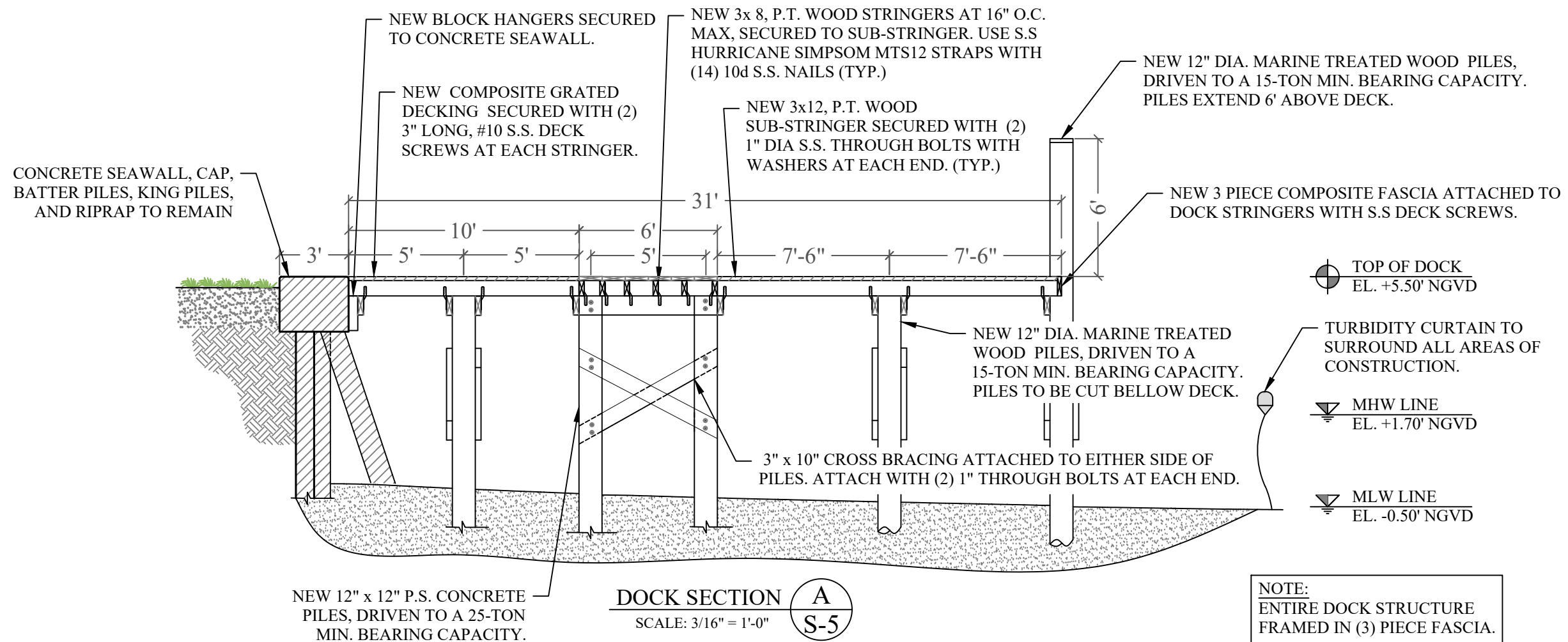
PROJECT: 16-5865

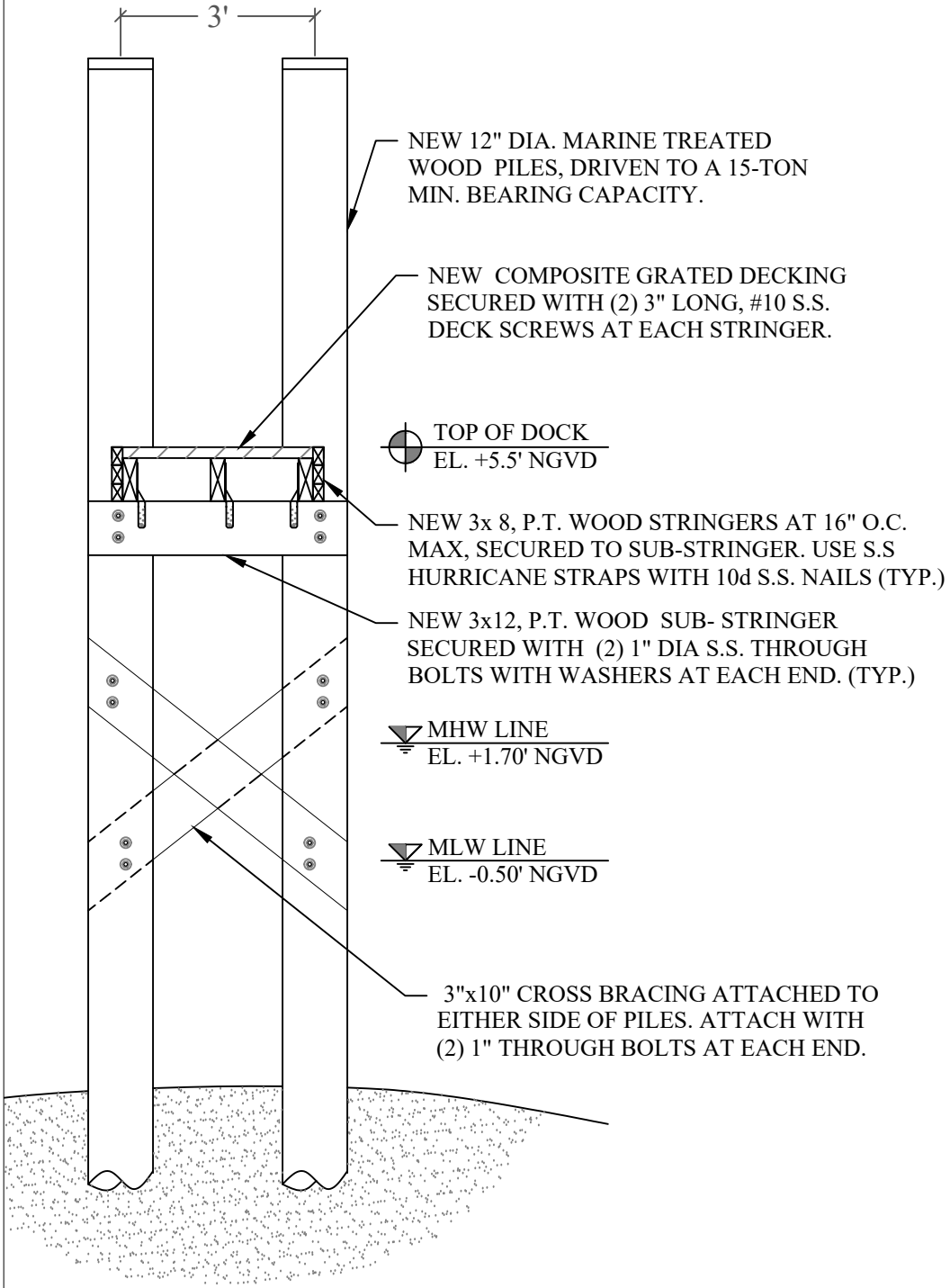
TYPICAL DOCK SECTION
AND DETAILS

SCALE : AS SHOWN

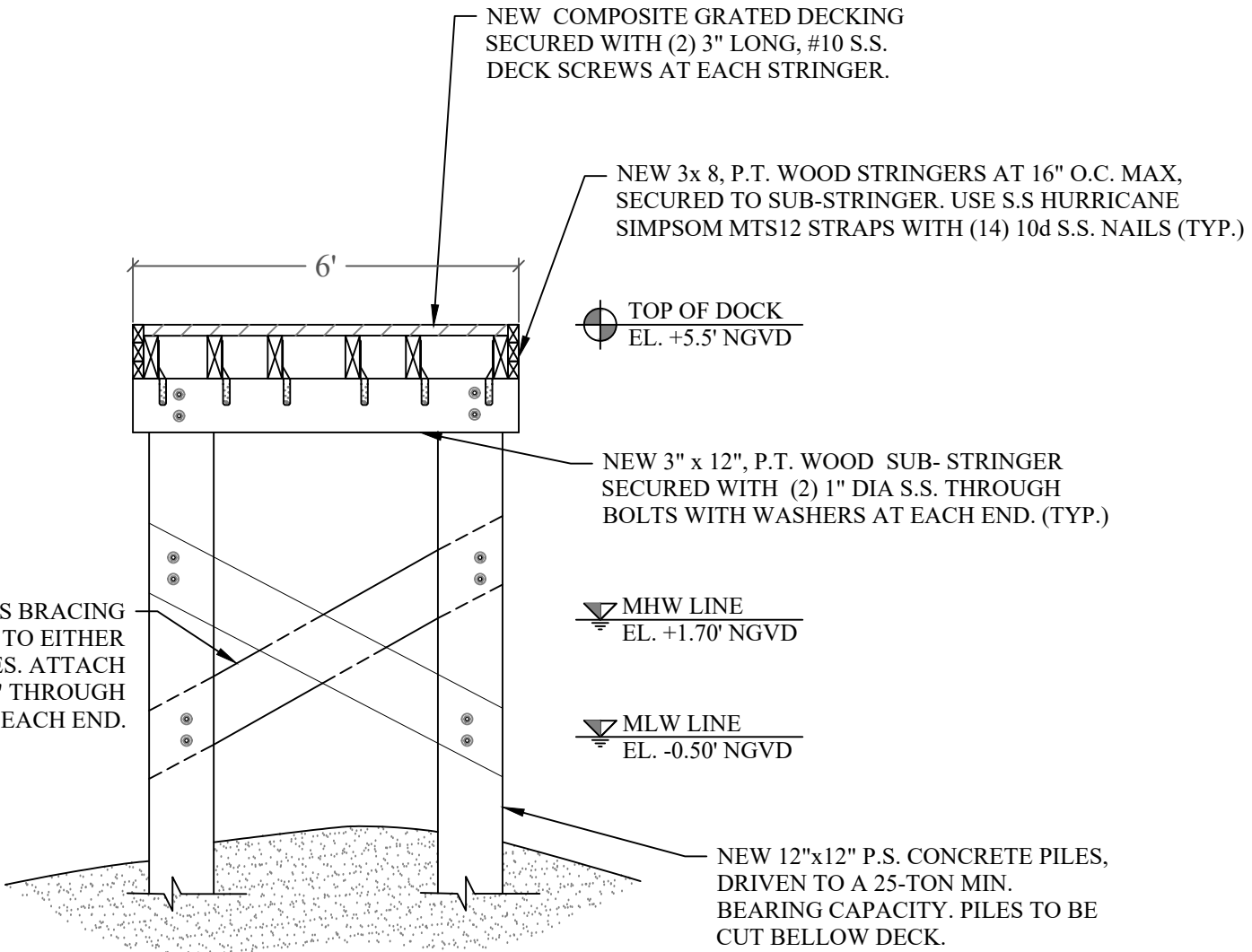
SHEET NO.

S-5





TYPICAL FINGER PIER SECTION **A**
SCALE: 3/8" = 1'-0" **S-6**



TYPICAL FINGER PIER SECTION **B**
SCALE: 3/8" = 1'-0" **S-6**

**1135 103 STREET
DOCKING FACILITY
PROJECT**

Bay Harbor Islands, Florida

CLIENT:

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PE 52733, CA 26829

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① January 20, 2023 - VD

PROJECT: 16-5865

FINGER PIER SECTION

SCALE : AS SHOWN
SHEET NO.

S-6

1135 103 STREET
DOCKING FACILITY
PROJECT

Bay Harbor Islands, Florida

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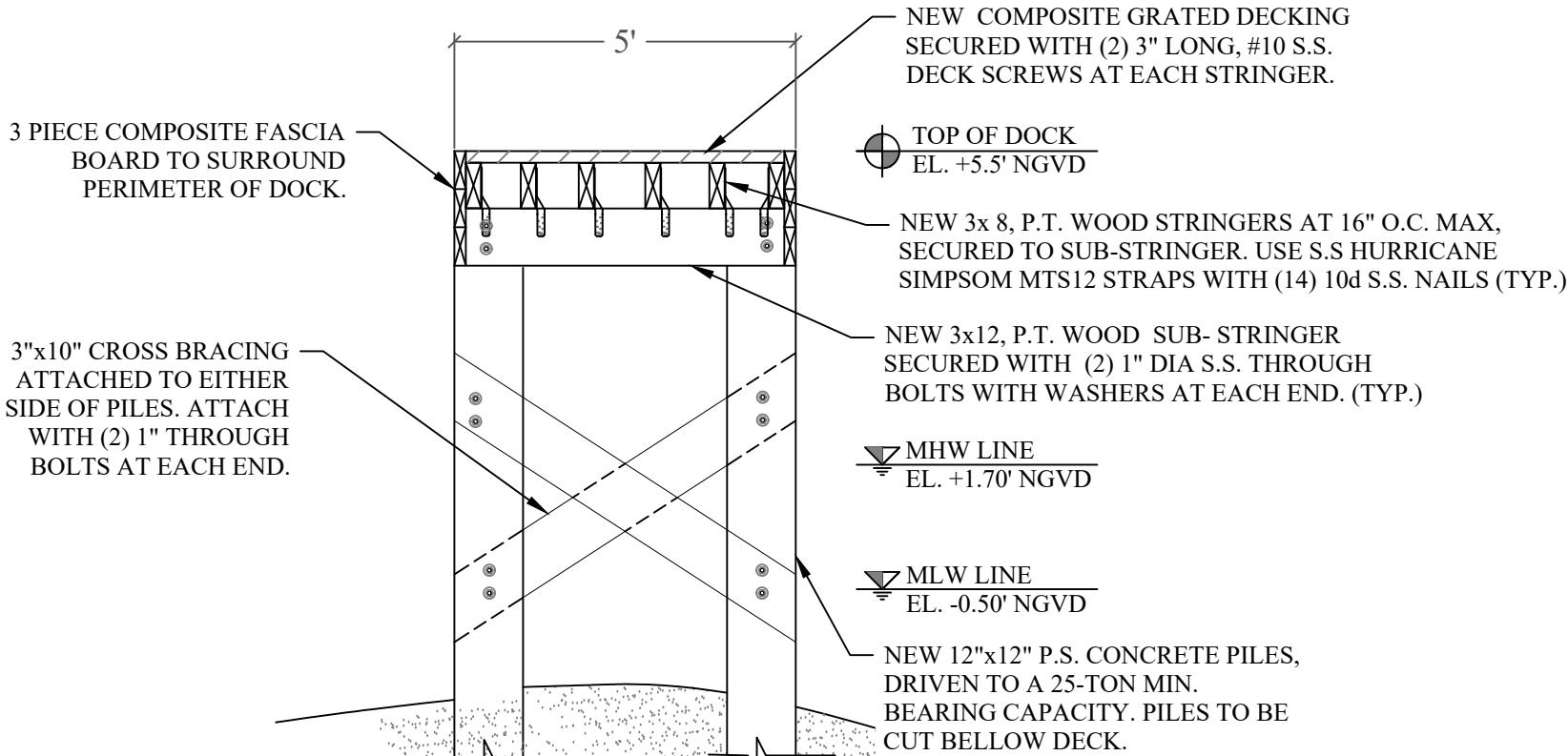
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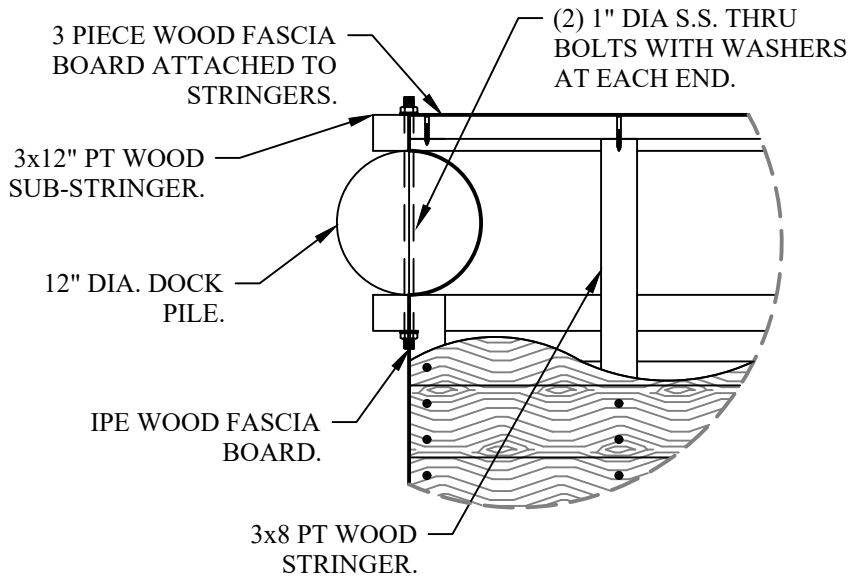
TYPICAL DOCK SECTION
AND DETAILS

SCALE : AS SHOWN
SHEET NO.

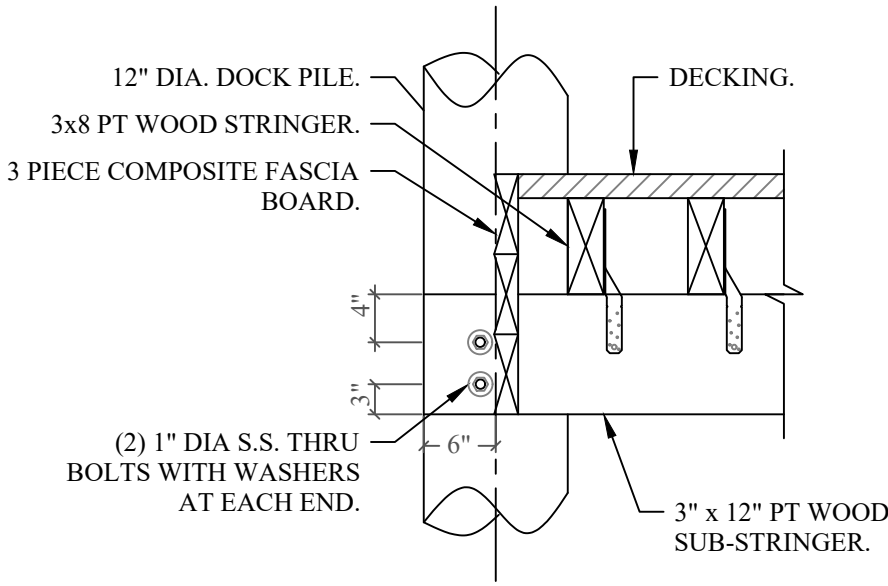
S-7



TYPICAL FINGER PIER SECTION A
SCALE: 3/8" = 1'-0" S-7



TYPICAL DOCK EDGE PLAN DETAIL 1
SCALE: 3/4" = 1'-0" S-7



TYPICAL DOCK EDGE DETAIL 2
SCALE: 3/4" = 1'-0" S-7

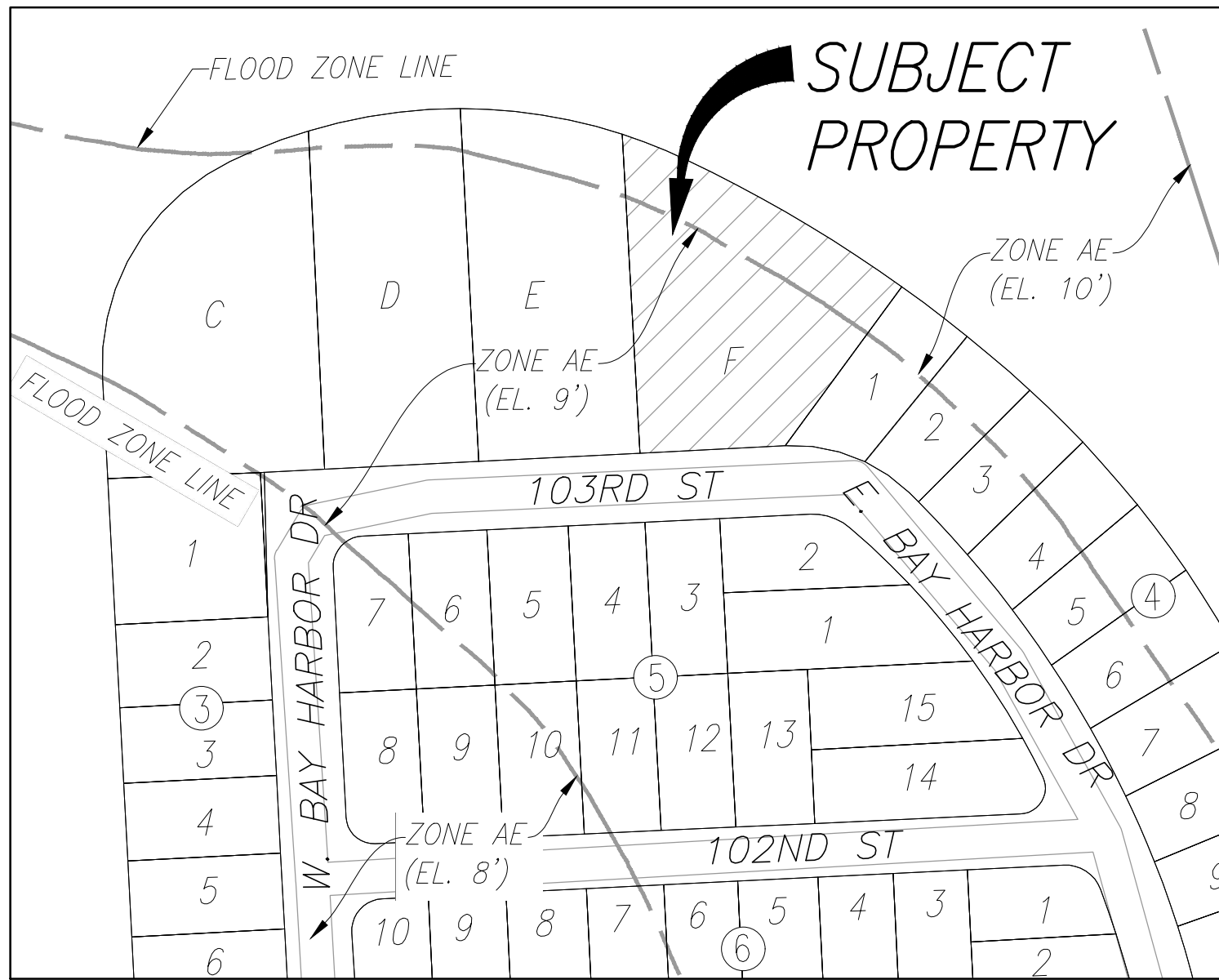
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-S INLET
P-S INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
SAWTOOTH SEWER CLEANOUT
SAWTOOTH SEWER MANHOLE
SEWER CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (S.O. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING
STREET LIGHT BOX
TREE

ABBREVIATIONS:

R denotes RADII
A denotes BEARING ANGLE
L denotes ARC DISTANCE
T denotes TANGENT DISTANCE
PCP denotes PERMANENT CONTROL POINT
PRM denotes PERMANENT REFERENCE MONUMENT
PB denotes PLAT BOOK
PO denotes POINT
POB denotes POINT OF BEGINNING
POC denotes POINT OF COMMENCEMENT
POB denotes POINT OF BEGINNING
OHP denotes OVERHEAD UTILITY WIRES
OR denotes OFFICIAL RECORDS BOOK
PC denotes POINT OF CURVATURE
CBS denotes CONCRETE BLOCK STRUCTURE
CORG denotes CONCRETE
CLF denotes CHAINLINK FENCE
MF denotes METAL FENCE
WF denotes WOOD FENCE
FTE denotes FINISH FLOOR ELEVATION
F.P.L. denotes FOUND IRON PIPE
S.F.P. denotes SET IRON PIPE & LB-ST CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-ST NAIL & BRASS DISC
CORR denotes CORRUGATED IRON PIPE
CL denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR denotes ENCROACHMENT
D.C. denotes DEPRESSIONED CURB
PL denotes PLANTER
B.S. denotes BUS SHELTER
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
C.M.F. denotes CORRUGATED METAL PIPE
P.L. denotes PROPERTY LINE
D. denotes DEED DISTANCE
L. denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — FIBER OPTIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
WM — WATER
L.A.R. — LIMITED ACCESS RIGHT OF WAY LINE



Scale: 1"=150'
A PORTION OF SECTION 27-52S-42E, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION

TRACT "F" OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N89°57'41"E ALONG THE NORTH RIGHT-OF-WAY LINE OF 103rd STREET BETWEEN WEST BAY HARBOR DRIVE AND EAST BAY HARBOR DRIVE.
- LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
- AREAS OF THE PROPERTY DESCRIBED HEREON IS ± 52,567 SQ. FT. (± 1.207 ACRES).
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
- THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 9') AND FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 10'). PER FLOOD INSURANCE RATE MAP NO. 12086C0144L, COMMUNITY NO. 120637, PANEL NO. 0144, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
- VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
- THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
- SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS-OF-WAY REFLECTED AS EXCEPTION IN TITLE COMMITMENT FILE NO.: 859767-MIA ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JULY 05, 2017 AT 8:00 A.M.
- THIS SITE CONTAINS 9 PARKING SPACES THAT ARE PARTIALLY INTO THE PROPERTY AND PARTIALLY INTO THE RIGHT-OF-WAY OF 103rd STREET.
- MIAMI-DADE COUNTY PROPERTY APPRAISER FOLIO NO.: 13-2227-001-6770
- ADDRESS: 1135 103RD STREET BAY HARBOR ISLANDS, FL 33154
- ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
- BENCHMARKS:
MIAMI-DADE BENCHMARK, NAME R-243, LOCATOR 2225 W.
LOC1: 96 ST (KANE CONCOURSE) — 5' NORTH OF NORTH CURB LINE.
LOC2: E. BROADVIEW DRIVE — 150'4" — EAST OF C/L
BM DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE
ELEVATION=6.61' N.G.V.D. 29

NOTES REGARDING SCHEDULE B-SECTION 2

(AS REFLECTED AS EXCEPTION IN TITLE COMMITMENT (FILE NO.: NCS-859767-MIA/ CUSTOMER REF: BAY HARBOR), ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 05, 2017 AT 8:00 A.M.

- MATTERS SHOWN ON PLAT OF BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46, PAGE 5. (SHOWN)
- EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 9010, PAGE 551. (BLANKET EASEMENT)
- INTENTIONALLY DELETED
- EASEMENT RECORDED IN BOOK 30485, PAGE 1478. (SHOWN)

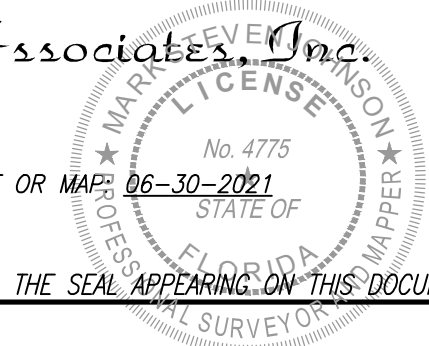
SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS

THAT THIS "BOUNDARY SURVEY & TOPOGRAPHIC SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS AS CONTAINED IN RULES 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

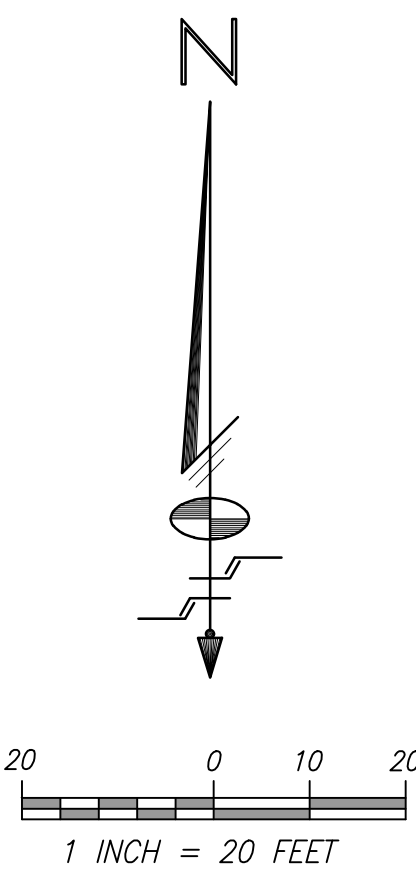
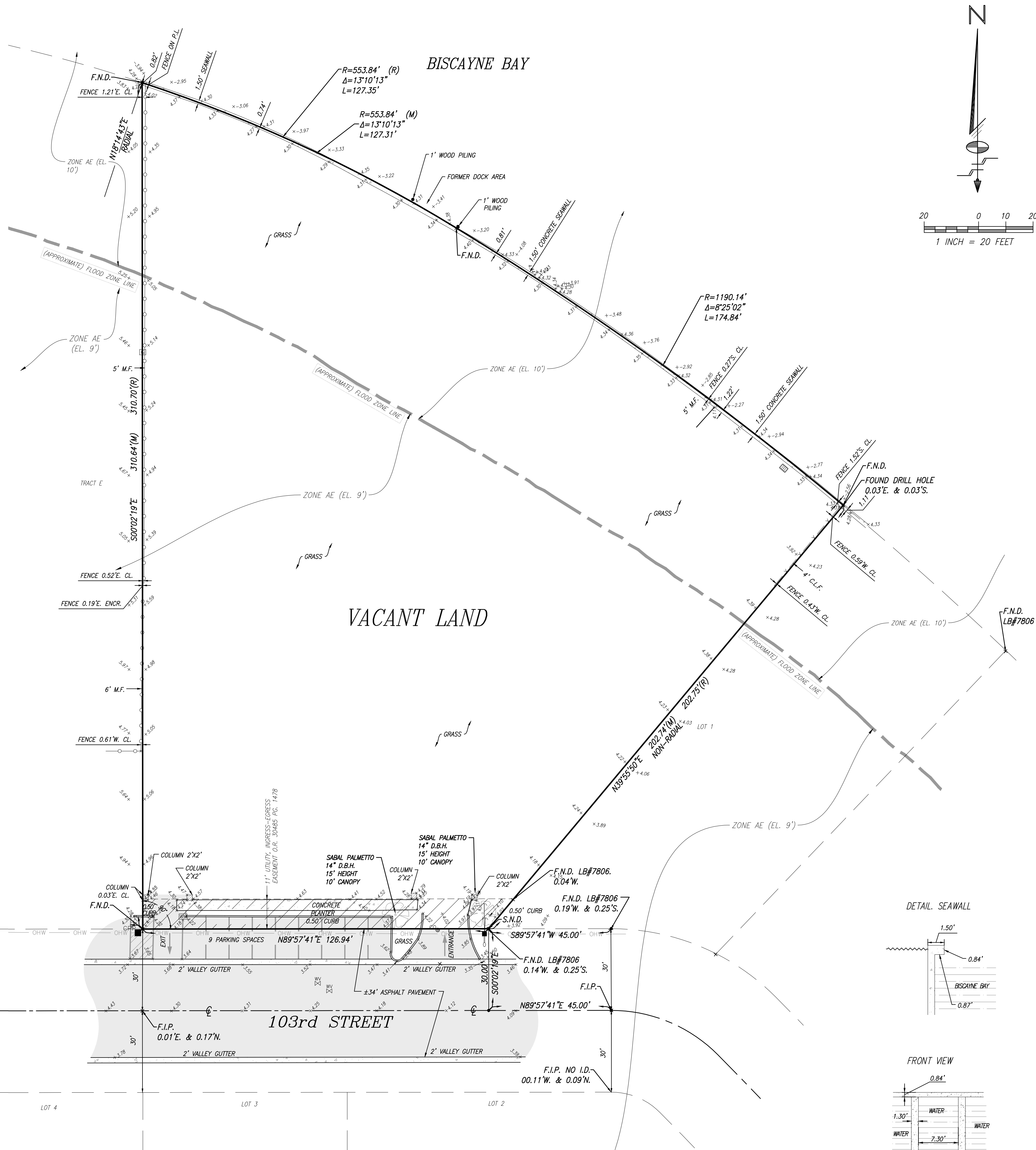
By: Mark Steven Johnson, DATE OF PLAT OR MAP: 06-30-2021
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR NO. 4775
STATE OF FLORIDA.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

CERTIFIED TO:

- MORABITO HOLDING LLC
- FIRST AMERICAN TITLE INSURANCE COMPANY
- P3 INVESTMENTS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- APOLLO BANK, ITS SUCCESSORS AND ASSIGNS
- BH INVESTMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY



ALTA/NSPS LAND TITLE SURVEY

REVISIONS

Rev.	Order No.	Field Book	Remarks
1	07/26/17	07/26/17	Initial Survey
2	07/26/17	07/26/17	Additional Survey
3	07/26/17	07/26/17	Additional Survey
4	07/26/17	07/26/17	Additional Survey
5	07/26/17	07/26/17	Additional Survey
6	07/26/17	07/26/17	Additional Survey
7	07/26/17	07/26/17	Additional Survey
8	07/26/17	07/26/17	Additional Survey
9	07/26/17	07/26/17	Additional Survey
10	07/26/17	07/26/17	Additional Survey

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS
3340 CORPORATE WAY, MIAMI, FLORIDA 33025
TEL: (954) 436-7010 FAX: (954) 436-3288

CERTIFICATE OF INFORMATION
No. LB-87

Drawn By: J.H.F. Date: 06-14-2017
Surveyed By: J.H.F. Date: 06-03-2017
Order No. 202176 F.B. No.: 2828
File No. AJ-5524

Checked By: M.S.J. Date: 06-14-2017
Scale: AS SHOWN
Sheet 1 of 1 Sheet(s)

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Section 27, Township 52 South, Range 42 East, Miami-Dade County, Florida

AJ-5524

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 8.

ITEM: Approval or Denial of variance requests for the property located at 1135 103rd Street. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five (5) Council Members is necessary in order to grant the variances requested, and decision of the Town Council is final. If the requests are granted, the decision of the Town Council shall be recorded in a Resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami-Dade County Code, The Florida Building Code, FEMA, or any other applicable governing agencies.

DESCRIPTION:

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an Ordinance on First Reading amending Sections 18-1 through 18-4 of the Town Code delegating the authority for issuance of Permits for work in the Public Right-of-Way from the Town Clerk to the Town Engineer. Enclosed is a copy of the proposed Ordinance and code provision.

DESCRIPTION:

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Ordinance - Work in Public Right-of-Way
2.	Chaper 18, Article 1, Town Code

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18, ARTICLE 1 OF THE TOWN CODE ENTITLED “STREETS AND SIDEWALKS”, REVISING SECTIONS 18-1 THROUGH 18-4 PERTAINING TO THE ISSUANCE OF PERMITS FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND AN EFFECTIVE DATE.

WHEREAS, Chapter 18 of the Town Code set forth the requirements for obtaining a Permit allowing for entry upon any Public Right-of Way located within the Town of Bay Harbor Islands for the purposes of performing work; authorizing the issuance of the Permits for such entry; and delegating the task of issuing such Permits; and

WHEREAS, the ordinance delegates the task of issuing Permits for work in the Public Right-of-Way to the Town Clerk; and

WHEREAS, the Town Council desires to revise Sections 18-1 through 18-4 of the Town Code to move the authority of issuing Permits in the Public Right-of-Way to the Town Engineer’s Department.

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 18, Sections 18-1, 18-2, 18-3, and 18-4 of the Town Code are hereby amended as indicated by deletion and addition as indicated below:

ARTICLE I. - IN GENERAL

- **Sec. 18-1. - Permit to perform work on—Required; bond.**

No person shall perform any work upon street right-of-way or street parking area located within the town without having first obtained a permit for such work from the ~~town clerk~~ Town Engineer and having posted a bond in an amount to be determined by the town clerk approximately equal to one and one-half times the cost of the work and conditioned upon compliance with the applicable provisions of this chapter. (Ord. No. 157, § 1, 12-11-61)

- **Sec. 18.2. - Same—Fee to be collected.**

The ~~town clerk~~ Town Engineer shall charge and collect fees for permits granted for such work according to the town's permit fee schedule. (Ord. No. 157, § 2, 12-11-61)

- **Sec. 18-3. - Same—Duration.**

The time to complete the work for which a permit has been issued shall be limited to the period stipulated on the permit. Extensions of time may be granted by the ~~town clerk~~, Town Engineer provided a request is received prior to expiration of the time limit. (Ord. No. 157, § 3, 12-11-61)

- **Sec. 18-4. - Same—Waiver of fee.**

The ~~town clerk~~ Town Engineer shall waive a permit fee for all work performed by a governmental agency or utility company whether this work is performed by employees of the agency or company or by a private firm, partnership, or corporation under contract to the governmental agency or utility company. The requirement for obtaining the permit will not be waived. (Ord. No. 157, § 4, 12-11-61)

- **Sec. 18-5. - Same—Repair of damaged property.**

Street pavements, including, but not limited to curbs, gutters, manholes, catch basins, striping, or other town property damaged by any work, shall be promptly repaired by the holder of the permit. All repairs shall be performed so as to equal condition of the subject matter in accordance with the town's specifications. The town shall supply to the permit holder the exact specifications of the subject matter and the permit holder shall comply with such specifications. (Ord. No. 157, § 5, 12-11-61)

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.

PASSED on First Reading this ____ day of March 2023.

PASSED AND ADOPTED on Second Reading this ____ day of ____ 2023.

By: _____
Joshua D. Fuller
Mayor

ATTEST:

Yvonne P. Hamilton
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

ARTICLE I. - IN GENERAL

- **Sec. 18-1. - Permit to perform work on—Required; bond.**

No person shall perform any work upon street right-of-way or street parking area located within the town without having first obtained a permit for such work from the town clerk and having posted a bond in an amount to be determined by the town clerk approximately equal to one and one-half times the cost of the work and conditioned upon compliance with the applicable provisions of this chapter. (Ord. No. 157, § 1, 12-11-61)

- **Sec. 18.2. - Same—Fee to be collected.**

The town clerk shall charge and collect fees for permits granted for such work according to the town's permit fee schedule.

(Ord. No. 157, § 2, 12-11-61)

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The time to complete the work for which a permit has been issued shall be limited to the period stipulated on the permit. Extensions of time may be granted by the town clerk, provided a request is received prior to expiration of the time limit.

(Ord. No. 157, § 3, 12-11-61)

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The town clerk shall waive a permit fee for all work performed by a governmental agency or utility company whether this work is performed by employees of the agency or company or by a private firm, partnership or corporation under contract to the governmental agency or utility company. The requirement for obtaining the permit will not be waived. (Ord. No. 157, § 4, 12-11-61)

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AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on First Reading modifying Section 23-11(A)(6) of the Town Code to increase the allowable building height in the RD Single-Family Residential District. Sponsored by Mayor Joshua Fuller. Enclosed are the Town Planner's Staff Report, the proposed ordinance, and a sample Building Height Table.

DESCRIPTION:

The proposed ordinance seeks to amend Section 23-11(A)(6) of the Town Code as follows. New information indicated by underlining and deletion by ~~striketrough~~.

(6) Height limits.

a. No building in the RD-Single Family area, shall exceed two and one-half stories or ~~25~~ 30 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and ~~a maximum height of 30 feet~~ on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

- i. On all lots in the RD-Single Family district: 15 feet from each side property line.
- ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.
- iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.
- iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.
- v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.
- vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

"No building in the RD Single-Family area, shall exceed two and one-half stories or 30 feet (instead of the current 25 feet) in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state, or county flood control laws or regulations.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Joshua Fuller, Mayor

ATTACHMENTS

1.	BHI TC Staff Report SFR Bldg Hgt Feb 28 2023
2.	Ordinance-Single Family Residence Building Height
3.	BHI SFR Bldg Hgt Sample Table Feb 2023 (003)

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Joseph S. Geller, Esq. - Town Attorney
Yvonne P. Hamilton, CMC – Town Clerk

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

Date: February 28th, 2023

Subject: Town Councilmember Request (Mayor Fuller)
Possible Amendment to the Zoning & Planning Code
Single-Family Building Height – Adjustment for Flood Sustainability
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

Recently Town staff / MMPA discussed an issue with a councilmember concerning FEMA / FBC flood requirements and the current building height allowances for single-family homes in the Town. A concern was raised about the difficulty of obtaining flood / homeowner insurance in general and specifically in low-lying coastal areas like the Town. Expected sea-level rise and hurricane sea water surge, as was evident last fall along the west coast of Florida, has alerted communities to restudy and adjust their Codes to make buildings safer and less flood prone.

Since the Town created its initial Zoning Code in 1957 there has been specific standards included upon which building height is measured and allowed. The earliest method was to allow building heights "X" feet (varied by district) above the average crown of the adjoining roadways. The typical roadway crowns (centerlines) in the Town are only about 4.5' - 5.0 NGVD (above average sea level). The pre-FEMA era standard was the lowest habitable floor had to be at least 18" above the crown of road. Later after FEMA came into existence in 1979 and Flood Insurance Rate Maps (FIRM) flood maps were created, the Town's building height measurement was changed to "minimum flood elevation" which was unclear, as no flood agency standard was referenced. In the mid-2000s the Town studied / updated many of its earlier land development regulations to modernize them and add clarity, as redevelopment was beginning to occur and several important events occurred related to land development, such as the Comprehensive Plan, the citizen adopted 75-foot Charter height limit and clarifying litigation, and urban design studies of the overall Town (community visioning) and downtown area.

**Town of Bay Harbor Islands
Town Council Staff Report
Possible Land Development Regulation (LDR) Code Amendment
Single-Family Building Height – Adjustment for Flood Sustainability
February 28th, 2023
Page 2**

In 2005 the Town updated its Code to better define how one measures building height measurement (using FEMA FIRM flood criteria) and a listing of those accessory rooftop structures that are allowed above the maximum base height (chimneys / railings & walls / recreation / etc.) was adopted. Since that time the Town has measured allowable building height from the current FEMA Flood Insurance Rate Map (FIRM) Base Flood Elevations (BFE). This worked very well and has created certainty in measuring building height to all parties for many years. Currently the Town has three (3) FEMA FIRM designations – West Island = AE 8.0' / East Island portions are AE 8.0' / AE 9.0' or AE 10.0' NGVD. A FEMA FIRM map update is now being reviewed and is planned to be adopted in 2023 (timeframe uncertain). This means that all new development must be built with the lowest habitable finished floor elevation (FFE) ranging from 3'-5' above the existing adjoining crown of road. According to NOAA the sea level elevation at Haulover Inlet has risen about 9.63 inches in the last 100 years. It is widely believed sea level will continue to increase but no one knows for sure and at what rate. The latest SLOSH models for South Florida indicate that increases in sea level are expected sooner and various flood scenarios are projected – if an increase of 3'+/- occurs the Town will experience significant flooding that will affect the Town's infrastructure first (roads / utilities).

FEMA is a very conservative agency as are the insurance companies that must pay for flood damages. Even though FEMA is the recognized so-called experts in national disasters / flooding issues, in 2017 the State of Florida modified the Florida Building Code (FBC) to add one (1') additional foot of so-called "freeboard" to the FEMA requirements (6th Edition). Therefore, since 2017 all new development is being built 4'-6' above the existing roadways which is why most new development is filling lots and building retaining walls around their sites to avoid steep grade differences with neighbors and for on-site drainage.

Since the Town had measured allowable building height from only the FEMA FIRM elevations (BFE), and the FBC 1' of freeboard has been mandatory since 2017, the interior habitable height from the lowest first floor to the highest allowed roof elevation has been "shorted" 1-foot. This issue has been discussed repeatedly with architects, developers, and property owners as the loss of height can affect the usable interior space. The Town also desires taller interior floor spans (9' min.) so this affects the interior building design negatively. In March of 2022 the Town finally amended its Zoning Code to allow building height to be measured from the current FEMA FIRM flood elevation plus any FBC required freeboard (currently 1'). Many other communities have also modified their Zoning Codes to adjust for the additional FBC 1' of freeboard. In fact, as an example the nearby community of Bal Harbour Village held a referendum on Nov. 2020 (required by their Charter) that was overwhelming supported and recently modified their Zoning Code to adjust for the FBC 1' of freeboard for determining allowable building height.

The main objective of the councilmember's inquiry was related to sea level rise to better protect habitable areas from flooding, including possible additional freeboard requirements. As part of the conversation a question was asked about the current Town building height limits for single-family homes – which is 25' and 2½ stories (half story for lofts / mezzanines) – as compared to other communities. If a home has a sloped roof (vs. a flat roof) an allowance is already included to measure at the mid-point of the sloped roof as an encouragement. MMPA was requested to research comparable local municipal Codes as to their allowable single-family building heights and prepare data for the Town to consider.

SUMMARY

In earlier times prior to FEMA flood requirements, building height was traditionally measured from the adjoining average crown of road(s). In 2005 the Town modified its Code to allow building height to be measured from the current FEMA FIRM flood elevations, as the lowest habitable floors had to meet their requirements. Since 2017 the FBC has required 1' of freeboard in addition to the FEMA requirements. This issue was discussed repeatedly with architects, developers, and property owners as the loss of height can affect the usable interior space. In March of 2022 the Town amended its Zoning Code to allow building height to be measured from the current FEMA FIRM flood elevation plus any FBC required freeboard (currently 1'), as many other communities were doing. As related to expected sea level rise and possible hurricane flood surge the Town leaders need to think about how this could affect the Town in the future. One such issue is ensuring that habitable areas are protected reasonably from flooding – FEMA and the FBC address this to a degree based on their modeling scenarios. As related to allowable building height, the survey of other communities reveals that the Town is at the lower end of allowable building height for single-family homes. Due to the recent more exclusiveness of the Town - where larger homes are desired and being built - perhaps an adjustment should be considered to be comparable to other similar communities.

As requested, MMPA has prepared a data table with sample building height information, and a draft Ordinance for discussion. The building height increase noted in the draft Ordinance was suggested by the councilmember and could be adjusted based on consensus.

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 ALLOWABLE BUILDING HEIGHT IN THE RD SINGLE FAMILY AREA; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE 1 ENTITLED ZONING REGULATIONS; AMENDING SECTION 23-11 ENTITLED LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 23-11(A)(6) TO INCREASE THE ALLOWABLE BUILDING HEIGHT TO ADJUST FOR POTENTIAL FLOODING AND OCCUPANT USABILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the Town's current Zoning and Planning Code provisions pertaining to the allowable building height in the RD Single-Family Residential District, and find that certain modifications are necessary and desirable to regulate such height; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-11(A) to increase the allowable building height in the RD Single-Family District, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Strike-Through = Delete / Underline = New Text

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

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

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

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

PASSED on First Reading this ____ day of _____, 2023.

PASSED on Second Reading this ____ day of _____, 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”

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

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-11. - Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) RD-Single Family Area:

(1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

(2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or ~~25~~ 30 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and ~~a maximum height of 30 feet~~ on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

i. On all lots in the RD-Single Family district: 15 feet from each side property line.

ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.

iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.

iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.

v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.

vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

(7) Building articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc., must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50 percent of the length of all elevations of the main house and any accessory structures.

(8) Open space requirements.

a. Each plot shall provide for a minimum of 35 percent open space at ground level for one-story homes. Each plot shall provide for a minimum of 40 percent open space at ground level for homes with any portion of the home above one story.

b. Each plot shall provide for a minimum of 50 percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the 50-percent landscaping requirement. Within front setback

Strike-Through = Delete / Underline = New Text

areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.

(9) Second story building area restrictions. For residences designed as two-story structures, the second story shall not exceed 80 percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned/non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the Design Review Board. Notwithstanding the above, the Design Review Board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house façades to break the massing of the structure.

TOWN OF BAY HARBOR ISLANDS
SINGLE-FAMILY HOME BUILDING HEIGHT
MUNICIPAL SAMPLE COMPARISON TABLE

<u>Municipality</u>	<u>Bldg. Hgt.</u>
Aventura	2 stories / 30'
Bal Harbour Village	2 stories / 35' waterfront / 30' dry lot
Boca Raton	25' – 35' for sloped roof (no # of stories)
Delray Beach	26' (no # of stories)
Fort Lauderdale	35' (no # of stories)
Golden Beach	27.5' – 30' based on lot width (no # of stories)
Hallandale Beach	30' (no # of stories)
Hillsboro Beach	35' (no # of stories)
Lighthouse Point	2 stories / 34.5'
Miami Beach	28' flat roof / 31' sloped roof (no # of stories)
North Miami	35' (no # of stories)
Ocean Ridge	24' for 1 story / 36' for 2-story
Sunny Isles Beach	35' (no # of stories)
Surfside	30' (no # of stories)

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 11.

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. The amendments to the ordinance on First Reading seek to remove 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.

The ordinance was heard on First Reading on January 11, 2023 and passed 6-1 with Mayor Fuller opposing. At Second Reading on February 1st, the item was deferred for further revisions.

RECOMMENDED ACTION:

Council's 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
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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. Town 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

March 8, 2023

ITEM NUMBER: 12.

ITEM: Consideration and Approval of a Resolution amending the Building Permit Fee Schedule set by Resolution No. 2270 to establish a reduced fee for applicants that choose to use a "Private Provider" for Building Plan Review and Inspections, as per Florida Statutes, Section 553.791. Enclosed is a copy of the fee schedule and legislation.

DESCRIPTION:

A private provider is a company that can conduct plan review and/or inspections for a project. According to the Statute, the local jurisdiction must calculate the cost savings to a local enforcement agency, based on a property owner or contractors hiring of a private provider in lieu of the local building official, and reduce the permit fees accordingly. Because the legislation provides very limited guidance, staff has contacted other jurisdictions in this vicinity to see what they have adopted. After reviewing what other jurisdictions are doing, staff is recommending a 20% reduction for Plan Review and inspections performed by a Private Provider and 10% reduction for Plan Review performed by the Town and inspected by a "Private Provider".

This discount would not apply to fees for standalone trade permits, such as mechanical, electrical, plumbing, etc.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution- Building Permit Fee Schedule Revision-Private Providers
2.	EXHIBIT A - Revised Building Department Fee Schedule
3.	Fla. Stat. 553.791 - Alternative Plan Review and Inspection

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING THE FEE SCHEDULE OUTLINED IN RESOLUTION NO. 2270 TO ESTABLISH A REDUCED FEE FOR APPLICANTS THAT HIRE A “PRIVATE PROVIDER” FOR PLAN REVIEW AND BUILDING INSPECTIONS AS SPECIFIED IN FLORIDA STATUTES, SECTION 553.791; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

WHEREAS, Florida Statute, Section 553.791, allows the fee owner of a building or structure, or the fee owner’s contractor to utilize the services of Private Providers to perform Building Code Plan Review and Inspections; and

WHEREAS, the regulations require local jurisdictions to reduce the permit fee, when an owner or contractor retains a private provider for purposes of plans review or building inspection services; and

WHEREAS, the Town’s professional staff recommends a 20% reduction for Plan Review and inspections performed by a Private Provider and 10% reduction for Plan Review performed by the Town and inspected by a “Private Provider” as indicated in the attached Fee Schedule by underlining; and

WHEREAS the Town Council desires to revise the Building Department Fee Schedule to establish a reduced fee for applicants who choose to use a “Private Provider” for Building Plan Review and Inspections, as per Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that the Building Department Activities fee schedule attached hereto as Exhibit A and incorporated herein is hereby adopted, pursuant to Section 5-6(b) of the Town’s Code of Ordinances.

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

SECTION 2. The Town Council hereby adopts the updated schedule of fees for Building Department activities as set forth in Exhibit A attached hereto.

SECTION 3. Resolution No. 2270 is hereby amended to adopt the Fee Schedule set forth herein.

SECTION 4. Resolutions or parts of Resolutions in conflict are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this **1st** day of **February 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

EXHIBIT A - RESOLUTION NO. _____ BUILDING DEPARTMENT-
PERMIT FEE SCHEDULE
AMENDED AS OF FEBRUARY 1, 2022

Master building permit fees will be based on the estimated cost of construction including all systems. For the purpose of determining the cost of construction and / or building estimated costs, a verified contract figure including all systems may be used to determine the construction value or the estimated construction cost computed per the latest edition of R.S. Means Square Foot Costs, as published by R.S. Means Co., Inc., whichever is greater. The estimated construction value will then be used to determine the master permit fee.	Separate sub-trade values, Electrical, Plumbing, Mechanical) shall be based on a verifiable contract amount or the estimated construction cost of work as calculated by the latest issue of R.S. Means Square Foot Costs, as published by R.S. Means Co, Inc. whichever is greater.
DESCRIPTION	FEE
PROCESSING FEE	\$25.00 MIN. \$5,001 OR MORE \$5/\$1,000 - JOB COST
UP FRONT PROCESSING FEES -(NON-REFUNDABLE)	SINGLE FAMILY - \$250.00 MULTI FAMILY / COMMERCIAL - \$1,000.00
UP-FRONT FEE IS REQUIRED AT THE TIME OF PERMIT APPLICATION, THIS FEE IS REQUIRED FOR RESIDENTIAL AND COMMERCIAL PERMITS.	30% OF PERMIT FEE
BUILDING PERMITS	
NEW CONSTRUCTION	\$150.00 MINIMUM OR 3% OF JOB COST **COPY OF CONTRACT REQUIRED
ADDITION AND OR ALTERATION TO EXISTING STRUCTURE	\$150.00 MINIMUM OR 2% OF JOB COST **COPY OF CONTRACT REQUIRED
ROLL-OFF WASTE CONTAINER	\$65.00/CONTAINER
DEMOLITION OF BUILDINGS	
SINGLE FAMILY	\$500.00
MULTI FAMILY / COMMERCIAL	\$1,500.00
SIGN PERMIT FEES MINIMUM SIGN FEE (ILLUMINATED SIGN REQUIRES AN ELECTRICAL PERMIT) For detailed sign fees see Town Code Chapter 17	\$75.00
REVIEW OF 40- YEAR RE-CERTIFICATION	\$250.00
STRUCTURAL	\$100.00/HOUR
PLAN REVIEW REVISIONS PER PAGE	\$25.00 RESIDENTIAL \$50.00 COMMERCIAL
PLUMBING PERMIT FEES	
MINIMUM PLUMBING OR GAS FEE PER PERMIT	\$150.00 MINIMUM OR 3% OF JOB COST (sub-trade value) **COPY OF CONTRACT REQUIRED
1	
ELECTRICAL PERMIT FEES	\$150.00 MINIMUM OR 3% OF JOB COST – (sub-trade value) **COPY OF CONTRACT REQUIRED
MECHANICAL PERMIT FEES	\$150.00 MINIMUM OR 3% OF JOB COST -(sub-trade value) **COPY OF CONTRACT REQUIRED
BUILDING INFORMATION LETTERS	\$25.00
CHANGE OF CONTRACTOR	\$100 FLAT FEE
LOST PLAN FEE	\$6.00 PER PAGE

DIGITIZED “JOB COPY” (PERMIT SET) SHEETS 11” X 17” OR SMALLER SHEETS LARGER THAN 11” X 17” CD BURNING OR USB	\$2.00 PER SHEET \$3.00 PER SHEET \$6.00
EXTENSION REQUEST – 180 DAYS	50% OF ORIGINAL PERMIT FEE
SEWER ALLOCATION LETTERS	\$25.00
CONSTRUCTION TRAILER	\$250.00 RENEWAL FEE - \$250 PER SIX MONTH
USE OF RIGHT OF WAY – PERMIT BOND – SEC 18-1 TOWN CODE	\$150.00 1 ½% OF JOB COST – NOT TO EXCEED \$20,000
NEW CONSTRUCTION – ZONING INSPECTION FINAL ZONING INSPECTION ZONING PLAN REVIEW	SINGLE FAMILY - \$500.00 MULTI FAMILY / COMMERCIAL - \$3,000.00 \$120.00 per hour
WORK WITHOUT PERMITS - AFTER THE FACT PERMIT	DOUBLE PERMIT FEE + \$100 FINE
PLANNING & ZONING INQUIRIES TO TOWN PLANNER	\$120 PER HOUR
PLAN REVIEW AND INSPECTIONS PERFORMED BY PRIVATE PROVIDER	20% Credit
PLAN REVIEW PERFORMED BY THE TOWN AND INSPECTIONS BY PRIVATE PROVIDER	10% Credit

Sec. 553.791, Florida Statutes

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) “Applicable codes” means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) “Audit” means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) “Building” means any construction, erection, alteration, demolition, or improvement of, or addition to, any structure or site work for which permitting by a local enforcement agency is required.

(d) “Building code inspection services” means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) “Deliver” or “delivery” means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions.

(f) “Duly authorized representative” means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard certificate under part XII of chapter 468.

(g) “Electronically posted” means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(h) “Electronic signature” means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(i) “Electronic transmission” or “submitted electronically” means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices provided for in this

section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(j) “Immediate threat to public safety and welfare” means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) “Local building official” means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) “Permit application” means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider.
2. The affidavit from the private provider required under subsection (6).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) “Plans” means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner’s contractor to a private provider or duly authorized representative for review.

(n) “Private provider” means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term “private provider” also includes a person who holds a standard certificate under part XII of chapter 468.

(o) “Request for certificate of occupancy or certificate of completion” means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.
2. A certificate of compliance from the private provider required under subsection (12).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(p) “Single-trade inspection” means any inspection focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(q) “Site work” means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(r) “Stop-work order” means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner’s contractor upon written authorization from the fee owner, may choose to use a private provider to provide building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a written contract between the private provider, or the private provider’s firm, and the fee owner or the fee owner’s contractor, upon written authorization of the fee owner. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner’s contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner’s contractor to use a private provider to also provide required building inspections.

(b) If an owner or contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The local jurisdiction may not charge fees for building inspections if the fee owner or contractor hires a private provider to perform such services; however, the local jurisdiction may charge a reasonable administrative fee.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person’s licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider’s firm.

(4) A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form to be adopted by the commission. This notice shall include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail address of each private provider who is performing or will perform such services, his or her professional license or certification number, qualification statements or resumes, and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner in substantially the following form:

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the

permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(5) After construction has commenced and if the local building official is unable to provide inspection services in a timely manner, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4)(a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

(7)(a) No more than 20 business days after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections. If the local building official does not provide a written notice of the plan deficiencies within the prescribed 20-day period, the permit application shall be deemed approved as a matter of law, and the permit shall be issued by the local building official on the next business day.

(b) If the local building official provides a written notice of plan deficiencies to the permit applicant within the prescribed 20-day period, the 20-day period shall be tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to subsection (14) or to submit revisions to correct the deficiencies.

(c) If the permit applicant submits revisions, the local building official has the remainder of the tolled 20-day period plus 5 business days from the date of resubmittal to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections. Any subsequent review by the local building official is limited to the deficiencies cited in the written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit shall be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(d) If the local building official provides a second written notice of plan deficiencies to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the deficiencies pursuant to subsection (14) or to submit additional revisions to correct the deficiencies. For all revisions submitted after the first revision, the local building official has an additional 5 business days from the date of resubmittal to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection may be performed in-person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(9) A private provider performing required inspections under this section shall provide notice to the local building official of the date and approximate time of any such inspection no later than the prior business day by 2 p.m. local time or by any later time permitted by the local building official in that jurisdiction. The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections. A deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or representative before being concealed. Reinspection or reaudit fees shall not be charged by the local jurisdiction as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(10) If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official pursuant to subsection (9). A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(11) Upon completing the required inspections at each applicable phase of construction, the private provider shall record such inspections on a form acceptable to the local building official. The form must bear the written or electronic signature of the provider or the provider's duly authorized representative. These inspection records shall reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 2 business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 2 business days if the record is electronically posted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(12) Upon completion of all required inspections, the private provider shall prepare a certificate of compliance, on a form acceptable to the local building official, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(13) No more than 2 business days after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, the local building official shall issue the certificate of occupancy or certificate of completion or provide a notice to the applicant identifying the specific deficiencies, as well as the specific code chapters and sections. If the local building official does not provide notice of the deficiencies within the prescribed 2-day period, the request for a certificate of occupancy or certificate of completion shall be deemed granted and the certificate of occupancy or

certificate of completion shall be issued by the local building official on the next business day. To resolve any identified deficiencies, the applicant may elect to dispute the deficiencies pursuant to subsection (14) or to submit a corrected request for a certificate of occupancy or certificate of completion.

(14) If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(15) For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or entity.

(16)(a) A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

(b) A local enforcement agency, local building official, or local government may establish, for private providers and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (17).

(c) This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(17) A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy limits of \$1 million per occurrence and \$2 million in the aggregate for any project with a construction cost of \$5 million or less and \$2 million per occurrence and \$4 million in the aggregate for any project with a construction cost of over \$5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term “construction cost” means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years subsequent to the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best’s rating of A. Before providing building code inspection services within a local building official’s jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(18) When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s. 468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider’s performance of building code inspection services shall be conducted by the applicable professional board.

(19) Each local building code enforcement agency may audit the performance of building code inspection services by private providers operating within the local jurisdiction. However, the same private provider may not be audited more than four times in a month unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare. Work on a building or structure may proceed after inspection and approval by a private provider if the provider has given notice of the inspection pursuant to subsection (9) and, subsequent to such inspection and approval, the work shall not be delayed for completion of an inspection audit by the local building code enforcement agency.

(20) The local government, the local building official, and their building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act.

(21) Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

History.—s. 17, ch. 2002-293; s. 106, ch. 2005-2; s. 11, ch. 2005-147; s. 1, ch. 2005-216; s. 6, ch. 2006-65; s. 6, ch. 2007-187; s. 141, ch. 2008-4; s. 77, ch. 2012-30; s. 7, ch. 2017-149; s. 12, ch. 2019-86; s. 14, ch. 2019-165; s. 132, ch. 2020-2; s. 20, ch. 2020-27; s. 4, ch. 2021-201.

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 13.

ITEM: Consideration of a request by Kane BH Property 1, LLC for modification of the Parking Trust Agreement approved at the February 1, 2023 Town Council Meeting for application of a fee of \$20,000 per space, instead of the \$35,000 per space approved to be paid into the Parking Trust for development of the property at 9555 Bay Harbor Terrace. Sponsored by Council Member Robert Yaffe. Enclosed is a copy of the request.

DESCRIPTION:

RECOMMENDED ACTION:

Councils Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Parking Trust Modification Request 2.21.23 (003)
2.	Fiscal Benefits Analysis - 9555 Bay Harbor Terrace Report 3.1.23



ZONING, LAND USE AND ENVIRONMENTAL I

200 S. Biscayne Boulevard

Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6220 office

305.377.6222 fax

jbercow@brzoninglaw.com

VIA ELECTRONIC MAIL

February 20, 2023

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

Re: Modification of Parking Trust Agreement for Property Located at
9555 Bay Harbor Terrace in Bay Harbor Islands

Dear Ms. Lasday:

Our law firm represents Kane BH Property 1, LLC (the "Applicant") in connection with the redevelopment of the property located at 9555 Bay Harbor Terrace (the "Property") in Bay Harbor Islands (the "Town"). See Exhibit A, Property Appraiser Summary. Please accept this letter as the Applicant's request to modify the terms of the Parking Trust Agreement approved on February 1, 2023.

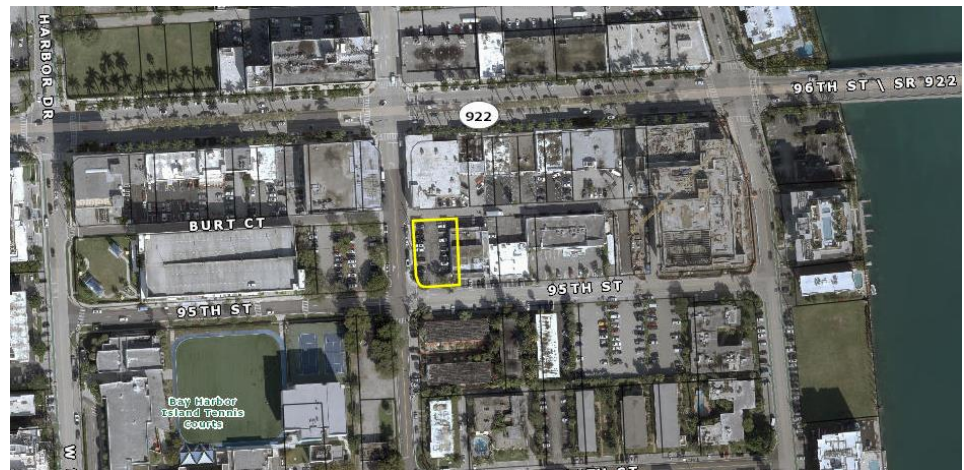


Figure 1. Aerial

Property. The Property, further identified by Folio No. 13-2234-006-0001, is located on the northeast corner of Bay Harbor Terrace and 95th Street. See Figure 1, Aerial, above. The Property is in the heart of the Town's Business District. It is currently developed as a surface parking lot and is the subject of a unity of title with the

parcel immediately to the north with the address 1080-90 Kane Concourse currently developed with a 2-story retail and office building proposed to remain. There is ample parking at Town parking lots to the southeast and immediately to the west across Bay Harbor Terrace. Also, just beyond that is the Town's parking garage.

The Project. After more than a decade of seeking to redevelop the Property, on September 24, 2019 the Town approved the development of a seven (7) story mixed-use retail and office building including three (3) levels of enclosed automated parking all in approximately 39,000 square feet (the "Project"). See Exhibit B, Resolution No. 2187 (the "Project Approval"). Use of the Town's Parking Trust was always contemplated for the Project due to its location in the heart of the Business District, with easy access to ample parking and walkability to retail and other services.

The approved plans indicate, working in conjunction with the existing retail and office building to the north, that the overall Project required a total of 112 parking spaces and 64 are being provided on-site. The other 48 spaces were to be provided through payment into the Town's Parking Trust as permitted by Section 23-29.1 of the Town Code. Condition 4.F of the Project Approval specifies that: Prior to the issuance of a building permit, Applicant shall execute and keep in full force and effect a Parking Trust Payment Agreement for 48 parking spaces. Since late September 2022, the Project has been in the building permit process through Building Permit No. B22-000490.

Parking Trust Approval. Due to the timing in the Condition of the Project Approval, payment of the Parking Trust is tantamount to an impact fee that is due at the tail end of the permitting process and the Applicant requested and obtained approval to utilize the Parking Trust on February 1, 2023.

The Applicant's request satisfied all requirements, specifically as per Section 23-29.1 of the Town Code, by:

- Providing 57 percent of the required parking on site where a minimum of 40 percent is needed
- Having adequate nearby parking – there are multiple surface parking lots and the Town garage, all within 500 feet of the Property
- The Council agreed that this Property, in the core of the Town's Business District, is the perfect location for a retail and office building seeking to utilize the Parking Trust and, therefore, would not adversely impact the surrounding area

The Applicant firmly believed that due to the long-standing approval, which included the Parking Trust as an integral part, that the prevailing fee at the time of that approval, \$20,000 per space, should apply, along with options to pay the fee either annually or financed for up to 15 years. However, the Town Council applied the new fee of \$35,000 per space, which must be paid in full at time of issuance of building permit, as per a recent Resolution that only went into effect on September 1, 2022.

Modification Request. The main intent of the increase in the price of the fee was to discourage new projects from utilizing the Parking Trust. As stated in the conclusion of the cover memo for that item:

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

That means the recent change was meant to apply prospectively, not to prior approved projects that already included the Parking Trust as part of the development. Further, two of the recent projects "inclined to this option" were residential projects utilizing the Parking Trust as a creative way to resolve a very unique issue to those projects – prior-approved below grade parking – and are not good precedent for any future projects. The Project here is in the Business District where the Parking Trust was always intended and built-in to the original approval 3 years prior to the change in the fee. Moreover, with the fee equating to an impact fee, approving by a resolution does not give any appropriate notice to the regulated community that the fee applies, especially to previously approved projects that had the Parking Trust as an integral part. For all these reasons, the Applicant respectfully requests modification to the terms of the agreement that reflect fair treatment based on the prior fee amount.

Economic Impacts. The Parking Trust fee has almost doubled and that amount was never contemplated by the original owner nor the Applicant that has taken the appropriate steps to construct this Project. The pro forma is determined well before submitting for permit and the impact of the additional cost at this late stage has the Applicant reconsidering going forward with the Project. If the Applicant cannot make it work, then this beneficial office development will not be built and the subpar use as a surface parking lot will remain. Notably, many new jobs

will not be created, the Parking Trust, building permit and other impact fees will not be paid, and an extensive increase in property taxes will not be realized annually.

Conclusion. The Project has been tastefully designed and will be a welcome addition to the neighborhood by providing vibrant and much-needed retail uses and office space in the core of the Town's Business District. The Project meets all the criteria for the Parking Trust Fund and through the payment of a Parking Trust Fee will assist the Town in building future public parking and addressing parking needs in the area. Further, the new building provides the highest and best use of the Property, benefiting the surrounding area and the entire Town. Due to the timing of the Project Approval and its integral Parking Trust component, the Applicant respectfully requests a fair and equitable modification to the original fee applicable at the time of approval.

We look forward to your favorable recommendation and the Town Council's approval of the modification request. Should you have any questions or wish to discuss further you can reach me at (305) 377-6220.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Bercow', with a stylized flourish at the end.

Jeffrey Bercow

Attachments

cc: Jeffrey Davis



OFFICE OF THE PROPERTY APPRAISER

EXHIBIT A

Summary Report

Generated On : 1/6/2023

Property Information	
Folio:	13-2234-006-0001
Property Address:	
Owner	REFERENCE ONLY
Mailing Address	
PA Primary Zone	6000 COMMERCIAL - GENERAL
Primary Land Use	0000 REFERENCE FOLIO
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	0 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$0	\$0	\$0
Assessed Value	\$0	\$0	\$0

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	
1080 1090 KANE CONCOURSE CONDO	
BAY HARBOR ISLAND PB 46-5	
LOT 11 LESS N15FT & LOT 12 LESS	
N15FT & LESS WLY5FT BLK 12 &	
LOT 13 LESS WLY 5FT BLK 12	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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:

RESOLUTION NO. 2187

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

WHEREAS, on April 2, 2019, Kane Concourse Investment Group, LLC (hereinafter the “Applicant”), filed an initial application for site plan approval. On July 16, 2019, Applicant submitted a revised site plan for a seven (7) story mixed use office building consisting of three (3) levels of an enclosed mechanical parking garage, two (2) retail spaces on the ground floor, and offices located on floors three (3) through seven (7) at 9555 Bay Harbor Terrace, Bay Harbor Islands, Florida, and legally described as:

Lot 13, less the westerly 5 feet of Block 12, “Bay Harbor Island” Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the “Project” or “Site Plan”); and

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

WHEREAS, on September 24, 2019, the Town’s Planning and Zoning Board approved the Site Plan, pursuant to Section 5-23.1(a) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. Finding. The Planning and Zoning Board finds that the Site Plan is consistent with the criteria set forth in Section of 5-23.1 of the Code and approves the Site Plan dated June 14, 2016, subject to the below conditions for approval.
3. Effective Date. This Resolution shall take effect upon the date of its adoption (the “Effective Date”).
4. Conditions of Approval.
 - A. This approval is based on the Site Plan dated July 16, 2019. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.

- B. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by staff or the Planning and Zoning Board, as specified in the Code.
- C. Applicant shall submit final working plans within 365 days after the Effective date of this Resolution, unless extended by the Town Manager, or his or her designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his or her designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- D. The existing overhead power lines adjoining the Project shall be relocated underground during the redevelopment of the site or infrastructure necessary for the Project to connect to the undergrounding of the utility service facilities, at the sole expense of the Applicant, pursuant to Section 18-22 of the Code;
- E. Prior to the issuance of a building permit, Applicant shall pay all required impact fees including, but not limited to, those payable to the Town, County, and School Board;
- F. Prior to the issuance of a building permit, Applicant shall execute and keep in full force and effect a Parking Trust Payment Agreement for 48 parking spaces;
- G. Valet shall operate the mechanical parking system during office and retail hours;
- H. The south stair column shall be lowered one (1) level;
- I. Retail units one (1) and two (2) shall have store front doors that open to Bay Harbor Terrace and 95th Street, respectively, with walkways to the sidewalk;
- J. The sidewalk along Bay Harbor Terrace shall extend closer to the showcase windows and meet the sidewalk on 95th Street in a straight line. Landscaping shall be located in the curb extension ("bulb out");
- K. A sculpture substantially similar in scale to the sculpture depicted on the Site Plan dated July 16, 2019, shall be installed; and
- L. Ribbon windows shall be added along the width of the concrete wall on the north façade.

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

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

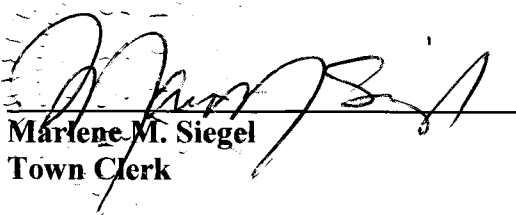
PASSED this 24th day of September, 2019.

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

By: 

Steven Hurwitz
Chair Person

ATTEST:



Marlene M. Siegel
Town Clerk

APPROVED AS TO FORM:



Frank C. Simone, Esq.,
Assistant Town Attorney

Miami Economic Associates, Inc.

March 1, 2023

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

Re: Fiscal Benefits Analysis
Proposed Office Building, 9555 Bay Islands Terrace ("the Subject Project")

Dear Mr. Lasday:

Miami Economic Associates, Inc. ("MEAI") has performed an analysis to estimate the fiscal benefits that would accrue to the Town of Bay Harbor Islands, Florida, as a result of the development of the Subject Project, which would be comprised of 39,484 gross square feet of commercial space inclusive of on-site parking. Currently, the site of the Subject Project contains a surface parking lot. Our analysis also considered the benefits that would be generated for Miami-Dade County and the Miami-Dade County Public School.

By way of background, the Subject Project will contain 2,546 square feet of retail space on its ground floor and mezzanine floor and 18,689 square feet of office space on its third through seventh floors. To be able to provide an adequate amount of parking for the prospective tenants, the Davis Opportunity Fund ("the Developer") will need to contribute to the Town Parking Fund for 48 off-site spaces. At the time the Subject Project was approved for development in 2019, the required contribution was \$960,000, or \$20,000 per off-site space. At that time, it also allowed the contribution to be made over a period of 15 years. Now the Town is seeking a contribution of \$35,000 per space, or \$1,680,000. It is also now expecting the contribution to be made as a lump sum payment.

As a result of the 175 percent increase in the amount of the required contribution and the less favorable payment terms, the Developer is questioning whether it makes financial sense to proceed with the Subject Project. The purpose of the analysis performed by

MEAI was to estimate the amounts of revenue that the Town of Bay Harbor Islands and the two other jurisdictions enumerated above would not realize if the Subject Project is not developed. Our analysis takes into consideration both the non-recurring revenues that would be generated during the period in which the Subject Project is being developed and the recurring revenues that would be generated once its development is completed.

Summary of Findings

The term "fiscal benefits" refers to the revenues that the Subject Project would generate for the Town of Bay Harbor Islands as well as Miami-Dade County and the Miami-Dade County Public School District in the form of fees and taxes. The monetary amounts discussed in the bulleted paragraphs below are in 2023 Dollars.

- If the Subject Project is not developed, the Town of Bay Harbor Islands would not receive even a \$960,000 contribution to its Parking Fund, certainly not the \$1,680,000 it is now seeking. It would also not receive the following:
 - During the period in which Subject Project would be developed, the Town of Bay Harbor Islands would receive in excess of \$308,000 in general building permit fees. Additional building permit fees, which cannot be estimated based on the information currently available, would be paid by the structural, mechanical, electrical and plumbing subcontractors. Water and sewer connection fees in amounts that cannot currently be estimated would also be collected.
 - The Town of Bay Harbor Islands would be expected to receive \$101,489 in ad valorem taxes in the first year after the Subject Project has been developed and placed on the tax rolls. That amount could increase by as much as ten percent per year as the market and taxable value of the Subject Project increases. The ad valorem taxes generated by the project would be sufficient even in the first year to support a bond issue approximating \$2.0 million, which would be more than enough to pay for 48 parking spaces costing \$35,000 per space.
 - The Subject Project would also provide additional revenue to the Town of Bay Harbor Islands annually in a variety of ways including occupational license fees, water sewer, solid waste and stormwater utility fees and franchise fees and utility taxes.
- If the Developer decides not to proceed with the Subject Project, Miami-Dade County would not collect approximately \$365,000 in road and fire impact. Further, Miami-Dade County and the Miami-Dade County Public School District would not collect the ad valorem taxes that they would if it were developed. In the first year the Subject Project would be on the tax rolls, these two governmental entities would be expected to collect ad valorem taxes approximating \$248,000 and \$210,000, respectively. These amounts could also increase by as much as 10 percent per year as the market and taxable value of the Subject Project increases.

Estimates of Fiscal Benefits

The fiscal benefits that the Subject Project will produce for the Town of Bay Harbor Islands and the other jurisdiction enumerated above in the form of fees and taxes will be both non-recurring during the development period and recurring, i.e. annual in nature after development the Subject project has been completed. MEAI's estimates of the fiscal benefits the Subject Project will generate are summarized by Table 1.

Table 1 Estimate of Revenue Generation Proposed Bay Harbor Islands Office Building (2023 Constant Dollars)		
	Non-recurring	Recurring
Town of Bay Harbor Islands		
Building Permit Fees		
General (w/ Technology Fee Surcharge)	\$ 308,167	
Specific/Trade Related	***	
Parking Fund Contribution	\$ 960,000	
Water & Sewer Connection Fees	***	
Ad Valorem Taxes		\$ 101,489
Occupational License Fees		***
Water & Sewer Charges		***
Solid Waste Collection Fees		***
Stormwater Utility Fees		***
Franchise Fees & Utility Taxes		***
Miami-Dade County		
Impact Fees		
Roads	\$ 358,032	
Fire	\$ 7,854	
Ad Valorem Taxes		\$ 147,292
General Fund		\$ 15,471
Debt Service Fund		\$ 76,400
Fire Fund		\$ 8,965
Library Fund		***
Occupation License Fees		\$ 15,131
Local Option Sales Taxes		
Miami-Dade Public School District		
Ad Valorem Taxes		\$ 204,797
Operating Fund		\$ 5,260
Debt Service Fund		
*** Amount cannot be estimated based on the information currently available. Source: Davis Opportunity Fund; Town of Bay Harbor Islands; Miami-Dade County; Miami-Dade County Property Appraiser; Miami Economic Associates, Inc.		

The materials that follow provide the bases for the fiscal estimates shown in Table 1.

Non-recurring Fiscal Benefits

- The Town of Bay Harbor Islands calculates general building permit fees for new construction at 3 percent of the cost of construction. Assuming a total cost of construction of \$9,338,400, it is estimated that general building permit fees in the amount of \$280,152 will need to be paid. A technical fee surcharge of 10 percent of that amount will be added, with the result that the Town will collect \$308,167.
- Additional building permit fees will need to be paid on specific elements by the trades who will perform the plumbing, electrical, structural and mechanical work. The fees will equate to 3 percent of the amount of the work that each trade will perform. The plans for the project are not sufficiently complete at this time to estimate the amount of the additional building permit fees that will need to be paid.
- The amount shown in Table 1 for the contribution to the Town Parking Fund is based on the amount the Town agreed to when the Subject Project was approved in 2019.
- The Town of Bay Harbor Islands, which will provide water and sewer services to the Subject Project, will require connection fees to be paid in amount that reflects the prospective level of service that will be provided and the size of the meters through which service will be provided. It is not within MEAI competence to estimate the amount of the fees that will need to be paid.
- Miami-Dade County will require that road and fire impact fees be paid at the time a building permit is issued for the Subject Project. Based on the current fee schedule, the County will collect impact fees in the total amount of \$365,886 including \$358,032 for roads and \$7,854 for fire.

Recurring Public Revenues

- The table at the top of the next page shows the current millage rates being levied by governmental entities identified in Table 1 and the amounts each would collect assuming the taxable value of the Subject Project is \$31.88 million, which is a figure which equates to 85 percent of the Subject Project estimated market value.

Entity	Rate/\$1000 Taxable Value	Taxes
Bay Harbor Islands	3.1728	\$ 101,489
Miami-Dade County		
General Fund	4.6202	\$ 147,292
Debt Service Fund	0.4853	\$ 15,471
Fire Fund	2.3965	\$ 76,400
Library Fund	0.2812	\$ 8,965
Miami-Dade County Public Schools		
Operating Fund	6.4240	\$ 204,797
Debt Service Fund	0.1650	\$ 5,260
Source: Davis Opportunity Fund: Miami-Dade County Property Appraiser; Miami Economic Associates, Inc.		

- Both the Town of Bay Harbor Islands and Miami-Dade County will collect occupational license fees annually from the Subject Project and its tenants including, where appropriate, from the individual professionals in the professional service firms that occupy space. Since it is not currently known what entities will occupy the proposed office and retail space, the amounts that will be collected by the Town and County cannot currently be estimated.
- The Town of Bay Harbor islands will provide water and sewer services to the Subject Project. The amount that will be paid on an annual basis for those services will be dependent on actual usage, hence cannot be estimated at this time. The Town of Bay Harbor Islands will also provide solid waste collection services with the amount charged also being based on actual usage of the service.
- The Town of Bay Harbor Islands will charge stormwater utility fees in accordance with a formula that entails engineering parameters that are not known by MEAI; hence the amount of fees that will be collected on annual basis cannot be estimated at this time.
- The Town of Bay Harbor Islands collects utility taxes and franchise fees from the providers of utility and telecommunication services within its jurisdiction. The amount collected depends on usage, which cannot be estimated at this time.
- Miami-Dade County will charge a 1 percent local option sales tax on the rents that will be collected from those leasing space in the Subject Project and on all or a portion of the retail sales that occur on-site depending on the types of goods sold. For the purpose of this analysis, it is assumed that the Subject Project operates at a stabilized rate of occupancy of 95 percent and achieves an average rent of \$75 per square foot. On that basis, local option sales taxes in the amount of \$15,131 will be collected on the rents collected. Since the sales volumes of the retail tenants is not currently known nor is the percentage of the goods that will be sale tax-eligible, the amount of local option sales taxes that will be collected on retail sales cannot be estimated.

Ms. Maria Lasday
Manager
Town of Bay Harbor Islands
March 1, 2023
Page 6

Closing

MEAI's analysis shows that the Subject Project will provide revenue to the Town of Bay Harbor Islands in a variety of ways in addition to the ad valorem taxes it will pay annually. It should also be noted that the amount of ad valorem taxes paid can increase by as much as ten percent a year as the market value of the Subject project increases.

Sincerely,
Miami Economic Associates, Inc.



Andrew Dolkart
President

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 14.

ITEM: Consideration and Approval of funding for the Design-Build Project BHI-228- 92nd Street Dog Park Extension. Enclosed is a copy of Waypoint Proposal.

DESCRIPTION:

In the October 2022 Council Meeting, the Town Council gave approval for the Town Manager to enter into negotiation with Waypoint Contracting, Inc. for the Design-Build Project BHI-228- 92nd Street Dog Park Extension. Additional direction was given by the Council to modify the site plan that was submitted by Waypoint Contracting, Inc. to look more like the site plan that was submitted by Florida International University (FIU).

Waypoint Contracting, Inc. met with Town staff onsite at the 92nd Street Dog Park to discuss the creation of a new site plan to merge structures and concepts suggested by Waypoint Contracting, Inc. and utilize many of the design elements suggested by FIU. Additional items such as painting the entire picket fence around the park and matching the exercise equipment with the landscape structure equipment were included in the original bid at no additional cost. The highlight of the design includes adding a pavilion in each dog park section (small dogs, large dogs).

Waypoint Contracting, Inc. provided the lowest-priced proposal to renovate the 92nd Street Dog Park and create two (2) separate areas for small dogs and large dogs. They were able to adjust their design at the direction of the Town Council to closely duplicate the FIU concept design. We are recommending the approval of the proposal from Waypoint Contracting, Inc. in the amount of Six Hundred Sixty-Nine Thousand Eight Hundred Sixty-Eight Dollars (\$669,868).

Staff recommends approval of the proposal submitted by Waypoint Contracting, Inc. in the amount of six hundred sixty-nine thousand eight hundred sixty-eight dollars (\$669,868) for the Design-Build Project BHI-228- 92nd Street Dog Park Extension.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	92nd St. Dog Park Waypoint Proposal
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WAYPOINT

— Contracting, Inc. —



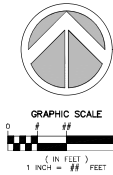
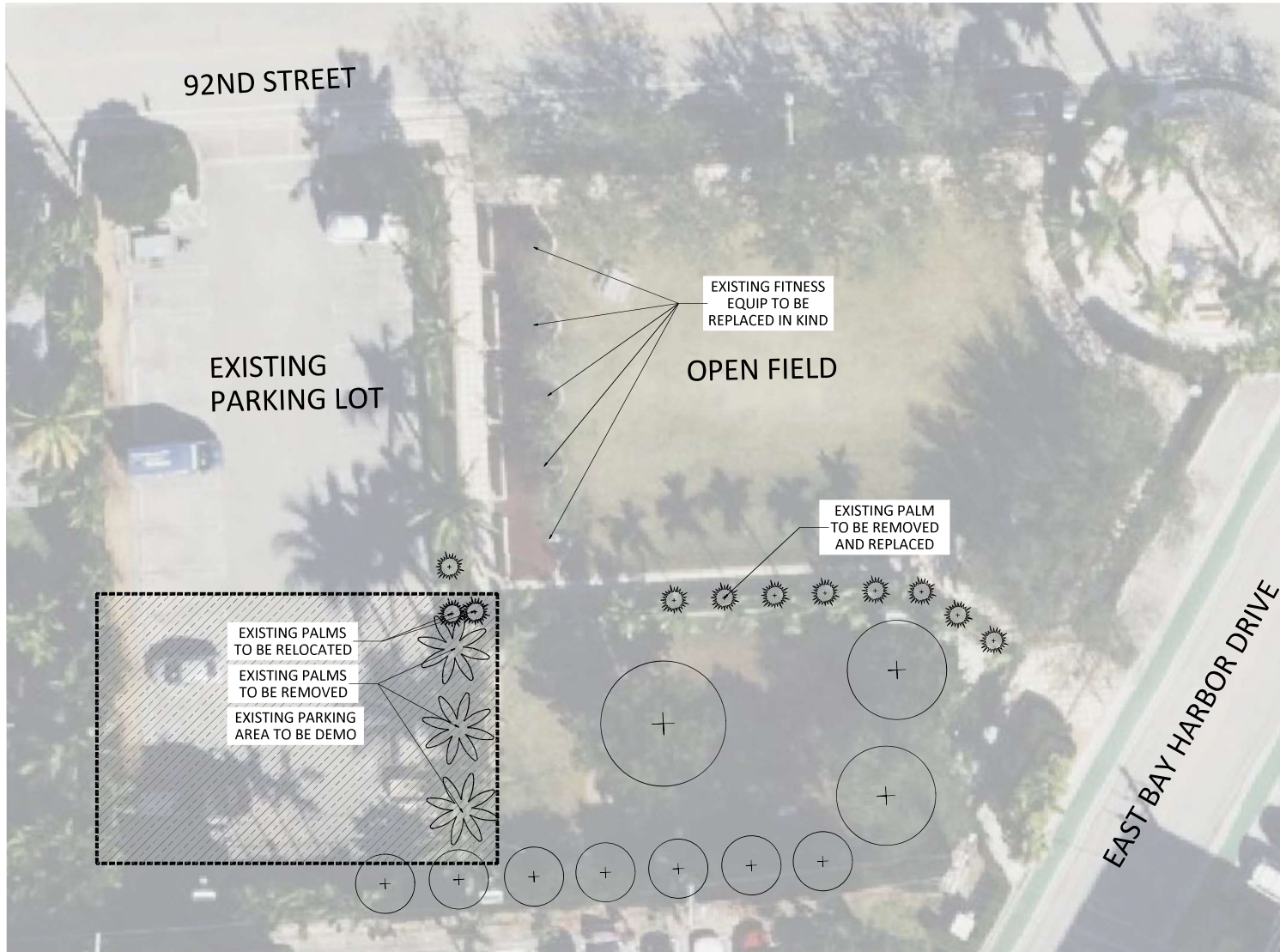
BHI - 228

92ND DOG PARK EXTENSION DB- NEGOTIATION PACKAGE

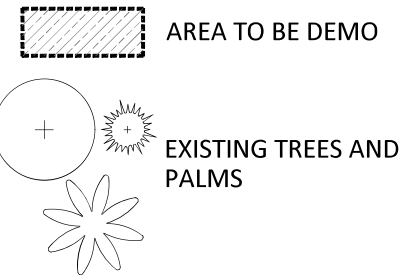
CONCEPTUAL DRAWINGS



WAYPOINT CONTRACTING, INC.



DEMO LEGEND:



DEMO PLAN

Coordinate System:

Project/Title No.:

22-P0286

Map/Sheet/Sec:

Date Drawn:

1/3/23



South Florida Office: 5747 N. Andrews Way
Ft. Lauderdale, Florida 33309-2364
954-436-7000 Fax: 954-436-8694
www.millerlegg.com

TOWN OF BAY HARBOR ISLANDS 92ND DOG PARK EXTENSION

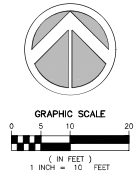
DEMO PLAN

FOR: TOWN OF BAY HARBOR ISLAND

FIG CON-0



CONCEPT PLAN



PLANT SCHEDULE						
TREES	CODE	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE	
	LT	Large Tree	Field Grown	4" DBH	14' HT	
	SP	Small Palm	Field Grown	6 G.W.	8' HT	
	ST	Small Tree	Field Grown	2" DBH	10' HT	
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME	CONT.	HT.	SPACING	SPACING
	HED	Screening Hedge	3 GAL	6' HT	24" OC	24" o.c.
	SHG	Shrub/Groundcover	3 GAL	24" HT	24" OC	24" o.c.

Coordinate System:
Project/Title No.: 22-P0286
Twp/Rng/Sec:
Date Drawn: 1/3/23


South Florida Office: 5747 N. Andrews Way
Ft. Lauderdale, Florida 33309-2064
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TOWN OF BAY HARBOR ISLANDS 92ND DOG PARK EXTENSION
CONCEPT
FOR: TOWN OF BAY HARBOR ISLAND

PROJECT APPROACH



WAYPOINT CONTRACTING, INC.

D. PROJECT APPROACH



PROJECT DESCRIPTION

The scope covered in this technical proposal is for a design-build contract. Waypoint Contracting Inc shall provide services to prepare a complete set of construction documents consisting of design drawings, design analysis, landscaping plans, civil plans, and technical specifications for the extension of the existing dog park facility. The new extension is to include a new small dog area and a new large dog area at the facility located at 92nd Street & E Bay Harbor Drive, Bay Harbor FL 33154.

DESIGN REQUIREMENTS

The work covered by this contract consists of, but is not limited to, the furnishing of all general conditions, supervision, labor, materials, equipment, services, tools, transportation, and all miscellaneous requirements needed to provide complete design and engineering plans. All operations are in conjunction with the effort to accomplish the design requirements.

All work shall be done in conformance with the standard for the town of Bay Harbor Islands and applicable codes set by the Environmental Protection Specification, Miami-Dade Department of Environmental Management (DERM), and Occupational Safety and Health Administration (OSHA).

Waypoint contracting along with its design and subcontracting team shall provide all the necessary drawings to include architectural plans, structural plans, landscape plans, and civil plans for the permitting and construction of this project. The design and engineering shall also be included for any of the alternate items if selected by owner. Waypoint Contracting Inc. shall provide all geotechnical exploration testing, construction field testing, site and utilities surveys and ties, and all final grading plans as required for the dog park extension.

SCOPE OF WORK

- The area designated for construction shall be cleared, leveled, and graded for the construction of a small dog park, with an area of approximately +-4,800 square feet, and a large dog park with an area of approximately +-4,100 square feet.
- In the existing parking lot, a portion from the east area shall be demolished and graded for the extension of the proposed development.
- The area designated for sidewalks and the pavilion shelters shall be prepared and compacted to support the load from the shelters and structural elements.
- The existing exercise equipment at the people side park shall be demolished and removed and fitted with new equipment to match the existing as manufactured by Greenfield Equipment.
- A new four feet high aluminum picket fence and gates shall be constructed to separate the areas between the small dog and large dog areas.
- The new small and large dog park and the existing people side park shall be fitted with the following amenities:
 - Two (2) 12' x 12' pavilion shelter with tongue and groove wood deck and metal roofing
 - Two (2) pet pedestal fountains with two pet bowls
 - Two (2) spray dog high mist fire hydrant.
 - Five (5) exercise equipment stations
 - Two (2) bike racks units for five bikes each

D. PROJECT APPROACH



- Six (6) site benches
 - Two (2) site picnic tables for people area
 - Two (2) site picnic table under the new shelters
 - Two (2) Dero bike repairs stations
 - Small and large dog interactive places pieces
- The existing park water shall be extended to provide the service for the new pet fountains and pet hydrants. New backflow preventers shall be provided at each unit.
 - The area outside the fenced perimeter of the new dog and existing areas shall be provide with additional landscaping and shrub to enhance the park and to provide shade.
 - The 12' x 12' picnic shelter slab shall be a 4 -1/2" thick concrete floor slab and all concrete for the foundation and walkways shall be 3,500 psi.
 - The new park connecting sidewalks shall be 4" pavers to match the color and pattern to match the park existing sidewalks.
 - The remainder of the area of the existing parking lot shall be striped and reconfigured to accommodate (1) ADA parking space and 13 addition regular spaces.
 - New directional and warning signs shall be provided and installed.
 - The surface of the newly constructed small dog area shall be planted with 70/30 mix and shall be sodded with St. Augustine sod and shall be irrigated.
 - The existing park irrigation system shall be extended to provide the coverage at the new areas.

EXCLUSIONS

- Impact Fees
- Environmental Protection Fees
- Electrical Works
- Roadwork Improvements
- Any modifications to the existing site perimeter fence and gates
- Work at the existing rotunda entry.

PRICE



WAYPOINT CONTRACTING, INC.

92 STREET DOG PARK EXTENSION DESIGN BUILD

SCHEDULE OF VALUES

Proposal Date 1/18/2023

DESIGN AND PRECONSTRUCTION

Description		Costs
Design and engineering Fees (Landscape, architectural, civil, structural)		Included
Geotech Report & Percolation Testings		Included
Pre-Construction Management Services		Included
SUBTOTAL - DESIGN AND PRECONSTRUCTION		\$ 56,700.00

BOND & INSURANCES

Description		Costs
General and Liability Insurances		Included
Payments & Performance Bond		Included
SUBTOTAL - BOND & INSURANCES		\$ 21,980.00

GENERAL CONDITIONS- CONSTRUCTION

Description		Costs
Project Management and Supervision		Included
Field facilities General Conditions		Included
Temporary Facilities & Utilities		Included
Construction Photos		Included
Trash removal and Cleanup		Included
Surveys and Layouts		Included
Locates and Testings		Included
Maintenance of Traffic		Included
SUBTOTAL - GENERAL CONDITIONS		\$ 88,500.00

DIVISION 2: DEMOLITION, EARTHWORKS AND GRADING

Description		Costs
Storm Water Management Protection		Included
Silt Fence		Included
Tree removals		Included
Site demolition , removals and clearings		Included
Shelter pads and pavers base works		Included
Site gradings, and mounds		Included
Earthworks and 70/30 mix sand base		Included
Final Grading		Included
SUBTOTAL - DEMOLITION , EARTHWORKS AND GRADING		\$ 90,645.00

92 STREET DOG PARK EXTENSION DESIGN BUILD

SCHEDULE OF VALUES

DIVISION 3: CONCRETE

Description		Costs
Pavilion concrete footings and slabs		Included
Misc. equipment slabs		Included
Concrete curbs		Included
SUBTOTAL - CONCRETE		\$ 19,580.00

DIVISION 11: EXERCISE EQUIPMENT

Description		Costs
Demo and remove exercise equipment		Included
Replace equipment work out stations (5 pieces)		Included
Safety surface repairs		Included
SUBTOTAL - EXERCISE EQUIPMENT		\$ 62,520.00

DIVISION 12: Site FURNISHINGS

Description		Costs
Waste Receptacles (2 total)		Included
Bike Racks 5/ Units (2 total)		Included
Dero fix a flat bike station (2 total)		Included
Benches with backs 6ft long (6 total)		Included
Regular picnic tables (2 total)		Included
ADA picnic tables (2 Total)		Included
Pet pedestal Water fountains (2 total)		Included
Dog Spray Fire Hydrant (2 total)		Included
Dog Park signages (each location)		Included
Dogi pot Clean up (4 total)		Included
Install all furnishings		Included
SUBTOTAL - EXERCISE EQUIPMENT		\$ 64,870.00

DIVISION 13: SHADE PAVILIONS

Description		Costs
Shade pavilion 12x 12 with T&G decking & metal roof		Included
Roof permit		Included
Install shade shelter pavilions		Included
SUBTOTAL : SHADE PAVILIONS		\$ 37,025.00

DIVISION 32: Site Paving

Description		Costs
Site Pavers walkways- to match existing		Included
Misc. concrete sidewalks		Included
Asphalt restoration		Included
Misc. Striping and parking signages		Included
Site restoration		Included
SUBTOTAL - SITE PAVINGS		\$ 28,485.00

DIVISION 32: SITE FENCE & GAETS

Description		Costs
Aluminum picket Fence		Included
Dog park entry gates		Included
Maintenance site gate 10 ft wide_ (2 prs)		Included
SUBTOTAL -FENCE AND GATES		\$ 28,775.00

**92 STREET DOG PARK EXTENSION
DESIGN BUILD**

SCHEDULE OF VALUES

DIVISION 32: LANDSCAPING AND SOD

<i>Description</i>		<i>Costs</i>
Irrigation works		Included
New Trees		Included
Shrubs		Included
Landscape removal and Trimmings		Included
Sod - St Augustine Palmetto		Included
SUBTOTAL - IRRIGATION AND LANDSCAPE		\$ 37,875.00

DIVISION 33: UTILITIES & CONNECTIONS

<i>Description</i>		<i>Costs</i>
Water Connection extensions		Included
Service to fountain and dog spar fountains (2 each)		Included
Drywell		Included
SUBTOTAL - UTILITIES & CONNECTIONS		\$ 11,500.00

ESTIMATE SUB TOTAL		\$ 548,455.00
General Contractor Fees	18%	\$ 98,721.00
Permit Fees	1.50%	\$ 8,227.00
Design Build Contingency		\$ 14,465.00
GRAND TOTAL		\$ 669,868.00

**92 STREET DOG PARK EXTENSION
DESIGN BUILD**

SCHEDULE OF VALUES

Add Alternates

1. paint and pressure existing picket fence around the park	Add	\$ 28,700.00
2. match the exercise equipment with the landscape structures equipment	Add	\$ 7,045.00

CUT SHEETS



WAYPOINT CONTRACTING, INC.



Size:	22" Dia x 44" tall
Weight:	125 Lbs.
Capacity:	36 Gallons
Material:	Steel
Parts:	1 Aluminum Lid 1 Metal Container 1 Polyethylene Liner 1 Concrete Base
Features	Side Entry Door

Finish Options

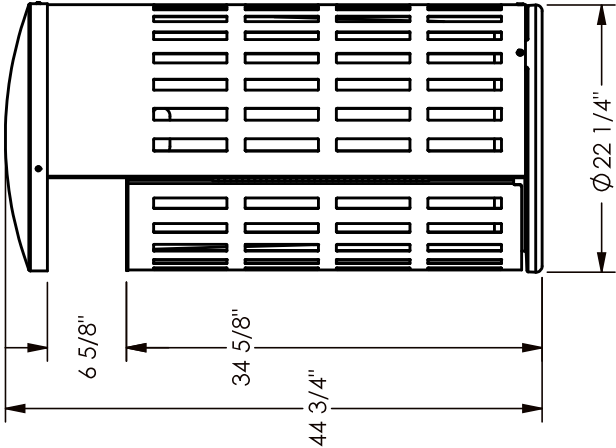
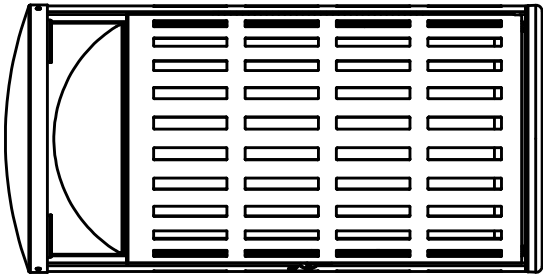
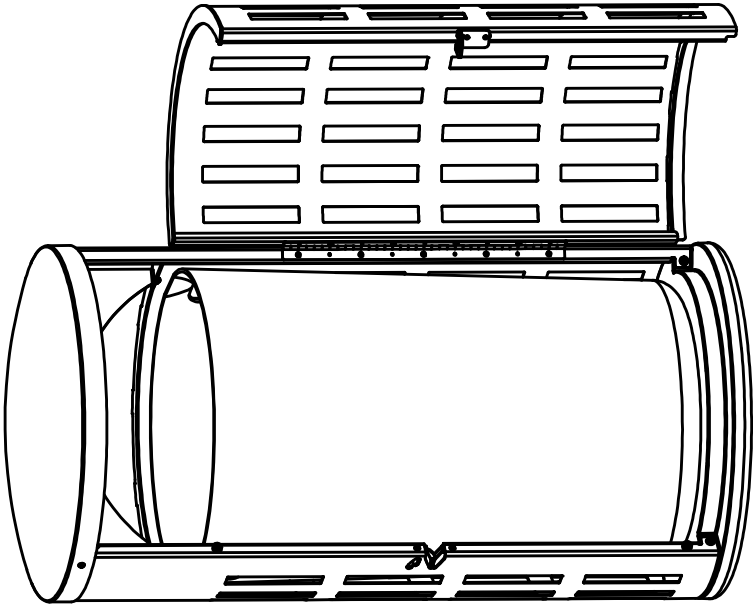
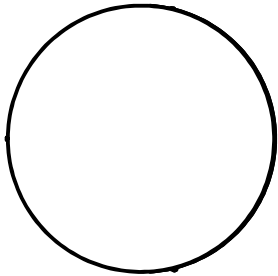
Standard

- Powder Coat Colors





ITEM	PART NUM	DESCRIPTION	QTY
1	800993	ASSY SHELL	1
2	800994	ASSY DOOR	1
3	238951	COVER - 16 GA STEEL	1
5	351066	DIVIDER TRASH	1
13	800961	HINGE, 18" SS	1
14	800982	ASSY LOCK TAB	1
15	801001	ASSY LATCH	1
16	400295	RIVET, BLIND, Ø.12 X 3/16, 18-8 SS	9
17	400296	RIVET, BLIND, Ø.156 X .18, 18-8 SS	2
18	400105	NUT, K-LOCK, 10-24, SS	2



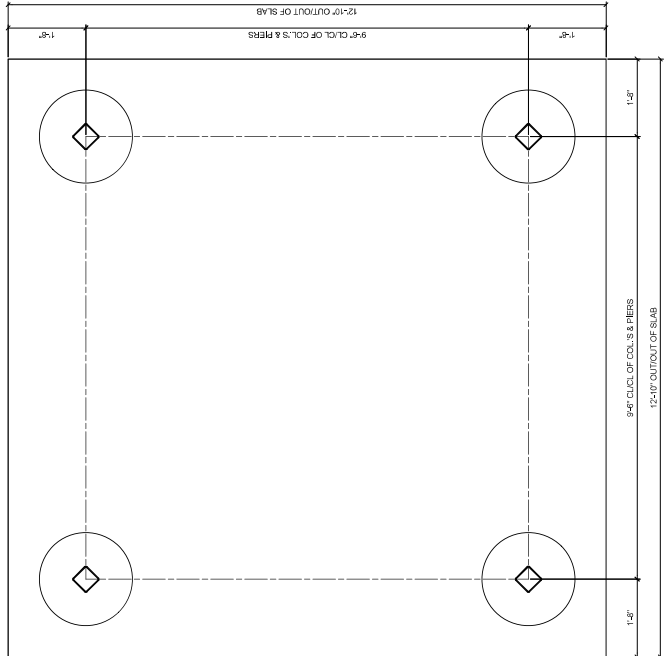
THESE DRAWINGS ARE PRELIMINARY AND NOT FOR CONSTRUCTION. THEY ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY CHANGES WILL BE INDICATED BY A REVISION.

TS-SQ12-04

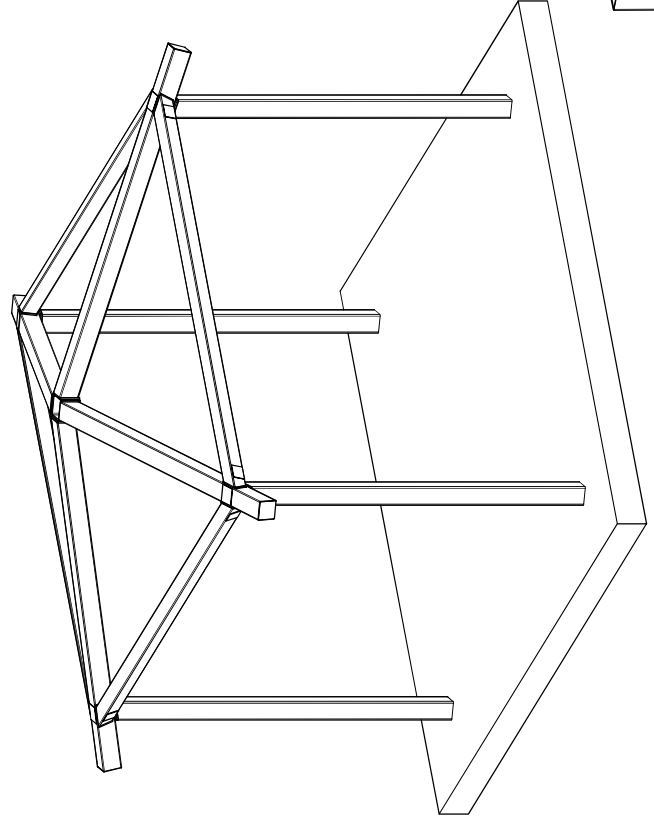
RCP SHELTERS, INC.
2100 SE RAY'S WAY STUART, FL 34994 PO BOX 25 STUART, FL 34995-0025
SHELTERS ■ RESTROOMS ■ PAVILIONS ■ BANDSHELLS ■ CONCESSIONS ■ KIOSKS ■ DUGOUTS ■ FABRIC SHADE ■ MINI-SHELTERS ■ CONCESSIONS ■ KIOSKS ■ DUGOUTS ■ FABRIC SHADE
Phone 800-525-0207 www.rcpsshelters.com
Fax 772-288-0207 Email info@rcpsshelters.com



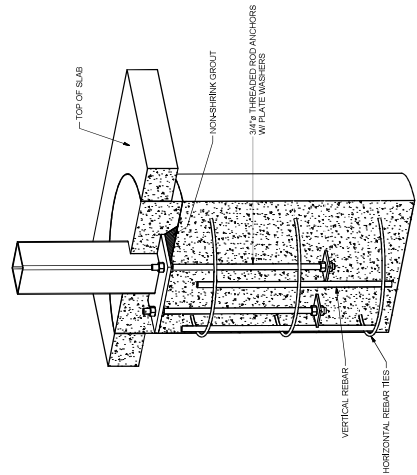
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FOUNDATION PLAN



AUXILIARY FRAMING VIEW

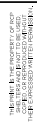


COLUMN PIER DETAIL

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 2'-6"
TYPICAL PIER DEPTH IS BETWEEN 3'-0" AND 3'-6"
ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE
REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

These drawings are preliminary in design and are subject to change pending final engineering. All member sizes, dimensions, quantities, and locations have the potential to be altered. Only use the final engineered drawings when performing the construction of this structure.



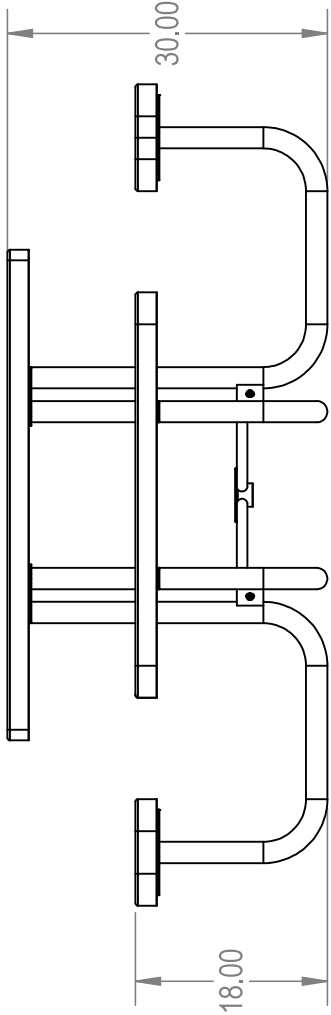
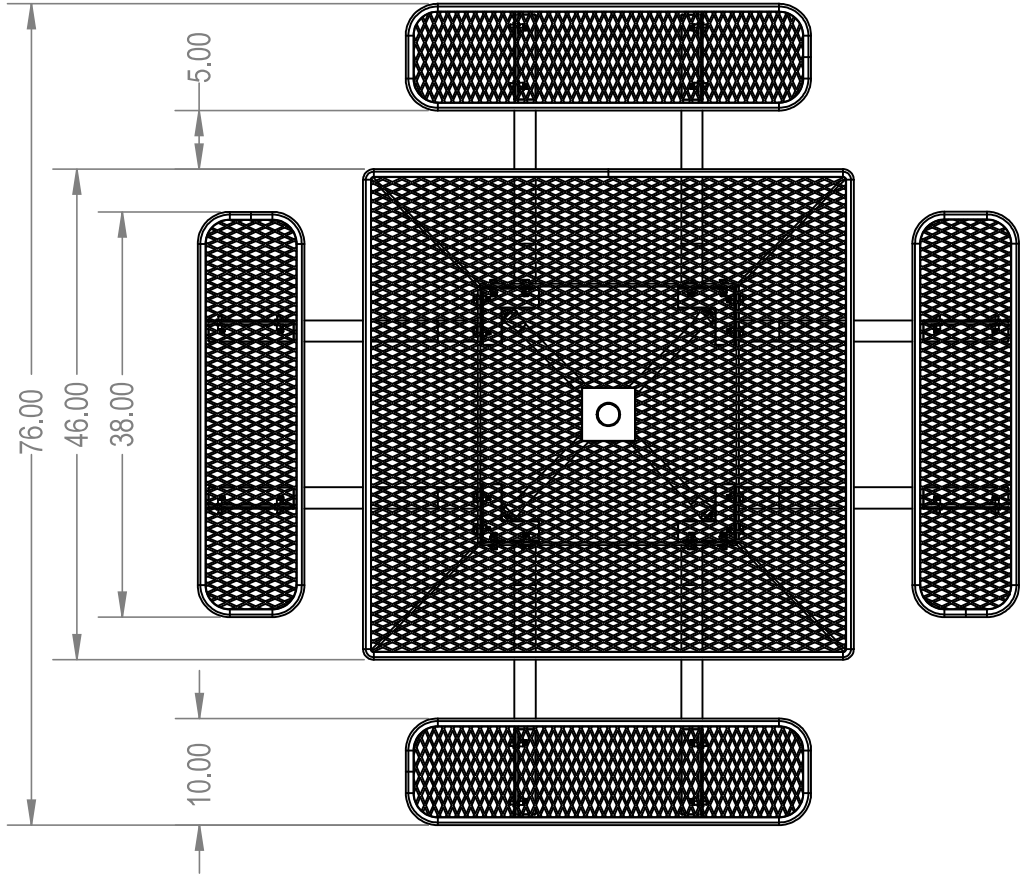
RCP SHELTERS, INC.
2100 SE RAVAS WAY STUART, FL 34994 PO BOX 25
■ SHELTERS ■ PAVILIONS ■ BANDSHELLS ■ CONCESSIONS ■ KIOSKS ■ DUGOUTS ■ FABRIC SHADE
■ RESTROOMS ■ Phone 800-925-0207
www.rcpslelters.com
Email info@rcpslelters.com
Fax 772-288-0207



PROJ. NO.	
DRAWN: JCS	4/30/2019
CHWD:	
REV 1:	
REV 2:	
REV 3:	
REV 4:	
SHOP NO:	TS-SQ12-04
BEC JOB NO:	
SHEET NO:	3 OF 3

These drawings are preliminary in design and are subject to change pending final engineering. All member sizes, dimensions, quantities, and locations have the potential to be altered. Only use the final engineered drawings when performing the construction of this structure.

SKU: 766pt110
Variations:
766pt110-1
766pt110-7
766pt110-13
766pt110-19
766pt110-25
766pt110-31
766pt110-37
766pt110-43
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766pt110-55
766pt110-61
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766pt110-121
766pt110-127



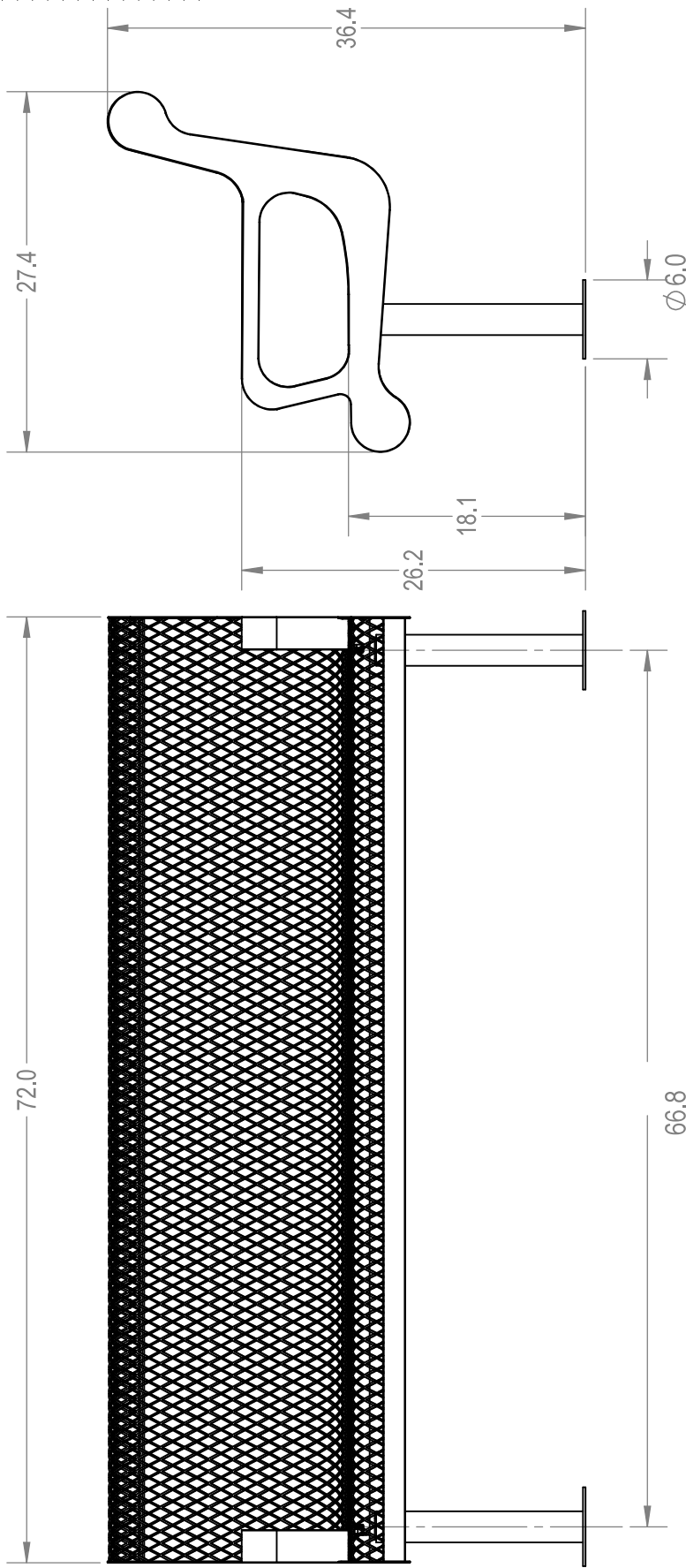
ParkTastic		NAME	DATE
DRAWN	GM	GM	1/3/2016
SALES APPR.			
CLIENT APPR.			
MFG APPR.			
Q.A.			
Design By -		CADWorksPro Chicago, IL	
www.cadworkspro.com			
TITLE:		46in Square Table - Portable	
Expanded Metal Version			
SIZE	DWG. NO.	REV	
A	766pt110		
WEIGHT:		SHEET 2 OF 3	

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Boca Raton, FL, IS PROHIBITED.



Manufactured For:

SKU: 766be130
Variations:
766be130-6
766be130-12
766be130-18
766be130-24
766be130-30
766be130-36
766be130-42
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766be130-54
766be130-60
766be130-66
766be130-72
766be130-78
766be130-84
766be130-90
766be130-96
766be130-102
766be130-108
766be130-114
766be130-120
766be130-126
766be130-132



ParkTastic		NAME	DATE
DRAWN	GM	GM	2/23/2016
SALES APPR.			
CLIENT APPR.			
MFG APPR.			
Q.A.			
Design By -		CADWorksPro Chicago, IL	
www.cadworkspro.com		SIZE	DWG. NO.
		A	766be130
		REV	REV
		WEIGHT:	SHEET 3 OF 4

TITLE:

6' Contoured Bench Surface Mount

Expanded Metal Version

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Manufactured For:



ParkTastic

Two Station Pet Fountain

Model Number: M-PM74 Series

SPECS

DOWNLOADS



M-PM74 SERIES

Two Station Pet Fountain

[+ Add to Favorites](#)

This two station outdoor pet fountain is push button activated and is non-squirt bubbler will ensure pets get the hydration they need without unwanted surprises.

The entire unit is constructed of durable, vandal and corrosion resistant, stainless steel. Finishes available include satin finish stainless steel and green, red, or blue powder-coat. Custom color finishes are available upon request.

A year-round freeze resistant option is also available.

 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov - Learn More about this warning.

SPECS

 Shows specifications for standard configuration. Configuration options may change specifications.

DELUXE PUBLIC WORK STAND



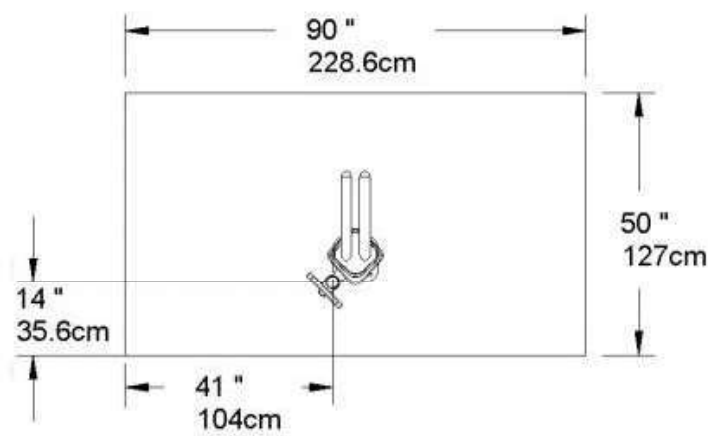
The Deluxe Public Work Stand puts the tools where the people need them — on the trails, near the streets, and in the bike rooms. Nine tools on retractable braided stainless steel cables brings durable, easy to use tools to the hands of cyclists. With a high quality vinyl decal, your branding stands out and reflects your commitment to the benefits of cycling.

Product Specifications

- Tools securely attach by retractable braided stainless steel cables
- Large surface area for custom branding/signage.
- Designed to directly interface with all three High Security manual pumps and Wheel Chock attachments (sold separately)
- Long hose provides wide range of motion without touching the ground
- Impact and UV resistant front plate won't show wear and tear from pedal strikes
- ADA-compliant design

Deluxe Public Work Stand

Recommended Setbacks



- Minimum of 41" from side of Deluxe Public Work Stand to wall or other objects
- Minimum of 14" from back of Deluxe Public Work Stand to wall
- Minimum of 60" from an adjoining street or cycle path

Tools Included



- Philips & standard screwdrivers
- Steel core tire levers (2)
- Headset/pedal wrench
- 8/10mm cone wrench
- 9/11mm cone wrench
- Torx T-25
- Hex key set

Dimensions							
Model #	Description	Type of Mount	Weight	Length	Width	Height	Space Requirement
26347C	Powder Coat	Flange	84 lbs.	10"	10"	55"	See Back
26347G	Galvanized	Flange	84 lbs.	10"	10"	55"	See Back
26347S	Stainless Steel	Flange	84 lbs.	10"	10"	55"	See Back



Thick-walled DOM tubing;
TIG welded to laser-cut steel;
stainless steel aircraft cable



Powder Coat
Galvanized
Stainless Steel



Installation hardware
included



2 year
warranty



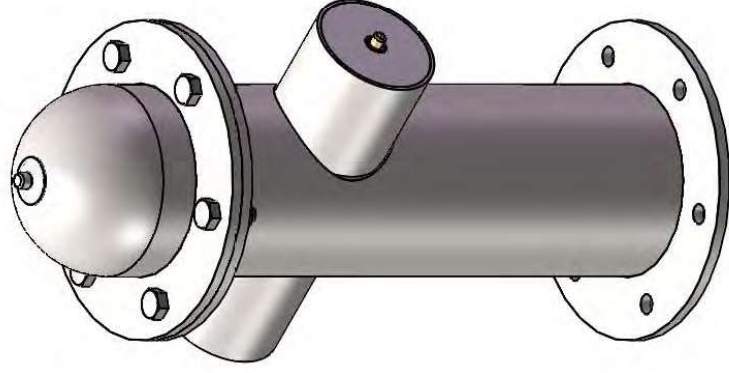
Made in
the USA



Standard Colors



A **PLAYCORE** company



Model # BARK-466



1675 Locust Street
Red Bud, IL 62278
Phone: 618-282-8200
Fax: 618-282-8202

WARRANTY & TERMS

WARRANTY: 5 Year Limited Warranty on Thermoplastic/Canine coated elements.

Bark Park guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

ORDER INFORMATION: When ordering please include a brief description of all items. Be sure to include colors for Canine coated and powder coated surfaces. To assist Bark Park in entering orders properly, please fax or mail orders on your standard purchase order form. Quotes are good for 30 days.

SPECIFICATIONS: Due to Bark Park's continuous product improvement, we reserve the right to change specifications when necessary without notice.

PRICING: Bark Park strives to keep pricing as low as possible. However, should we encounter increases in our costs that are simply too large to absorb, we reserve the right to increase prices without notice.

TERMS: Approved accounts net 30 days. Initial order requires payment in full before shipment. A finance charge of 1-1/2% per month will be applied to all delinquent accounts. We accept VISA, MASTERCARD and AMERICAN EXPRESS.

FREIGHT CHARGES: Terms of sale are F.O.B. factory. Bark Park will prepay and add the freight to the invoice if requested to do so. All weights are approximate.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. Bark Park is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. Bark Park will assist in filing claims if the freight arrangements were made by Bark Park at your request.

CANCELLATIONS AND RETURNS: Cancellations are only accepted with approval of Bark Park. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of Bark Park. All returns must be shipped freight prepaid.



A PLAYCORE Company

SAFETY WARNINGS & EQUIPMENT INSPECTION

- Owners and installers please note these safety warnings and make use of this checklist on a regular basis.
- Follow installation instructions when erecting equipment.
- Ground surfaces around equipment should be restored as needed. Concrete footings should never be exposed. Surface depth should comply with ASTM and CPSC specifications.
- Check for and repair damage caused by wear or vandalism, a major factor in injury causing situations.
- All protruding bolts should be covered or cut off and finished smooth. Sharp edges on pipes should be capped or removed. Check for bent, broken, or severely worn pipe, and replace.
- All equipment should be free of rust and repainted whenever necessary to deter rusting.
- We provide our customers with layout sheets and installation instructions. Please keep on file the specifications sheet that contains the listing of every part used.
- Never add components not intended for use with this product.
- Regular maintenance is necessary in this and all park and recreational equipment to insure the safety of the user.
- Note: Proper maintenance of equipment requires regular tightening of all bolts, nuts, and setscrews.
- Note: Regular checking of all parts, castings, etc. should be made. If a part is broken or worn, it should be replaced immediately.
- Check to be sure all fittings are tight and that bars and pipes do not move.
- Replace all worn S-hooks. S-hooks must be completely closed. Failure to close S-hooks can result in serious injury to the user. NEVER reuse S-hooks.
- Test for free movement of swing hanger and other moving attached parts.
- Check for worn chains and replace them.
- A soft resilient surface should be placed under all swings extending at least twice the height of the top rail both front and back.

BARK PARK PRODUCT SPECIFICATIONS

BARK-466 MISTING FIRE HYDRANT

Construction: Fire Hydrant is constructed using 6"dia. x 11ga. and 4"dia. x 11ga. tubing and 3/8" plates all electrically MIG welded together.

Misting Components: Internal misting components are fully assembled and plumbed for easy installation. Mist Pattern is 2' dia. cone shape x approx. 4' outwards. Mist Duration is 10 seconds. Water Supply must be 1/2" NPT.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Dimensions: 25" Tall and Max Width of 13 1/2" Wide.

Note: A concrete slab, minimum of 8' x 8', is recommended to reduce mud and erosion.

IMPORTANT: Spraying Fire Hydrant is not frost resistant. Draining of system is necessary for colder temperatures to prevent damage to internal components.

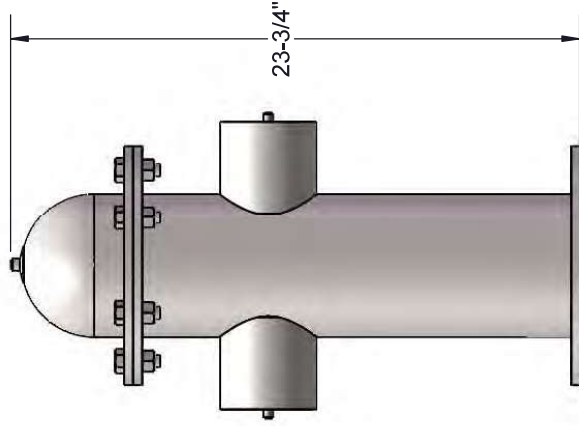
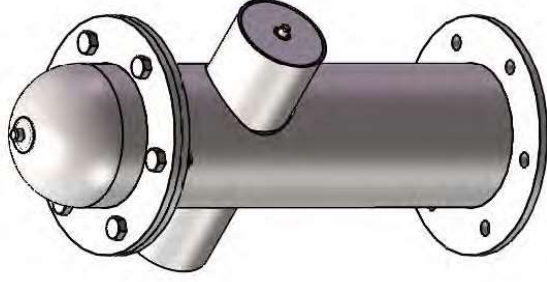
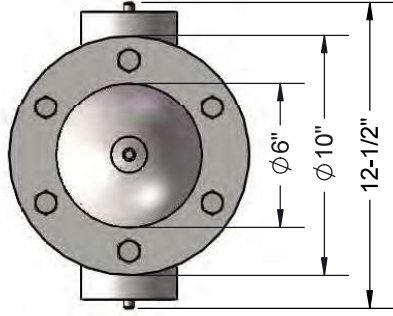


Bark Park

800-45-ULTRA

www.barkparkproducts.com

OVERALL DIMENSIONS

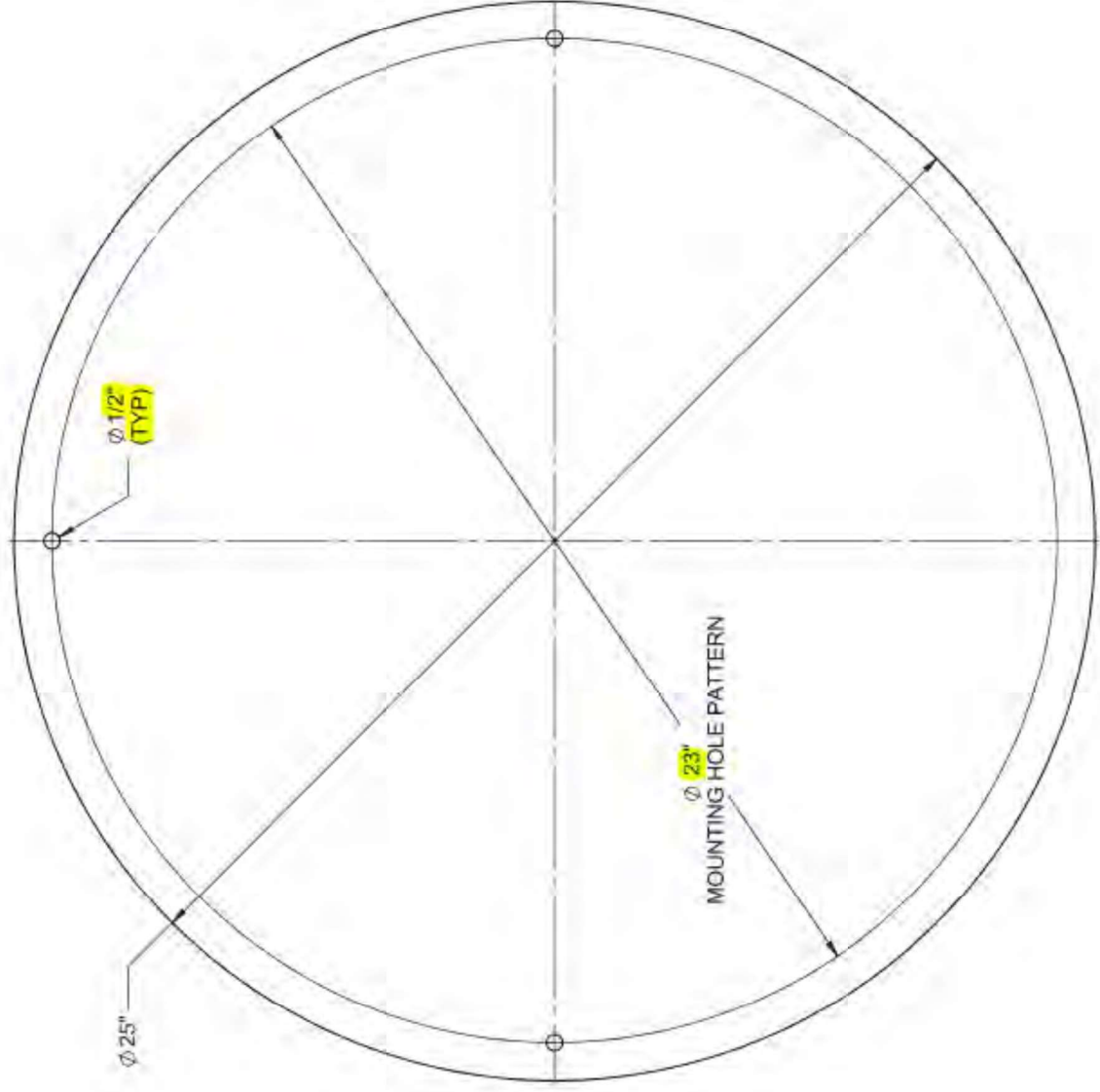


Recommended surface mount hardware:
 3/8" x 3 1/2" Concrete Expansion Anchor
 Bolts (NOT INCLUDED)



Custom Dog Park Rules Sign

SKU: 622dp400

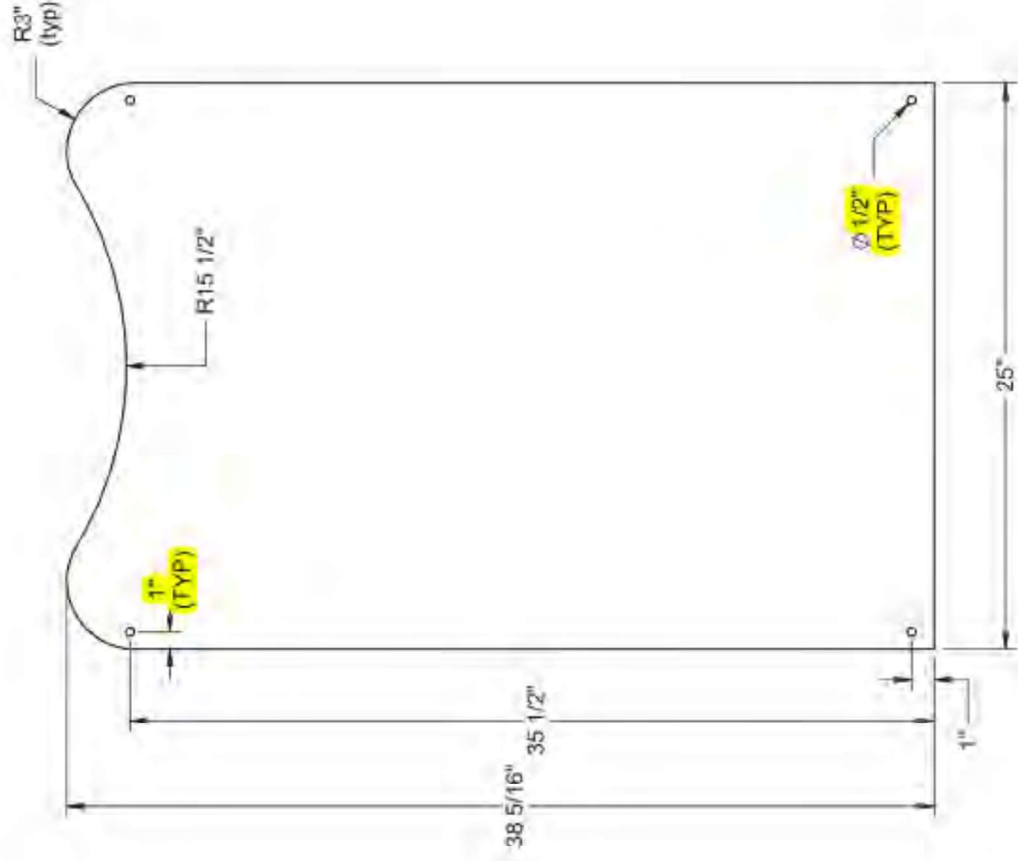


NOTE:
1. PP - OPTION 4
2. MOUNTING HOLES IN APPROX. LOCATION



Custom Dog Park Rules Sign

SKU: 622dp400



- NOTE:
1. PP - OPTION 4
 2. MOUNTING HOLE IN APPROX. LOCATION

800.364.7681



www.DOGIPOT.com

ALUMINUM DOGIPOT® HEADER PAK PET STATION (ITEM #1003HPA-L) SPECIFICATION, INSTALLATION AND OPERATION SHEET



YOUR ALUMINUM DOGIPOT® HEADER PAK PET STATION INCLUDES:

- Aluminum **DOGIPOT**® Pet Sign, with mounting hardware (two (2) 2¼" x ¼" tap bolts, washers and locknuts)
- Aluminum **DOGIPOT**® HEADER PAK Bag Dispenser (ITEM #1002HP-4), with mounting hardware (two (2) 2½" x ¼" bolts, washers and locknuts)
- Two (2) keys for Dispenser locking front access panel
- Four (4) HEADER PAKS OF **DOGIPOT**® Smart Litter Pick Up Bags™ (100 count per pak), installed in **DOGIPOT**® HEADER PAK JUNIOR Bag Dispenser
- 10 Gallon Aluminum Trash Receptacle (ITEM #1206A-L) with attached hinged lid and trash liner bag retainer bands, with mounting hardware (one (1) 2½" x ¼" and (1) 2¾" x ¼" bolts, washers and locknuts)
- One (1) box **DOGIPOT**® Smart Liner Trash Bags™ (ITEM #1404) (50 Count)

SEPARATE SHIPPING BOX

- 2" x 2" x 4' - 8' Galvanized Steel Telescopic Mounting Post, with installation hardware (two (2) carriage bolts (2½" x 5/16"), washers and locknuts)

PLEASE CHECK THE ABOVE INVENTORY AND CALL YOUR DISTRIBUTOR IF ANY PARTS ARE MISSING.

INSTALLATION AND OPERATION INSTRUCTIONS

1. Select a good visible spot in your community or park where you want to install the Aluminum **DOGIPOT**® HEADER PAK Pet Station.

2. Prior to installation, remove the 1¾" x 1¾" x 4' portion of the mounting post from the 2" x 2" x 4' portion of the mounting post before cementing. **Insert the larger portion of the mounting post (2" x 2" x 4') approximately 14"**

into an 18" deep by 8" diameter hole filled with a 40 lb. bag of "ready to use" concrete mix. To stabilize the post while cementing, place a rod, bolt or other device through the two bottom holes, prior to inserting into the ground and cementing. Level the post in a straight vertical position and let concrete dry for at least 12 hours.

3. After the concrete is dry, insert the smaller portion of the post (1¾" x 1¾" x 4') into the larger cemented portion of the post (2" x 2" x 4') until the first 4 holes are lined up between the two posts. Use two (2) carriage bolts, washers and locknuts to fix the telescopic post in position, the upper bolt in the top overlapping hole, pointing from right to left and the lower bolt in the bottom overlapping hole, pointing from front to back. The total height above ground with both post parts should now be approximately 6'6".

4. Start by installing the **DOGIPOT**® Pet Sign on top of the 1¾" post, with the upper hole matching the most upper hole in the square post using the enclosed 2¼" bolts, washers and locknuts. Continue installing the Aluminum **DOGIPOT**® HEADER PAK JUNIOR Bag Dispenser according to the mounting instruction enclosed with the Dispenser, ensuring that the upper edge of the Dispenser is approximately **1" below** the lower edge of the **DOGIPOT**® Pet Sign.

5. Install the Aluminum **DOGIPOT**® Trash Receptacle through the pre-drilled top oval holes in the back wall of the receptacle and through the square post with the remaining bolts, washers and locknuts, using the 2¾" bolt on top and the 2½" bolt below. **The upper edge of the trash receptacle must be approximately 12½" below the lower end of your Aluminum DOGIPOT® HEADER PAK JUNIOR Bag Dispenser so that the lid may completely open.** The upper back wall of the trash receptacle is supposed to touch the head of the lower post carriage bolt, which creates some space between the post and the receptacle, allowing the receptacle lid to open from left to right, without touching the post.

6. Insert one of the enclosed **DOGIPOT**® Smart Liner Trash Bags™ into the trash receptacle, folding it over the interior retainer bands. Proper installation and general maintenance will help prevent and minimize corrosion and expand the life of the aluminum trash receptacle and dispenser unit. **DOGIPOT**® offers Product Maintenance Paint to help cover any paint chips which may occur in the powder coating during the life of the product.

7. ENJOY WATCHING PET OWNERS PICK UP AFTER THEIR DOGS!

800.364.7681



www.DOGIPOT.com

ALUMINUM DOGIPOT® HEADER PAK PET STATION (ITEM #1003HPA-L)

SPECIFICATION, INSTALLATION AND OPERATION SHEET

(A) DOGIPOT® PET SIGN (ITEM #1203 / 1204)

- H: 18" x W: 11.5"
- 14 gauge reflective aluminum
- Weight: 1.35 lbs.
- Forest green on white

(B) ALUMINUM DOGIPOT® HEADER PAK JUNIOR BAG DISPENSER (ITEM #1002HP-4)

- H: 15'5" x W: 9.4" x D: 3.25"
- 12 gauge powder coated forest green aluminum
- Weight: 7 lbs.
- 400 bag capacity
- One bag dispenser slot
- Front locking access panel
- Clearly posted instructions

(C) ALUMINUM TRASH RECEPTACLE WITH LID (ITEM #1206A-L)

- H: 23" x 11.5" diameter
- 16 gauge powder coated forest green aluminum
- Weight: 14.6 lbs.
- 10 gallon capacity with interior trash liner bag retainer bands
- Attached aluminum hinged lid
- One (1) box 50 count **DOGIPOT®** Smart Liner Trash Bags™ (ITEM #1404) included (5 lbs.)

(D) TELESCOPIC GALVANIZED STEEL MOUNTING POST (ITEM #1301-P)

- 2" x 2" x 8'
- 11 gauge galvanized steel
- Weight: 15 lbs.

TOTAL HEIGHT FROM ABOVE GROUND:

- 6'.6"

SPACE BETWEEN DISPENSER AND SIGN:

- 1.0"

SPACE BETWEEN RECEPTACLE AND DISPENSER:

- 12.5"

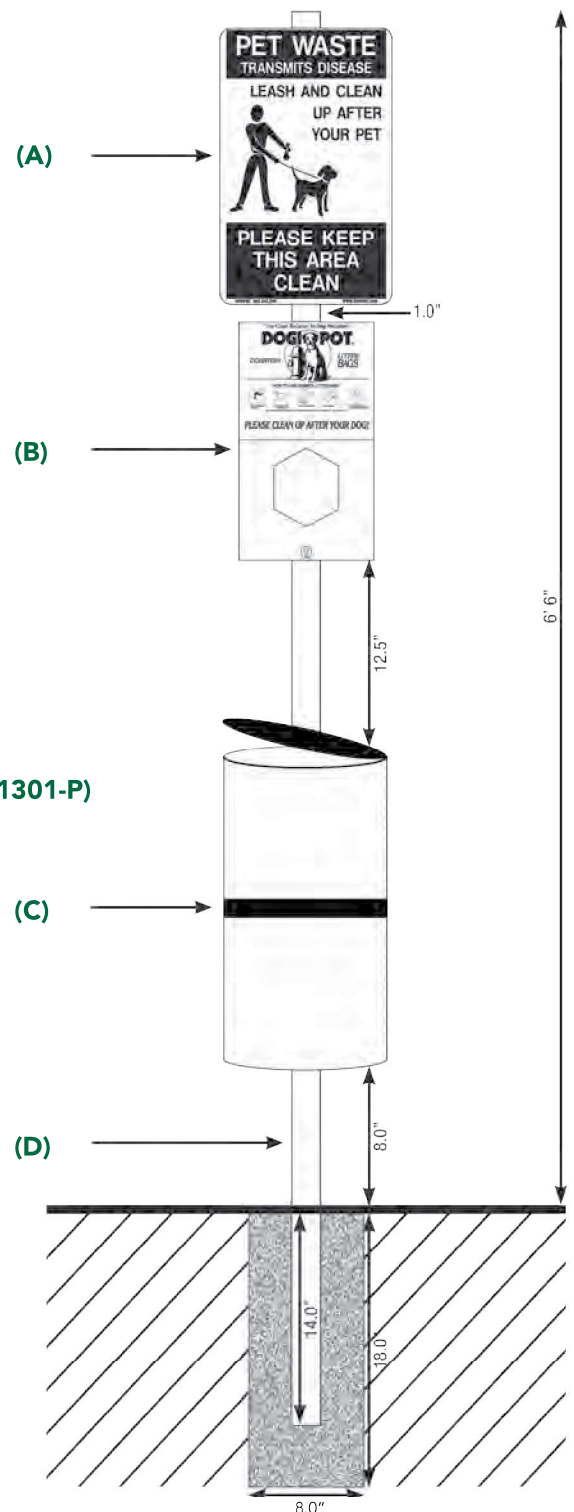
SPACE BETWEEN GROUND AND RECEPTACLE:

- 8.0"

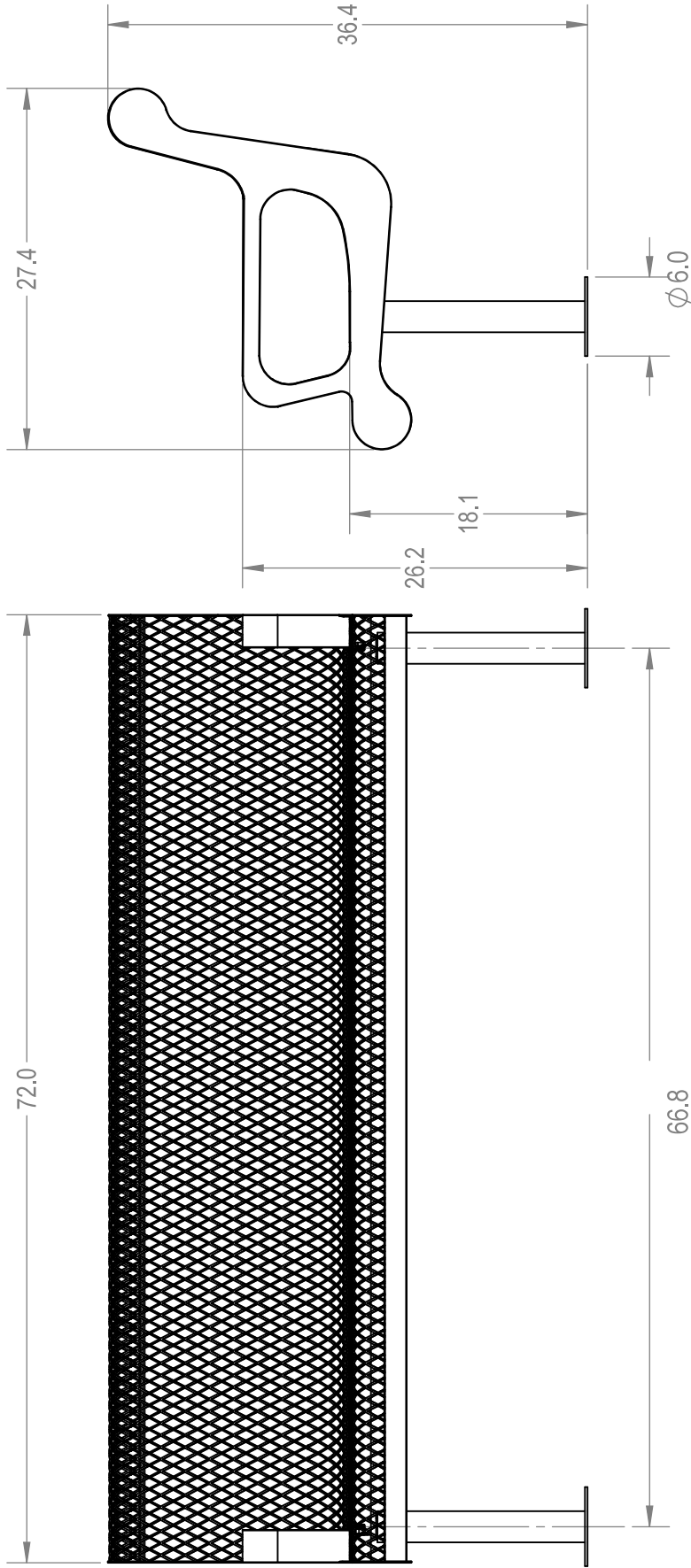
HOLE:

- D: 18.0" x W: 8.0"
- Fill with 40 lbs. "ready to use" cement

TOTAL SHIP WEIGHT: 45 LBS.
(MOUNTING HARDWARE INCLUDED)



SKU: 766be130
Variations:
766be130-6
766be130-12
766be130-18
766be130-24
766be130-30
766be130-36
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766be130-126
766be130-132



ParkTastic		NAME	DATE
DRAWN	GM	GM	2/23/2016
SALES APPR.			
CLIENT APPR.			
MFG APPR.			
Q.A.			
Design By -		CADWorksPro Chicago, IL	
www.cadworkspro.com		SIZE	DWG. NO.
		A	766be130
		REV	REV
		WEIGHT:	SHEET 3 OF 4

TITLE:

6' Contoured Bench Surface Mount

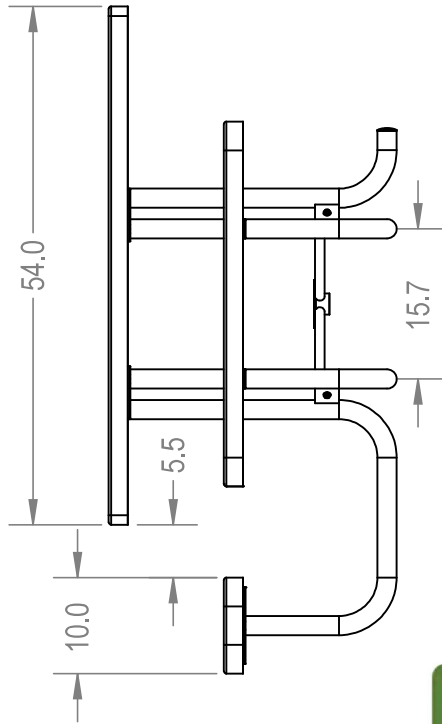
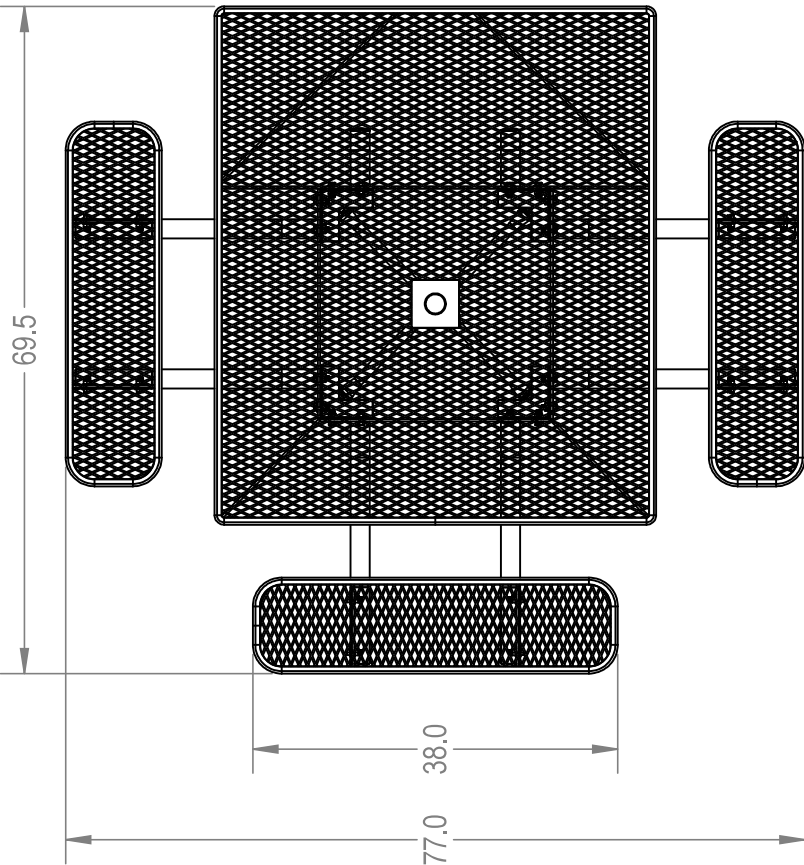
Expanded Metal Version

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Manufactured For:

SKU: 766pt110
Variations:
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766pt110-3
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766pt110-20
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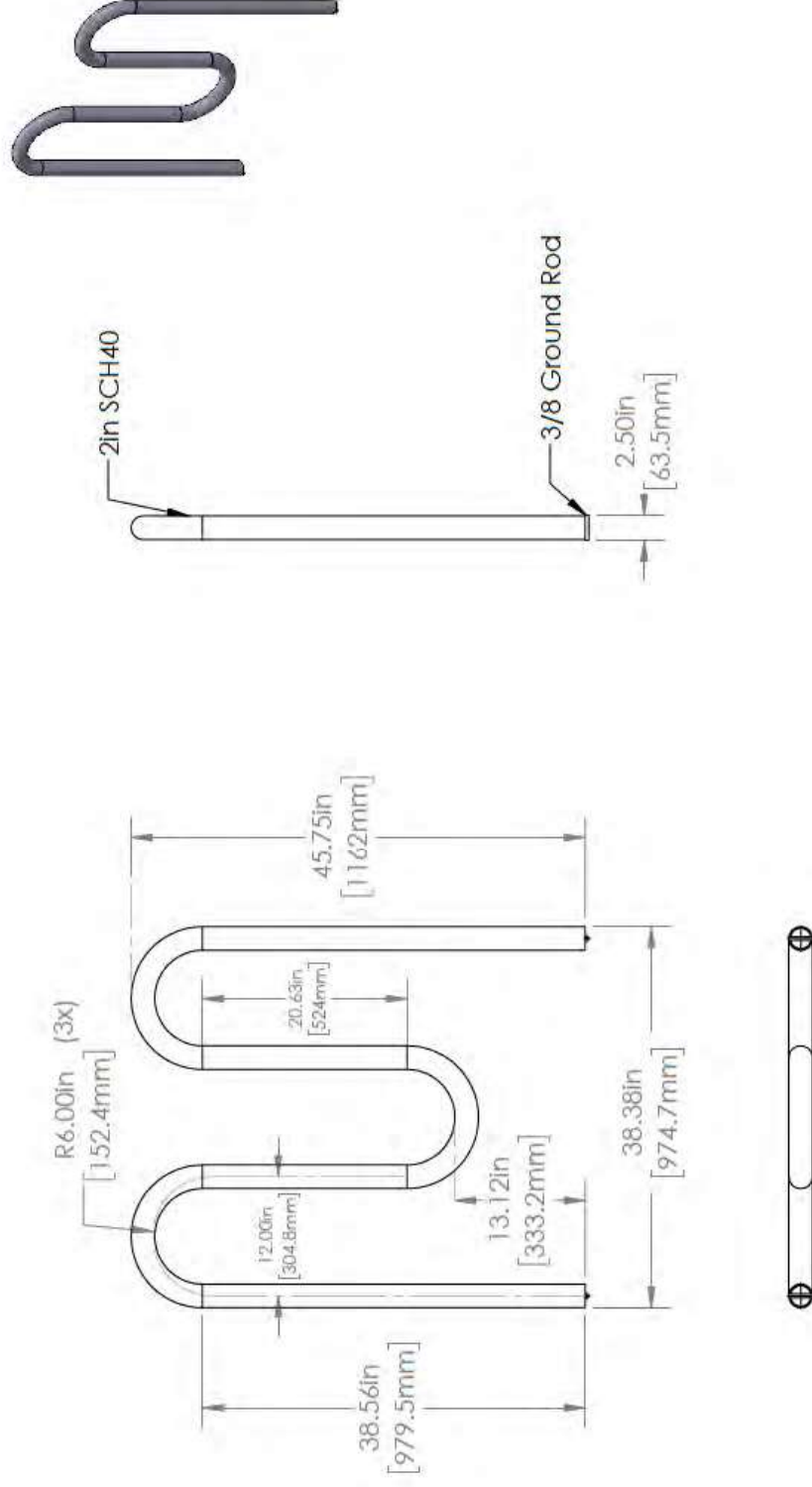


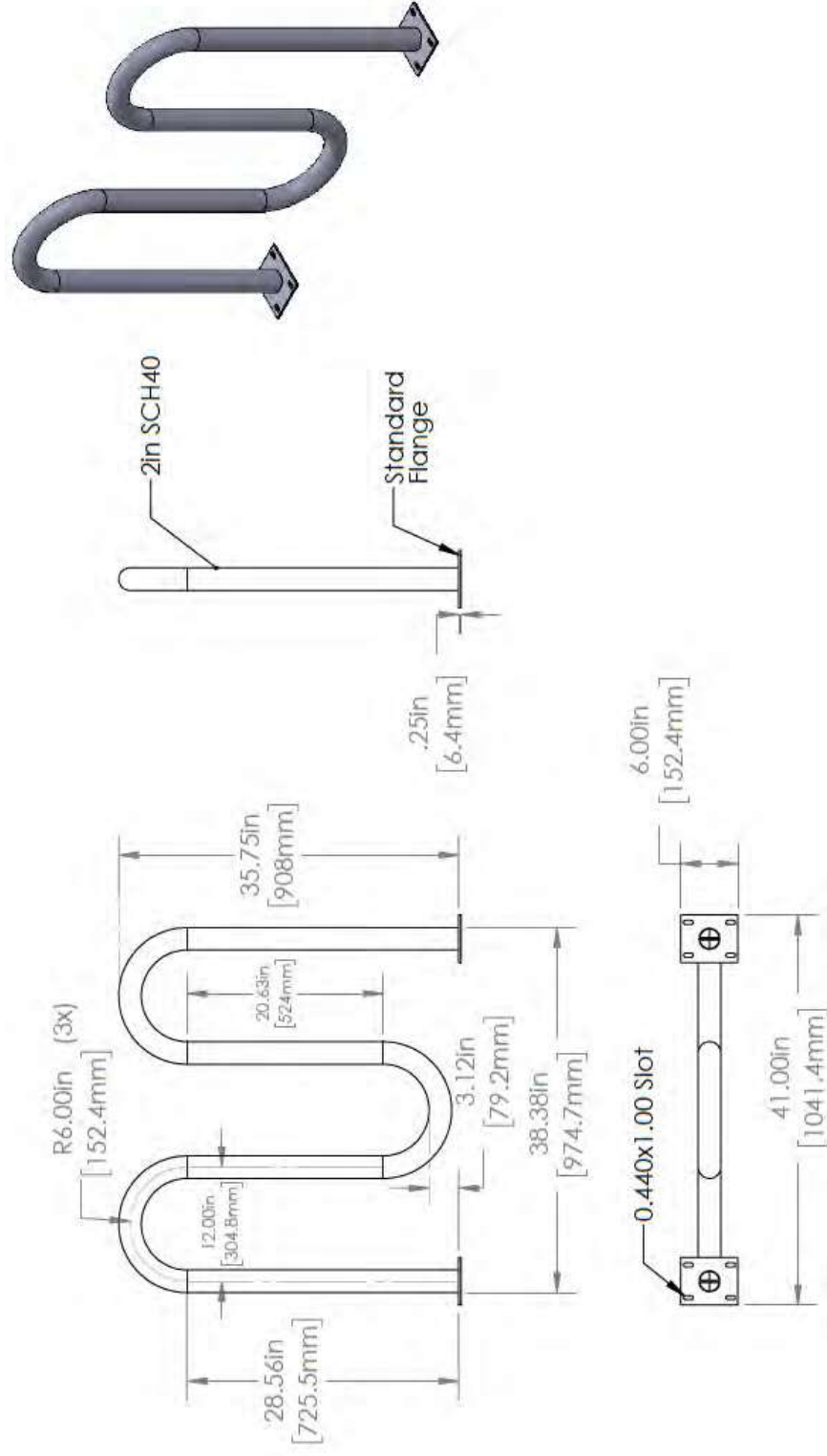
ParkTastic		NAME	DATE
DRAWN	GM	GM	2/13/2016
SALES APPR.			
CLIENT APPR.			
MFG APPR.			
Q.A.			
Design By -		CADWorksPro Chicago, IL	
www.cadworkspro.com			
TITLE:		46in Square Table - Portable	
3 Seat Accessible - Expanded Metal Version			
SIZE	DWG. NO.	REV	
A	766pt110		
WEIGHT:		SHEET 2 OF 3	

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Radius Bike Rack – In-Ground Mount

900br140-1





Installation Instructions:

UBX292

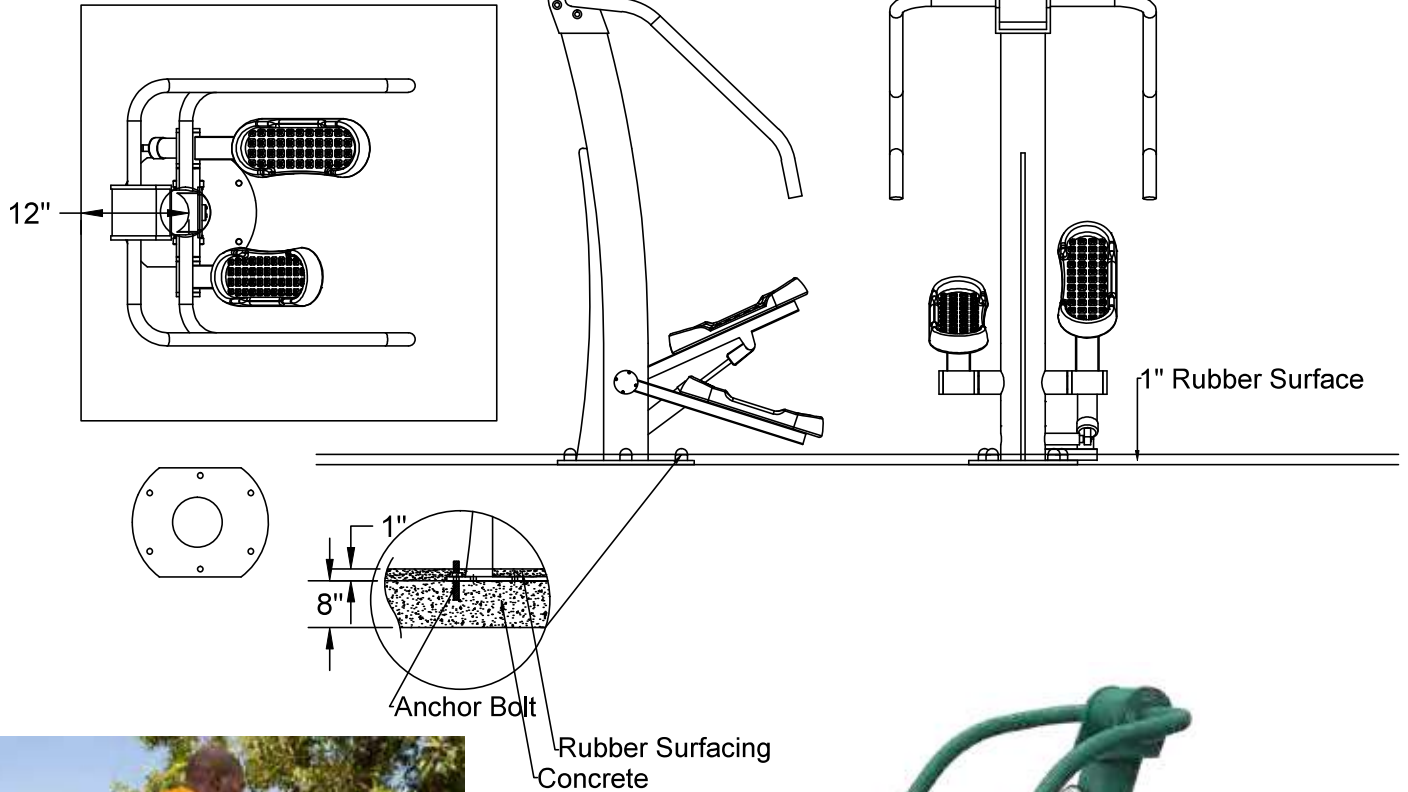
Stepper



Questions? Please call 888-315-9037 x105

- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"

CONCRETE PAD 48"x48"x8"



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

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LU22x2x2

Installation Instructions:

UBX217

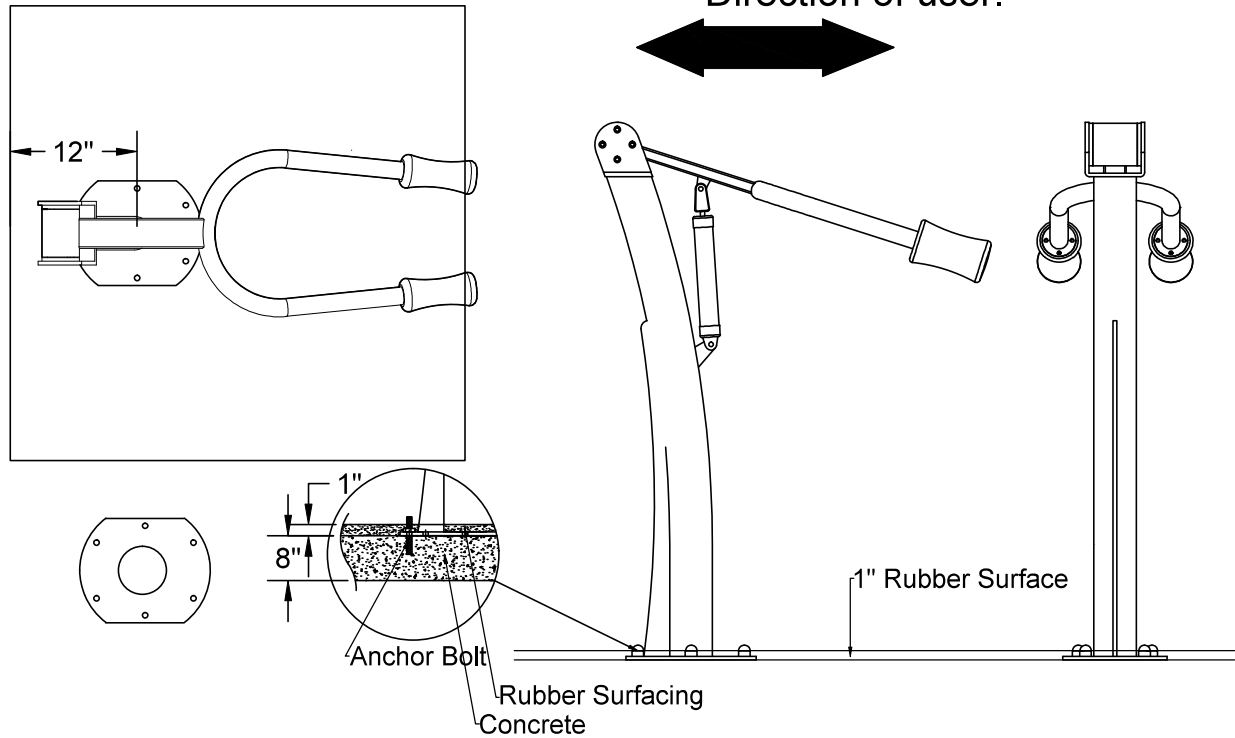
Squat



Questions? Please call 888-315-9037 x105

- When pouring a single pad for multiple units, **use concrete thickness 6"**
- When pouring standalone pads, **concrete thickness minimum 8"**

CONCRETE PAD 48"x48"x8"



***During installation, please be sure to also refer to the general installation instructions for surface mount.
Epoxy is not included in shipment and must be provided by installer.***

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LU22x2x2

Installation Instructions:

UBX246

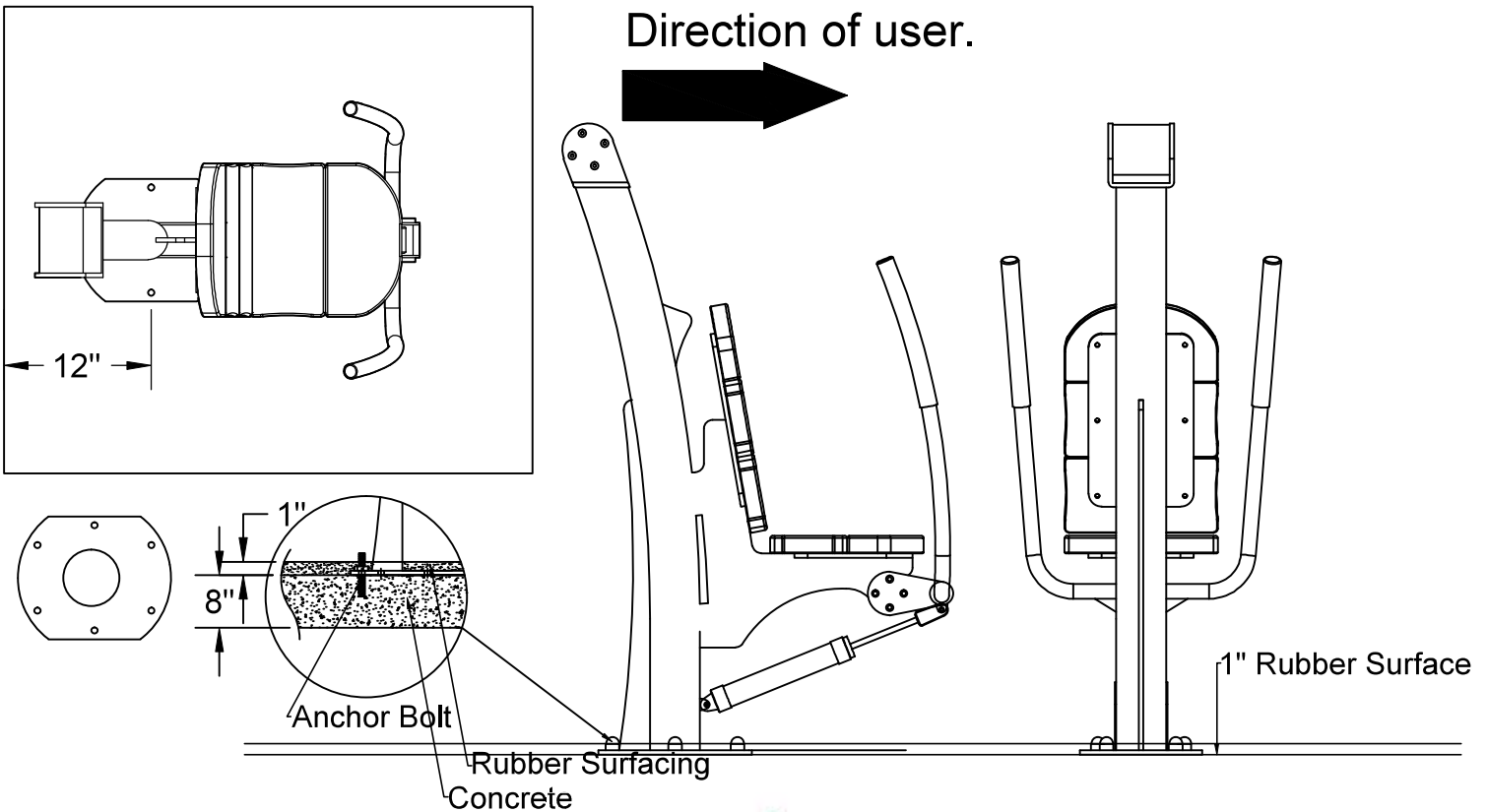
Chest Press (adjustable resistance)



Questions? Please call 888-315-9037 x105

- When pouring a single pad for multiple units, use concrete thickness 6"
- When pouring standalone pads, concrete thickness minimum 8"

CONCRETE PAD 48"x48"x8"



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

© 2022 Greenfields Outdoor Fitness, Inc.
LU22x2x2

Installation Instructions:

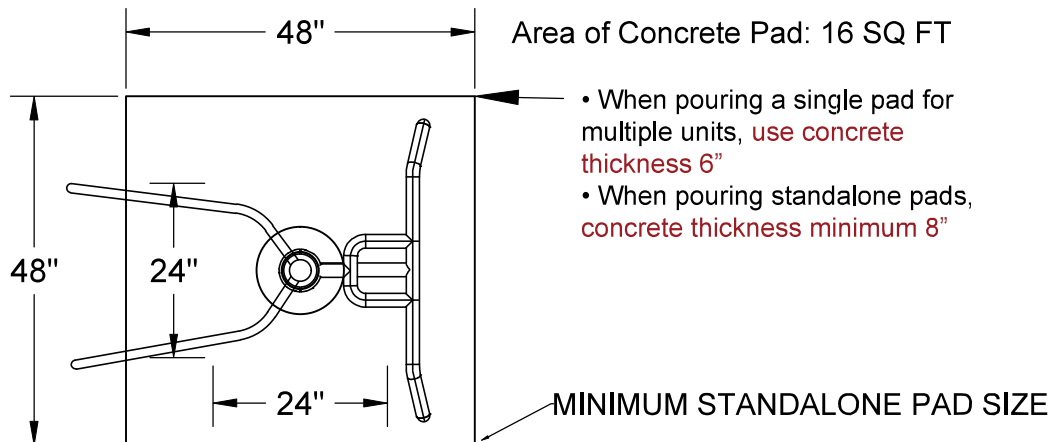
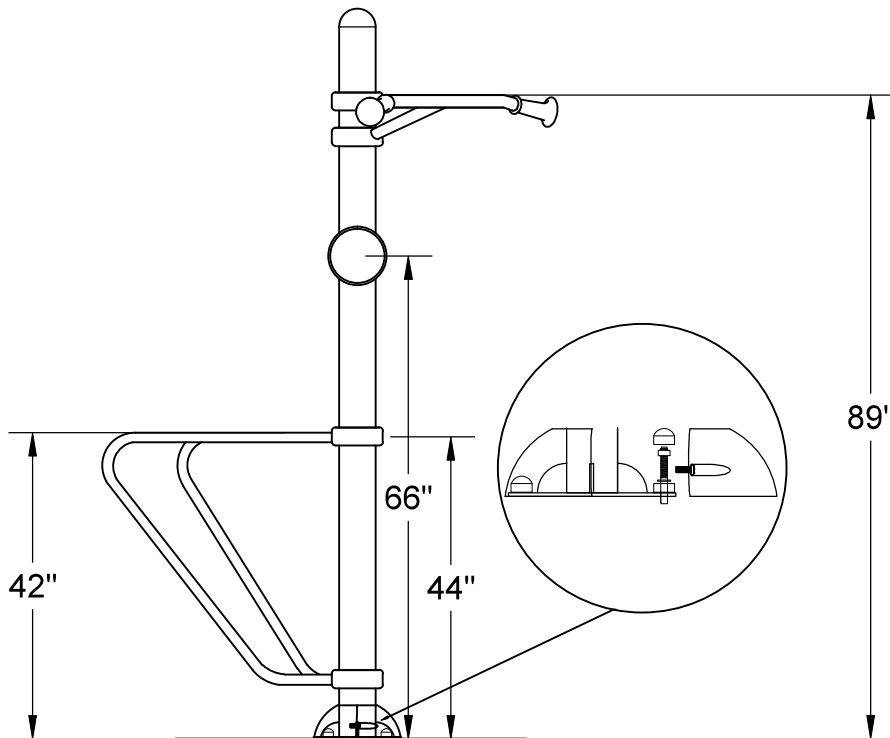
SGR070

2-Person Pull-Up & Dip Station

This unit ships in 3 separately wrapped components.



Questions? Please call 888-315-9037 x105



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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© 2022 Greenfields Outdoor Fitness, Inc.
LU22x2x2

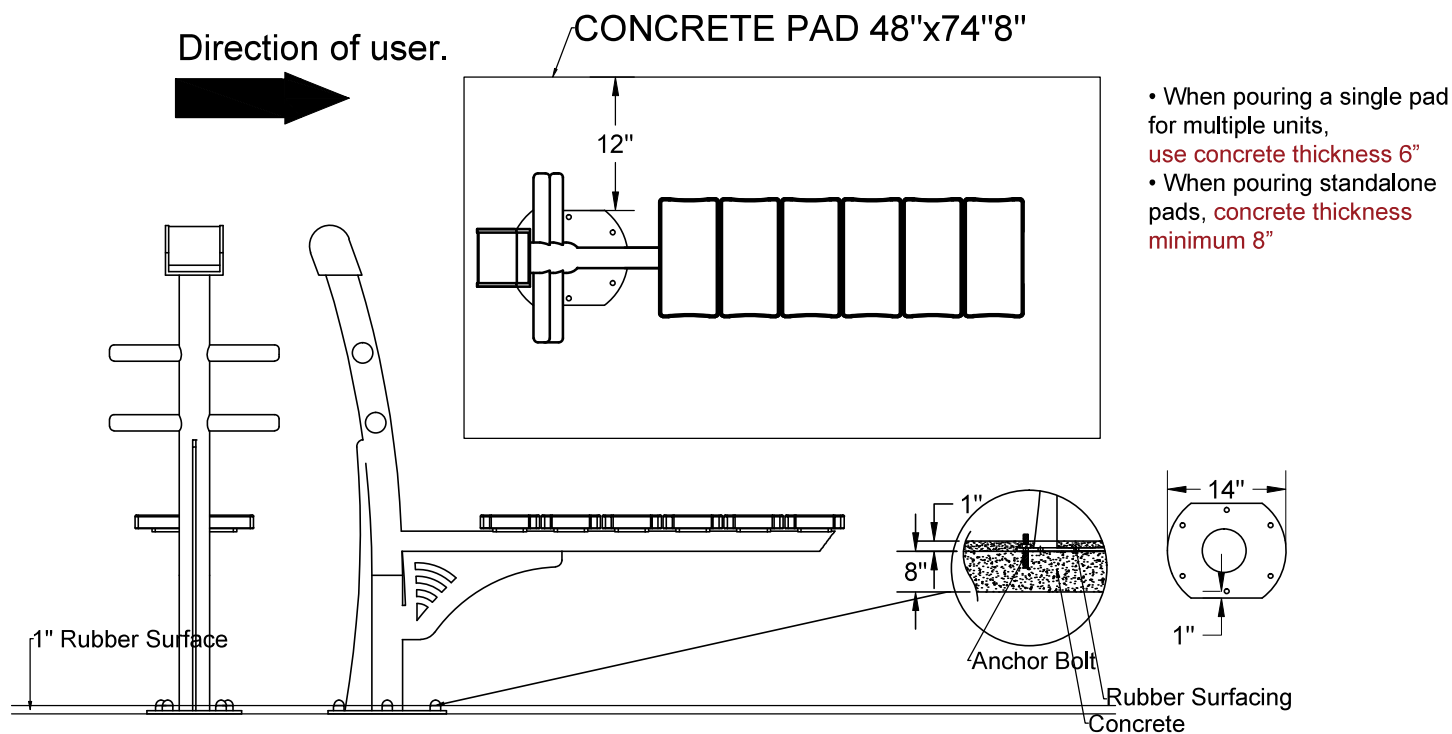
Installation Instructions:

UBX223

Sit-Up Bench



Questions? Please call 888-315-9037 x105



During installation, please be sure to also refer to the general installation instructions for surface mount. Epoxy is not included in shipment and must be provided by installer.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are "one size fits most".

© 2022 Greenfields Outdoor Fitness, Inc.
LU22x2x2

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 15.

ITEM: A request by Bay Harbor Islands Property Owner II LLC, owner of the properties located at 9431, 9461, and 9481 East Bay Harbor Drive (The LaBaia North Project), to modify the TDR contract approved by the Town Council on June 22, 2022, to reduce the number of TDRs from the 46 approved to 31, due to modifications to the project. Enclosed is the Town Planner's Staff Report and other supporting documents.

DESCRIPTION:

The Town approved the original Site Development Plan for the site on August 20th, 2013, for 72 DUs. After the 2013 site plan was approved, the Town Council agreed to sell them 46 public Town-owned TDR units at \$30,000 each. No private TDRs were ever pursued for this project. The developer has kept the project alive by extensions and filing for Building Permits. In 2021, the project was sold to a new developer (Eichner) who wants to make the project condo / higher end vs. rental and dropped the DU count from 72 to 57. In late June 2022, the TC approved a revised Site Development Plan for 57 DU, and due to the loss of their previously approved underground parking garage, allowed them to purchase 39 parking spaces in the Town's Parking Trust. This revised TDR Sales Agreement will finalize the paperwork for the lower # of TDRs to be acquired from the Town (31 vs. 46). The base density allowed is 26 DU, so they need 31 TDR units to build the 57 DU project. This project was approved prior to the Town setting maximum density limits and limiting the % of TDRs that can be purchased from the Town.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI La Baia North Town TDR Mod Staff Report Feb 24 2023
2.	Letter to Town RE Addendum to La Baia TDR Contract 2.16.2368

3.	Assignment of TDR Contracts 1 - Royal House2641
4.	Addendum to TDR Contract - La Baia North 2.17.23 Draft84
5.	Renderings of La Baia North

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

To: Maria Lasday – Town Manager
Joseph Geller, Esq. – Town Attorney
Yvonne P. Hamilton, CMC - Town Clerk
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 24th, 2023

Subject: La Baia North (formerly Royal House) – 57 DU Multi-Family Residences
9431-9461-9481 East Bay Harbor Drive
Revised TDR Donor Request – From Town-Owned “Pool”
Addendum to 2013 Town Sales Contract to Reduce DU from 46 to 31
Bay Harbor Islands Acct. No. BP2016-35
MMPA Acct. No. 01-0702-0960

ISSUE

On December 18th, 2012, an initial Site Development Plan approval was granted by the Town's Planning and Zoning Board (now Design Review Board (DRB)) for a 72 DU multiple-family complex to be known as Royal House (Res. No 1147-B). Over the summer of 2013 the developer at that time (TAUBCO) requested several modifications to the initial Site Development Plan. On August 20th, 2013, a revised Site Development Plan approval was granted by the Town's Planning and Zoning Board also for a 72 DU multiple-family complex (Res. No. 1175). The project has received a number of Development Order / Permit approval timeframe extensions over the years (Town Code allowances up to 18 months / various state allowances due to COVID & natural disasters / FBC for BP) to timely submit / obtain building permits / begin construction. On May 17th, 2021, this development site was sold to a new developer (The Continuum Co.). The new developer revisited the original design plans over the winter of 2022 and filed an application for a number of Site Development Plan revisions to construct a 57 DU condo complex (15 DU less than the original 2013 project) that is more family-oriented / luxurious (original complex was intended as a rental complex). In May 2022 a new application for a revised Site Development Plan was filed with the Town. In addition to the reduction of DU, due to FEMA / FBC flood restrictions that prohibit underground parking garages beneath solely residential complexes, the new Building Officials for the Town determined the previously approved underground parking garage approved by a previous Building Official could not be built; therefore, the project had to be re-designed. As part of that redesign, the Town Council approved a revised Site Development Plan / Town Parking Trust contribution for 39

**Bay Harbor Islands - TDR Staff Report
La Baia North (formerly Royal House) – Amended Public TDR Request
Addendum to 2013 Town Sales Contract to Reduce TDR DU from 46 to 31
9431 – 9461 – 9481 East Bay Harbor Drive
February 24th, 2023
Page 2**

parking spaces that could not easily be accommodated on the site without the loss of DU and building area. After a review by the Design Review Board (DRB) the Town Council approved the revised Site Development Plan and Parking Trust Agreement on June 29th, 2022. The developer is now seeking to move forward with construction.

The allowable base zoning density of 34 DUA would allow 26 DU on this receiving site (.774 acres X 34 DUA = 26.34 or 26 DU). Based on the original 72 DU the developer would have been required to acquire 46 TDR units to proceed with the development. On March 22nd, 2013 the Town Council at that time approved a Town-Owned (public) TDR sale to the original developer for all of the required forty-six (46) TDR units. This TDR sale predated the Town's initial 2014 policy that limited the quantity of TDR sales from the Town to developers to no more than 50% of the necessary TDRs, unless extreme circumstances existed. As a matter of information in Sept. 2022 the Town Council revised the policy to no more than 25% of the necessary TDRs.

The cost of acquiring Town-Owned TDRs has changed over the years to reflect the current real estate market. When this project was originally approved in 2013 (after the 2007-2010 Great Recession) the cost of a Town-Owned TDR unit for a waterfront site was only \$30,000 per DU, as the real estate market had been depressed for some time. Since that time the Town has had periodic updated appraisals done and adjusted its TDR prices. In 2019 the Town increased its TDR sales prices to \$75,000 for a waterfront allocation and \$65,000 for a dry lot allocation due to a rebound in the real estate market. In late 2022 the Town commissioned its latest appraisal and updated its TDR prices to \$125,000 for a waterfront allocation and \$100,000 for a dry lot allocation. The Town felt these prices were justified due to the recent high cost of real estate and the dwindling supply of public Town-Owned TDRs units. However, as to this project, a sales contract was entered into in 2013 to sell 46 Town-Owned TDR units to this development site at a cost of \$30,000 per DU / \$1,380,000. The terms of the sales contracts used at that time were more favorable to developers, in our opinion. A modest deposit of \$10,000 was required to reserve the Town's 46 TDR units – the Town's TDRs have been reserved to this site for 10 years now (2013-2023). The "closing" was to occur the latter of (1) 20 days after the TDR approval was deemed final, or (2) the date on which the Purchaser obtained a Building Permit from the Town. While the development approvals are considered vested, the Town has not been requested to issue Building Permits as yet. An initial Building Permit application was made several years ago with several reviews occurring; however, due to the 2022 Site Development Plan revisions, revised plans have not been submitted to our knowledge reflecting the reduction in DU, loss of the underground parking garage, and the other changes approved.

On February 17th, 2023 the Town received a letter request from the developer's law firm (Bercow) requesting an approval of a contract addendum to the 2013 TDR Sales Agreement to reduce the quantity of Town-Owned TDRs from 46 units to 31 units (15 less DU). This reduced quantity of DU is reflective of the project DU reduction approved by the Town Council on June 29th, 2022. It is noted the applicant's request does not alter the 2013 cost per each TDR DU (\$30,000). Based on the new quantity of TDRs the Town would now receive \$930,000 (31 TDRs) vs. \$1,380,000 (46 TDRs).

The Town's administration has determined that because the Town Council approved the original 2013 TDR sales agreement, as required by the Town Code, any modifications thereto should be submitted to and approved by the Town Council. While the Town Council approved the applicant's 2022 Site Development Plan modifications, the TDR transaction is separate.

PROJECT DESCRIPTION

The latest June 2022 Site Development Plan would allow for the construction of a proposed fifty-seven (57) unit mid-rise residential development. The proposed now enlarged dwelling units range from 1,434 to 2,109 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned north / south on top of a one-story grade level parking garage structure. Two (2) driveway connections to E. Bay Harbor Drive are proposed. The southerly driveway is primarily an inbound driveway that forms a looped “drop-off area” in front of the building and connects internally to other driveways. This driveway connects to a two-way driveway located at the north end of the building that serves as the entry to the parking garage. Four (4) exterior guest / loading spaces are provided in the revised site design. On the building rooftop is a recreational facility with a swimming pool and expansive sundeck areas. The proposed new building is 8-stories in height (7 floors of residential over 1st floor lobby / common areas / parking garage @ max. 75-feet above BFE +1' FBC freeboard). The updated survey submitted indicates the lands are now vacant and cleared.

As mentioned above the original 2013 Site Development Plan included a fully enclosed underground parking garage with 102 parking spaces (regular / tandem / vehicle lifts) – the balance above grade. This comprised a majority of the project's required parking spaces. The Town Code allows underground parking garages subject to design criteria – but all construction is subject to the Florida Building Code (FBC) / other governmental agencies such as FEMA. FEMA and the FBC still allows “parking / storage / access to the building (lobby) below the established FIRM Base Flood Elevation (BFE). However, if a parking garage is enclosed and the floor of the garage is below “grade” the current rules do not allow an underground parking garage under “residential” buildings. However, underground parking garages are acceptable to FEMA / FBC under Commercial or Mixed-Use developments (some mixture of residential / commercial / office / hotel etc.), as they are deemed a “basement” that is prohibited in purely residential projects. The Town Code requires all required parking spaces to be constructed on the actual development site, but also allows parking to be constructed on nearby sites held under a Unity of Title, and the Town Code also allows payment into the Town's Parking Trust (last resort as the parking demand is at the site). Based on 57 DU a total of 114 parking spaces are required per the Town's Off-Street Parking Code (2 per DU), which includes guest / ADA spaces. The developer is proposing that all parking at this site be via a 24/7 valet service. Without removing additional DUs above the ground level (example - converting all or part of Level 2 to a parking garage) the project architect has redesigned the project to remove the underground parking garage completely and reconfigure the grade level (Level 1) parking facilities (garage / outside) to provide 47 permanent designated parking spaces. The developer hired a noted Transportation Engineering firm to examine the revised development plan to study expected parking demand (# of spaces needed), their location, valet parking options, off-site parking options, and drop-off queuing (vehicle stacking) analysis to avoid negative impacts to the future residents and neighboring sites. The study indicates that 75 parking spaces should be adequate to serve this development, provided the recommended number of valet attendants (3) occurs at peak times. A valet parking plan was provided indicating that up to 75 parking spaces could be provided at the site (parking garage / front yard guest). Based on this the Town Council approved this revised project on June 29th, 2022 with an allowance to acquire 39 parking spaces through the Town Parking Trust.

BACKGROUND

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over one third of the older existing developments have densities over 34 DUA. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developers chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop their sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density – 34 DUA. If a developer desires to build to a higher residential density than 34 DUA, and they can meet all the Town's land development criteria, the Planning and Zoning Board approves the site design, and the Town Council likes the design and approves TDR allocations, which occur on a case-by-case basis, the project can be built to include additional DU.

On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval. The Royal House project was approved prior to the Town establishing maximum density limits. Applying the current 70 DUA criteria, this site if requested to be approved today (2023) would only be allowed to include 54 DU. With 57 DU as proposed the project density would be 73.6 DUA.

. SUMMARY / OPTIONS / ACTIONS

The Town Council approved a revised Site Development Plan and Parking Trust Agreement on June 29th, 2022 for a 57 DU multifamily complex. In 2013 the Town approved a 72 DU project for this site that required the acquisition of 46 TDR units. Based on the revised project DU 31 TDR units are now required. Review the contents of this staff report and, if the Town Council agrees to the request, favorably consider the applicant's request to modify the original 2013 Town TDR Sales Agreement to reduce the quantity of TDR purchased from the Town from forty-six (46) to thirty-one (31) TDR units from the Town-owned "pool" of TDR units. The applicant is requesting to continue use the same 2013 cost per Town-Owned TDR unit (\$30,000 per DU). Due to the depleted quantity of Town-Owned TDR units, the Town would recover 15 TDR units, which would benefit the Town.



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

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

February 17, 2023

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

RE: Addendum to TDR Contract with Reduction in TDRs for the Property
Located at 9431, 9461, and 9481 East Bay Harbor Drive, Bay Harbor
Islands, Florida

Dear Ms. Lasday:

Our firm represents Bay Harbor Islands Property Owner II LLC (the "Owner"), the owner of the properties located at 9431, 9461, and 9481 East Bay Harbor Drive (collectively the "Property") in the Town of Bay Harbor Islands, Florida (the "Town").

The Owner obtained modifications, as approved by the Town Council on June 29, 2022, for a multifamily development known as La Baia North (the "Project") that among other items reduced the proposed number of units from 72 to 57 (a different of 15 units). The Project has an associated Transfer of Development Rights ("TDR") Contract for 46 Town TDRs (the "TDR Contract"). Due to the modifications to the Project, the Owner has prepared an Addendum to the TDR Contract to reduce the number of TDRs to 31 (the "Addendum"). See attachment.

We respectfully request your review and approval of the Addendum. Should you have any questions or wish to discuss you may reach me at 305-377-6236.

Sincerely,

Matthew Amster

Attachment

cc: Joseph Geller, Esq.
Jeffrey Bercow, Esq.

ASSIGNMENT AND ASSUMPTION OF TDR CONTRACT

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

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

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

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

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

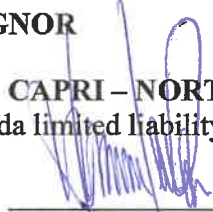
5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

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

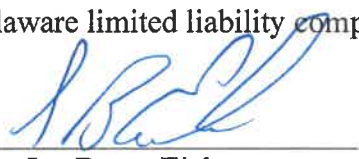
ASSIGNOR

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

By: 
Name: Irwin Tauber
Title: Manager

[Signatures continue on following page]

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

By: 

Name: Ian Bruce Eichner

Title: Authorized Signatory

EXHIBIT A
TDR CONTRACT
See attached.

AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Agreement") is made and entered into as of the 22nd day of March, 2013 (the "Effective Date") by and between ROYALE CLUB TOWERS, LLC, a Florida limited liability company (the "Purchaser"), and TOWN OF BAY HARBOR ISLANDS (the "Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Purchaser is the owner of that certain real property located in Miami-Dade County, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase forty-six (46) transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Property.

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

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

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

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

3. Purchase Price; Deposit.

(a) Subject to the credits set forth in this Agreement, Purchaser shall pay Seller \$1,380,000.00 (the "Purchase Price") for the TDRs at "Closing" (as hereinafter defined) in good and immediately available United States funds by wire transfer to an account designated by Seller.

(b) Purchaser shall deliver to GrayRobinson, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount of \$10,000.00 to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Closing Conditions.

(a) Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to Purchaser's obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) Seller shall not be in default of any term, covenant, condition or other provision of this Agreement; (ii) all of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 6 above shall be true and correct in all respects; and (iii) the Town Council of Seller adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), and all appeal periods to the TDR Approval have expired with no appeal to the TDR Approval having been filed.

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

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Purchaser a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Purchaser in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances; (b) Seller shall execute and deliver to Purchaser a resolution evidencing its authority to execute and deliver the Deed; and (c) each Party shall execute and deliver to the other Party a closing statement in usual and customary form.

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

11. Default.

(a) If Purchaser defaults on any term, covenant, condition or other provision of this Agreement, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to Purchaser and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Purchaser and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Purchaser shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Purchaser, and (ii) Purchaser shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default.

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

termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Purchaser, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (xi) Purchaser shall have first provided written notice of the default to Seller, and (xii) Seller shall have failed to cure the default within a period of fifteen (15) days after receiving notice of such default.

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

Notices to Purchaser shall be sent to 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154 Attn: Irwin Tauber, Phone No. (305) 861-8181, email address itauber@taubco.com; together with a copy to GrayRobinson, P.A., Attn: Michael S. Sheitelman, Esq., 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 3301, Phone No. (954) 761-8111, email address michael.sheitelman@gray-robinson.com.

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

Notices to Escrow Agent shall be sent to GrayRobinson, P.A., Attn: Michael S. Sheitelman, Esq., 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 3301, Phone No. (954) 761-8111, email address michael.sheitelman@gray-robinson.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

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

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

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

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

15. Miscellaneous.

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

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

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

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

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

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

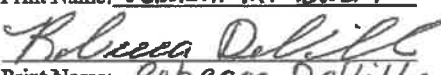
(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only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

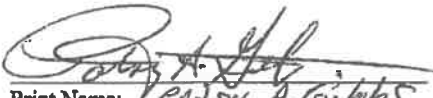
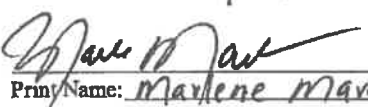
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

[signatures follow on next page]

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

Signed, sealed and delivered
in the present of:


Print Name: Deborah M. Lowery

Print Name: Rebecca Deville


Print Name: Patsy A. Gibbs

Print Name: Marlene Mavate

PURCHASER:

ROYAL CLUB TOWERS, LLC, a Florida limited
liability company

By: 
Irwin E. Tauber, Manager
Date: March 19, 2013

SELLER:

TOWN OF BAY HARBOR ISLANDS

By: 
Name: Ronald J. Wasson
Title: Town Manager
Date: March 22, 2013

EXHIBIT "A"

The Legal Description of the Property

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

ADDENDUM TO AGREEMENT FOR PURCHASE AND
SALE OF TRANSFERABLE DEVELOPMENT RIGHTS

THIS ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (this “Addendum”) is made and entered into this ____ day of February, 2023 by and between TOWN OF BAY HARBOR ISLANDS (the “Town” or “Seller”), and BAY HARBOR ISLANDS PROPERTY OWNER II LLC (the “Buyer”). Seller and Buyer are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, on March 22, 2013 the Town Council approved an Agreement for Purchase and Sale of Transferable Development Rights (the “TDR Contract”), with the prior owner, Royale Club Towers LLC, a.k.a. Casa Capri – North LLC, for the purchase of forty-six (46) transferable development rights (“TDRs”) from the Town in connection with the approved development project originally known as “Royal House” and now known as “La Baia North” on the real property located at 9431, 9461, and 9481 East Bay Harbor Drive, Bay, Harbor Islands, FL (the “Property”);

WHEREAS, on May 17, 2021, pursuant to Section 15(f) of the TDR Contract, the Buyer executed an Assignment and Assumption of TDR Contract with Casa Capri – North, LLC (the “Assignor”), attached hereto as Exhibit A and including a copy of the TDR Contract, where the Assignor granted, transferred and assigned to the Buyer all right, title and interest in and to forty-six (46) transferrable development rights, which the Assignor had previously agreed to purchase from the Town;

WHEREAS, on June 29, 2022 the Town Council approved a revision to the approved site plan for La Baia North which, among other things, reduced the number of units from seventy-two (72) units (requiring 46 TDRs) to fifty-seven (57) units, which requires thirty-one (31) TDRs (57 units - 26 base units = 31 TDRs);

WHEREAS, the Buyer is actively processing the building permit for the La Baia North project;

WHEREAS, the Buyer wishes to reduce the number of TDRs to be purchased through the TDR Contract from forty-six (46) to thirty-one (31) consistent with the last version of the permit plans submitted to the Town, which reduces the total Purchase Price to \$930,000;

WHEREAS, Cole Schotz P.C. (“CS”) is presently acting as Escrow Agent (“EA”), holding the \$10,000 deposit in escrow;

WHEREAS, the Parties now desire to replace Cole Schotz P.C. (“CS”) as EA with Greenspoon Marder LLP (“GM”), by means of this Addendum, and both CS and GM agree and consent to GM so replacing CS as EA;

WHEREAS, the Seller and Buyer agree to this Addendum and to amend the terms and conditions of the TDR Contract as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Defined Terms. Defined terms in the TDR Contract shall have the same meaning in this Addendum.
3. The number of TDRs in the TDR Contract is hereby reduced by fifteen (15) to thirty-one (31);
4. CS is hereby replaced as EA by GM for all purposes, and by their signatures below, the Parties, together with CS and GM, agree and consent to such replacement and substitution.
5. CS shall forthwith transfer all money held in escrow, along with any documents or other things, to GM, pursuant to wire instructions from GM in Exhibit B. GM is authorized to receive any such funds into its Florida Bar approved Trust Account, and to hold the funds there until they are disbursed in accordance with the provisions of the TDR Contract, as amended. All notices to be received by EA shall be delivered to:

Joseph S. Geller, Esq.
Greenspoon Marder LLP - Town Attorneys
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Telephone: (954) 491-1120
joseph.geller@gmlaw.com

6. Existing Terms and Condition set forth in the TDR Contract. All terms and conditions set forth in the TDR Contract that are not expressly preempted by this Addendum shall remain unchanged and are hereby reaffirmed in all respects.
7. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed an original. The signature of any Party on copies of this Addendum (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[Remainder of Page is Intentionally Left Blank. Signature Page Follows]

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

Signed, sealed and delivered
in the present of:

Witnesses:

Print Name of Witness

Print Name of Witness

BUYER:

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

By: _____
Ian Bruce Eichner, Managing Member
49 West 23rd Street, 4th floor
New York, New York 10010

SELLER:

TOWN OF BAY HARBOR ISLANDS

By: _____
Maria Lasday, Town Manager

Attest:

By: _____
Yvonne Hamilton, Town Clerk

COLE SCHOTZ P.C.

GREENSPOON MARDER LLP –
ESCROW AGENT

By: _____
Name: _____
Title: _____

By: _____
Joseph Geller, Esq.

Exhibit A
Assignment and TDR Contract

Exhibit B
Wire Instructions









AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 16.

ITEM: Consideration and Approval of a private TDR Transaction for the transfer of three (3) dwelling units from (9201 West Bay Harbor Drive) to NIDO Multi-family Development (9880-9900 West Bay Harbor Drive). Enclosed are a copy of the Town Planner's Staff Report, the TDR Application, contract, Site Plans, and other supporting documents.

DESCRIPTION:

The applicant requests approval of a private Transfer of Development Rights (TDR) transaction of three (3) dwelling units from 9201 West Bay Harbor Drive.

Resolution No. 2276 adopted on September 14, 2022 set the TDR values at \$125,000 for waterfront sites and \$100,000 for non-waterfront sites.

Donor Site: 9201 West Bay Harbor Drive (Approved 5 Dwelling Unit Townhouse Complex)
Receiving Site: 9880-9900 West Bay Harbor Drive

All required information was submitted as required by Section 23-22 of the Town Code. Staff recommends the Town Attorney prepares a Resolution setting forth the Town Council's approval and recommendations, if the TDR application is approved.

On October 18, 2022, the Town's Design Review Board approved a site plan application for Nido, a seven (7) story residential building with five (5) floors of residential floors above two (2) stories of parking, common areas and a lobby inclusive of a mix of roof top amenities. The project includes twenty-three (23) dwelling units, which requires the developer to acquire five (5) TDR units via the private market and/or the Town's TDR reserve bank.

The Property qualifies as a Receiving Site under Town Code Section 23-11(B1)(11). Based on the property's size, the project has a base density of 18 dwelling units, with a maximum density through TDRs of 36 dwelling units. As noted on the DRB approved Project plans, the Project proposes twenty-three (23) dwelling units, where a maximum of 36 is allowed. Therefore, five (5) TDRs are required to obtain either from the Town or via private

Although the Town's policy would permit the applicant to seek all five (5) TDRs from the Town's Bank, the applicant is in the process of securing the remaining two (2) TDRs from the Town's Bank.

The applicant has entered into an Agreement to Purchase Transfer of Development Rights from the property located at 9201 West Bay Harbor Drive, Bay Harbor Islands, FL (Donor Site). The Donor Site is currently a vacant lot comprised of 16,274 square feet (approximately 0.37 acres). Based on the donor site lot area, identified in the survey prepared by Martinez & Martinez Enterprises, Inc., the donor site is the holder of eight (8) TDRs and has agreed to sell three (3) TDRs to the Receiving Site.

Town Planner's suggested Condition - TDR allocations are meant for site-specific allocations and the intention is that the development will move forward in a timely manner. TDR units

cannot be "banked" by a party. Once a Site Development Plan is approved by the Town, a Building Permit must be requested by a time certain (1 year) but extensions may be granted. MMPA suggests the Town Resolution include a "reverter" clause that provides that if the project does not proceed within a specified time period, or the TDR sale does not close prior to the issuance of Building Permits, which is necessary to finalize for a Building Permit for 23 DU, the Town's approval becomes null and void.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI 9880-9900 WBHD TDR Staff Report Private 9201 WBHD Feb 16 2023 (002)
2.	TDR23-000001 TDR23-000002 Bldg Inspection Letter 2.8.2023
3.	Letter of Intent - Private TDR Transaction
4.	TDR Application
5.	Executed PSA
6.	Project Plans - NiDo
7.	Survey - Donor Site
8.	Survey - Receiving Site

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

To: Yvonne P. Hamilton, CMC – Town Clerk
Ayanidys Martinez, CEP – Building & Zoning Supervisor
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Joseph S. Geller, Esq. – Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 16th, 2023

Subject: Transfer of Development Rights (TDR) Application
NIDO Multifamily Development – 23 DU
9880-9900 West Bay Harbor Drive
TDR Donor Location – 9201 West Bay Harbor Drive (Private)
Bay Harbor Islands Acct. No.: TDR23-000001
MMPA Acct. No. 01-0702-1113

ISSUE

TDR Request – Three (3) Private Dwelling Units (DU)

Donor: 9201 West Bay Harbor Drive (Approved 5 DU Townhouse Complex)

Receiving Site: 9880-9900 W. Bay Harbor Drive / Lots 19 & 20 of Block 3 (Future NIDO MFR)

In response to the Town's request for our firm's analysis of the lands proposed to be involved with the above referenced TDR application requesting approval of the transfer of three (3) private TDR units, following is our analysis.

Our records indicate the **RECEIVING** site (Proposed NIDO MFR) was granted a Site Development Plan approval by the Town's Design Review Board (DRB) on October 18th, 2022, for a total of 23 DU. The survey submitted for the project shows that the 2-lot site comprises 22,500 sq. ft. / .52 acres. Therefore, the allowable base zoning density of 34 DUA would allow for 18 DU on the receiving site (.52 acres X 34 DUA = 17.56 or 18 DU). Since the proposed project includes 23 total dwelling units this requires the acquisition of 5 TDR units to construct the project.

Town of Bay Harbor Islands
NIDO Multifamily Residential Development (23 DU)
9880-9900 West Bay Harbor Drive
Private TDR Acquisition Request – 9201 West Bay Harbor Drive - Staff Report
February 16th, 2023
Page 2

To date, the developer has not acquired any TDR units but is desirous of obtaining all of the necessary TDRs to proceed with the development. The Town recently received two (2) TDR applications for this future development site – one private (this application for 3 TDR units) and one public (Town for 2 TDR units).

DONOR SITE - Prior to the original 1947 development (villas) being demolished in 2014-15, this triangular shaped lot was developed with six (6) one-story buildings with a total of eleven (11) DUs. The Town's former Planning & Zoning Board (now renamed the Design Review Board) approved an eight (8) DU Townhouse Site Development Plan for this site on Jan. 6th, 2015. A Building Permit (BP) submittal was made to the Town with several reviews / corrections as late as February 2016; however, due to inactivity on the BP application, in accordance with FBC provisions, the Town's Building Official voided the BP submission. The former owners submitted Development Order (DO) extension letter(s) for this project; however, all timeframe extensions have now expired; therefore, the previous Site Development Plan expired as well. As stated above, the 2014-15 townhouse project included eight (8) DU, while up to thirteen (13) DU could have been built on this odd-shaped 16,274 sq. ft. / .374-acre site. Our records reveal that the previous developer, probably thinking the eight (8) DU townhouse project would be built, sold five (5) TDR units to the proposed Island House (now La Baia South) MFR complex at 9161-9201 EBHD after the Town Council approved the TDR sale on Sept. 16th, 2015, via Town Res. #2068. The site was eventually sold to new owners, and a new Site Development Plan application was filed with the Town in early 2022 for a five (5) DU townhouse complex. The Town's Design Review Board (DRB) approved the new five (5) DU townhouse complex on October 18th, 2022. Since the former landowner previously sold five (5) DTR units a maximum of eight (8) DU could be built on this site. Now that the Town's DRB has approved a less intensive five (5) DU townhouse complex, there are three (3) TDR units available to retain or sell (13 max. DU - 5 TDR DU sold to Island House = 8 DU – 5 DU new TH = 3 TDR DU available). If the three (3) TDR units requested is approved, the donor site will have zero (0) TDR units available. It is noted for informational purposes the TDR sale price listed in the Agreement to Purchase TDR Rights is \$107,000 per DU.

RECEIVING SITE - The new property owner, Horizon BHI LLC, submitted a Site Development Plan application to the Town in mid-2022 to allow for the construction of a twenty-three (23) dwelling unit mid-rise residential development. The proposed dwelling units will range in size from about 1,268 to 3,379 square feet of A/C space plus balconies, etc. A previous project called Capriccio (30 DU) received P&Z Board approval on April 5th, 2017, but they did not file for building permits / no extensions requested / project expired. The new site design incorporates one (1) square-shaped building on top of a grade level parking garage, lobby reception and service areas. In addition, the 2nd level includes some additional parking area as well as the building offices / amenities (fitness center / party room / golf simulator). The building floors above the parking garage form a single enclosed structure. Two (2) main driveway connections to W. Bay Harbor Drive are proposed. The southern driveway provides access to the ground level parking garage as well as two (2) guest spaces in the front yard area (one near each driveway). The northern driveway provides access to the 2nd Level parking garage. Due to the site's location (across from West Island) the building can only be 65' in height (above BFE + 1' FBC Freeboard) under the zoning provisions. The building rooftop recreational facility includes a swimming pool, spa, pool cabanas, outside dining area, men's and women's restrooms. The proposed new building is five (5) floors of residential use over two (2) floors of parking / common areas / building lobby. Our research and the survey indicates that the collective site (2 lots with 2 separate developments) includes 13 DUs at present. Therefore, upon redevelopment, the site would have a net increase

of thirteen (13) DU. The survey indicates that both lots are full lots (neither lot ever deeded the front 11-feet to the Town for on-street roadway swale parking). Therefore, the total lot area is 22,500 square feet / 0.517 acres in size. This would allow a maximum of eighteen (18) dwelling units on the property at the maximum allowable base density (34 DUA). The proposal is to build twenty-three (23) dwelling units (44 DUA) which would require the developer to acquire five (5) TDR units.

If the Town Council approves this request for three (3) private TDR units an additional two (2) TDR units will be necessary to build the project. As mentioned, a companion TDR application was filed to acquire the remaining two (2) TDR units from the Town. MMPA will provide a separate staff report for the Town TDR sale.

Our office was not requested to perform any inspections of the donor site to determine if the site complies with Town Codes or has any Code violations. Other Town staff members typically perform those tasks in conformance with the Town TDR Code requirements. Subsequent to the applicant's TDR submittal, the Town's staff inspected the donor site and provided a memo. Since the donor site has been vacant for several years there are no site improvements. The Code Enforcement staff provided an email stating no pending violations exist.

OPTIONS / ACTIONS

Review the contents of this staff report and, if the Town Council agrees to the request, favorably consider the applicant's request to acquire three (3) private TDR units from the 9201 West Bay Harbor Drive Townhouse donor site. Conversely, if the Town Council does not like the project, deny the request.

TDR BACKGROUND INFORMATION

The Town established its Transfer of Development Rights (TDR) program in 2004-05 via the adoption of the Phase I EAR-Based Comprehensive Plan to the Future Land Use Element. This system was necessary and required by the State (DCA) to ensure a method was in place to regulate the equitable allocation of dwellings units to individual building sites in the Town. The Town's original 1988 Comprehensive Plan included major errors in calculating existing residential densities by utilizing an "average" block-by-block analysis (34 DUA overall average), even though individual project densities ranged from 7 DUA (duplex) to over 70 per acre (midrise).

Over 1/3 of the original existing developments had densities over 34 DUA in 2004-05. Conversely, many properties are "underdeveloped" with villas / duplexes / triplexes / etc., and while 8-9 DU could be built, the original developer chose not to build that many DU. However, those properties are entitled to build more DU if they desire to redevelop the sites. The Town's TDR system ensures that all property owners have the right to build to at least the base density (34 DUA). If a developer desires to build to a higher density than 34 DUA, and they can meet all the Town's land development criteria, the Design Review Board approves the site design, and the Town Council likes the design and approves TDR allocations (case-by-case basis) the project can be built to include additional DU. On November 12th, 2013, the Town Council amended the Zoning Code to established maximum multifamily residential density limits per Zoning District. Lots zoned RM-1 Multiple Family Residential District (Waterfront lots) now allow for a maximum overall density (includes base density / TDR units)

of 70 dwelling units per acre. Lots zoned RM-2 Multiple Family Residential District (non-waterfront lots) now allow for a maximum overall density (includes base density / TDR units) of 60 dwelling units per acre. Lots zoned RM-3 Multiple Family Residential District now allow for a maximum overall density (includes base density / TDR units) of 80 dwelling units per acre. If the Town approves a development in the RM-3 Zoning District with a height exceeding 75 feet in accordance with the Town Charter / Code provisions, the maximum density is determined at the time of Site Development Plan / TDR approval.

At the April 7th, 2014 Town Council meeting a Resolution was adopted setting a 50% “rule” (acquire 50% private TDRs first / 50% public TDR second) for TDR units assigned to projects. This was meant to help preserve the remaining Town-owned TDR units over a longer period of time, since there is a much larger number of privately owned TDR units. At the September 14th, 2022 Town Council meeting a new Resolution (Res. No. 2275) related to this matter was adopted setting a 25% “rule” (acquire 75% private TDRs first / 25% public TDR second) for TDR units assigned to projects. Again, this was meant to help preserve the remaining Town-owned TDR units over a longer period of time. New Resolution No. 2275 continues to include a provision, as did the original limiting Town-owned TDR Resolution No. 2006 for smaller development projects seeking 5 or fewer TDR units, that allows an applicant to request up to 100% of the required TDR units from the Town. While this is not encouraged the option exists. In this case, the developer is seeking to acquire a total of five (5) TDR units to build their 23 DU complex. This application for three (3) private TDR units results in 60% of the required TDR units. As mentioned previously, a separate but related TDR application was filed with the Town to acquire the remaining two (2) TDR units from the Town (40%). As this development is seeking a total of five (5) TDR units, they are entitled to request more than 25%.

In the earlier years of the Town’s TDR program (2004-06+/-) about 40% of the new redevelopment projects requested some TDR units. In more recent years many of the projects are being designed or redesigned as luxury developments with less DU. Mostly the larger multi-lot developments seek some additional density. The initial price of publically-owned TDR units was \$75,000 for waterfront sites and \$45,000 for non-waterfront sites, which was based on actual real estate sales at that time. However, due to the real estate market collapse (2006-11) only two (2) TDR allocations were consummated from that time period (total of 13 TDR units). Both TDR transactions were done via private sales for values just below \$70,000 per DU. Both were for waterfront locations and only one was built (Millennium West / Riva). Due to limited development inactivity and the cost of appraisal updates the Town did not update the TDR values for several years. In April 2011 due to a perceived increase in development activity the Town requested the original Appraiser firm (Quinlivan) to update the TDR values of publically-owned TDR units. Several price adjustments have been made since April 2011. The current Town-owned TDR values set by Resolution No. 2276 on September 14th, 2022 are \$125,000 for waterfront sites and \$100,000 for non-waterfront sites.

In the last few years there have been numerous Town-owned TDR allocations approved by the Town Council. As of February 2023, our records note the Town has now committed to sell 245 of the 330 available Town-owned TDR units (East Island multi-family area). Due to voluntary density reductions by some developers the Town is poised to regain control over a number of the previously “sold” TDR units. There have also been several “sales” of TDR units approved by the Town from private property owners. Our records reflect these private “sales” total 197 TDR units from private parties to date. Some have been approved by the Town but not closed as yet.

SUMMARY

On October 18th, 2022, a Site Development Plan was approved by the Design Review Board (DRB) for the NIDO multifamily development, for a total of 23 DU. The allowable base zoning density of 34 DUA would allow 18 DU on the receiving site (.517 acres X 34 DUA = 17.58 or 18 DU). Since the proposed project includes 23 total dwelling units this requires the acquisition of 5 TDR units to construct the project. To date, the developer has not acquired any TDR units. The Town has recently received two (2) TDR applications for this proposed development. This subject application is for three (3) private TDR units. The companion TDR application seeks to acquire two (2) public TDR from the Town. If the Town Council approves both of the TDR applications, the developer will have enough DU to build the project as designed.

Suggested Condition - TDR allocations are meant for site specific allocations and the intention is the development will move forward in a timely manner. TDR units cannot be “banked” by a party. Once a Site Development Plan is approved by the Town a building permit must be requested by a time certain (1 year) but extensions may be granted. MMPA suggests the Town Resolution include a “reverter” clause that provides that if the project does not proceed within a specified time period, or the TDR sale does not close prior to the issuance of building permits, which is necessary to finalize for a building permit for 23 DU, the Town's approval is null and void.



February 8, 2023

Town Council

Joshua D. Fuller
Mayor

Elizabeth Tricoche
Vice Mayor

Stephanie Bruder
Council Member

Molly Winters Diallo
Council Member

Isaac Salver
Council Member

Teri D'Amico
Council Member

Robert Yaffe
Council Member

Town Officials

Maria Lasday
Town Manager

Yvonne Hamilton
Town Clerk

Joseph S. Geller
Town Attorney

Yvonne Hamilton, Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

RE: PROPOSED NEW PROJECT
Transfer of Development Rights
Receiver: 9880-9900 West Bay Harbor Drive
Donor: 9201 West Bay Harbor Drive
Folio #13-2227-001-0670 ~ Lot 20 / Block 3

Dear Ms Hamilton:

As per your request, below please find the inspection results as required for the Transfer of Development Rights for the above-mentioned property.

TDR application numbers:
TDR23-000001 (Private - 3)
TDR23-000002 (Town Owned - 2)

Donor Site 9201 West Bay Harbor Drive (Property is a vacant lot – Previous structure was demolished in 2014 (BP2014-275). Since it's a vacant lot, no repairs are required.

See attached email from Code Compliance Supervisor, Evelyn Merizalde - No Violations.

If you have any further question or comments please feel free to contact me.


Ayanidys J. Martinez, CEP
Building & Zoning Supervisor

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER

Ayanidys Martinez

From: Evelyn Merizalde
Sent: Monday, January 30, 2023 3:31 PM
To: Ayanidys Martinez
Subject: RE: TDR23-000001 - Donor Site 9201 West Bay Harbor Drive

Good afternoon,

There are no pending violations on file for 9201 West Bay Harbor Drive.

Thank you,

*Evelyn Merizalde
Code Compliance Supervisor
Town of Bay Harbor Islands
9665 Bay Harbor Terrace 2nd Floor
Bay Harbor Islands, FL 33154
Phone: (305) 993-1786
Mobile: (786) 256-4347
Email: emerizalde@bayharborislands-fl.gov
Town Website: www.bayharborislands-fl.gov*

Please note: Florida has a very broad public records law. Most written communications to or from public agencies regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.

From: Ayanidys Martinez <amartinez@bayharborislands-fl.gov>
Sent: Monday, January 30, 2023 2:49 PM
To: Evelyn Merizalde <emerizalde@bayharborislands-fl.gov>
Subject: TDR23-000001 - Donor Site 9201 West Bay Harbor Drive

Good afternoon, Evelyn.

We are in receipt of an application for a private transaction for the sale of three TDRs from the donor site 9201 West Bay Harbor Drive.

The donor site is vacant. The previous structure was demolished in 2014.

Can you please verify if Code Compliance has any pending violations or fines for the property.

Thank you.

Mrs. Ayanidys J. Martinez, CEP
Building & Zoning Supervisor

Town of Bay Harbor Islands

9665 Bay Harbor Terrace, 2nd Floor

Bay Harbor Islands, Florida 33154

Office: (305) 993-1786, Extension 116

Office Cell: (786) 256-3011

Office Hours: Monday thru Friday 8:00am to 3:30pm

Email: amartinez@bayharborislands-fl.gov

Town Website: www.bayharborislands-fl.gov

Please note: Florida has a very broad public records law. Most written communications to or from public agencies regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.

January 26, 2023

VIA EMAIL & HAND DELIVERY

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

**RE: Purchase of Three (3) TDRs from 9201 West, LLC for Approved Site Plan
for 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, Florida, 33154**

Dear Ms. Lasday,

Wernick & Co PLLC (the "Firm") represents HORIZON BHI, LLC (the "Applicant"), owner of the properties located at 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, FL (collectively, the "Property" and "Receiving Site¹"). The Firm submits this Letter of Intent, in addition to required application materials, for the approval of a private Transfer of Development Rights ("TDRs") purchase of three (3) TDRs from 9201 West, LLC, as set forth in Town Code Section 23-22.2.

The Project. On October 18, 2022, the Town's Design Review Board ("DRB") approved a site plan application for Nido, a seven (7) story residential building with five (5) floors of residential floors above two (2) stories of parking, common areas and a lobby inclusive of a mix of roof top amenities (the "Project"). The Project includes twenty-three (23) dwelling units, which requires the developer to acquire five (5) TDR units via the private market and/or the Town's TDR reserve bank. A copy of the DRB approved Project plans is included in the TDR application submittal.

Receiving Site. The Property is comprised of 22,500 square feet (approximately 0.52 acres), as identified on the survey prepared by Blanco Surveyors Inc. (the ("Survey") and is zoned *RM1 – Multifamily Residential District*. The Receiving Site has a Future Land Use Map designation of *Medium-High Density Residential*, and a maximum allowable base density of 34 DU/AC. Additional dwelling units may be acquired to increase the base density to seventy (70) dwelling units per acre, subject to approval by the Town Council.² The Property qualifies as a Receiving Site under Town Code Section 23-11(B1)(11). Based on the Property's size, the Project has a base density of 18 dwelling units, with a maximum density through TDRs of 36 dwelling units. As noted on the DRB approved Project plans, the Project proposes twenty-three (23) dwelling units, where a maximum of 36 is allowed. Therefore, five (5) TDRs are required to obtain either from the Town or via private

¹ The Property is comprised of the following folios: 13-2227-001-0670 (9880 West Bay Harbor Drive) and 13-2227-091-0001 (9900 West Bay Harbor Drive).

² See Section 23-11(B1)(11), Town of Bay Harbor Islands Code.

transaction. Although the Town's policy would permit Applicant to seek al five (5) TDRs from Town's Bank, the Applicant is in the process of securing the remaining two (2) TDRs from the Town's Bank.

Donor Site. The Applicant has entered into an Agreement to Purchase Transfer of Development Rights (the "Agreement") from the property located at 9201 West Bay Harbor Drive, Bay Harbor Islands, FL (the "Donor Site"). The Donor Site is currently a vacant lot and comprised of 16,274 square feet (approximately 0.37 acres). Based on Donor Site lot area, identified in the survey prepared by Martinez & Martinez Enterprises, Inc., the Donor Site is the holder of eight (8) TDRs and has agreed to sell three (3) TDRs to the Receiving Site.

Conclusion. On behalf of the Applicant, the Firm respectfully requests the review and approval from the Town to proceed with finalizing the sale and purchase of three (3) TDRs from the Donor Site to the Receiving Site.

Should you have any questions, comments, or require additional information, please do not hesitate to contact us. We look forward to presenting the application before the Town Council at the next available Town Council Meeting.

Sincerely,



Steven J. Wernick

Enclosures

cc: Erin L. Grafton, Wernick & Co, PLLC
Ayanidys Martinez, CEP, Building & Zoning Supervisor
Michael Miller, AICP, Michael Miller Planning Associates, Inc.



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

(For official use only)

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

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Steven J. Wernick, Esq. AICP on behalf of HORIZON BHI, LLC		
Phone (786)232-0911	e-mail sjw@wernickco.com	Fax ()
Address 320 Miracle Mile, Suite 203		
City and State Coral Gables, FL		Zip Code 33134
Relationship to Property: Authorized Representative		

RECEIVER SITE INFORMATION

Owner's Name HORIZON BHI, LLC		
Phone ()	e-mail d.marom@horizonus.com	Fax ()
Address 53 Broadway		
City and State Brooklyn, NY		Zip Code 11249
Property Address/Location 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 19 & 20 BLOCK 3		
Folio Number 13-2227-001-0670; 13-2227-091-0001		Current Zoning RM-1
Property size 22,500 SF (0.52 Acres)		Purchase date
Existing use of the property Multifamily		
Describe Existing Structure on Property		
Dwelling units to be received Three (3) TDRs		
Total Dwelling units including TDR 23		

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval October 18, 2022

If Not, then attach preliminary site plan.

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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name 9201 WEST, LLC c/o Alina Avakian		
Phone (305) 693-2232	e-mail alina@bricko.net	Fax ()
Address 2645 NE 207 Street		
City and State Aventura, FL		Zip Code 33180
Property Address/Location 9201 West Bay Harbor Drive, Bay Harbor Islands, FL 33154		
Legal Description: LOT(S) 7 BLOCK 7		
Folio Number 13-2227-001-3180	Current Zoning RM-2	Year built N/A
Property size 16,274 SF (0.37 acres)	Purchase date April 9, 2021	
Existing use of the property Vacant		
Describe Existing Structure on Property N/A		
Dwelling units to be transferred to TDR Bank Three (3)		
Units permitted 13		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

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

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

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

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

Name of Surveyor (Donor Site) Martinez & Martinez Enterprises, Inc., Pedro Martinez		
Address 7179 West 13th Avenue, Hialeah, FL 33014		
Phone (786) 277-4851	e-mail plspsm@gmail.com	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

David Maram
Signature of Owner (Applicant)

1/02/2023
Date

Signature of Owner (Co-Applicant)

Date

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~MIAMI-DADE~~ King

The foregoing instrument was acknowledged before me this 2nd day of January, 20 23,
by David Maram on behalf of
Horizon BTH, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires: 10/17/2026

Henny Schwartz
Notary Public, State of ~~Florida~~ New York

Print Name: Henny Schwartz



DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

RECEIVER SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

DONOR SITE

x

Signature of Owner (Applicant)

1/3/2023

Date

Signature of Owner (Co-Applicant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3 day of January, 2023,
by Juan Pablo Gechidjian on behalf of
9201 West, LLC., a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires:



Jayne Lopez
Comm.: HH 238773
Expires: March 21, 2026
Notary Public - State of Florida

Notary Public, State of Florida

Print Name: Jayne Lopez

AGREEMENT TO PURCHASE TRANSFER OF DEVELOPMENT RIGHTS

This Agreement to Purchase Transfer of Development Rights ("**Agreement**") is entered into on this 14 day of December 2022, ("**Effective Date**") by and between **9201 WEST, LLC**, a Florida limited liability company, and/or its successors and assigns ("**Seller**"), and **HORIZON BHI, LLC**, a Florida limited liability company, and/or its assigns ("**Buyer**").

WITNESSETH:

WHEREAS, Seller, as owner of the property located at 9201 West Bay Harbor Drive, Bay Harbor Islands, Florida. 33154, as more particularly described in Exhibit "A" attached hereto (the "**Donor Parcel**"), is the holder of eight (8) transfer of development rights, in the Town of Bay Harbor Islands (the "**Town**");

WHEREAS, Seller desires to sell three (3) of its transfer of development rights (individually and collectively, the "**TDR Unit(s)**");

WHEREAS, Section 23-22.2 of the Town's Code of Ordinances governs the transfer of development rights in the Town from donor parcels to receiving parcels (the "**TDR Ordinance**");

WHEREAS, Buyer is owner of the real property located at 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, Fla. 33154, as more particularly described in Exhibit "B" attached hereto (the "**Receiving Parcel**");

WHEREAS, Buyer intends to develop the Receiving Parcel as contemplated by the site plan approved by the Town through Resolution No. ____ on October 18, 2022, for improvements on the Receiving Parcel consisting of a multi-story residential building comprised of twenty-three (23) residential Units and ancillary parking and amenities (the "**Approved Site Plan**"), which is subject to approval of five (5) TDRs, pursuant to the Town's TDR Ordinance; and

WHEREAS, Buyer desires to purchase three (3) of the Donor Parcel TDR Units to satisfy three (3) of the TDRs required pursuant to Approved Site Plan.

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

1. **Purchase of TDR Units.** Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the TDR Units upon the terms and conditions hereinafter set forth.

2. **Purchase Price and Deposit.**

(a) Within three (3) business days after the Effective Date (hereinafter defined), Buyer

shall deposit in escrow with Rennert Vogel Mandler & Rodriguez, P.A., located at 100 SE 2nd Street, 29th Floor, Miami, FL 33131 ("**Escrow Agent**") the sum of Thirty-Two Thousand One Hundred (\$32,100.00) (the "**Deposit**"), to be delivered to Seller at Closing and applied as a credit against the Purchase Price (as defined below) at Closing (hereinafter defined). Escrow Agent shall hold and disburse the Deposit in accordance with the terms of this Agreement.

- (b) The purchase price of the TDR Units is Three-Hundred Twenty-One Thousand and 00/100 Dollars (\$321,000.00) (the "**Purchase Price**"), representing \$107,000.00 for each TDR Unit. The entire Purchase Price, less the amount of the Deposit, subject to any adjustments as herein provided, shall be due and payable by cashier's check or in immediately available funds, by wire transfer, at Closing.

3. **Closing.**

- (a) **Closing Date.** Subject to satisfaction of all Closing Conditions, the closing (the "**Closing**" or "**Closing Date**") of the purchase and sale of the TDR Units under this Agreement shall take place on the date which is five (5) business days after the date that the Buyer obtains the final binding and non-appealable approval by the Town of the transfer of the TDR Units to the Receiving Parcel, at the offices of Escrow Agent.
- (b) **Closing Expenses.** Buyer shall pay the cost of recording the instrument of transfer of the TDR Units and documentary stamps and surtax, assessed thereon, if any. Buyer shall also pay any and all costs incurred directly in connection with the Town's approval of the transfer contemplated hereunder, including but not limited to the application fee (currently \$1,000) and the cost of recording the Restrictive Covenant (hereinafter defined), if required. Each party shall be responsible for paying their own attorney fees and any consultants or costs associated with preparation of the Donor Parcel.
- (c) **Brokerage Fee.** The Parties acknowledge and agree that Seller shall be responsible for payment of a commission for brokerage fee in amount of three percent (3.0%) of Purchase Price (equivalent to \$9,630.00) to Virtual Realty USA, LLC, c/o Mitchell P. Korus ("**Broker**") due at Closing. Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to a licensed real estate broker other than Broker, who will be compensated by Seller. In the event that the Closing does not occur for any reason whatsoever, Broker shall not be entitled to the payment of any brokerage commission in connection with the transaction contemplated by this Agreement. The provisions of this Section shall survive Closing.

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

- (a) If the Town Manager does not make a determination within sixty (60) days after the Effective Date that the TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel as provided by the TDR Ordinance;

- (b) If the Town refuses or fails to schedule a hearing of the town Council to occur on or before ninety (90) days following the Effective Date for the approval of the transfer of the TDR Units from the Donor Parcel to the Receiving Parcel;
- (c) If the transfer of the TDR Units from the Donor Parcel to the Receiving Parcel has not been approved by affirmative resolution of the Town Council, after expiration of all appeal periods, by the Town Council by the date which is one (1) year after the Effective Date herein;
- (d) If the Donor Parcel shall not be in compliance with current code requirements as determined by the Town under the TDR Ordinance. Seller shall have ninety (90) days from date it is advised of the deficiencies in the Property to bring the Property in compliance and will use best efforts to obtain it.

Buyer, at Buyer's sole option, may terminate this Agreement by written notice to Seller, upon the occurrence of any Termination Event (a)-(d), in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement. Either Buyer or Seller may terminate this Agreement upon the occurrence of the Termination Event set forth in Section 4(c). If the Town refuses or fails to approve three (3) TDR Units from the Donor Parcel to the Receiving Parcel, Seller shall have the option to terminate this Agreement upon which the Parties shall be released from all obligations and liability under this Agreement. Notwithstanding, the rights set forth under this Section 4(a), 4(b) and 4(c) shall be tolled in the event of a Force Majeure Event as such event is described in Section 14 herein.

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

- (a) Seller has not transferred, assigned, sold, conveyed, hypothecated, or otherwise alienated the TDR Units.
- (b) Seller has good, valid and marketable title to the TDR Units, free and clear of any and all liens, encumbrances, charges and adverse claims of every nature.
- (c) Seller has all requisite power and authority, and has taken all actions required to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Seller pursuant hereto have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.
- (d) All requisite corporate action has been taken by Seller and all required consents have been obtained by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.
- (e) Within sixty (60) days of the Effective Date, Seller shall request and obtain a

determination be made by the Town Manager as provided by the TDR Ordinance that the TDR Units are legally available to be transferred from the Donor Parcel to the Receiving Parcel (the "**Town Manager Determination**").

6. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as follows:
 - (a) Buyer has received final site plan approval for the Project, which authorizes the filing of an application to the Town for the TDR Units.
 - (b) Buyer has all requisite power and authority, and has taken all actions required by its organizational documents to authorize it to execute and deliver this Agreement. All of the individuals executing this Agreement and any other documents and instruments executed by Buyer pursuant hereto have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.
7. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the Closing or otherwise to perform any obligation provided in this Agreement is expressly conditioned upon the fulfillment or satisfaction of each of the following conditions precedent on or before the Closing Date (each a "**Closing Condition**", and any of which may be waived in writing by Buyer in its sole and absolute discretion):
 - (a) Seller shall have fully performed each covenant and agreement to be performed by Seller set forth in Section 5 of this Agreement and each representation and warranty made in this Agreement by Seller shall be complete, true and accurate in all material respects as of the Closing Date;
 - (b) The final binding and non-appealable approval by the Town of the transfer of the TDR Units to the Receiving Parcel shall have been obtained, including, without limitation; any required approval of Buyer's supplemental TDR application for the transfer of the TDR Units to the Receiving Parcel, and final binding and non-appealable approval by Town Council of the TDR required as a condition of the Approved Site Plan;
 - (c) There shall be no development or building moratoria in effect with regard to the Receiving Parcel as of the Closing Date; and
 - (d) The Approved Site Plan shall remain in full force and effect.
 - (e) If any of the foregoing conditions are not satisfied at or before Closing, then in addition to any remedy available to Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and the parties shall be released from all obligations and liabilities under this Agreement.
8. **Buyer's Obligations at Closing.** Buyer shall execute and/or deliver the following to Seller at the Closing:

- (a) The closing statement;
 - (b) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement; and
 - (c) Payment of the portion of the Purchase Price described in paragraph 2(b).
9. **Seller's Obligations at Closing.** Seller shall execute and deliver the following to Buyer at the Closing:
- (a) The closing statement;
 - (b) That certain executed Quitclaim Assignment of Transfer of Development Rights, the form of which is attached hereto and incorporated herein as Exhibit B (the "**Assignment**").
 - (c) A Restrictive Covenant in recordable form restricting the future use of the Donor Parcel as required by the TDR Ordinance, in form and content acceptable to the Town Attorney (the "**Restrictive Covenant**");
 - (d) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;
 - (e) Such proof of Seller's authority and authorization to enter into this transaction as may be reasonably required by Buyer; and
 - (f) Any other documents expressly required to be delivered or furnished pursuant to any other provisions of this Agreement or reasonably required to carry out the purpose and intent of this Agreement.
10. **Escrow Agent.** In the event a dispute arises between the parties regarding the Deposit, or in the event the Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may, in its sole discretion, continue to hold the Deposit until all parties mutually agree to release thereof or until an order or a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto. Alternatively, Escrow Agent may, in its discretion, deposit the Deposit with the Clerk of the Circuit Court of Miami-Dade County, Florida (the "**Clerk**") pursuant to interpleader procedure, whereupon, after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Deposit and for the release of the same in accordance with this Agreement. The Escrow Agent shall not be liable for any action done or omitted by it or for any action which it may in good faith do or refrain from doing in connection with this Agreement. The Escrow Agent will incur no liability for relying on any signature or signatures of Buyer or

Seller, their agents, directors or employees, their purported authority to act, the genuineness of such signatures, or as to the truth and accuracy of any information contained therein. Buyer and Seller hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, attorneys fees, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur as Escrow Agent or with which it may be threatened directly or indirectly arising from or in any way connected with this Agreement, except for matters resulting from Escrow Agent's gross negligence or willful misconduct. Buyer and Seller expressly request that the Escrow Agent act pursuant to this Agreement.

11. **Default by Seller.** In the event that Seller defaults in the observance or performance of its covenants and obligations hereunder, Buyer may, at its option, elect to bring an action to enforce specific performance of this Agreement against Seller or elect to terminate this Agreement and receive a full refund of the Deposit.
12. **Default by Buyer.** If the sale is not consummated due to any default by Buyer hereunder, then Seller, as its sole and exclusive remedy, shall (as an election of remedies) have the right to terminate this Agreement and receive the Deposit from the Escrow Agent as liquidated damages and in full settlement of all claims. Buyer and Seller acknowledge the difficulty of ascertaining the actual damages in the event of such default, that it is impossible to more precisely estimate the damages to be suffered by Seller upon such default, that the retention of the Deposit by Seller is intended not as a penalty but as full liquidated damages and that such amount constitutes a good faith estimate of the potential damages arising therefrom.
13. **No Third-Party Beneficiary.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Buyer and Seller.
14. **Force Majeure.** The performance by either party to this Agreement of its obligations (except the obligation to pay the Deposit or other sums of money) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control deemed a "**Force Majeure Event**" include, but are not limited to: acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood, hurricane, or other casualty, pandemics, failure of power, and governmental regulation or restriction directly preventing the performance of a party's obligations set forth herein. Events beyond a party's control shall not include a change in economic or market conditions, or financial or internal problems of the non-performing party or problems that can be satisfied by the payment of money. Notwithstanding the foregoing, if a Force Majeure Event delays a party's performance of its obligations under this Agreement beyond sixty (60) calendar days, the other party may terminate this Agreement by giving written notice to the party claiming to be affected by the Force Majeure event.
15. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether

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

16. Miscellaneous.

- (a) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- (b) **Notices.** All notices required or allowed by this Agreement shall be delivered at the following addresses:

To Buyer: Horizon NOMI, LLC
53 Broadway
Brooklyn, NY 11249
Attn: David Marom

With a copy to: Wernick & Co, PLLC
320 Miracle Mile
Suite 203
Coral Gables, FL 33134
Attn: Steven J. Wernick, Esq.

To Seller: 9201 West, LLC
2645 NE 207 Street
Aventura, FL 33180
Attn: _____

With a copy to: Snyder International Law Group, P.A.
21500 Biscayne Blvd, Suite 401
Aventura, FL 33180
Attention: Jennifer Snyder, Esq and Alyssa Neufeld, Esq.

jennifer@snyderintl.com
alyssa@snyderintl.com

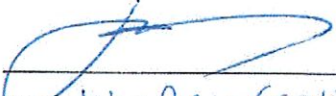
- (c) ***Attorney's Fees and Costs.*** In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover such attorney's fees, court costs and expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, *in addition* to any other relief to which such party is entitled as determined by the court. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.
- (d) ***Headings.*** The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- (e) ***Assignment by Buyer.*** Buyer shall have the right to assign this Agreement without the prior written consent of Seller.
- (f) ***Effective Date of this Agreement.*** The date when the last one of Seller or Buyer has signed and delivered this Agreement to the other party, or (ii) if changes in this Agreement have been made (after signature) and initialed by the parties, the date when the last one of Seller or Buyer has initialed those changes.
- (g) ***Counterparts; Signatures.*** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement may be transmitted via facsimile or scanned and e-mailed, and delivery thereby shall be deemed sufficient for all purposes to the same extent as would be delivery of an original signature.
- (h) ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.
- (i) ***Time Periods.*** If the final date of any period of time set forth in this Agreement or if the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

(SIGNATURE PAGES TO FOLLOW)

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

SELLER

9201 WEST, LLC, a Florida limited liability company

By: 

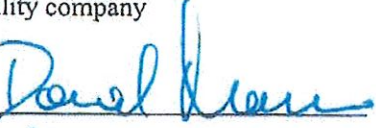
Name: JUAN PABLO GSCHLIDIAN

Title: MANAGER

Date: 12.14.22

BUYER

HORIZON BHI, LLC, a Florida limited liability company

By: 

Name: DAVID HARON

Title: member

Date: 12.14.22

Exhibit "A"

LEGAL DESCRIPTION – DONOR PARCEL

PROPERTY ADDRESS:

9201 W BAY HARBOR DR., BAY HARBOR ISLANDS, FL 33154

FOLIO NOS:

13-2227-001-3180

LEGAL DESCRIPTION:

LOT 7, BLOCK 7, OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"

LEGAL DESCRIPTION – RECEIVING PARCEL

PROPERTY ADDRESS:

9880-9900 W BAY HARBOR DR., BAY HARBOR ISLANDS, FL 33154

FOLIO NOS:

13-2227-001-0670

13-2227-091-0001

LEGAL DESCRIPTION:

LOTS 19 AND 20, BLOCK 3, OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit "C"

**FORM OF ASSIGNMENT OF TRANSFER
OF DEVELOPMENT RIGHTS**

This instrument prepared by:

Property Tax Folio Nos.

----- (Space above this line for recording) -----

This QUITCLAIM ASSIGNMENT OF TRANSFER OF DEVELOPMENT RIGHTS ("Assignment") is entered into this ____ day of _____, 2022, by **9201 WEST, LLC**, a Florida limited liability company, and/or its successors and assigns ("Seller"), and **HORIZON BHI, LLC**, a Florida limited liability company, and/or its assigns ("Buyer").

WHEREAS, Seller and Buyer entered into an Agreement to Purchase Transfer of Development Rights dated _____, 2022 (the "Purchase Agreement"), whereby Seller agreed to transfer its interest in certain development rights, equal to **three (3) units of transfer of development rights (collectively, the "TDR Units")** associated with real property in the Town of Bay Harbor Islands, Miami-Dade County, Florida (the "Town"), as more particularly described in **Exhibit "A"**, to the real property located in the Town of Bay Harbor Islands, Miami-Dade County, Florida, as more particularly described in **Exhibit "B"**; and

WHEREAS, the Town has approved the transfer of the TDR Units, pursuant to Section 23-22.2 of the Town's Code of Ordinances.

NOW THEREFORE, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, assign, bargain and convey unto Buyer, its successors and assigns, the TDR Units and all appurtenant rights therewith.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

Seller hereby represents and warrants to Buyer that Seller has the full right and authority to execute and deliver this Assignment to Buyer and to assign, grant, bargain and convey the TDR Units unto Buyer.

This Assignment shall be governed by and construed in accordance with the law of the State of Florida.

This Assignment may be executed in counterparts including facsimile counterparts, each of which will be deemed to be an original and all of which are one and the same assignment, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this assignment by facsimile transmission shall be effective delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, this Assignment is executed as of the date first written above.

Signed, Sealed and Delivered in the presence of:

WITNESSES:

Print Name: _____

Print Name: _____

SELLER:

9201 WEST, LLC, a Florida
limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

NIDO

9880-9900 WEST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA 33154

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ARCHITECT:

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

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

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

OWNER / DEVELOPER:
HORIZON BHI, LLC
53 BROADWAY, BROOKLIN, NY11249
T . 5 1 6 . 4 4 7 . 8 8 8 7
T . 7 1 8 . 3 8 8 . 8 2 1 0

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

DRC SUBMITTAL JUNE 22, 2022
DRC RE-SUBMITTAL JULY 28, 2022
DRB SUBMITTAL AUGUST 17, 2022

ARCHITECTURAL ANALYSIS							ZONING SUMMARY				FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA--C001494 MARKUS A. FRANKEL LICENSE NO. AR0007143 PHIL BENAYOUN FISHMAN LICENSE NO. AR0017273 1166 KANE CONCOURSE, SUITE 200 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 868-3650 FAX:(305) 868-3650 E MAIL: INFO@FRANKELBENAYOUN.COM  OWNER / DEVELOPER HORIZON BHI, LLC 53 BROADWAY BROOKLYN, NY 11249 T. 516.447.8887 T. 718.388.8210 CIV. ENGR. HOLLAND ENGINEERING INC. Civil Engineers 3900 HOLLYWOOD BOULEVARD HOLLYWOOD, FL - 33021 (954)367-0371 . (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831 LANDSCAPE ARCH. GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSELEY A.S.L.A. 680 S.W. 81 STREET MIAMI FL. 33143 PHONE: 305-465-9088 FAX: 305-465-9088 STRUCTURAL ENGR. MEP ENGR. N I D O 9880-9900 WEST BAY HARBOR DRIVE NEW CONDOMINIUM BUILDING BAY HARBOR ISLANDS, FLORIDA 33154 SIGNATURE DATE NO. REVISION DATE BY DRAWING TITLE ZONING DATA SCALE - DATE AUGUST 17, 2022 SHEET NUMBER A-0.00 DRC 2ND SUBMITTAL			
THE SITE IS VACANT							SF ACRES							
BUILDING OCCUPANCY R1							LOT AREA 22,500 0.52 +/-							
TYPE OF CONSTRUCTION			TYPE I-B				LEGAL DESCRIPTION							
UNIT #	# OF UNITS	NSF PER UNIT	*GSF PER UNIT	BALCONY	SF	# OF BD / # OF BA	LOTS 19 & 20 BLOCK 3 BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46 AT PAGE 5 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.							
UNIT 1	1	1,202	1,284	597	SF	2 BD / 2 BA	FLOOD ELEVATION 8.0' NGVD							
UNIT 2	1	1,430	1,527	513	SF	2 BD / 2.5 BA	THE SITE IS LOCATED IN FLOOD ZONE "AE", WITH A BFE OF 8.0' NGVD. MAP/PANEL							
UNIT 3	1	3,036	3,163	387	SF	4 BD / 3.5 BA + DEN	CROWN OF THE ROAD 4.06' NGVD							
UNIT 4	1	2,464	2,556	248	SF	2 BD / 2.5 BA + DEN	ZONING CLASSIFICATION RM1 - MULTI FAMILY RESIDENTIAL DISTRICT							
UNIT 5	1	2,778	2,892	391	SF	3 BD / 3.5 BA + DEN	FUTURE LAND USE DESIGNATION MEDIUM-HIGH DENSITY RESIDENTIAL							
UNIT 6	1	1,236	1,322	599	SF	2 BD / 2 BA	ALLOWABLE PROPOSED							
UNIT 7	1	1,394	1,490	474	SF	2 BD / 2.5 BA	N/A							
UNIT 8	1	3,036	3,163	395	SF	4 BD / 3.5 BA + DEN	(DETERMINED BY THE SETBACKS)							
UNIT 9	1	2,464	2,556	268	SF	2 BD /2.5 BA + DEN	MAXIMUM DENSITY [0.52 ACRES X 70 DUA]							
UNIT 10	1	2,778	2,892	388	SF	3 BD /3.5 BA +DEN	34 UNITS PER NET ACRE [ALLOWABLE BASE DENSITY]							
UNIT 11	1	1,178	1,268	313	SF	2 BD/2 BA	SETBACKS							
UNIT 12	1	1,347	1,439	392	SF	2 BD/2.5 BA	FRONT:							
UNIT 13	1	2,892	3,022	491	SF	4 BD /4.5 BA + DEN	UP TO 30'-0" HIGH							
UNIT 14	1	2,508	2,600	268	SF	2 BD / 2.5 BA + DEN	UP TO 45'-0" HIGH							
UNIT 15	1	2,655	2,770	426	SF	3 BD /3.5 BA + STUDY	UP TO 75'-0" HIGH							
UNIT 16	1	1,353	1,456	643	SF	2 BD /2.5 BA	REAR							
UNIT 17	1	2,378	2,493	502	SF	3 BD/2.5 BA	SIDE:BUILDINGS LESS THAN 30' IN HT. = 10'. FOR EACH ADDITIONAL 3' OF BUILDING HT. ABOVE 30', THERE SHALL BE 1 ADDITIONAL FOOT OF BUILDING SETBACK FOR THE PORTION OF THE STRUCTURE OVER 30' IN HT. NOTWITHSTANDING THE ABOVE PROVISION, FOR DEVELOPEMENTS LOCATED ON SINGLE LOTS, THE MAXIMUM SETBACK SHALL BE 20'. NOTWITHSTANDING THE ABOVE PROVISIONS FOR DEVELOPEMENTS ON MORE THAN ONE LOT THE MINIMUM SETBACK FROM EACH SIDE LOT LINE SHALL BE EQUAL TO 10% OF THE STREET FRONTAGE OF THE LOT BUT NOT LESS THAN 10'. THE MAXIMUM REQUIRED SIDE SETBACK SHALL BE 22.5' UP TO 30'-0" HIGH 10', FOR DEVELOPEMENTS ON MORE THAN 1 LOT: 10% OF LOT WIDTH [10% OF 150' = 15]							
UNIT 18	1	2,464	2,556	261	SF	2 BD/2.5 BA + DEN	1'-0" ADDITIONAL FOR EACH 3'-0" OF HEIGHT ABOVE 30'-0"							
UNIT 19	1	3,206	3,379	1135	SF	4 BD / 4.5 BA + DEN	FLEX: 1/3 OF BUILDING LENGTH							
UNIT 20	1	1,353	1,456	427	SF	2 BD / 2.5 BA	@ NORTH [0.33 X 110'-0"]							
UNIT 21	1	2,378	2,493	399	SF	3 BD /2.5 BA + DEN	@ SOUTH [0.33 X 180'-0"]							
UNIT 22	1	2,464	2,556	268	SF	2 BD /2.5 BA + DEN	@ WEST [0.33 X 120'-0"]							
UNIT 23	1	3,206	3,379	757	SF	4 BD/4.5 BA + DEN	MAXIMUM HEIGHT							
TOTAL	23	51,200	53,712	10406	SF		MAXIMUM BUILDING HEIGHT							
NOTE: DENS CAN NEVER BE CONVERTED OR USED AS BEDROOMS, UNLESS THE DU SIZE IS ADEQUATE AND BUILDING CODE REQUIREMENTS ARE MET. * GSF INDICATES SEALABLE AREAS							GROUND LANDSCAPE AREA							
							20% OF LOT AREA MINIMUM				22,500	X .20	4,500 SF	5,537 SF = 25%
							IMPERVIOUS AREA				16,977 SF = 75% OF SITE AREA			
							ROOF DECK LANDSCAPE REQUIREMENTS				REQUIRED PROPOSED			
							15% OF ROOF AREA MINIMUM USED FOR RECREATION				7,038 SF	X .15	1,037 SF	1,607 SF = 23 %
							LOT COVERAGE				ALLOWABLE PROPOSED			
							(PERIMETER DETERMINED BY THE SETBACKS)				DETERMINED BY SETBACKS 13,200 SF = 59%			
							PARKING SPACE REQUIREMENTS				REQUIRED PROPOSED			
							RESIDENTIAL - 2 PER DWELLING UNIT MINIMUM & 2 GUEST PARKING AS A SUBSET OF THE TOTAL [INCLUDING 2 H.C. SPACES]				46 (INCLUDING 2 GUEST) 49 (INCLUDING 2 GUEST & 2 ADA SPACES))			
														SIGNATURE DATE
							NO. REVISION DATE BY							



ADJACENT SOUTH
NEIGHBOR



9880 [SUBJECT SITE] 9900



ADJACENT NORTH
NEIGHBOR

EXISTING PROPERTIES



SOUTH PROPERTY NEIGHBOR

SUBJECT SITE DESIGN

NORTH PROPERTY NEIGHBOR

CONTEXT ELEVATION

FRANKEL BENAYOUN

ARCHITECTS INC.

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494

MARKUS A. FRANKEL

LICENSE NO. AR0007143

FRANK BENAYOUN FISHMAN

LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200

BAY HARBOR ISLANDS, FLORIDA 33154

PH: (305) 868.3665 FAX: (305) 868.3650

E-MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

HORIZON BHI, LLC

53 BROADWAY

BROOKLYN, NY 11249

T. 516.447.8887

T. 718.388.8210

CIVIL ENG.

HE

HOLLAND ENGINEERING INC.

civil engineers

3800 HOLLYWOOD BOULEVARD

HOLLYWOOD, FL - 33021

(954)387-0371 . (954)387-0372 Fax

SUSAN C. HOLLAND, PE

Reg. no. 41831

LANDSCAPE ARCH.

GD

GEOMANTIC DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.

3800 S.W. 41 STREET MIAMI, FL 33143

PHONE: 305.655.0588 FAX: 305.655.8528

STRUCTURAL ENG.

MEP ENG.

NO

9880-9900 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.

REVISION

DATE

BY

DRAWING TITLE

CONTEXT PHOTOS

SCALE

1/8" = 1'-0"

DATE

AUGUST 17, 2022

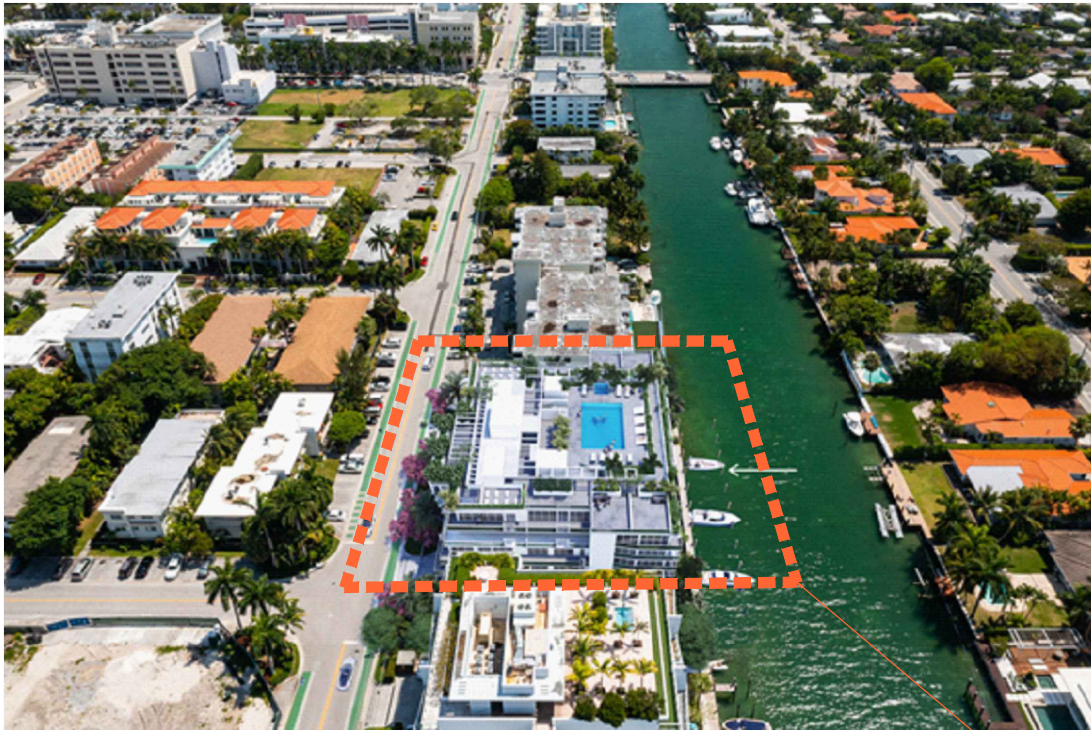
SHEET NUMBER

A-0.01

DRC 2ND SUBMITTAL



DRC 2ND SUBMITTAL



VIEW TO SOUTH



VIEW TO NORTH

SUBJECT SITE



WEST VIEW

AERIAL RENDERINGS

FRANKEL BENAYOUN

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
ITAI BENAYOUN FISHMAN
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3650 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

HORIZON BHI, LLC
53 BROADWAY
BROOKLYN, NY 11249
T. 516.447.8887
T. 718.388.8210

CIVIL ENG.

HE

HOLLAND ENGINEERING INC.

civil engineers

3800 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)387-0371 . (954)387-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH.

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.L.A.
3800 S.W. 41 STREET MIAMI FL, 33143
PHONE: 305-655-0888 FAX: 305-655-8028

STRUCTURAL ENG.

MEP ENG.

N I D O

9880-9900 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE

DATE

NO.

REVISION

DATE

BY

DRAWING TITLE

AERIAL RENDERING

SCALE

DATE: AUGUST 17, 2022

SHEET NUMBER

A-0.03

DRC 2ND SUBMITTAL



ROOF RENDERINGS

FRANKEL BENAYOUN

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-0001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
ITAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

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STRUCTURAL ENG.

MEP ENG.

N I D O

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NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

ROOF RENDERINGS

SCALE

DATE: AUGUST 17, 2022

SHEET NUMBER

A-0.04

DRC 2ND SUBMITTAL



CANOPY RENDERINGS

FRANKEL BENAYOUN

ARCHITECTS INC.

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
ITZHAK BENAYOUN FISHMAN
LICENSE NO. AR0017273

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STRUCTURAL ENG.

MEP ENG.

N I D O

9880-9900 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

CANOPY RENDERINGS

SCALE

DATE

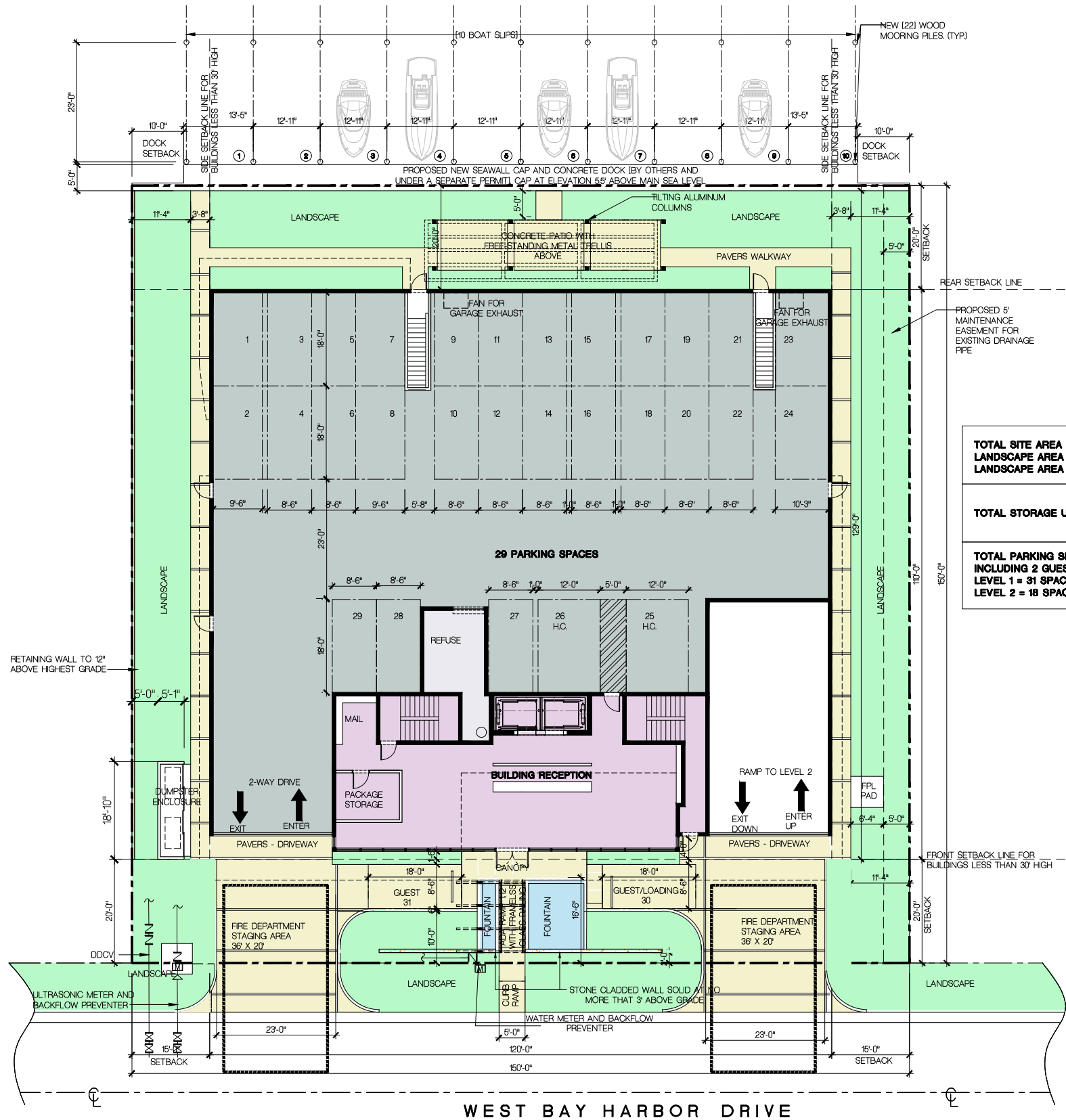
AUGUST 17, 2022

SHEET NUMBER

A-0.05

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FLOOD PRECIPITATION NOTES:
1. THE BUILDING IS DESIGNED BASED ON FBC 1625 FLOOD HAZARD DOCUMENTATION ITEM (I) ASCE 24 TABLE 2-1 BFE = 1' ACCORDING TO THE WET FLOODPROOFING METHOD
ASCE 24 2.2.2 ENGINEERED OPENINGS
ASCE 24 2.2.3 INSTALLATION OF OPENINGS
ASCE 24 SECTION 7.2 ELECTRICAL
ASCE 24 SECTION 7.3 PLUMBING
ASCE 24 SECTION 7.4 MECHANICAL
ASCE 24 SECTION 7.5 ELEVATORS
ASCE 24 SECTION 8.0 BUILDING ACCESS
ASCE 24 SECTION 8.1 STAIRS AND RAMPS
2. FLOOD ZONE: AE
3. BASE FLOOD ELEVATION = 8'0" NAVD
4. FLOOD PANEL NUMBER: 004
5. FINISH FLOOR ELEVATION: ALL SPACES ON LEVEL 1: 2'-0" BFE / 5'0" NAVD
6. REFER TO THE SURVEY FOR GRADE ELEVATIONS INCLUDING CROWN OF ROAD AND ADJACENT
7. THERE IS NO EQUIPMENT ON LEVEL 1, THE LOWEST ELEVATION OF EQUIPMENT IS AT ELEVATION 4'-9" NAVD = 4'-9" BFE
8. ALL STORM WATER RUNOFF SHALL BE RETAINED ON SITE. SEE C-1 FOR DETAILS.
FLOOD VENT TO BE USED:
FV 1 = MODEL #FV450 FLOOD VENT
FV 2 = MODEL #FV450-21 STACKED FLOOD VENT
FV 3 = MODEL #FV450-30 1/2 HOUR FIRE RESISTANT FLOOD VENT
FLOOD VENT NOTES:
1. PROVIDE FLOOD VENTS (FV) BY SMART VENT OR EQUAL AS INDICATED ON PLAN.
2. EACH FLOOD VENT ALLOWS FOR 200 SQ. IN. OPENING AND SATISFIES THE OPENING REQUIREMENT FOR 200 SQ. FT. OF INTERIOR SPACE.
3. FINISH TO BE SELECTED BY OWNER. ALL FLOOD VENTS TO HAVE NGA.
4. THE FLOOD VENTS IN RATED WALLS SHALL BE UL FIRE RATED 2 HOURS.
5. THE FLOOD VENTS IN RATED WALLS SHALL BE UL FIRE RATED 2 HOURS.
6. THE FLOOD VENTS IN THE BUILDING ENTRY SHALL BE INSULATED.
7. INSTALL FLOOD VENTS AT 12" ABOVE GRADE OR FLOOR.
8. PROVIDE 1 SQ. IN. OF VENT FOR EACH 1 SF OF FLOOR AREA.
9. COMPLY WITH FEMA BULLETIN 2, TABLE 2.
10. THE INTERIOR FINISHES IN THE BUILDING ENTRY SHALL BE WATER RESISTANT UP TO BFE + 18" AND IN ACCORDANCE WITH THE WATERPROOFING CONSULTANTS RECOMMENDATIONS AND CERTIFICATION AND TABLE 2 OF FLOOD DAMAGE RESISTANT MATERIALS FOR WALLS.
11. GYPSUM MATERIALS SHALL BE NON PAPER-FACED GYPSUM BOARD.
12. RECYCLED PLASTER LUMBER COMINGLED WITH 80% POLYETHYLENE FIBER OR HIGH DENSITY POLYETHYLENE (HDPE) UP TO 95%.
13. PAINT SHALL BE POLYESTEREPHY AND OTHER OIL-BASED WATERPROOF TYPES OR LATEX.
14. FOR WALLS & FLOORS.
15. THERMOPLASTIC RUBBER OR ARTIFICIAL NON-ABSORBENT SOLID OR VENEER WATERPROOF GROUT.
ELEVATOR NOTES:
24. IN ACCORDANCE WITH ASCE 24 AND FEMA TECH BULLETIN NUMBER 4:
- THE ELEVATOR MOTORS, ELECTRIC CONTROL PANELS, AND ASSOCIATED EQUIPMENT SHALL BE LOCATED ABOVE BFE + 1.
- THE ELEVATOR SHALL BE EQUIPPED WITH CONTROLS THAT WILL PREVENT THE CAB FROM DESCENDING INTO FLOOD WATERS BELOW ELEVATION BFE + 1.



TOTAL SITE AREA = 22,500 SF
LANDSCAPE AREA REQUIRED = 4,500 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED = 6,537 SF (25%)

TOTAL STORAGE UNITS PROVIDED 23 (1 PER UNIT)

TOTAL PARKING SPACES PROVIDED 49 (2 PER UNIT)
INCLUDING 2 GUEST SPACES AT FRONT SETBACK
LEVEL 1 = 31 SPACES
LEVEL 2 = 18 SPACES

SITE PLAN - LEVEL 1 FLOOR PLAN
SCALE: 3/32" = 1'-0"

FRANKEL BENAYOUN ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-0001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
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Reg. no. 41831

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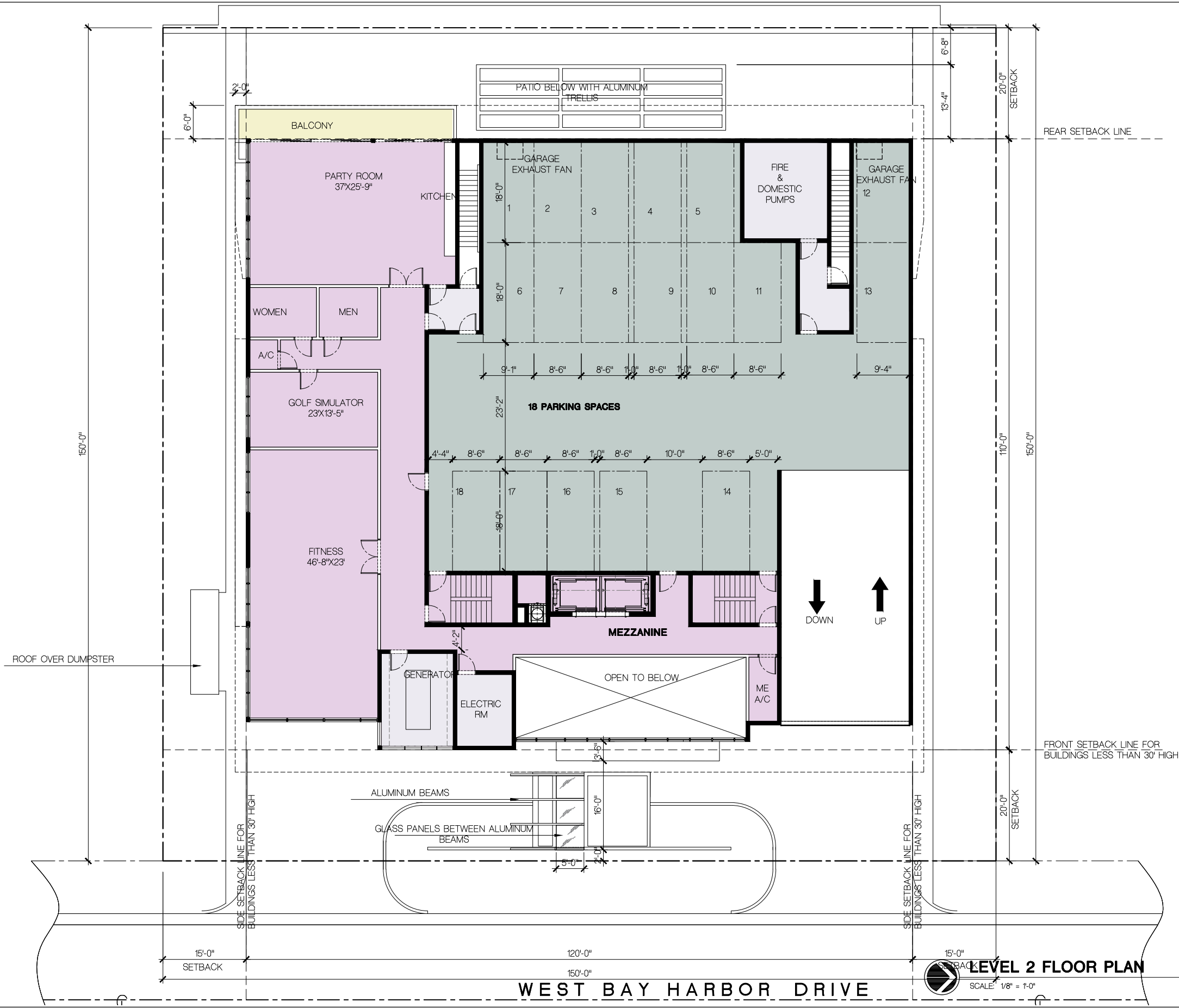
STRUCTURAL ENG.
MEP ENG.

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE _____ DATE _____
NO. _____ REVISION _____ DATE _____ BY _____
DRAWING TITLE
**SITE PLAN
LEVEL 1 FLOOR PLAN**
SCALE: 3/32" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
A-100
DRC 2ND SUBMITTAL



SITE PLAN LEVEL 1 FLOOR PLAN	
SCALE: 1/8" = 1'-0"	DATE: AUGUST 17, 2022
SHEET NUMBER A-1.01	
DRG. 2ND SUBMITTAL	



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STRUCTURAL ENG.

MEP ENG.

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BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.

REVISION

DATE

BY

DRAWING TITLE

LEVEL 2 FLOOR PLAN

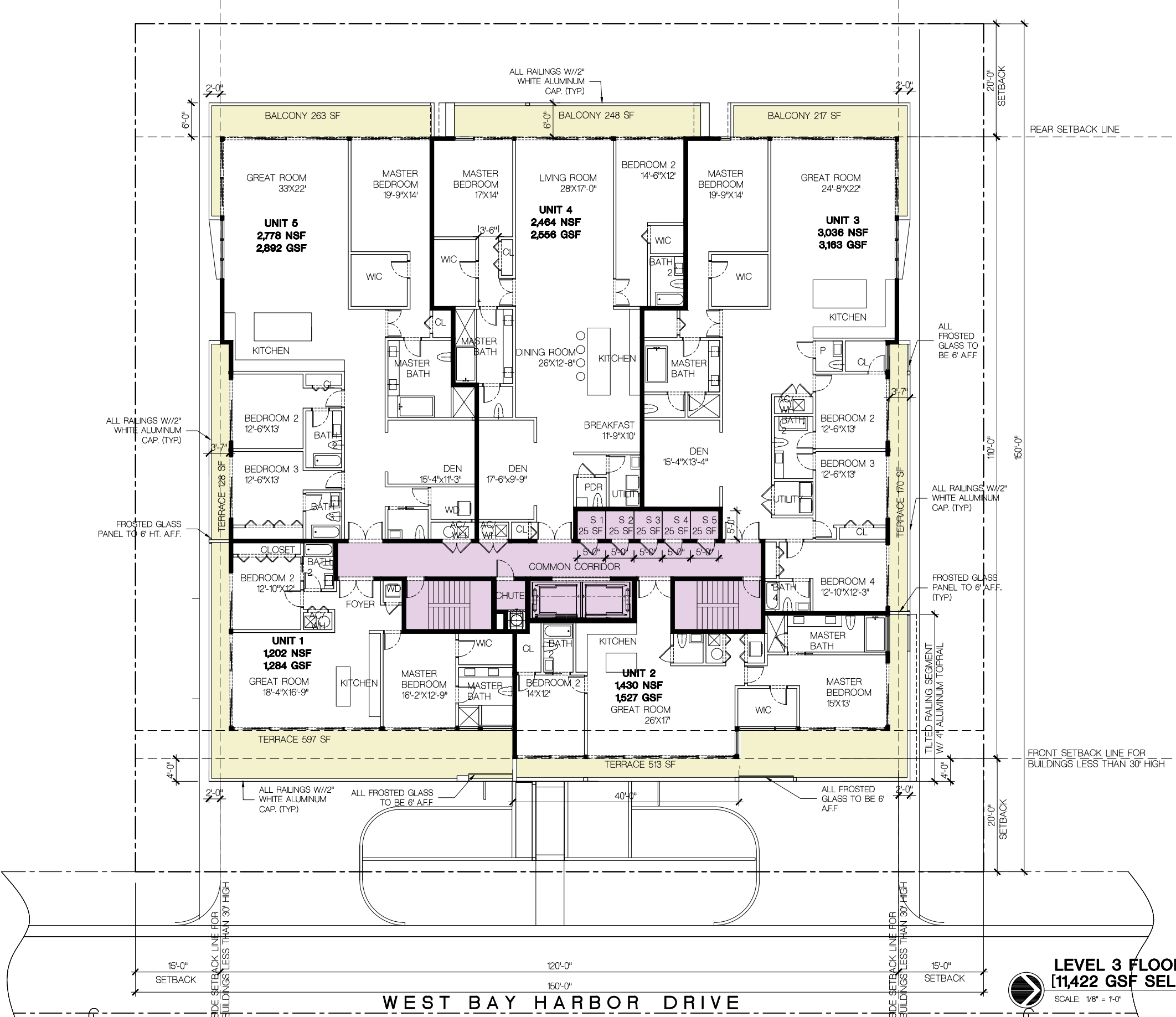
SCALE: 1/8" = 1'-0"

DATE: AUGUST 17, 2022

SHEET NUMBER

A-102

DRC 2ND SUBMITTAL



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

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

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PHONE: 305-655-0068 FAX: 305-655-8428

STRUCTURAL ENG.

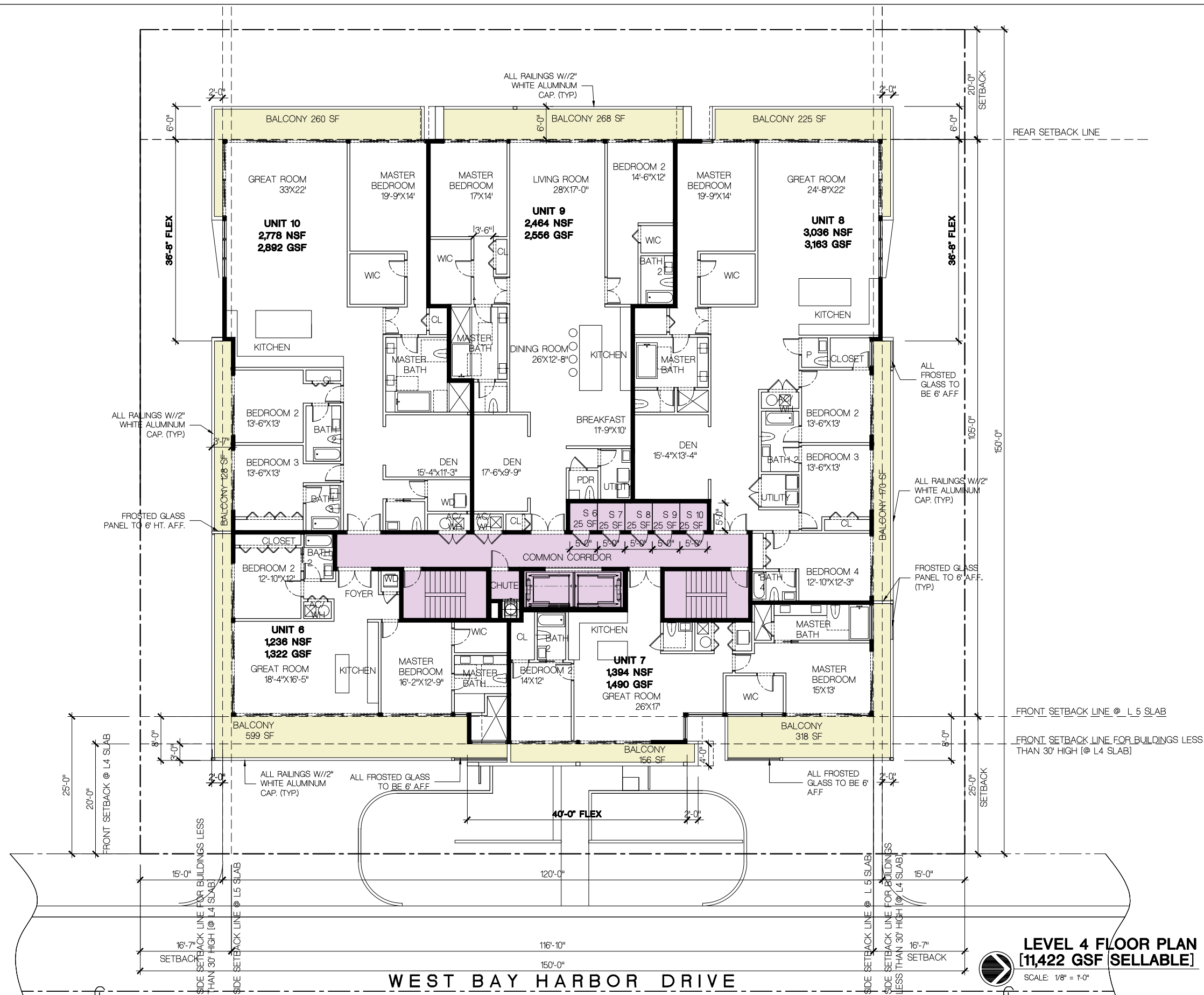
MEP ENG.

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
LEVEL 3 FLOOR PLAN
SCALE: 1/8" = 1'-0"
DATE: AUGUST 17, 2022
SHEET NUMBER
A-103
DRC 2ND SUBMITTAL

LEVEL 3 FLOOR PLAN
[11,422 GSF SELLABLE]
SCALE: 1/8" = 1'-0"



LEVEL 4 FLOOR PLAN
[11,422 GSF SELLABLE]
SCALE: 1/8" = 1'-0"
DATE: AUGUST 17, 2022
SHEET NUMBER: A-104
DRC 2ND SUBMITTAL

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273

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OWNER / DEVELOPER

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LANDSCAPE ARCHITECTURE

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PHONE: 305-655-0688 FAX: 305-655-8428

STRUCTURAL ENG.

MEP ENG.

NIDO
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33564

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

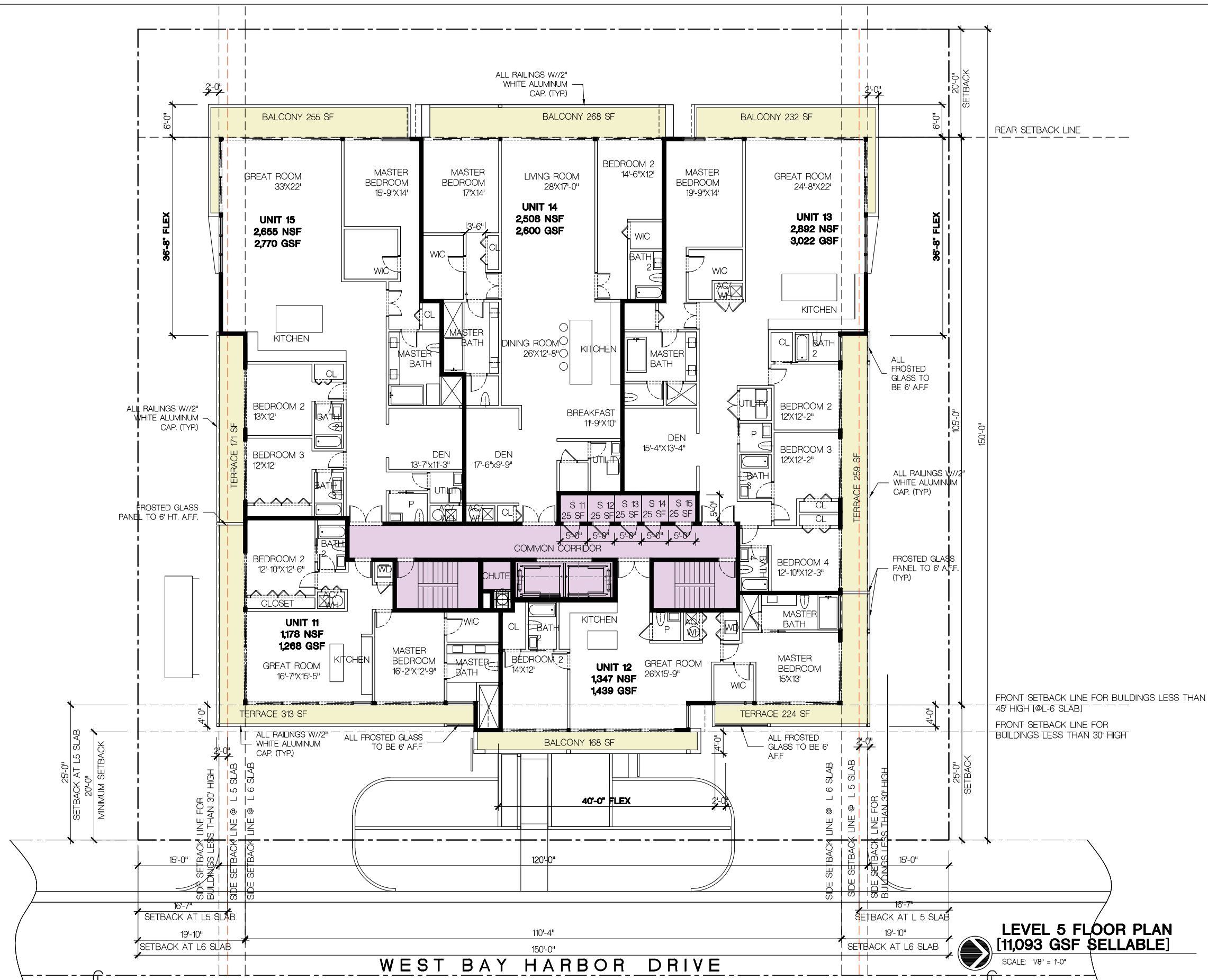
LEVEL 4 FLOOR PLAN

SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022

SHEET NUMBER

A-104

DRC 2ND SUBMITTAL



FRANKEL BENAYOUN

ARCHITECTS INC.

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

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LICENSE NO. AR0017273

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MEP ENG.

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NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

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REVISION

DATE

BY

DRAWING TITLE

LEVELS 5 FLOOR PLAN

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

DATE: AUGUST 17, 2022

SHEET NUMBER

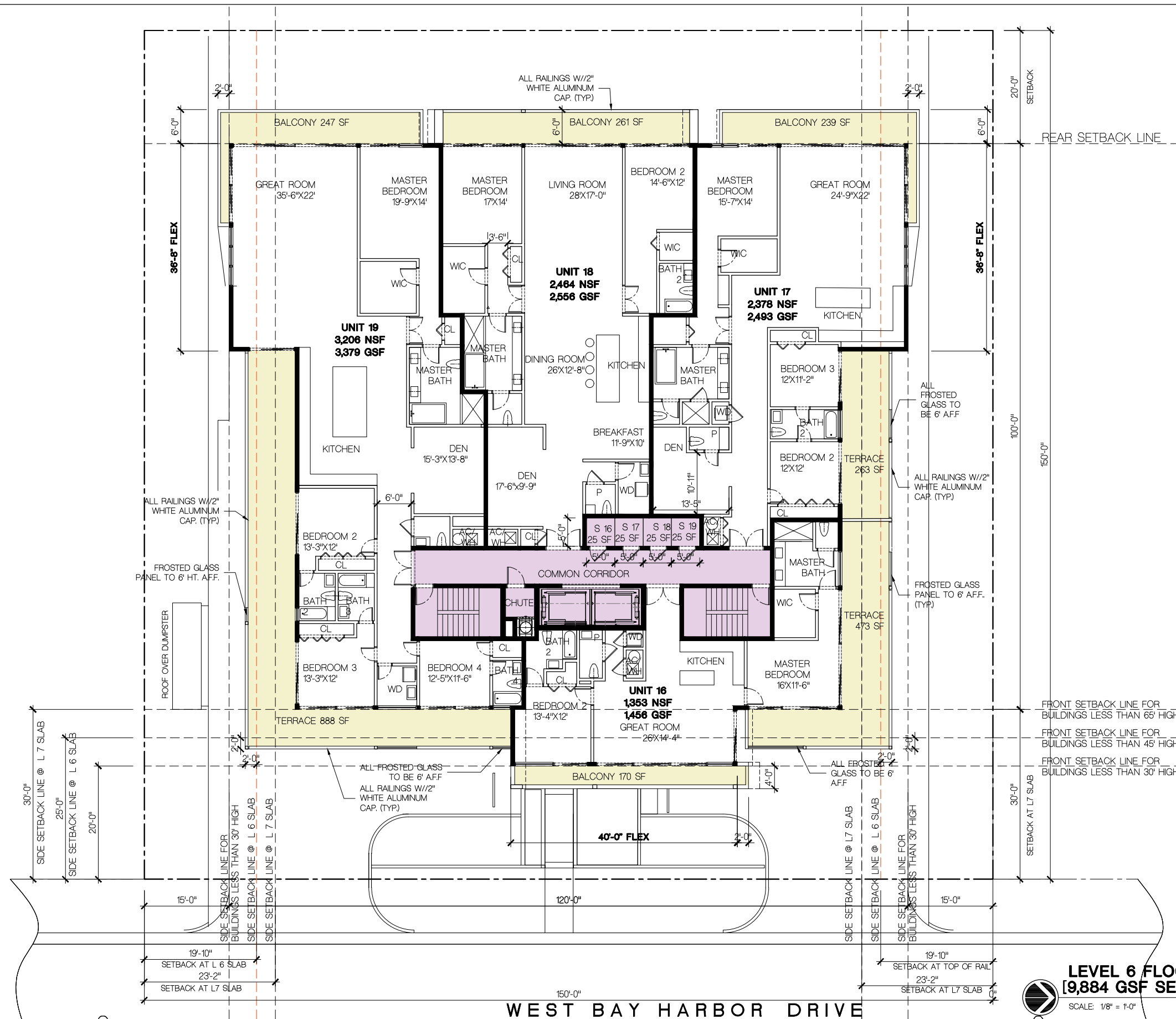
A-105

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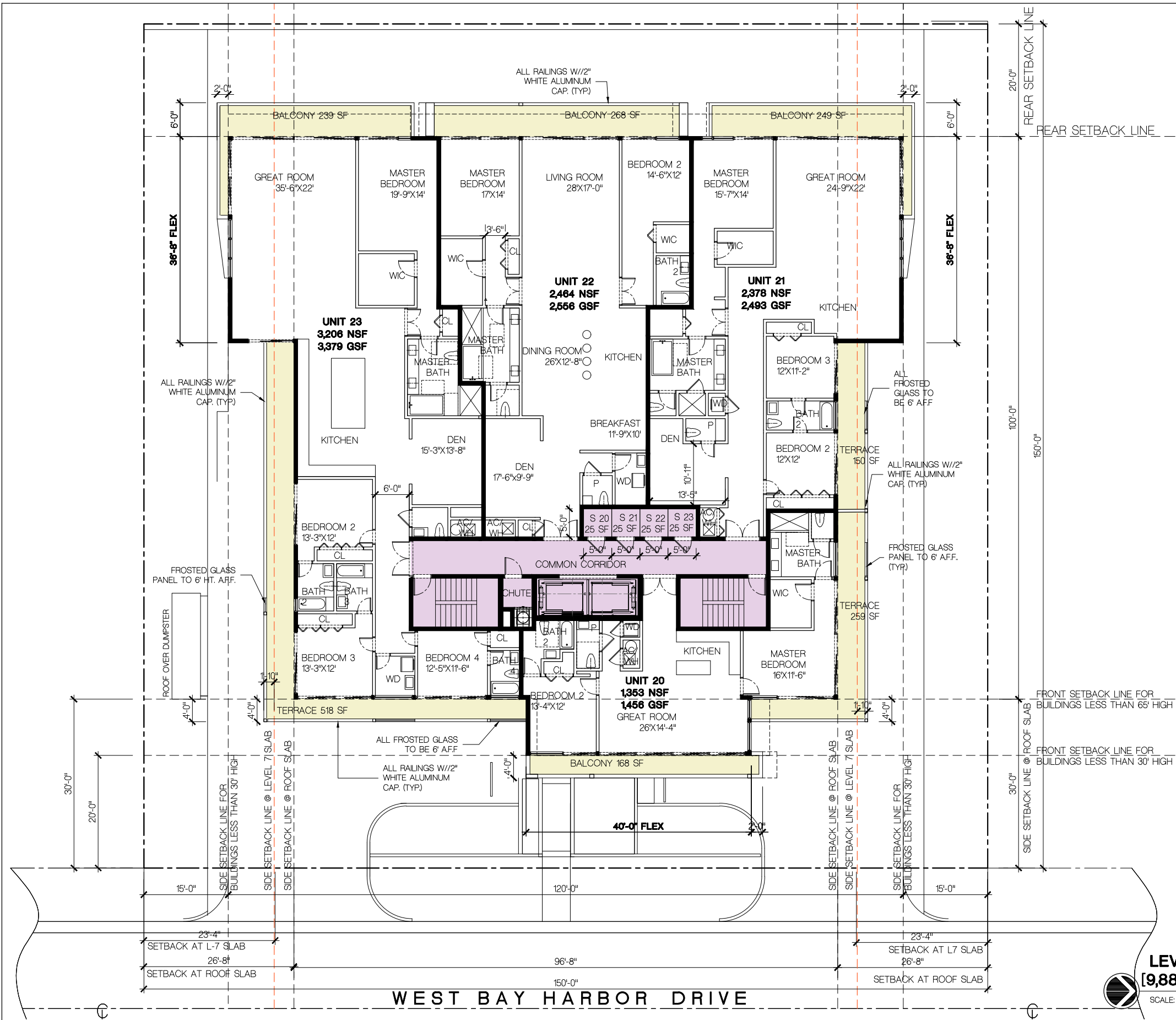
LEVEL 5 FLOOR PLAN

[11,093 GSF SELLABLE]

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



FRANKEL BENAYOUN ARCHITECTS - PLANNERS - INTERIOR DESIGN			
LICENSE NO. AA-CO01494 MARKUS A. FRANKEL LICENSE NO. AR0007143 PHIAT BENAYOUN FISHPAN, LICENSE NO. AR0017273			
1166 KANE CONCOURSE, SUITE 200 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 868-3665 FAX:(305) 868-3650 E MAIL: INFO@FRANKELBENAYOUN.COM			
OWNER / DEVELOPER HORIZON BHI, LLC 53 BROADWAY BROOKLYN, NY 11249 T. 516.447.8887 T. 718.388.8210			
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LANDSCAPE ARCHT.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY AS/LA 8800 N.W. 81 STREET MIAMI, FL 33148 PHONE: 305-666-9888 FAX: 305-666-8828			
STRUCTURAL ENG.			
MEP ENG.			
N I D O 9880-9900 WEST BAY HARBOR DRIVE NEW CONDOMINIUM BUILDING BAY HARBOR BLANDS,FLORIDA 33154			
SIGNATURE _____ DATE _____			
NO.	REVISION	DATE	BY
DRAWING TITLE: LEVEL 6 FLOOR PLAN			
SCALE: 1/8" = 1'-0"		DATE: AUGUST 17, 2022	
SHEET NUMBER: A-1.06			
DRC 2ND SUBMITTAL			



FRANKEL BENAYOUN ARCHITECTS INC.
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STRUCTURAL ENG.

MEP ENG.

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BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE DATE
NO. REVISION DATE BY
DRAWING TITLE
LEVEL 7 FLOOR PLAN
[9,884 GSF SELLABLE]
SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
A-107
DRC 2ND SUBMITTAL

FRANKEL BENAYOUN
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ROOF PLAN

SCALE:

1/8" = 1'-0"

DATE:

AUGUST 17, 2022

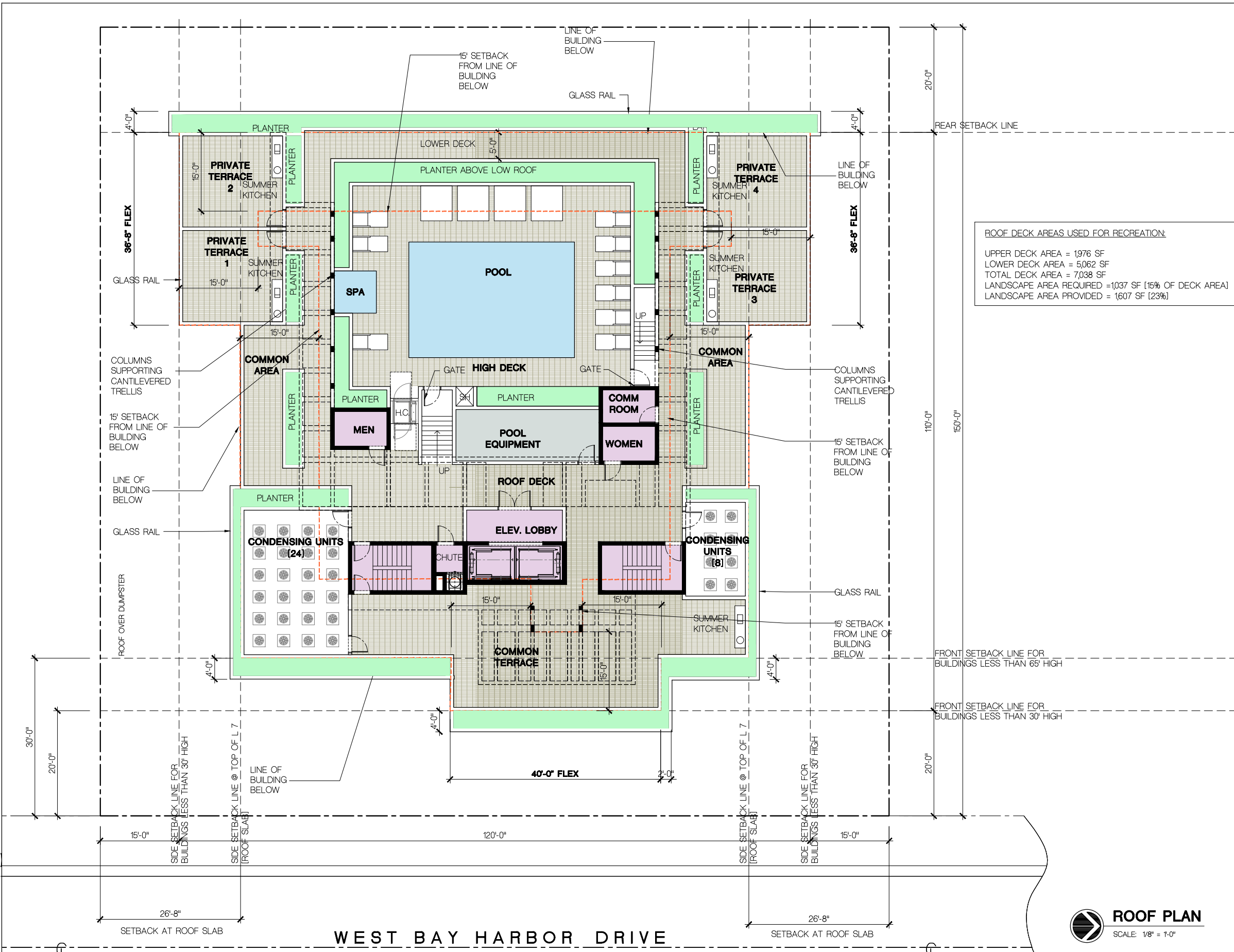
SHEET NUMBER

A-108

DRC 2ND SUBMITTAL

ROOF DECK AREAS USED FOR RECREATION:

UPPER DECK AREA = 1,976 SF
LOWER DECK AREA = 5,062 SF
TOTAL DECK AREA = 7,038 SF
LANDSCAPE AREA REQUIRED = 1,037 SF [15% OF DECK AREA]
LANDSCAPE AREA PROVIDED = 1,607 SF [23%]



ROOF PLAN

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

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9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

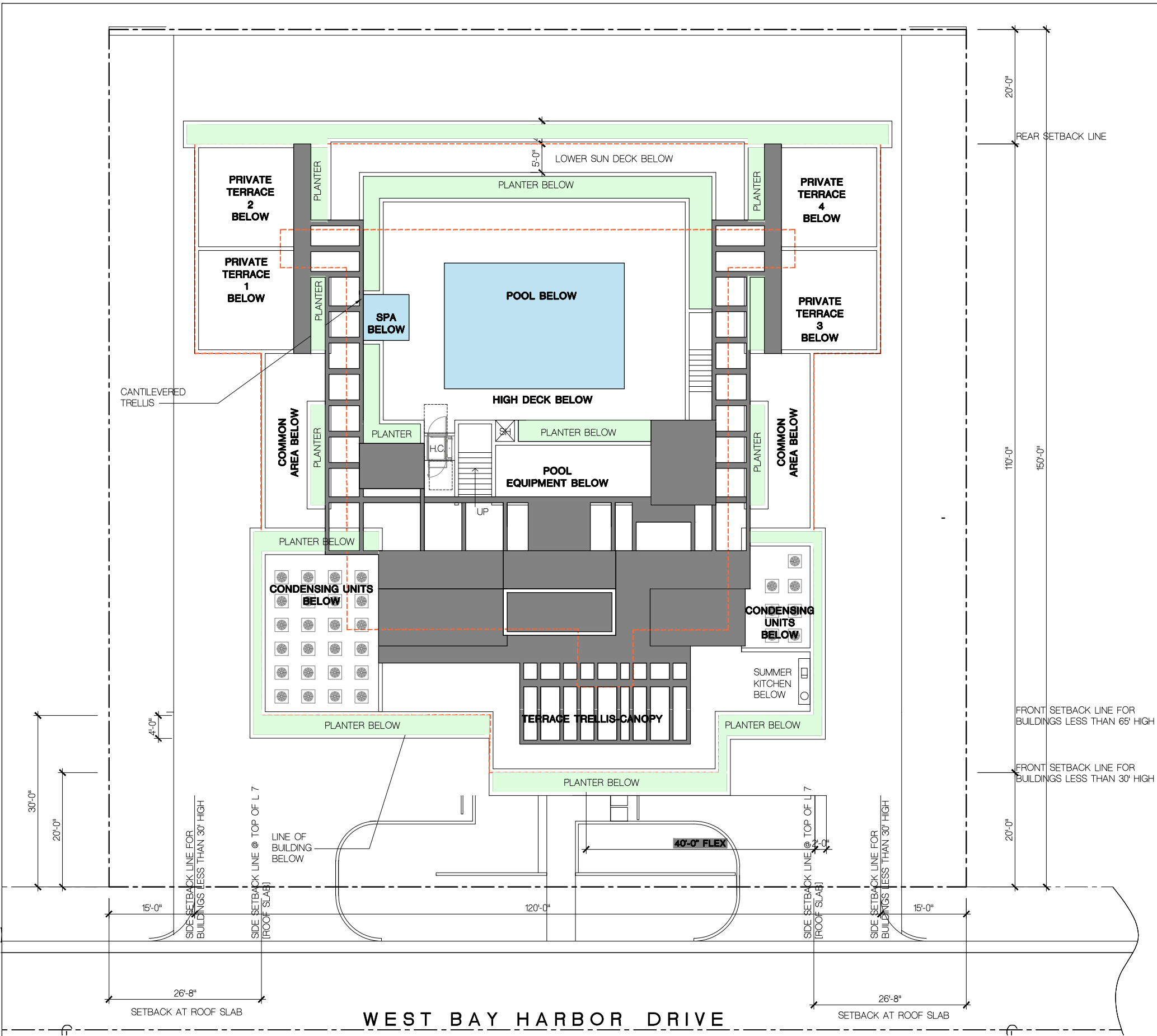
DRAWING TITLE
HIGH ROOF PLAN

SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022

SHEET NUMBER

A-109

DRC 2ND SUBMITTAL



HIGH ROOF PLAN

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

75'-0" TOTAL BUILDING HT. FROM GRADE TOP HIGHER POOL DECK

65'-0" BUILDING HT. FROM B.F.E. + 1' FREEBOARD TO ROOF



- ELEV 70'-0" BFE + 1' FREEBOARD = 79.0' NGVD
F.F.E. UPPER ROOF DECK
- ELEV 65'-0" BFE + 1' FREEBOARD = 74.0' NGVD
F.F.E. ROOF
- ELEV +64'-2" BFE + 1' FREEBOARD = 73'-2" NGVD
T.O.S. ROOF
- ELEV 54'-4" BFE + 1' FREEBOARD = 63'-4" NGVD
T.O.S. LEVEL 7
- ELEV 44'-6" BFE + 1' FREEBOARD = 53'-6" NGVD
T.O.S. LEVEL 6
- ELEV 34'-8" BFE + 1' FREEBOARD = 43'-8" NGVD
T.O.S. LEVEL 5
- ELEV 24'-10" BFE + 1' FREEBOARD = 33'-10" NGVD
T.O.S. LEVEL 4
- ELEV 15' BFE + 1' FREEBOARD = 24' NGVD
T.O.S. LEVEL 3
- ELEV +5'-9" BFE + 1' FREEBOARD = 14'-9" NGVD
T.O.S. LEVEL 2
- ELEV 0" BFE = 8'0" NGVD
- ELEV -2'-6" BFE = 5'-6" NGVD
T.O.S. LEVEL 1
- ELEV 1' BFE = 9.0' NGVD
FREEBOARD ELEVATION
- ELEV -4'-0" BFE = 4' NGVD
CROWN OF ROAD ELEVATION

EAST [FRONT] ELEVATION/WITH LANDSCAPE

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

FRANKEL BENAYOUN

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143

YITAI BENAYOUN FISHMAN
LICENSE NO. AR0017273

1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
PH: (305) 868.3650 FAX:(305) 868.3650
E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

HORIZON BHI, LLC
53 BROADWAY
BROOKLYN, NY 11249
T. 516.447.8887
T. 718.388.8210

CIVIL ENG

HE HOLLAND ENGINEERING INC.

civil engineers

3800 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL - 33021
(954)387-0371 . (954)387-0372 Fax
SUSAN C. HOLLAND, PE
Reg. no. 41831

LANDSCAPE ARCH

GEOMANTIC

DESIGNS, INC.

LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.I.A.

3800 S.W. 41 STREET DEALE FL 33443
PHONE: 305-655-0888 FAX: 305-655-8408

STRUCTURAL ENG.

MEP ENG.

NIDO

9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

EAST [FRONT]
ELEVATION

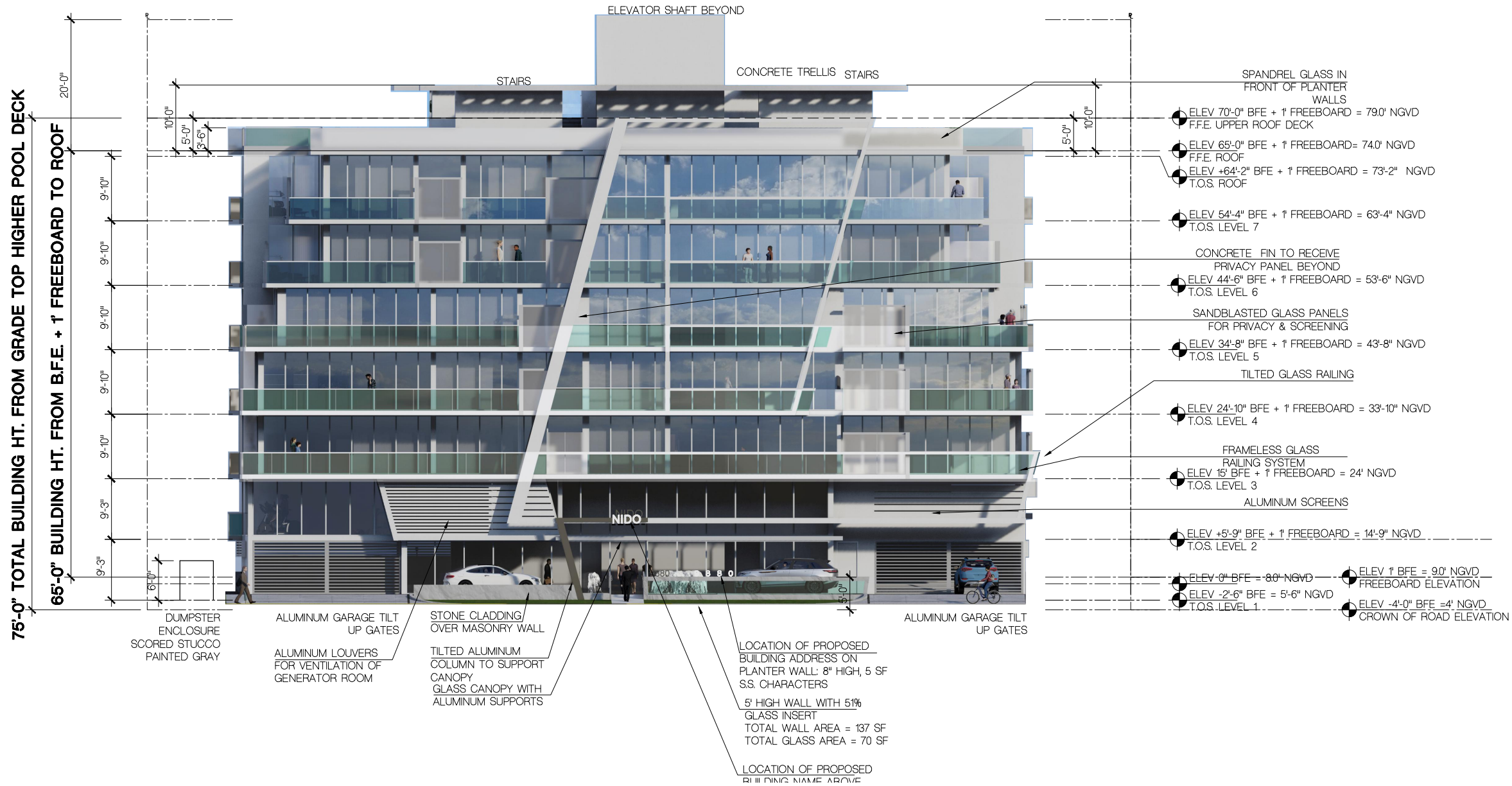
SCALE
1/8" = 1'-0"

DATE
AUGUST 17, 2022

SHEET NUMBER

A-2.01

DRC 2ND SUBMITTAL



EAST [FRONT] ELEVATION

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

FRANKEL BENAYOUN

ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494

MARKUS A. FRANKEL
LICENSE NO. AR0007143
IVYAT BENAYOUN FISHMAN
LICENSE NO. AR0017273

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LANDSCAPE ARCHITECTURE

ROBERT PARSLEY A.S.I.A.
2800 S.W. 41 STREET MIAMI, FL 33143
PHONE: 305-665-0668 FAX: 305-665-8028

STRUCTURAL ENG.

MEP ENG.

N I D O

9880-9900 WEST BAY HARBOR DRIVE

NEW CONDOMINIUM BUILDING

BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

EAST [FRONT]
ELEVATION

SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022

SHEET NUMBER

A-2.01 A

DRC 2ND SUBMITTAL



75'-0" TOTAL BUILDING HT. FROM GRADE TOP HIGHER POOL DECK

68'-0" BUILDING HT. FROM B.F.E. + 1' FREEBOARD TO ROOF

20'-0"

10'-0"

5'-0"

3'-6"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

9'-10"

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9'-10"

9'-10"

9'-10"

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9'-10"

- ELEV 70'-0" BFE + 1' FREEBOARD = 79.0' NGVD
F.F.E. UPPER ROOF DECK
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F.F.E. ROOF
- ELEV +64'-2" BFE + 1' FREEBOARD = 73'-2" NGVD
T.O.S. ROOF
- ELEV 54'-4" BFE + 1' FREEBOARD = 63'-4" NGVD
T.O.S. LEVEL 7
- ELEV 44'-6" BFE + 1' FREEBOARD = 53'-6" NGVD
T.O.S. LEVEL 6
- ELEV 34'-8" BFE + 1' FREEBOARD = 43'-8" NGVD
T.O.S. LEVEL 5
- ELEV 24'-10" BFE + 1' FREEBOARD = 33'-10" NGVD
T.O.S. LEVEL 4
- ELEV 15' BFE + 1' FREEBOARD = 24' NGVD
T.O.S. LEVEL 3
- ELEV +5'-9" BFE + 1' FREEBOARD = 14'-9" NGVD
T.O.S. LEVEL 2
- ELEV -0" BFE = -8.0' NGVD
- ELEV -2'-6" BFE = 5'-6" NGVD
- ELEV -4'-0" BFE = 4' NGVD
- ELEV 1' BFE = 9.0' NGVD
FREEBOARD ELEVATION
- CROWN OF ROAD ELEVATION

NORTH ELEVATION

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IVYAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
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E MAIL: INFO@FRANKELBENAYOUN.COM

OWNER / DEVELOPER

HORIZON BHI, LLC
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BROOKLYN, NY 11249
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LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
3800 S.W. 41 STREET MIAMI, FL 33143
PHONE: 305.655.0668 FAX: 305.666.8028

STRUCTURAL ENG.

MEP ENG.

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

NORTH ELEVATION

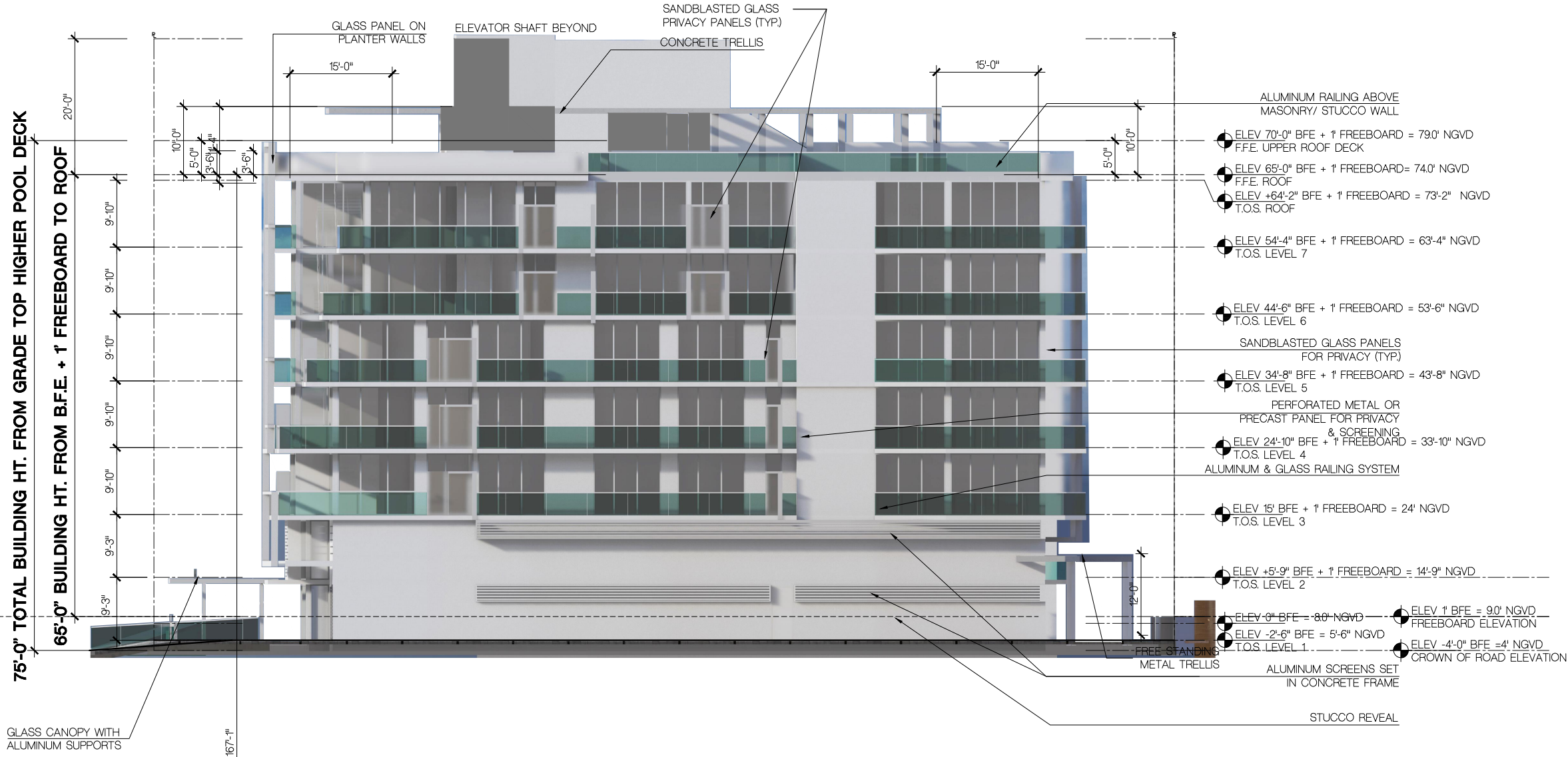
SCALE: 1/8" = 1'-0"

DATE: AUGUST 17, 2022

SHEET NUMBER

A-2.02

DRC 2ND SUBMITTAL



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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

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

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STRUCTURAL ENG.

MEP ENG.

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY
DRAWING TITLE:			
NORTH ELEVATION			
SCALE: 1/8" = 1'-0"		DATE: AUGUST 17, 2022	
SHEET NUMBER			
A-202 A			
DRC 2ND SUBMITTAL			

75'-0" TOTAL BUILDING HT. FROM GRADE TOP HIGHER POOL DECK



- ELEV 70'-0" BFE + 1' FREEBOARD = 79.0' NGVD
F.F.E. UPPER ROOF DECK
- ELEV 65'-0" BFE + 1' FREEBOARD = 74.0' NGVD
F.F.E. ROOF
- ELEV +64'-2" BFE + 1' FREEBOARD = 73'-2" NGVD
T.O.S. ROOF
- ELEV 54'-4" BFE + 1' FREEBOARD = 63'-4" NGVD
T.O.S. LEVEL 7
- ELEV 44'-6" BFE + 1' FREEBOARD = 53'-6" NGVD
T.O.S. LEVEL 6
- ELEV 34'-8" BFE + 1' FREEBOARD = 43'-8" NGVD
T.O.S. LEVEL 5
- ELEV 24'-10" BFE + 1' FREEBOARD = 33'-10" NGVD
T.O.S. LEVEL 4
- ELEV 14'-0" BFE + 1' FREEBOARD = 24' NGVD
T.O.S. LEVEL 3
- ELEV 4'-0" BFE + 1' FREEBOARD = 14'-9" NGVD
T.O.S. LEVEL 2
- ELEV 1'-0" BFE = 9.0' NGVD
FREEBOARD ELEVATION
- ELEV -4'-0" BFE = -4' NGVD
CROWN OF ROAD ELEVATION

SOUTH ELEVATION/WITH LANDSCAPE

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

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

1166 KANE CONCOURSE, SUITE 200
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T. 718.388.8210

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Reg. no. 41831

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GEOMANTIC DESIGNS, INC.
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3800 S.W. 41 STREET MIAMI, FL 33143
PHONE: 305.655.0688 FAX: 305.655.8028

STRUCTURAL ENG.

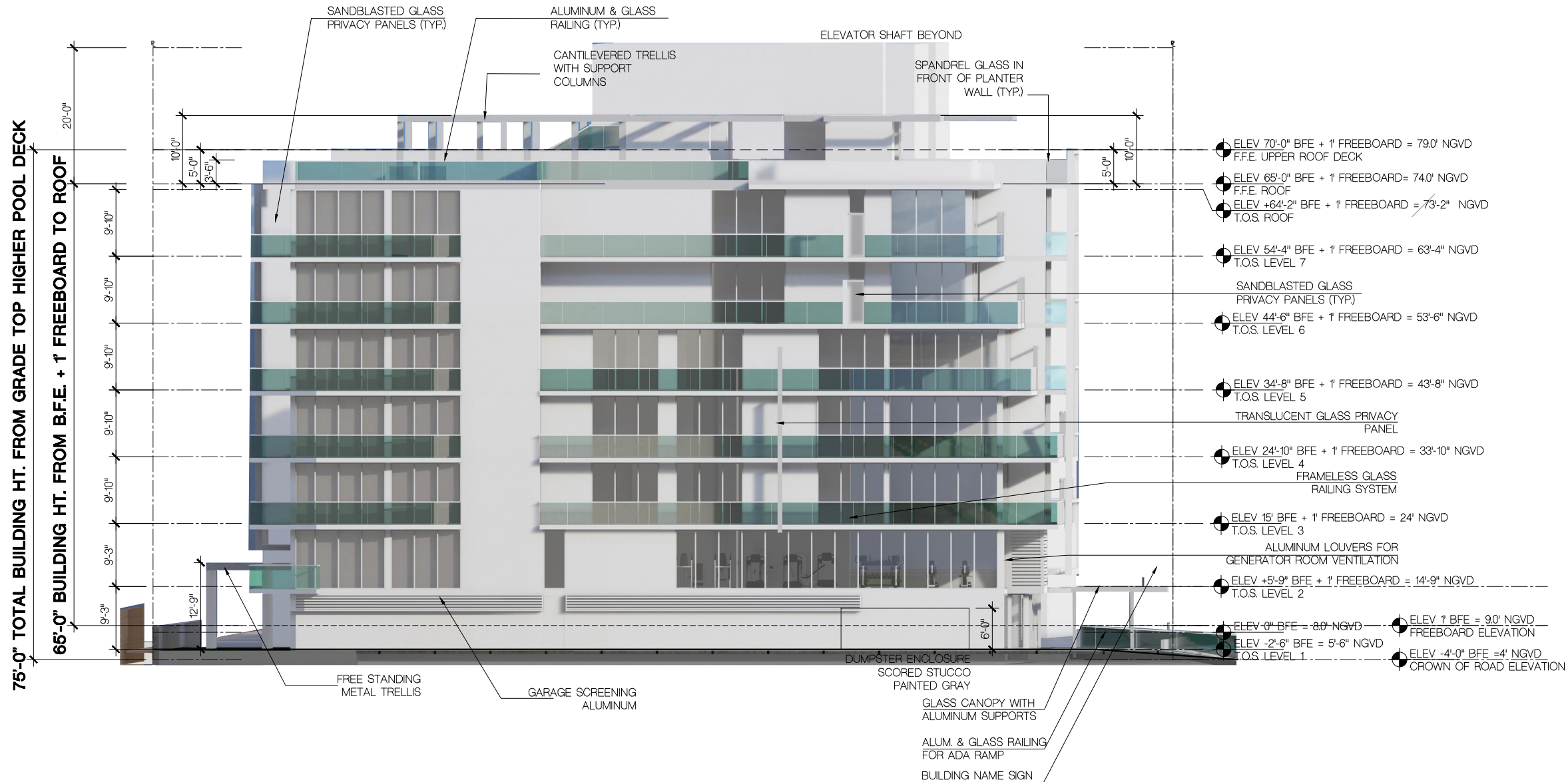
MEP ENG.

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
SOUTH ELEVATION

SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
A-2.03
DRC 2ND SUBMITTAL



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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN
LICENSE NO. AA-C001494
MARKUS A. FRANKEL
LICENSE NO. AR0007143
IVYAT BENAYOUN FISHMAN
LICENSE NO. AR0017273
1166 KANE CONCOURSE, SUITE 200
BAY HARBOR ISLANDS, FLORIDA 33154
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GEOMANTIC DESIGNS, INC.
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PHONE: 305-655-0668 FAX: 305-655-8028

8880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE:
SOUTH ELEVATION
SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER:
A-2.03 A
DRC 2ND SUBMITTAL



75'-0" TOTAL HEIGHT FROM GRADE TOP HIGHER POOL DECK
65'-0" TOTAL HEIGHT FROM B.F.E. + 1' FREEBOARD TO ROOF

- ELEV 70'-0" BFE + 1' FREEBOARD = 79.0' NGVD
F.F.E. UPPER ROOF DECK
- ELEV 65'-0" BFE + 1' FREEBOARD= 74.0' NGVD
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T.O.S. LEVEL 3
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T.O.S. LEVEL 2
- ELEV -0" BFE = 8'-0" NGVD
- ELEV -2'-6" BFE = 5'-6" NGVD
T.O.S. LEVEL 1
- ELEV 1' BFE = 9'-0" NG
FREEBOARD ELEVATI
- ELEV -4'-0" BFE =4'-0" N
CROWN OF ROAD EL

WEST ELEVATION/WITH LANDSCAPE

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

FRANKEL BENAYOUN
ARCHITECTS INC.
ARCHITECTS PLANNERS INTERIOR DESIGN

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

1166 KANE CONCOURSE, SUITE 200
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PH: (305) 868.3655 FAX:(305) 868.3650
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OWNER / DEVELOPER
HORIZON BHI, LLC
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ROBERT PARSLEY A.S.I.A.
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PHONE: 305-655-0888 FAX: 305-665-8028

STRUCTURAL ENG

MEP ENG

N I D O
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

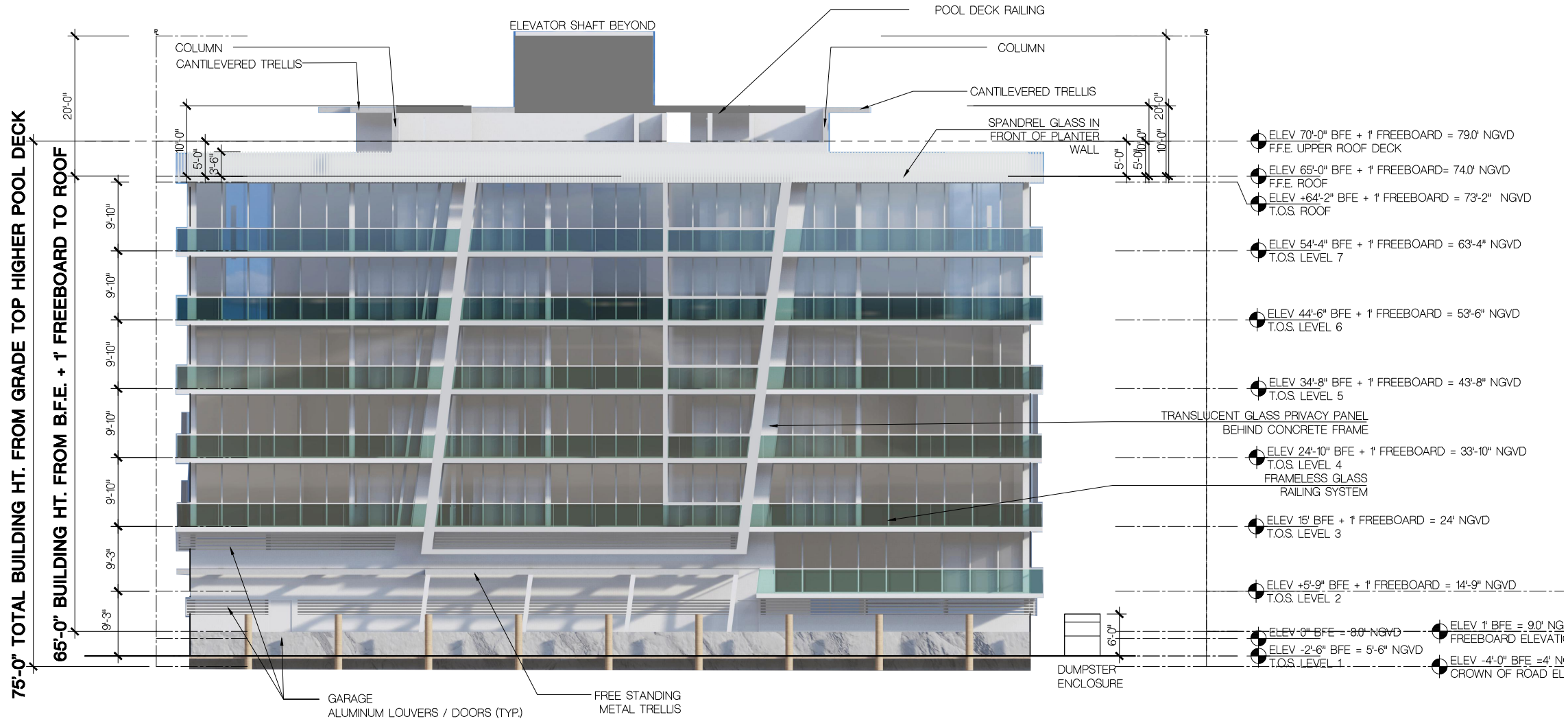
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**WEST
ELEVATION**

SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022

SHEET NUMBER
A-2.04

DRC 2ND SUBMITTAL



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

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LICENSE NO. AR0007143
SVET BENAYOUN FISHMAN
LICENSE NO. AR0017273

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STRUCTURAL ENG.

MEP ENG.

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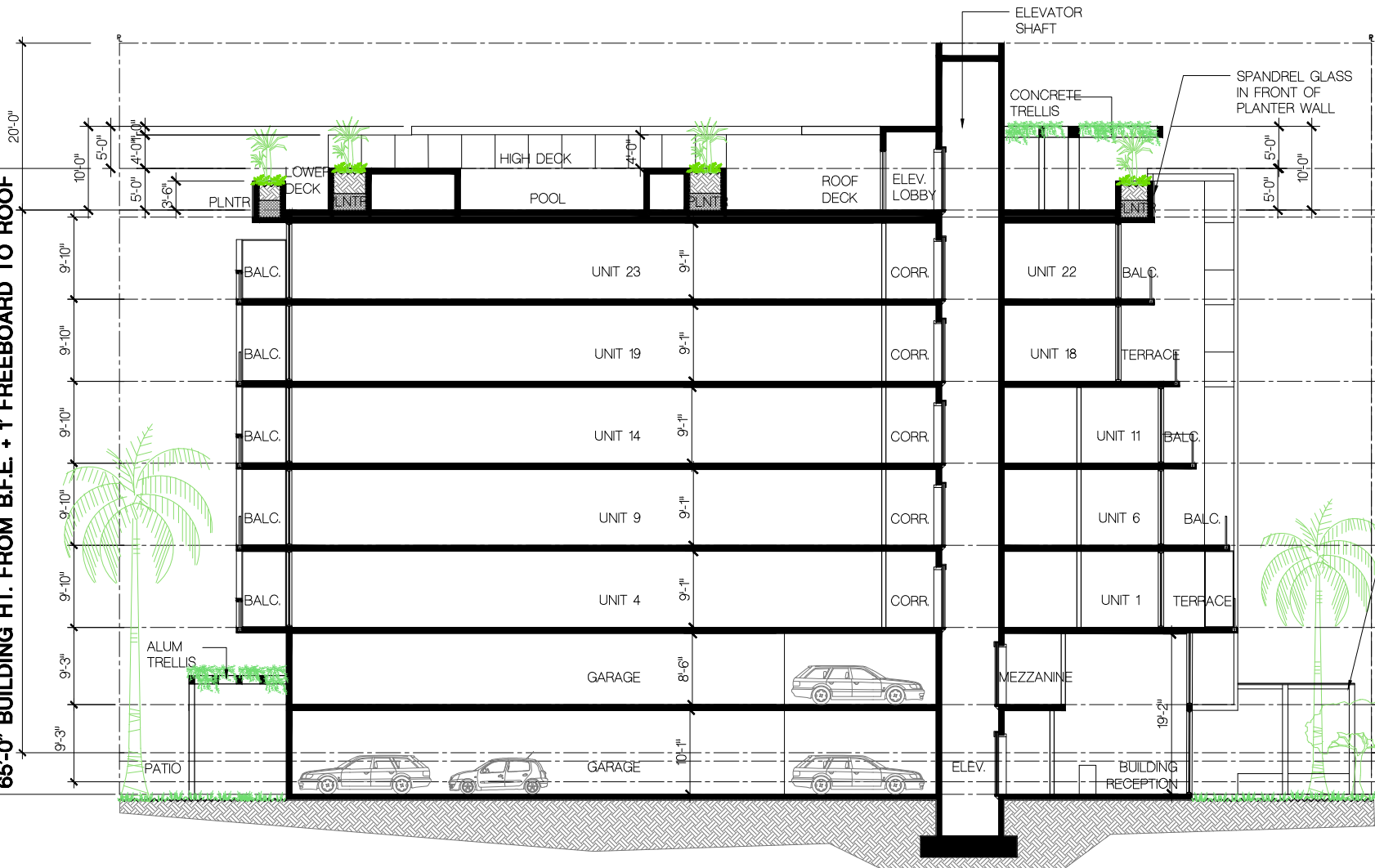
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DRAWING TITLE
WEST ELEVATION
SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
A-2.04 A
DRC 2ND SUBMITTAL

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

75'-0" TOTAL BUILDING HT. FROM GRADE TOP HIGHER POOL DECK

65'-0" BUILDING HT. FROM B.F.E. + 1' FREEBOARD TO ROOF



- ELEV 70'-0" BFE + 1' FREEBOARD = 79.0' NGVD
F.F.E. UPPER ROOF DECK
- ELEV 65'-0" BFE + 1' FREEBOARD = 74.0' NGVD
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- ELEV 34'-8" BFE + 1' FREEBOARD = 43'-8" NGVD
T.O.S. LEVEL 5
- ELEV 24'-10" BFE + 1' FREEBOARD = 33'-10" NGVD
T.O.S. LEVEL 4
GLASS AND ALUMINUM ENTRY CANOPY
- ELEV 16' BFE + 1' FREEBOARD = 24' NGVD
T.O.S. LEVEL 3
- ELEV +5'-9" BFE + 1' FREEBOARD = 14'-9" NGVD
T.O.S. LEVEL 2
- ELEV 0" BFE = 8.0' NGVD
- ELEV -2'-6" BFE = 5'-6" NGVD
T.O.S. LEVEL 1
- ELEV 1' BFE = 9.0' NGVD
FREEBOARD ELEVATION
- ELEV -4'-0" BFE = 4' NGVD
CROWN OF ROAD ELEVATION

BUILDING SECTION

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

FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

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IVYAT BENAYOUN FISHMAN
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STRUCTURAL ENG.

MEP ENG.

N I D O
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NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
BUILDING SECTION
SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
A-3.01
DRC 2ND SUBMITTAL

FRANKEL BENAYOUN
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MARKUS A. FRANKEL
LICENSE NO. AR0007143
FRANK BENAYOUN FISHMAN
LICENSE NO. AR0017273
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civil engineers
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LANDSCAPE ARCHITECTURE
ROBERT PARSLEY A.S.I.A.
3800 S.W. 41 STREET MIAMI, FL 33143
PHONE: 305-655-0668 FAX: 305-655-8628

STRUCTURAL ENG.

MEP ENG.

NIDO
9880-9900 WEST BAY HARBOR DRIVE
NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

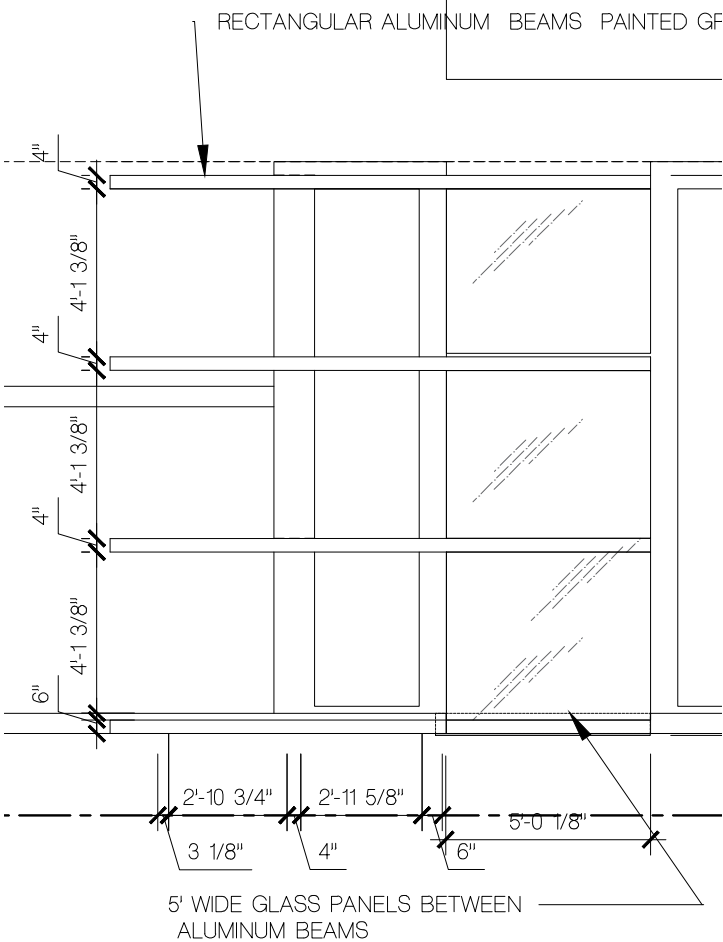
SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**CANOPY & LOW WALLS
DETAILS**

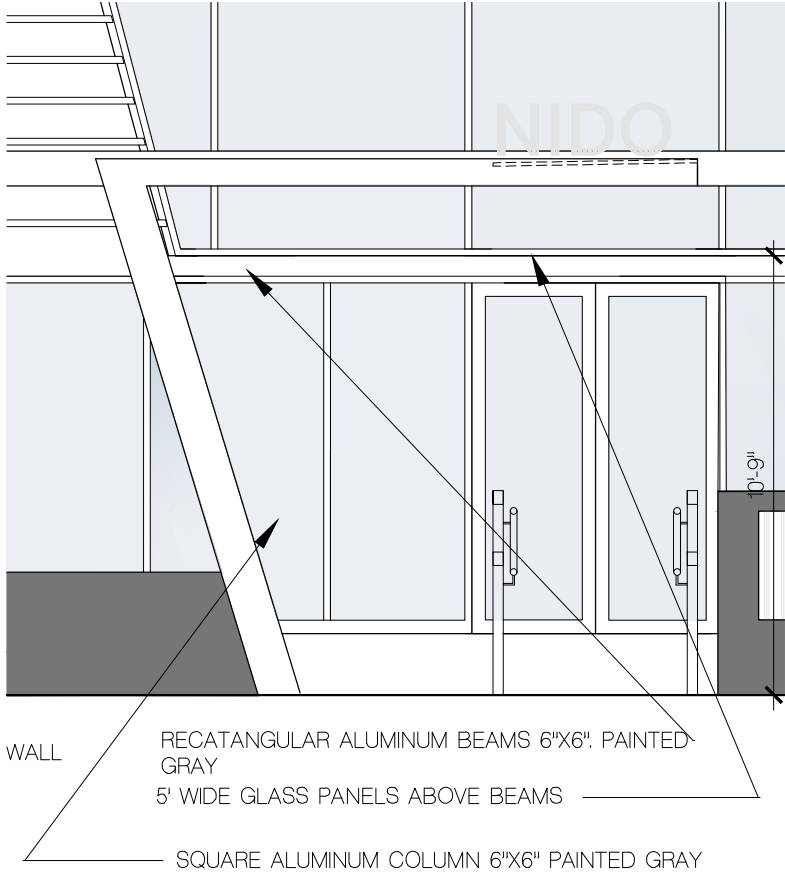
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SHEET NUMBER
A-3.02

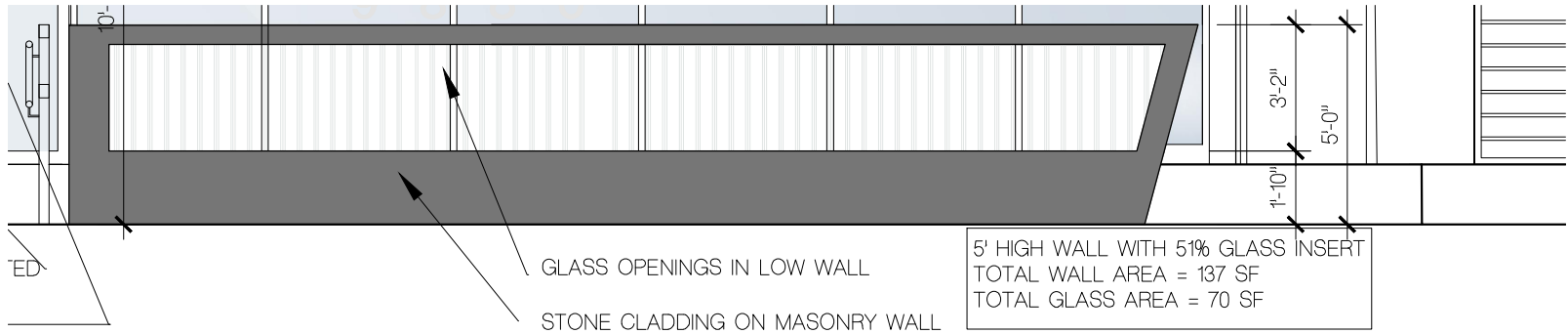
DRC 2ND SUBMITTAL



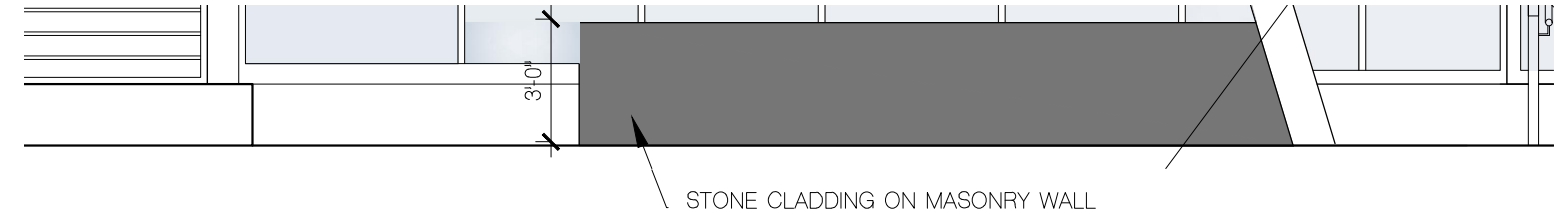
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SCALE: 1/2" = 1'-0"



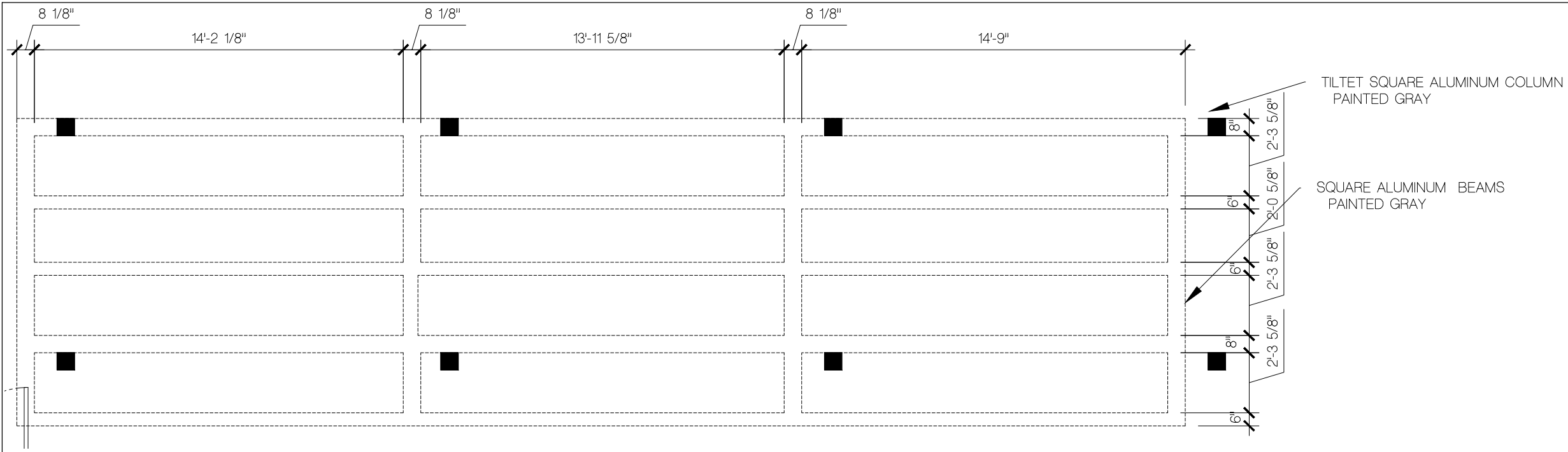
2 ENTRY CANOPY - ELEVATION
SCALE: 1/2" = 1'-0"



3 ENTRY WALL
SCALE: 1/2" = 1'-0"



4 ENTRY WALL
SCALE: 1/2" = 1'-0"



FRANKEL BENAYOUN
ARCHITECTS PLANNERS INTERIOR DESIGN

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

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NEW CONDOMINIUM BUILDING
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SIGNATURE		DATE	
NO.	REVISION	DATE	BY

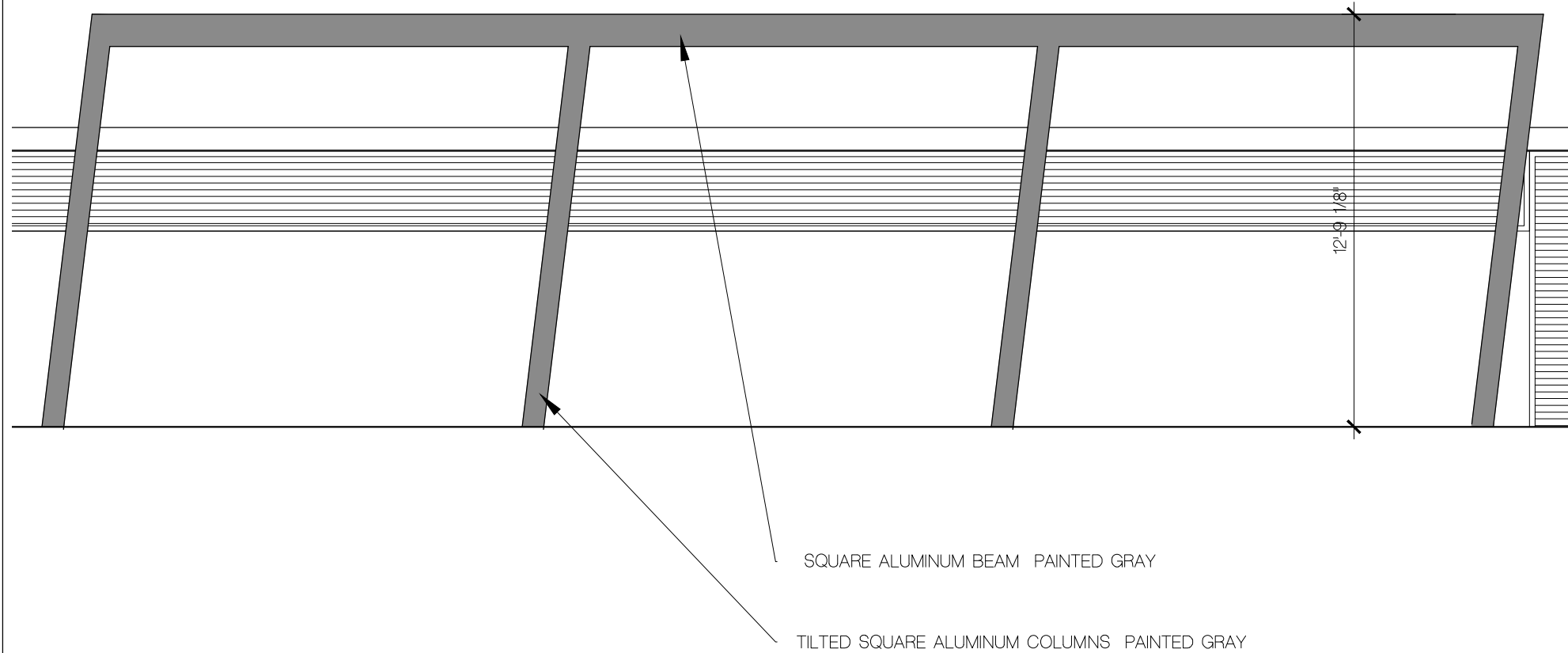
DRAWING TITLE
**TRELISS
DETAILS**

SCALE: 1/2" = 1'-0" DATE: AUGUST 17, 2022

SHEET NUMBER
A-3.03

DRC 2ND SUBMITTAL

1 FREE STANDING TRELLIS - FLOOR PLAN
SCALE : 1/2" = 1'-0"



2 FREE STANDING TRELLIS - ELEVATION
SCALE : 1/2" = 1'-0"



6 STAINLESS STEEL BUILDING SIGN



1 BUILDING PAINT COLOR - WHITE ALL STUCCO WALLS



2 ALUMINUM ELEMENTS PAINT COLOR - GRAY



FRONT RENDERING



REAR RENDERING



LIGHT BOLLARD



CONCRETE PAVER DRIVEWAYS



GLASS ENTRY CANOPY



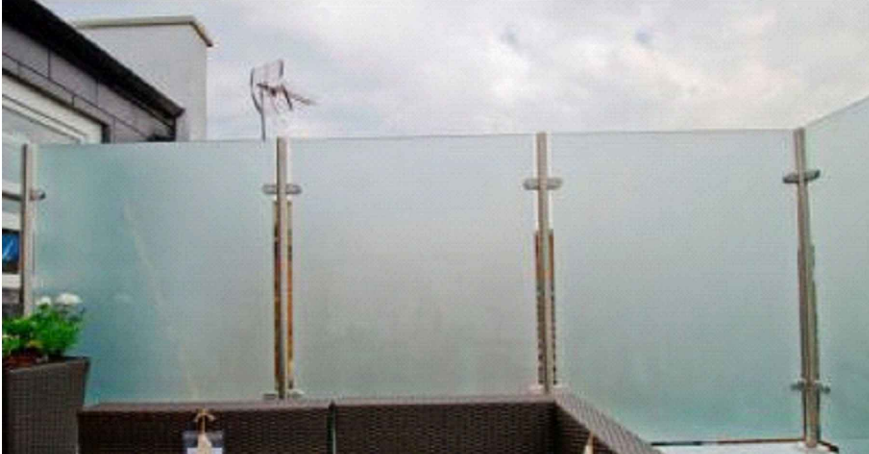
3 SPANDREL GLASS AT ROOF PARAPET WALLS



7 LIMESTONE AT LOW WALLS IN FRONT SETBACK



4 GLASS COLOR FOR ALL BALCONY RAILINGS



5 SANDBLASTED GLASS FOR PRIVACY PANELS IN FRONT OF BATHROOMS

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STRUCTURAL ENG

MEP ENG

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NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE

DATE

NO.	REVISION	DATE	BY

DRAWING TITLE

PRESENTATION BOARD

SCALE: N.T.S. DATE: AUGUST 17, 2022

SHEET NUMBER
A-4.01

DRC 2ND SUBMITTAL



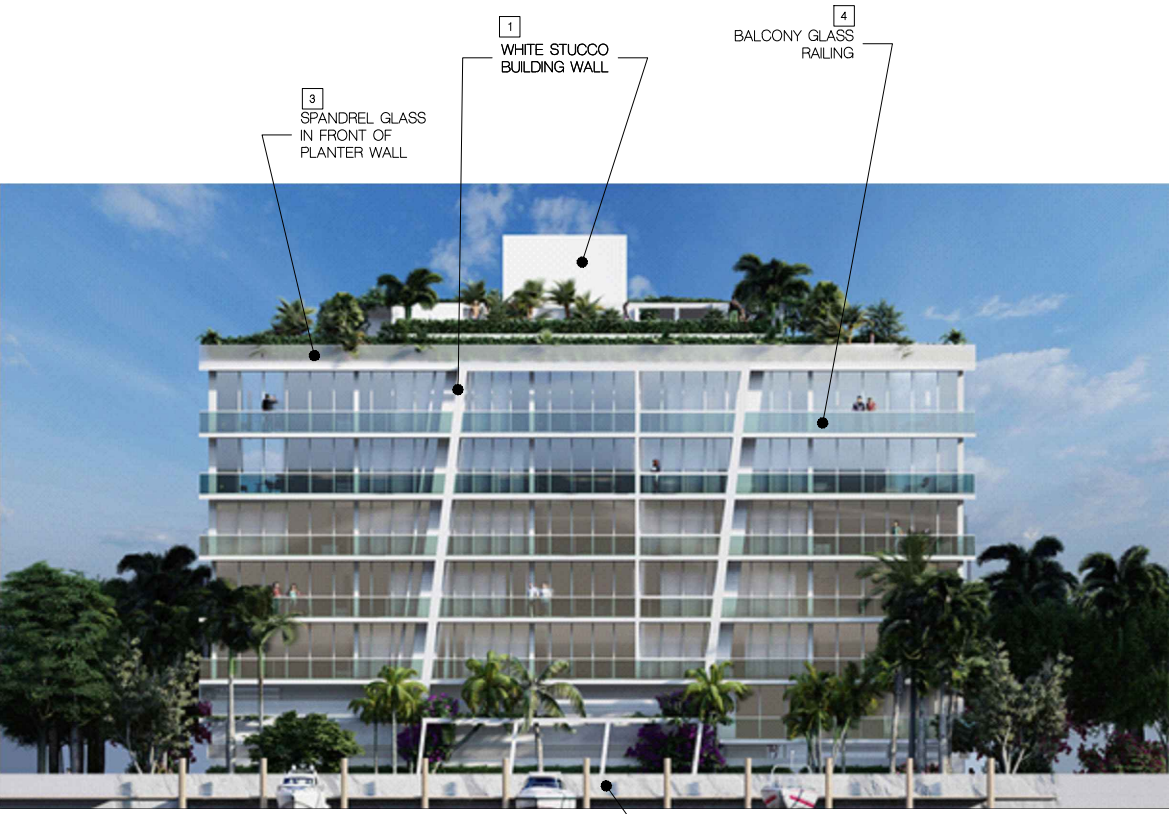
EAST ELEVATION [FRONT]

- 1 WHITE STUCCO BUILDING WALL
- 2 GRAY ALUMINUM SUPPORTS FOR GLASS CANOPY
- 3 SPANDREL GLASS IN FRONT OF PLANTER WALL
- 4 BALCONY GLASS RAILING
- 5 SANDBLASTED GLASS FOR PRIVACY
- 6 PROPOSED BUILDING SIGN
- 7 GRAY LIMESTONE CLADDING ON LOW WALLS



NORTH ELEVATION [RIGHT SIDE]

- 2 GRAY ALUMINUM GARAGE LOUVERS
- 4 GLASS BALCONY RAILING
- 4 WHITE STUCCO BUILDING WALL



WEST ELEVATION [BACK]

- 2 GRAY ALUMINUM FREE-STANDING TRELLIS
- 1 WHITE STUCCO BUILDING WALL
- 3 SPANDREL GLASS IN FRONT OF PLANTER WALL
- 4 BALCONY GLASS RAILING



SOUTH ELEVATION [LEFT SIDE]

- 2 GRAY ALUMINUM GARAGE LOUVERS
- 4 GLASS BALCONY RAILING
- 4 WHITE STUCCO BUILDING WALL

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NO.	REVISION	DATE	BY

DRAWING TITLE

**COMPOSITE OF 4-3D
ELEVATION RENDERINGS**

SCALE

DATE: AUGUST 17, 2022

SHEET NUMBER

A-5.01

DRC 2ND SUBMITTAL

FV 2 MODEL #1540-520 UL 2HR FIRE RESISTANT FLOOD VENT

FV 1 & FV3 MODEL #1540-520 INSULATED FLOOD VENT

[illegible]

Smart VENT
877-441-8368
www.smartvent.com

INSTALLATION INSTRUCTIONS
& DETAILS
MODEL 1540-520
FLOODVENT INSULATED
1/2" x 1/2"

INSTALLATION INSTRUCTIONS

1. REMOVE VENT DOOR FROM VENT FRAME. (TURN UPSIDE DOWN, ROTATE BOTTOM OF DOOR OUTWARD AND SLIDE OUT)
2. PREPARE A CLEAN 16.25" WIDE BY 8.25" HIGH ROUGH OPENING (APPROX. 1 BLOCK WIDE X 1 BLOCK HIGH) FOR EACH VENT. ENSURE THE BOTTOM OF THE ROUGH OPENING IS NO MORE THAN 12" ABOVE THE FINISHED GRADE.
3. APPLY A BEAD OF HURRIBOND GRIP & SEAL OR EQUIVALENT ADHESIVE AROUND THE BACK OF THE FLANGE ON THE VENT FRAME. (FIG. 2)
4. INSERT INSTALLATION CLIPS INTO THE TWO SLOTS ON THE TOP AND TWO SLOTS ON THE BOTTOM OF THE FRAME.
5. THE SPRING ARM OF THE CLIPS SHOULD BE ON THE OUTSIDE OF THE VENT FRAME. COMPRESS THE BOTTOM TWO CLIPS AND BEGIN SLIPPING THE FRAME INTO THE OPENING. ENSURE THAT THE BOTTOM CLIPS ARE IN THE OPENING BEFORE ALLOWING THEM TO DECOMPRESS.
6. WITH THE FRAME NOW IN THE OPENING, AND THE BOTTOM SPRINGS IN PLACE, COMPRESS THE TOP SPRINGS AND PUSH THE VENT FRAME INTO THE OPENING COMPLETELY UNTIL THE FRAME IS FLUSH WITH THE WALL.
7. RE-CHECK THAT FRAME IS SQUARE AND SLOTS ARE CLEAR OF DEBRIS, AND CAULK.
8. INSTALL THE DOOR INTO FRAME BY GRASPING THE BOTTOM OF DOOR (WITH FLOAT PINS DOWN) AND FRONT (SMALL SCREEN IN FRONT). SLIDE DOOR INTO FRAME AND ROTATE UNTIL IT IS LATCHED.
9. TO OPEN THE DOOR INSERT TWO CREDIT CARDS INTO THE FLOAT SLOTS AS SHOWN IN THE DIAGRAM. THIS WILL UNLATCH THE DOOR FOR REMOVAL AND CLEANING.

DETAIL SPECIFICATIONS:

MATERIAL: STAINLESS STEEL
OPERATION: AUTOMATIC NON-POWERED ACTIVATION AND OPERATION

INSTALLATION:

SECURED W/ 4 STAINLESS STEEL INSTALLATION CLIPS INCLUDING AN ADHESIVE HYDROSTATIC RELIEF, 200 SQ. FT. PER VENT
REQUIREMENTS: MINIMUM OF 2 MONTHS PER ENCLOSED AREA MOUNTED ON AT LEAST TWO DIFFERENT WALLS

COLORS: STAINLESS (STANDARD)

EXTERIOR POWDER COATED WHITE, WHEAT, GRAY, AND BLACK (AVAILABLE)

MEETS THE REQUIREMENTS FOR ENGINEERED OPENINGS AS SET FORTH BY:

FMV, NFPA, ICC, & AISC
SUPPORTIVE DOCUMENTS, TB 1-08, 44CFR 60.3(C)(5), ASCE 24-14
ICC EVALUATION # ESR-2074

SHEET 2 OF 2

DETAIL DIAGRAM
MODEL 1540-520
FLOOD VENT INSULATED

FIGURE 1
FRONT VIEW

FIGURE 2
SIDE VIEW

FIGURE 3
SIDE VIEW

SMART VENT.
877-441-8368
www.smartvent.com

SMART VENT FOUNDATION FLOOD VENTS
430 ANDROSS DR. UNIT 1
PITMAN NJ 08071

FLOOD VENT INSULATED
MODEL 1540-520

SIZE A	DWG NO. 1540-520	REV 2
DATE 8-21-18	SHEET 1 OF 2	

ESR-2074 | Most Widely Accepted and Trusted

Page

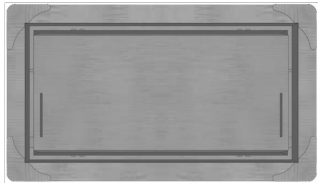


FIGURE 2—SMART VENT MODEL 1540-520



FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

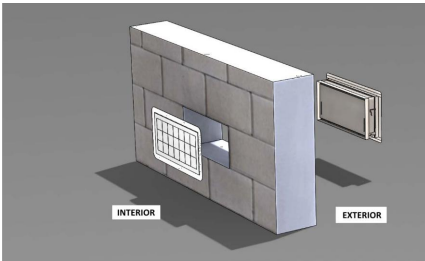


FIGURE 4—FLOOD VENT SEALING KIT

ES

ICC
EVALUATION
SERVICE
A Member of

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ICC Evaluation Service
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ICC-ES Evaluation Report

ESR-2074 CBC and CRC Supplement

Reissued February 2019
This report is subject to renewal February 2021.

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents recognized in ICC-ES master evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code edition:

■ 2016 California Building Code (CBC)

■ 2016 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the master evaluation report ESR-2074, comply with 2016 CBC Chapter 12, provided the design and installation are in accordance with the 2015 International Building Code® (IBC) provisions noted in the master report and the additional requirements of CBC Chapters 12, 16 and 16A, as applicable.

The products recognized in this supplement have not been evaluated under CBC Chapter 7A for use in the exterior design and construction of new buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the master evaluation report ESR-2074, comply with the 2016 CRC, provided the design and installation are in accordance with the 2015 International Residential Code® (IRC) provisions noted in the master report.

The products recognized in this supplement have not been evaluated under 2016 CRC Chapter R337, for use in the exterior design and construction of new buildings located in any Fire Hazard Severity Zone within State Responsibility Areas or any Wildland-Urban Interface Fire Area.

The products recognized in this supplement have not been evaluated for compliance with the International Wildland-Urban Interface Code®.

This supplement expires concurrently with the master report, reissued February 2019.

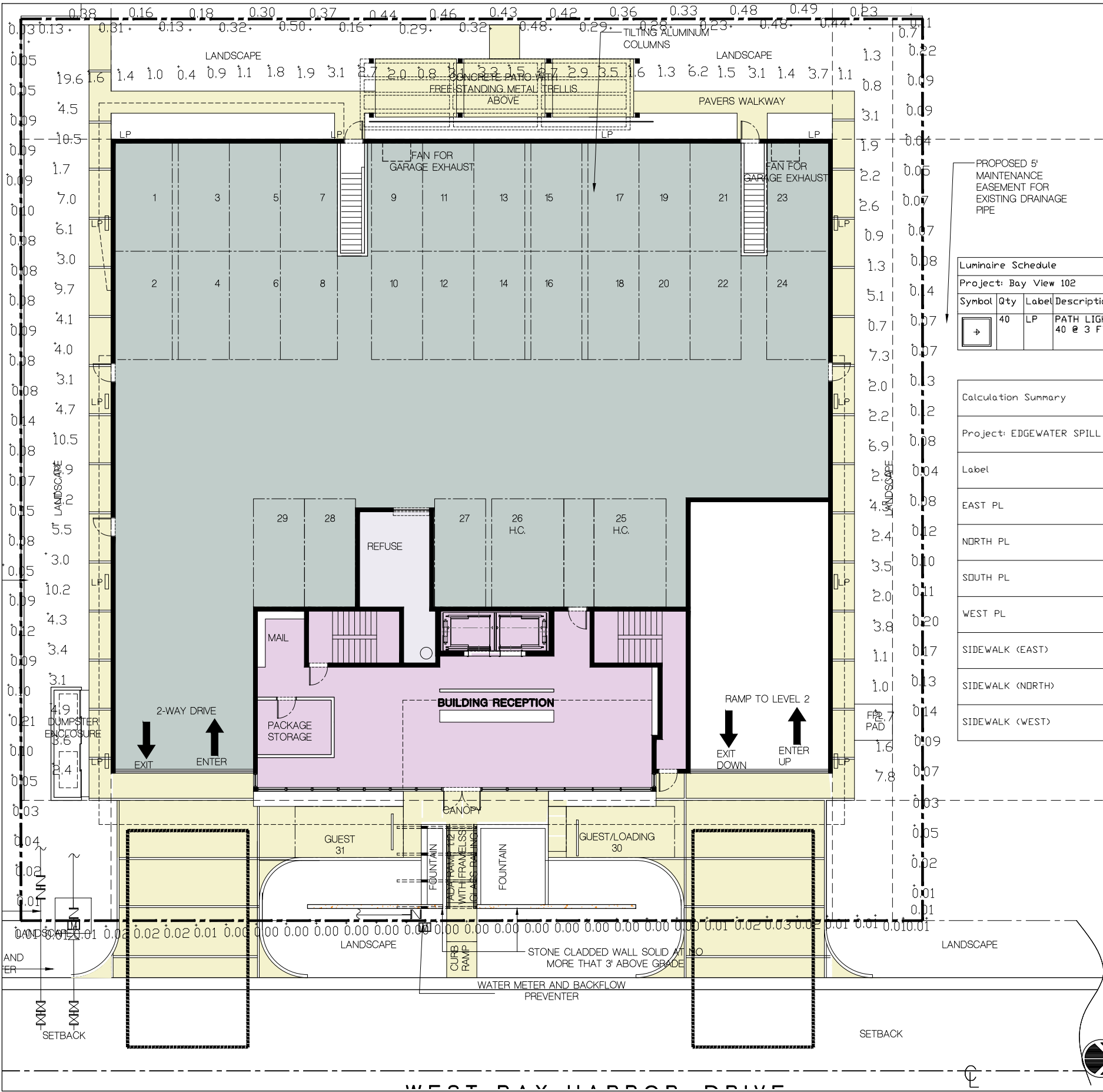
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Page 4 of 4



2 of 5 place s, but away ance Vents vised ASTM ealing by a rvent ution the	 FRANKEL BENAYOUN ARCHITECTS INC. ARCHITECTS PLANNERS INTERIOR DESIGN LICENSE NO. AA-C001494 MARKUS A. FRANKEL LICENSE NO. AR0057143 IFHAT BENAYOUN FISHMAN. LICENSE NO. AR0017273 1166 KANE CONCOURSE, SUITE 200 BAY HARBOR ISLANDS, FLORIDA 33154 PH: (305) 868-3665 FAX: (305) 868-3650 E MAIL: INFO@FRANKELBENAYOUN.COM  OWNER / DEVELOPER HORIZON BHI, LLC 53 BROADWAY BROOKLYN, NY 11249 T. 516.447.8887 T. 718.388.8210 CIVIL ENG. HB HOLLAND ENGINEERING INC. <i>civil engineers</i> 3900 HOLLYWOOD BOULEVARD HOLLYWOOD, FL - 33021 (954)367-0371 (954)367-0372 Fax SUSAN C. HOLLAND, PE Reg. no. 41831 LANDSCAPE ARCH.  GEOMANTIC DESIGNS, INC. LANDSCAPE ARCHITECTURE ROBERT PARSLEY A.S.L.A. 4800 S.W. 81 STREET MIAMI FL 33141 PHONE: 305-665-9888 FAX: 305-668-8628 STRUCTURAL ENG. MEP ENG.																
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SIGNATURE	DATE																
NO. REVISION	DATE																
 AS-BUILT	11/20/20 GPM																



PROPOSED 5' MAINTENANCE EASEMENT FOR EXISTING DRAINAGE PIPE

Luminaire Schedule									
Project: Bay View 102									
Symbol	Qty	Label	Description	Lumens	LLD	LDD	LLF	Lum. Watts	Total Watts
	40	LP	PATH LIGHT TWIN 20WMR16 FL 40 @ 3 FT AFG		1.000	1.000	1.000	0	0

Calculation Summary					
Project: EDGEWATER SPILL					
Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL	0.09	0.22	0.01	9.00	22.00
NORTH PL	0.31	0.50	0.03	10.33	16.67
SOUTH PL	0.01	0.03	0.00	N.A.	N.A.
WEST PL	0.08	0.21	0.01	8.00	21.00
SIDEWALK (EAST)	2.86	7.8	0.7	4.09	11.14
SIDEWALK (NORTH)	2.19	7.5	0.4	5.48	18.75
SIDEWALK (WEST)	5.71	19.6	1.7	3.36	11.53

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NEW CONDOMINIUM BUILDING
BAY HARBOR ISLANDS, FLORIDA 33154

SIGNATURE		DATE	
NO.	REVISION	DATE	BY

DRAWING TITLE
**SITE PLAN
PHOTOMETRIC**
SCALE: 1/8" = 1'-0" DATE: AUGUST 17, 2022
SHEET NUMBER
E-101
DRC 2ND SUBMITTAL



SITE PHOTOMETRIC/EXTERIOR LIGHTER
SCALE: 1/8" = 1'-0"

HARBOR WATERWAY

150' TOTAL RIGHT-OF-WAY

N02°38'50"W 150.00' (C&M)

N02°38'50"W 75.00' (P&M)

N02°38'50"W 75.00' (P&M)



SCALE: 1"=30'

METAL FENCE

S87°21'10"W 150.00' (P&M)

LOT 18
BLOCK 3

LOT 19
BLOCK 3

LOT 20
BLOCK 3

LOT 21
BLOCK 3

N87°21'10"E 150.00' (P&M)

TWO STORY
APARTMENTS BUILDING
9880

F.F.ELEV.=8.42'

THREE STORY
RESIDENCE
9900

F.F.ELEV.=6.85'

99th STREET

W. BAY HARBOR DRIVE

S02°38'50"E 150.00' (C&M)

S02°38'50"E 75.00' (P&M)

S02°38'50"E 75.00' (P&M)

S87°21'10"W 150.00' (P&M)

BOUNDARY SURVEY

LEGEND & ABBREVIATIONS:

CONCRETE
CONC. BLOCK WALL
WOOD DECK
COVERED AREA
ASPHALT
CHAIN LINK FENCE (CLF)
WOOD FENCE (WF)
IRON FENCE (IF)
A = ARC DISTANCE
L = LENGTH
Δ = CENTRAL ANGLE / DELTA
R = RADIUS
T = TANGENT
P.T. = POINT OF TANGENCY
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMPOUND CURVE
C.B. = CATCH BASIN
CATV = CABLE UTILITY BOX

B.C. = BLOCK CORNER
P. = PROPERTY LINE
C. = CENTER LINE
M. = MONUMENT LINE
CALC. = CALCULATED
M. = FIELD MEASURED
P. = PER PLAT
TYP. = TYPICAL
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
FD. NAIL = FOUND NAIL
FD. D/H = FOUND DRILL HOLE
FD. 1/2" I.P. = FOUND IRON PIPE 1/2" DIAMETER
C.M. = CONCRETE MONUMENT
W.M. = WATER METER
R/W = RIGHT OF WAY

U.E. = UTILITY EASEMENT
A.E. = ANCHOR EASEMENT
D.E. = DRAINAGE EASEMENT
ENCR. = ENCROACHMENT
F.F. ELEV. = FINISHED FLOOR ELEVATION
N.T.S. = NOT TO SCALE
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORD BOOK
M.H. = MAN HOLE
C.B.S. = CONCRETE BLOCK STRUCTURE
BLDG = BUILDING
O.H.L. = OVERHEAD UTILITY LINES
TEL. = TELEPHONE FACILITIES

P.R.C. = POINT OF REVERSE CURVE
CH = CHORD
CH. BRG. = CHORD BEARING
B.M. = BENCH MARK
B.R. = BEARING REFERENCE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
T.B.M. = TEMPORARY BENCH MARK
P.O.B. = POINT OF BEGINNING
T.B.M. = TEMPORARY BENCH MARK
FD. I.R. = FOUND IRON REBAR
FD. P.K.NAIL = FOUND PARKER-KALON NAIL
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
A/C = AIR CONDITIONER PAD
TX = TRANSFORMER
P.P. = POWER POLE
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
+ 0.0' = EXISTING ELEVATION

ELEV. = ELEVATION
SEC. = SECTION
TWS. = TOWNSHIP
RG. = RANGE
SWK = SIDEWALK

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED THEREON MEETS THE MINIMUM TECHNICAL REQUIREMENTS ADOPTED BY THE STATE OF FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THERE ARE NO ENCROACHMENTS, OVERLAPS, EASEMENTS APPEARING ON THE PLAT OR VISIBLE EASEMENTS OTHER THAN AS SHOWN HEREON.

ADIS NUNEZ
2022.05.27 12:10:12 -04'00'

ADIS N. NUNEZ
REGISTERED LAND SURVEYOR
STATE OF FLORIDA #5924

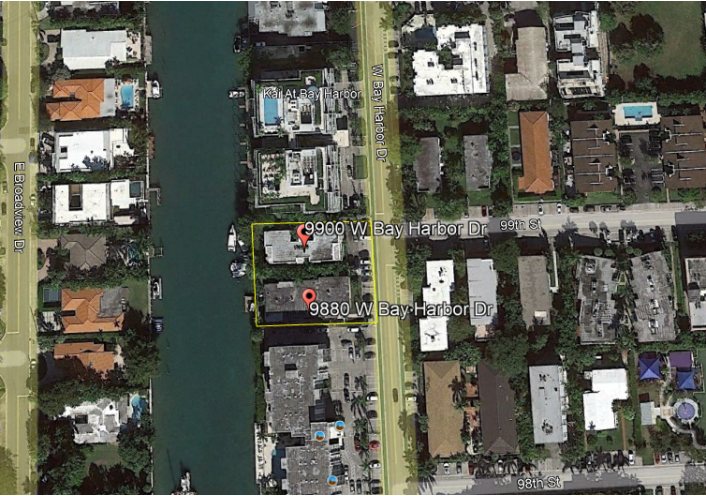
EXISTING TREES

No	NAME	DBH	OH	SP
1	PALM	0.4'	25'	5'
2	FRUIT TREE	1.5'	26'	25'
3	PALM	1.4'	3'	11'
4	PALM	1.3'	15'	8'
5	PALM CLUSTER (21)	0.4'	20'	7'
6	SEAGRAPE	0.8'	28'	12'
7	ROYAL PALM	1.2'	40'	20'
8	FRUIT TREE	3.0'	20'	25'
9	ROYAL PALM	1.0'	40'	15'
10	PALM CLUSTER (3)	0.6'	15'	7'
11	ARECA PALM	0.6'	15'	7'
12	FRUIT TREE	1.5'	25'	25'
13	FRUIT TREE	2.2'	33'	30'
14	BANYAN	3.0'	35'	15'
15	CHINESE PALM	2.0'	25'	20'
16	PALM	1.0'	40'	15'
17	PALM	1.5'	10'	20'
18	PALM	0.6'	16'	7'

DBH=Diameter breast height
(4.5 feet from ground)

OH=Overall Height
SP=Spread

LOCATION MAP
NOT TO SCALE



PROPERTY ADDRESS: 9880-9900 W BAY HARBOR DR., BAY HARBOR ISLANDS, FL. 33154

FOLIO # 13-2227-001-0670 & 13-2227-091-0001

LEGAL DESCRIPTION: LOTS 19 AND 20, BLOCK 3, OF "BAY HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) OWNERSHIP SUBJECT TO OPINION OF TITLE.
- 2) NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 4) LEGAL DESCRIPTION PROVIDED BY CLIENT.
- 5) UNDERGROUND ENCROACHMENTS NOT LOCATED.
- 6) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 7) OWNERSHIP OF FENCES ARE UNKNOWN.
- 8) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 9) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK FOR BUILDING AND ZONING INFORMATION.
- 10) EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.
- 11) ELEVATIONS BASED OFF OF BM# R-243 LOC# 2225 W ELEV. 6.61' NGVD

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES
BEARINGS WHEN SHOWN ARE REFERRED TO AN ASSUMED VALUE OF SAID PB: 46 PG: 5

SINCE 1987

BLANCO SURVEYORS INC.

Engineers • Land Surveyors • Planners • LB # 0007059

555 NORTH SHORE DRIVE
MIAMI BEACH, FL 33141

(305) 865-1200

Email: blancosurveyorsinc@yahoo.com

Fax: (305) 865-7810

FLOOD ZONE: AE

PANEL: 0144

DATE:

05/27/22

SCALE:

1" = 30'

SUFFIX: L

FEMA DATE: 09/11/09

BASE: 8'

COMMUNITY # 120637

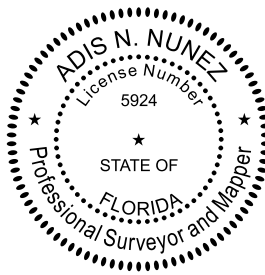
DWN. BY:

R. BELLO

JOB No.

22-291

SURVEYOR'S SEAL



AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 17.

ITEM: 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 NIDO Multifamily Development project to be located at 9880-9900 West Bay Harbor Drive. Enclosed are copies of the TDR application and applicant's Letter of Intent. This item is linked to Item #15.

DESCRIPTION:

The applicant is requesting approval of a Transfer of Development Rights (TDR) transaction for two (2) dwelling units from the Town-owned "pool" of TDR units.

Donor Site: Two (2) Town-owned Public Dwellings Units

Receiving Site: 9880-9900 West Bay Harbor Drive

Number of Units to be transferred: 2

Price per Unit: \$125,000

All required information was submitted as required by Section 23-22 of the Town Code. Staff recommends the Town Attorney prepares a Resolution setting forth the Town Council's approval and recommendations, if the TDR application is approved.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

The transfer of two (2) Developmental Rights (TDR) units from the Town-owned "pool" of TDR units to the future NIDO Multi-Family Development project will produce \$2500,000.00 (2@\$125,000) of TDR revenues for the Town coffers. These revenues were not budgeted for FY 2023-2023, and the Budget Amendment might be necessary at the end of the Fiscal Year 2022-2023.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
TDR Sale Proceeds	03/08/2023	\$250,000	001.9990.369002.222	TDR Sale Proceeds	\$0.00

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Letter of Intent - Town TDR Bank
2.	TDR Application

January 26, 2023

VIA EMAIL & HAND DELIVERY

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

**RE: Purchase of Two (2) TDRs from TDR Reserve Bank for Approved Site Plan
for 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, Florida, 33154**

Dear Ms. Lasday,

Wernick & Co PLLC (the "Firm") represents HORIZON BHI, LLC (the "Applicant"), owner of the properties located at 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, FL (collectively, the "Property" and "Receiving Site"). The Firm submits this Letter of Intent, in addition to required application materials, for the purchase of two (2) Transfer of Development Rights ("TDRs"), from the Town of Bay Harbor Islands (the "Town") TDR reserve bank, for \$125,000 per TDR,² as set forth in Town Code Section 23-22.2.

The Project. On October 18, 2022, the Town's Design Review Board ("DRB") approved a site plan application, Nido, for a seven (7) story residential building with five (5) floors of residential floors above two (2) stories of parking, common areas and a lobby inclusive of a mix of roof top amenities (the "Project"). The Project includes twenty-three (23) dwelling units, which requires the developer to acquire five (5) TDR units via the private market and/or the Town's TDR reserve bank. A copy of the DRB approved Project plans is included in the TDR application submittal.

Receiving Site. The Property is comprised of 22,500 square feet (approximately 0.52 acres), as identified on the survey prepared by Blanco Surveyors Inc. (the ("Survey") and is zoned *RM1 – Multifamily Residential District*. The Receiving Site has a Future Land Use Map designation of *Medium-High Density Residential*, and a maximum allowable base density of 34 DU/AC. Additional dwelling units may be acquired to increase the base density to seventy (70) dwelling units per acre, subject to approval by the Town Council.³ The Property qualifies as a Receiving Site under Town Code Section 23-11(B1)(11). Based on the Property's size, the Project has a base density of 18 dwelling

¹ The Property is comprised of the following folios: 13-2227-001-0670 (9880 West Bay Harbor Drive) and 13-2227-091-0001 (9900 West Bay Harbor Drive).

² The established price per dwelling unit as identified in Appraisal Report dated July 30, 2022, prepared by Quinlivan Appraisal, P.A.

³ See Section 23-11(B1)(11), Town of Bay Harbor Islands Code.

units, with a maximum density through TDRs of 36 dwelling units. As noted on the DRB approved Project plans, the Project proposes twenty-three (23) dwelling units, where a maximum of 36 is allowed. Therefore, five (5) TDRs are required to obtain either from the Town or via private transaction. Although the Town's policy would permit Applicant to seek all five (5) TDRs from Town's Bank, the Applicant is in the process of securing the remaining three (3) TDRs via private transaction.

Conclusion. On behalf of the Applicant, the Firm respectfully requests the review and approval from the Town for the purchase of two (2) TDRs from the Town's TDR reserve bank.

Should you have any questions, comments, or require additional information, please do not hesitate to contact us. We look forward to presenting the application before the Town Council at the next available Town Council Meeting.

Sincerely,



Steven J. Wernick

Enclosures

cc: Erin L. Grafton, Wernick & Co, PLLC
Ayanidys Martinez, CEP, Building & Zoning Supervisor
Michael Miller, AICP, Michael Miller Planning Associates, Inc.



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

(For official use only)

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

TOWN OF BAY HARBOR ISLANDS APPLICATION FORM TRANSFER OF DEVELOPMENT RIGHTS

APPLICANT INFORMATION

Name Steven J. Wernick, Esq. AICP on behalf of HORIZON BHI, LLC		
Phone (786) 232-0911	e-mail sjw@wernickco.com	Fax ()
Address 320 Miracle Mile, Suite 203		
City and State Coral Gables, FL		Zip Code 33134
Relationship to Property: Authorized Representative		

RECEIVER SITE INFORMATION

Owner's Name HORIZON BHI, LLC	
Phone ()	e-mail d.marom@horizonus.com
Fax ()	
Address 53 Broadway	
City and State Brooklyn, NY	Zip Code 11249
Property Address/Location 9880-9900 West Bay Harbor Drive, Bay Harbor Islands, FL 33154	
Legal Description: LOT(S) 19 & 20 BLOCK 3	
Folio Number 13-2227-001-0670; 13-2227-091-0001	Current Zoning RM-1
Property size 22,500 SF (0.52 Acres)	Purchase date February 15, 2022
Existing use of the property Multifamily	
Describe Existing Structure on Property	
Dwelling units to be received Two (2) TDRs	
Total Dwelling units including TDR 23	

HAS SITE PLAN FOR RECEIVING PROPERTY BEEN APPROVED?

☒ Yes ☐ No

If Yes, then provide date of approval October 18, 2022

If Not, then attach preliminary site plan.

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

If Yes, skip the donor site portion

If Not, then fill in the donor site portion.

DONOR SITE INFORMATION, IF APPLICABLE

Owner's Name		
Phone ()	e-mail	Fax ()
Address		
		Zip Code
Property Address/Location		
Legal Description: LOT(S) BLOCK		
Folio Number	Current Zoning	Year built
Property size	Purchase date	
Existing use of the property		
Describe Existing Structure on Property		
Dwelling units to be transferred to TDR Bank		
Units permitted		

APPRAISAL INFORMATION - IF APPLICABLE

(Appraiser must be approved by the Town)

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

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

SURVEY COMPANY INFORMATION - (provide survey's for both receiver and donor sites)

Survey must be current (no more than 6 months old)

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

Name of Surveyor		
Address		
Phone ()	e-mail	Fax ()

PROPERTY CODE INSPECTION RESULTS - (Donor Site)

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

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

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

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

I hereby certify that:

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

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

RECEIVER SITE

David Maram
Signature of Owner (Applicant)

1/02/2023
Date

Signature of Owner (Co-Applciant)

Date

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~MIAMI-DADE~~ King

The foregoing instrument was acknowledged before me this 2nd day of January, 20 23,
by David Maram on behalf of
Horizon BTH, LLC, a Florida (corporation) (partnership) (Other:
_____.) He/She is personally known to me or has produced
_____. (type of identification produced) as identification and did take
an oath.

My Commission Expires: 10/17/2026

Henny Schwartz
Notary Public, State of ~~Florida~~ New York

Print Name: Henny Schwartz



DONOR SITE

Signature of Owner (Applicant)

Date

Signature of Owner (Co-Applciant)

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public, State of Florida

Print Name: _____

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 18.

ITEM: Discussion regarding an amendment to Sections 23-1, 23-4, and 23-5 of the Town Code to regulate the location of Real Estate Sales Centers in the town. Enclosed is the Town Planner's Staff Report and a draft ordinance.

DESCRIPTION:

The proposed ordinance seeks to amend the Town Code to define Real Estate Sales Centers and/or Model Centers as follows, and to regulate the location of such centers in the town. The new language is shown by underlining, and deletion shown by ~~strikethrough~~:

Real Estate Sales and/or Model Centers. A temporary use for the leasing or sale of new real estate developments and/or for the display of proposed dwelling unit floor plans and models, or office or commercial occupancy spaces in any new developments, and for the display of interior room finishes for kitchens, bathrooms, cabinetry, flooring, general living areas, and the like. This shall not be construed to include commercial real estate brokers or offices for the general sale or leasing of real estate.

Temporary sales and business construction offices, construction trailers, and model dwelling units, sanitary, storage and staging facilities, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion. Freestanding sales offices, model centers and parking facilities shall not be permitted.

Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses. The above list shall not include real estate development sales and model centers located at street level.

Real estate development sales offices and model centers shall not be permitted at any street level location. This shall not prohibit such uses from occupying space in the upper floors of multistory commercial buildings. As related to any existing real estate development sales or model centers approved by the Town prior to the effective date of this provision (insert date), upon the completion of the specific real estate development project and termination date of each such temporary use approved by the Town for a street level location, the premises shall be vacated and no longer be used for any real estate development sales and model centers.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	BHI TC Staff Report RE Sales Centers Ord Feb 27 2023
2.	Ordinance - Sales Model Centers

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

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

CC: Maria Lasday – Town Manager
Joseph S. Geller, Esq. – Town Attorney
Yvonne P. Hamilton, CMC – Town Clerk

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: February 27th, 2023

Subject: Land Development Regulation (LDR) Code Amendments
Real Estate Development Sales and Model Centers
Suggested Code Modifications
MMPA Acct. No. 01-0702-0800

ISSUE / ANALYSIS

The Town has had some form of Land Development Regulations (LDRS) for many decades (1957). The LDRs have been studied extensively and updated over the years to cover a broad range of topics. For each Zoning District there is a list of permitted uses, those uses that may require a separate special use approval, and a list of prohibited uses. There are also specified land development regulations (setbacks / parking / etc.). The Town's officials have spent a lot of time over the years considering what uses are desired or not desired in the Town. The Town's B-1 Business District applies to the four (4) Blocks in the so-called "downtown" area extending east / west from West Bay Harbor Drive to East Bay Harbor Drive and north / south from 95th Street to 97th Street. Kane Concourse (96th Street / SR 922) is the Town's main roadway. This area is developed with a range of business / commercial complexes ranging from 1-story to 7-stories in height. Many types of businesses occupy the complexes. In earlier times the Town allowed most land uses to occupy almost any portion of a complex – from street level to the upper floors. For many years the street level was "quiet" and not much activity occurred, especially in the evening hours. In an effort to "activate" the street level, the Town incentivized the Codes to encourage more retail / café & restaurant / personal service type uses and restrict office type uses that could be located in the upper floors of multistory buildings, as storefront visibility is not that important. Parking restrictions were relaxed, and signage was expanded. Sidewalk seating was allowed for cafes & restaurants. In my opinion, the Town has been very successful in achieving its goals to revitalize the downtown / Kane Concourse area.

REAL ESATE DEVELOPMENT SALES & MODEL CENTERS

The RM-1 / RM-2 / RM-3 Multifamily Zoning Districts specifically list sales centers / models as permitted uses subject to Town Council approval. In the B-1 Business District Sec. 23-5 includes a list of permitted uses that allows a wide range of permitted uses, including business / professional offices. General real estate offices are considered a professional or business office. Real estate development sales centers / model centers for specific land development projects are not listed at all. The Code includes a provision that for land uses not specifically listed, the Town Council has the ability to consider other land uses on a case-by-case basis deemed compatible and similar in nature that would not disrupt the area.

As mentioned above, the Code was amended in 2006 to encourage ground floor uses to be more active with retail sales / restaurants. For buildings that existed prior to the adoption of the 2006 Code update at least 75% of the ground floor space must be other than offices. There is also a provision for smaller complexes (50%). Pre-existing office uses could remain – if a space is vacated for more than 180 days any new land use must comply (no offices).

Over the years the Town has been requested to approve a few “not-listed” uses, including temporary real estate development sales office and model centers. For years the Town's staff that handled business licensing allowed a few of these temporary uses to occupy space at street level along Kane Concourse. A few years ago (May 2021) a building owner / manager requested the Town allow him to temporarily lease a ground floor space at the 1111 KC center for a multifamily sales / model center (La Baia – formerly Island House & Royal House). MMPA / Town Attorney were requested to advise if these uses were allowed – it was determined the use was not specifically listed; therefore, Town Council approval was required. Normally it takes about 2-3 years to obtain permits / construct a large multifamily building. The Town Council approved that request for a 2-year term with a possibility to extend. There have been some delays with moving forward with the LaBaia projects due to the new owner's redesign and parking issues. As of 2023 construction on those complexes has not yet begun, yet the sales center has been open during some of that time. The Town Council made it very clear during that 2021 hearing that all future requests for real estate sales / model centers must be OK'd by the Town Council prior to them occupying any space in the B-1 areas, particularly at street level locations – as those uses conflict with the Town's goal to activate the street. In today's world with internet sales / mobile devices / social media opportunities the need for leasing valuable street level space has waned – upper floors could easily be used just like any other office use.

At the February 2023 Town Council meeting there were two requests for new temporary real estate sales / model centers (1160 & 1170 KC). The TC reluctantly approved both with 2-year time limits but reiterated the Town does not want such uses at street level. Staff was instructed to prepare a draft Ordinance that would modify the B-1 Business Code to prohibit future street level real estate development sales & model centers. In addition, a request was made to possibly prohibit such uses in the multifamily residentially zoned areas as well. To my knowledge there is one (1) sales / model center currently operating in the RM areas (ONDA).

**Town of Bay Harbor Islands
Town Council Staff Report
Possible Land Development Regulation (LDR) Code Amendments
Real Estate Development Sales and Model Centers
Suggested Code Modifications
February 27th, 2023
Page 3**

As requested, MMPA has worked with the Town Attorney / other staff to draft some possible Code amendments for consideration. A new definition is recommended for these uses. The draft text provides some options for the Town Council to consider for 1st reading.

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 REAL ESTATE DEVELOPMENT SALES AND MODEL CENTERS; AMENDING CHAPTER 23 ENTITLED ZONING AND PLANNING; AMENDING ARTICLE 1 ENTITLED ZONING REGULATIONS; AMENDING SECTION 23-1 ENTITLED DEFINITIONS; AMENDING SECTION 23-4 ENTITLED USE REGULATIONS RM-1 AND RM-2 MULTIPLE FAMILY DISTRICTS; AMENDING SECTION 23-5 ENTITLED USE REGULATIONS B-1 BUSINESS DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has studied the Town's current Zoning and Planning Code provisions pertaining to real estate development sales and model centers in the Town, and find that certain modifications are necessary and desirable to regulate these uses in various zoning districts; and

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

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

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

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to (1) modify Section 23-1 to establish a definition for such uses, (2) to modify Section 23-4 to amend the list of uses in the RM-1 and RM-2 Multiple Family Districts, and (3) to modify Section 23-5 to amend the list of uses in the B-1 Business District, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Strike-Through = Delete / Underline = New Text

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

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

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

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

PASSED on First Reading this ____ day of _____, 2023.

PASSED on Second Reading this ____ day of _____, 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"

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

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23-1. - Definitions.

For the purposes of this article, certain terms and words are herein defined. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words "used for" include the meaning "designed for"; the word "structure" includes the word "building"; the word "shall" is mandatory and not discretionary; the word "lot" includes the words "plot" and tract."

Real Estate Sales and/or Model Centers. A temporary use for the leasing or sale of new real estate developments and/or for the display of proposed dwelling unit floor plans and models, or office or commercial occupancy spaces in any new developments, and for the display of interior room finishes for kitchens, bathrooms, cabinetry, flooring, general living areas, and the like. This shall not be construed to include commercial real estate brokers or offices for the general sale or leasing of real estate.

Sec. 23-4. - Use regulations, RM-1 and RM-2 Multiple Family districts.

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

- (1) Two-family dwellings.
- (2) Multiple-family dwellings or apartments, including townhouses, and accessory buildings including duly licensed home occupation.
- (3) Accessory uses and site improvements, including outdoor recreational game court facilities, subject to the provisions specified in [section 23-12](#).
- (4) Reserved.
- (5) Public schools, but only upon specific approval and permit of the town council.

Strike-Through = Delete / Underline = New Text

(6) Single-story drive-in bank tellers' structures and parking facilities for a national or state bank situated in an adjacent block of the national or state bank which block is zoned B-1, but only upon the specific approval and permit by the town council as to the precise location and type and kind of improvements as well as landscaping requirements.

Option #1

(7) Temporary ~~sales and business~~ construction offices, construction trailers, ~~and model dwelling units, sanitary, storage and staging facilities,~~ but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion. Freestanding sales offices, model centers and parking facilities shall not be permitted. Notwithstanding the above prohibition, such temporary uses located within the building being constructed shall be permitted.

Option #2

(7) Temporary ~~sales and business~~ construction offices, construction trailers, ~~and model dwelling units, sanitary, storage and staging facilities,~~ but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion. Freestanding sales offices, model centers and parking facilities shall not be permitted.

(8) Parks, recreation and open space as either a primary use or accessory use.

(9) Public or private off-street parking facilities as either a primary use or accessory use. Commercially owned and/or operated parking facilities are not permitted without the prior approval of the town council.

(10) Vacation rentals subject to the provisions in [Chapter 23](#), Article VI of the Code of Ordinances of the Town of Bay Harbor Islands.

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

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

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

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

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

(2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses. The above list shall not include real estate development sales and model centers located at street level.

(3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, drug and sundries.

(4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.

(5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.

(6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.

(7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, general real estate offices, real estate development sales and model centers, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used for the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.

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

(9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.

(10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.

(11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.

(12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.

(13) Dry cleaning pick-up and delivery, provided no on-site dry cleaning occurs; tailors, clothing alterations.

(14) Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.

(15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:

(a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.

(b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.

(c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.

(d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of [chapter 12](#)).

(e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:

1. The name, address, telephone number and e-mail address of the tenant/sponsor;
2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
3. The estimated number of persons attending;
4. A description of the purpose of the event/function;
5. The hours of the event/function;
6. A description of any planned beverage/food or entertainment; and
7. An off-street parking plan to accommodate the attendees (if required).

(f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.

(g) No bright lights, globes, strobes or flashing lights shall be permitted.

(h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.

(i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

Prohibited uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any

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use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value. Real estate development sales offices and model centers shall not be permitted at any street level location. This shall not prohibit such uses from occupying space in the upper floors of multistory commercial buildings. As related to any existing real estate development sales or model centers approved by the Town prior to the effective date of this provision (insert date), upon the completion of the specific real estate development project and termination date of each such temporary use approved by the Town for a street level location, the premises shall be vacated and no longer be used for any real estate development sales and model centers.

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

In the RM-3 Multiple Family Residential district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

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

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 19.

ITEM: Discussion and **Possible** action regarding the lease with Sunshine Gasoline Distributors, Inc. for operation of the gasoline service station. Enclosed is a copy of the lease agreement.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	Sunshine Gasoline - restated Lease
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AMENDED AND RESTATED LEASE

This Lease (the "Lease") effective August 1, 2008 between the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor"), and Sunshine Gasoline Distributors Inc., a Florida Corporation; and Maximo Alvarez (collectively "Lessee"), supersedes and replaces the Amended and Restated Lease effective March 1, 1994.

RECITALS

- A. Lessor and S. Wright Services Incorporated ("Wright") entered into a lease dated May 8, 1989 of the Property (described below) which lease was assigned by Wright to Howard Winick ("Winick") by Assignment, Assumption and Release of Lease Agreement dated June 7, 1991 and subsequently assigned to Winick to Lessee by Assignment and Assumption of Leases dated June 1, 1992 and subsequently modified by Amendment to lease dated March 1, 1993.
- B. Lessee has been operating a gasoline service station on the Property since May, 1995.
- C. Lessor and Lessee amended the lease documents and restated its terms as set forth in the instrument, entitled Amended and Restated Lease, effective as of March 1, 1994.
- D. Lessor and Lessee now desire to execute a new Lease.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

1. LEASE OF THE PROPERTY. Lessor hereby leases to Lessee the following described property in Miami, Dade County, Florida (hereinafter collectively referred to as the "Property"):

PARCEL A

and

PARCEL B

As set forth on Exhibit "A" attached hereto and incorporated herein.

2. USE. Lessee shall use the Property described as Parcel A for a high class gasoline service station including the sale of other items defined in Section 9.G., below, and for no other purpose. The particularities of the use are more specifically set forth below in this Lease. Nothing shall be built on Parcel B, which parcel shall be used only for beautification purposes and parking. During the term of this Lease, Lessee shall maintain the landscaping on the Property in good condition and in accordance with the specifications drawn on the plans designated BC-41. The area comprising Parcel B may be used by Lessor in common with Lessee for septic tank purposes and subterranean drainage purposes with priority to Lessor for such use as Lessor may need.



3. TERM OF LEASE AND EXTENSION.

- A. This Lease is for a ten (10) year period (the "Lease Term") commencing 12:01 A.M., August 1, 2008 (the "Commencement Date") and ending at midnight on the last day of July, 2018 (the "Termination Date").
- B. Provided this Lease is in full force and effect and provided Lessee is not then in default of any provisions of this Lease, Lessee shall have the option to renew this Lease for one (1) five (5) year term under the same terms, conditions, agreements and provisions as provided herein. Lessee shall exercise such option by delivering written notice to Lessor by certified mail, return receipt requested at least one hundred eighty (180) days prior to the Termination Date.

4. RENT.

- A. The minimum guaranteed annual rental is \$72,840.00 (the "Base Annual Rent") for each of the first two (2) years of the Lease (each year of the Lease being from 12:01 A.M. on August 1, 2008 to midnight on the last day of July of the following year). These sums shall be payable as follows: On the 1st day of each month beginning August 1, 2008, Lessee shall pay to Lessor the sum of \$6,070.00. All government taxes and charges including state and county sales taxes shall be added to the rental sums set forth herein.
- B. The Base Annual Rent shall be increased by six percent (6%) during the term of this Lease (and during the option period if renewed), every two (2) years on the anniversary date of the Commencement Date (the "Adjustment date") commencing on the second (2nd) anniversary of the Commencement Date and continuing on the two (2) year anniversary thereafter.
- C. It is understood and agreed that Lessee's obligation to pay the adjustments in Base Annual Rent or Additional Rent as provided for in this Lease shall, for the purposes of the default provision herein, entitle Lessor to all remedies provided herein and at law or equity on account of Lessee's failure to pay rent.
- D. Any delay or failure of Lessor in computing or billing for adjustments in Base Annual Rent or taxes due under Section 5 shall not constitute a waiver or in any way impair the continuing obligation of the Lessee to pay such adjustments in Base Annual Rent or taxes due under Section 5.

5. SALES, USE AND RENT TAXES, PERSONAL PROPERTY TAXES. Lessee shall pay all sales, use and other taxes imposed by any governmental authorities upon the manufacture, sale, use, transmission, distribution or other process necessary or incidental to the furnishing of sewer, water, electricity and domestic water or other service to the Property. Lessee shall pay before delinquency all personal property taxes and assessments on the furniture, fixtures, equipment and other property of Lessee located in the Property and improvements in the Property belonging to Lessee. Lessee shall also pay all sales taxes assessed by any governmental authority against the Base Annual Rent and additional taxes due hereunder, if applicable, even though the taxing statute or ordinance may purport to impose such sales tax against Lessor. The payment of all sales tax shall be made by Lessee on a monthly basis, concurrently with monthly payment of the Base Annual Rent. Failure to pay these taxes shall constitute a default under the terms of Section 23, below.



6. LESSEE'S PROPORTIONATE SHARE OF TAXES AND ASSESSMENTS. Lessee shall pay to Lessor in each year of the Lease, as Additional Rent, Lessee's proportionate share of all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) with respect to all land, buildings and improvements on the Property. If the tax bills cover not only the Property but other property, Lessor shall make a reasonable allocation between the Property and such other property. The tax payment shall be paid by Lessee in equal monthly installments on the first of each month in such amounts as are estimated and billed for each year of the Lease by Lessor. If the total amount paid for any tax payments made by Lessee shall exceed the amount of payments actually made by Lessor for taxes and assessments, such excess shall be credited by Lessor on subsequent payments to be made by Lessee for such times. If, however, such monthly tax payments shall not be sufficient to pay such items when the same shall become due and payable, then Lessee shall pay to Lessor any amount necessary to make up the deficiency upon written demand from Lessor stating the amount of the deficiency. If the taxes are increased, Lessor may require the monthly tax payment to be increased so that upon receipt of the tax bill, Lessor will have a sufficient sum in escrow to meet Lessee's tax payment obligations under this Lease. Lessor may also require Lessee, upon the execution of this Lease, to fund a sufficient sum of money into the tax escrow to cover Lessee's total tax liability upon Lessor's receipt of the tax bill. Upon the proper termination of this Lease and payment in full of the tax bill for such year, Lessor shall refund to Lessee any credit balance accumulated under the provisions of this paragraph. Lessee shall remain liable to Lessor for any tax increases not included in the escrow amounts for the last year of the Lease Term. No interest or dividends shall be allowed or paid to Lessee on account of such deposits made hereunder and said deposits need not be kept separate and apart from the other funds of Lessor. Failure to pay these taxes and assessments shall constitute a default under the terms of Section 23, below.

7. METHOD OF RENTAL PAYMENT. Rentals are due and payable to Lessor in legal tender of the United States of America at Lessor Town Hall, attention Town Manager, or at such place as Lessor may from time to time designate in writing.

8. IMPROVEMENTS BY LESSEE. Lessee represents and warrants to Lessor that the Lessee has completed the following work:

- A. The removal and replacement, in compliance with all applicable laws, rules and regulations, of all fuel dispensing and storage facilities and equipment, including secondary containment, and Stage II vapor recovery as more particularly described on Exhibit B.
- B. The proper disposal of all replaced equipment and facilities along with any soils or other materials removed in connection with the replacement activities;
- C. The renovation of the station structure and landscaping in accordance with the plans previously agreed to by Lessor, attached here as Exhibit C.

9. USE AND OPERATION OF THE SERVICE STATION.

- A. The service station must remain open every day of the year, including Sundays and Holidays, with an adequate staff. On all days except Sundays and Holidays, the station must be open for business at least from 7:00 A.M. to 9:00 P.M. On Sundays and Holidays the station must be open for business at least from 9:00 A.M. to 5:00 P.M.



- B. The service station must provide a complete line of normal services including, but not limited to, towing, tuneup, wheel alignment, brake service, muffler and exhaust service, air-conditioning service, washing, waxing, polishing and major repairs.
- C. No major repairs to motor vehicles will be done on the Property between 8:00 P.M. and 8:00 A.M. No body work or painting will be done on the Property at any time. Body work includes, but is not limited to, replacement of doors and fenders, rust-proofing, dent removal and repair, and the like.
- D. There must be a minimum of one pump for each grade of gasoline for self-service. In addition, there must be full service pumps to completely serve customers with each grade of gasoline sold.
- E. The service station will provide at least two distinct grades of a nationally recognized brand of gasoline capable of providing for the full requirements of all automobiles: (1) premium unleaded gasoline; and (b) regular unleaded gasoline. The octane rating of such gasoline will be at least equivalent to the standards set by government agencies charged with the responsibility of establishing and maintaining such standard.
- F. The service station will not rent any vehicles of any type, whether motor driven or not, including any U-haul vehicles or trailers.
- G. Lessee shall be permitted to sell to the public no more than ten (10) categories of grocery items, including food and food byproducts which are used for human consumption. No alcoholic beverages shall be sold. It is the intent of the parties that the primary business operation of the Property be a service station and not a convenience store.

10. SECURITY DEPOSIT. Prior to the execution of this Lease, Lessee has deposited with Lessor the sum of \$7,500.00, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of all of the terms of this Lease. The security deposit shall be returned to Lessee after the time fixed as the expiration of the term hereof, provided Lessee has fully and faithfully carried out all of the terms, covenants and conditions on Lessee's part to be performed. Lessor shall have the right, but not the obligation, to apply any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall upon demand, deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease. Lessee's failure to pay to Lessor a sufficient amount to restore said security to the original sum deposited within five (5) days after receipt of demand therefor, shall constitute a breach of the Lease.

In the event of a sale of the Property or a lease of the land upon which it stands subject to this Lease, Lessor shall have the right to transfer the security to the buyer or lessee and Lessor shall be considered released by Lessee from all liability for the return of such security and Lessee shall look to the new landlord or lessee solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new buyer or landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Lessee or Lessor without the written consent of the other, and any attempt to do so shall be void and a default in this Lease.



11. TERMINATION IF SERVICE IS NOT ADEQUATE. It is a condition of this Lease that the service station be operated and maintained in an efficient and high class manner and as a credit to the standards of the Town of Bay Harbor Islands.

What is "an efficient and high class mariner, and as a credit to the standards of the Town of Bay Harbor Islands" shall be within the sole judgment and discretion of Lessor; provided, however, that its sole judgment and discretion are not arbitrary or capricious. Lessor acknowledges that Lessee's current operation of the gasoline station is consistent with Lessor's high standards. It is the intent of the parties that if Lessor is of the opinion that the operation and maintenance is not as set forth above, no one else's opinion will be substituted for that of Lessor as the standards of Lessor are higher than the normal standards of operation required by the major oil companies, and it is intended that Lessee live up to Lessor's standards. The Lease to Lessee rather than to a major oil company is based on this intent. Failure to so maintain the service and aesthetic appearances of the Property in such manner shall be deemed a default and at the option of Lessor, a ground for termination of this Lease subject to the provisions of Section 23. Should this Lease be cancelled under the provisions of this paragraph, Lessee shall be reimbursed for the cost of improvements made during the first five years of the term hereof but not removed by Lessee at termination of this Lease. The cost shall be reduced by depreciation at the rate of ten percent (10%) per year. Lessor shall have the right from time to time and upon notice to Lessee to inspect the Property to determine compliance with the provisions of this paragraph.

12. APPROVAL OF LESSEE'S SUPPLIER. The supplier of gasoline to Lessee for dispensing on the demised Property must be a major oil company and must be approved in writing by Lessor. CITGO has been submitted by Lessee to Lessor and has been approved. If there is any proposed change thereafter during the term of this Lease, the proposed new major oil company's name shall be submitted to Lessor for approval at least thirty (30) days before any change is contemplated to be made, and is subject to Lessor's reasonable approval.

13. CONSUMER PRICES. Lessee agrees to reasonably meet competitive prices of major oil company service stations in the area in pricing gasoline dispensed from the Property and in performing services on the Property. Meeting competitive prices is defined as prices by Lessee to the consumer within ten percent (10%) of the lowest price in the area market for gasoline and for the particular services involved.

14. DISCOUNT TO LESSOR VEHICLES. Lessee will give a twenty percent (20%) discount on all services to Lessor vehicles, but not on gasoline.

15. ASSIGNMENT OR SUBLEASE. Lessee may not assign, sublet, mortgage or pledge this Lease or any portion of Lessee's interest in the property without the prior written consent of Lessor which consent will not be unreasonably withheld. The consent by Lessor to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of the law and transfer of a controlling interest of stock in Lessee. If this Lease be assigned or the Property or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, and apply the net amount collected to the rent herein reserved, but no such assignment or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Prior to consenting to any assignment or sublease, Lessor shall require a full financial report and service station experience and investigation of the assignee or sublessee including, but not limited to, financial statements, tax returns, credit investigations, prior experience reports and investigations (in operating service stations of this type) together with similar reports and investigations of the principal officers, directors or partners of any assignee or sublessee, as the case may be. Lessor may refuse to consent to an assignment or sublease if Lessor is not satisfied with the credit, financial status or service station experience of the assignee, sublessee or any of its officers, directors or partners. Lessor's refusal to consent to any such assignment or sublease shall not be deemed unreasonable if Lessor is dissatisfied with any of the foregoing. Lessee agrees, further, that Lessor shall not be liable to Lessee or anyone else for any refusal to consent to any such assignment or sublease consistent with the terms of this paragraph. Lessor agrees, however, that within ten (10) days after Lessor notifies Lessee in writing of its refusal of any assignment or sublease, Lessee may notify Lessor in writing of Lessee's intention to enter into the assignment or sublease notwithstanding Lessor's prior disapproval. In this event and as Lessee's sole and exclusive recourse and remedy to Lessor's refusal to consent to the assignment or sublease, Lessor agrees to submit to arbitration to be conducted by the American Arbitration Association and under said Association's rules governing commercial arbitration or before any other mutually agreeable arbitrators. Both Lessee and Lessor agree to be bound by the decision of any arbitrators with respect to whether Lessor acted unreasonably in refusing to consent to the assignment or sublease by Lessee. Lessee agrees, however, that no liability will be imposed on Lessor if the arbitrators vote in favor of any assignment or sublease after Lessor has refused to consent to same. The prevailing party shall be entitled to costs and reasonable legal fees, as determined by a court of competent jurisdiction, resulting from any arbitration, and the same shall be due and payable within thirty (30) days after a final decision.

16. PERSONAL SERVICES. Lessee agrees that the overall supervision of the management and operation of the service station shall be performed by Maximo Alvarez or a qualified manager having at least five (5) years experience as a manager of a service station, who shall be personally present on a full-time basis (i.e., forty (40) hours per week minimum to be in charge of day-to-day operations and management of the service station).

17. CREDITS FOR CERTAIN TAXES LEVIED BY LESSOR. Lessee shall be entitled to a credit, at the end of each year of this lease, for the total amount paid by Lessee for taxes levied or assessed, if any, by Lessor against any building or personal property of Lessee situated on the Property and used in conjunction with the operation of the Property or for any license or privilege tax imposed by Lessor in conjunction with Lessee's operations conducted on the Property.

18. MAINTENANCE AND RETURN OF PROPERTY IN GOOD CONDITION. Lessee, at its own expense, will keep the Property in good state of repair and clean condition at all times during the term hereof, including responsibility for all capital expenditures relating to repair and maintenance of the building and underground fuel tanks and any related facilities. Lessee will comply with any and all applicable laws or regulations of any governmental authority including Lessor, and will use the Property for lawful purposes at all times, and will return to Lessor at the expiration of this Lease, except as provided in Section 20, below, all of the Property together with any and all improvements thereon, whether or not made by Lessee during the term hereof, in good condition and state of repair, ordinary wear and tear excepted. If Lessee fails to adequately maintain the Property, including but not limited to, all landscaping around the service station and all improvements on Parcel A, the same shall constitute a default hereunder. In addition, Lessor shall have the right, but not the obligation, to maintain all or any portion of the Property if Lessee fails to do so to the sole and exclusive satisfaction of Lessor and any costs or expenses suffered by Lessor shall be reimbursed by Lessee to Lessor due and payable within five (5) days of written



demand therefor.

19. NOTICES UNDER THIS LEASE. All notices provided for under this Lease shall be in writing and mailed to Lessor whose address is Town Hall, Town of Bay Harbor Islands, Florida 33154, Attention: Town Manager, and a copy to the Town Attorney, who currently is Craig B. Sherman, Esq., or at such other place or places as their parties may designate in writing from time to time, and to Lessee at 1101 North 16th Court, Hollywood, Florida 33020.

20. DISPENSING EQUIPMENT. Lessee shall own and, at its own expense, furnish, maintain and replace the necessary storage and dispensing equipment for the proper and convenient operation of a service station on the Property. Lessee, at any time during the term hereof, shall have the right to change and replace the same, whether or not the said equipment or any part thereof be embedded in the soil or affixed to the realty in accordance with applicable law. Unless Lessor agrees otherwise in writing, at the expiration for the Lease, Lessee shall promptly and properly remove all storage and dispensing equipment provided that Lessee shall repair any damage to the Property caused by such removal and provided further, Lessee shall provide documentation evidencing that the equipment was properly removed and disposed of in accordance with all applicable Legal Requirements. Lessee shall also undertake any necessary remediation of the Property in connection with the removal of the dispensing equipment at Lessee's sole cost and expense. Lessee shall not change, replace or remove any buildings or permanent structural improvements to the Property, unless Lessor agrees otherwise in writing.

21. FIRE AND CASUALTY INSURANCE. Throughout the term of this Lease, Lessee shall keep the buildings and equipment on the Property insured for their full insurable replacement value against loss or damage by fire or by risks insured under extended coverage at its own expense by insurance companies authorized to do business in Florida and acceptable to Lessor. The said policy or policies of insurance shall name Lessor as an additional insured so that any claim for any loss or damage under any policy shall be in favor of Lessor and Lessee as co-insured, or, at Lessee's option, Lessee may provide the aforementioned insurance coverage under Lessee's usual scheduled policies furnishing Lessor satisfactory evidence of such coverage. Any proceeds or claim for such loss or damage during the term of this Lease shall be used exclusively for the purpose of restoring and repairing the Property or any improvements or equipment thereon. It shall be the obligation of Lessee to keep and maintain the buildings and improvements herein referred to in good condition and state of repair at all times, including capital repairs, during the term of this Lease or any renewal hereof irrespective of the amount of insurance coverage maintained by Lessee and irrespective of how damage may occur to the buildings and improvements. In case of damage to the building and improvements including ordinary wear and tear, Lessee shall promptly commence to make repairs to rebuild and restore the damaged buildings and equipment and such work or renovation or restoration and repair shall be carried through continuously to completion as promptly as may be done to the end that the buildings and all equipment after such damage shall be restored to a state of having not less than the same value, use and function as existed prior to such damage. Lessee shall demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer. Lessor shall be named as Loss Payee.

22. LIABILITY INSURANCE. Lessee will keep and maintain, at its own expense, during the term of this Lease, full and complete comprehensive public liability insurance with limits of not less than \$1,000,000 in respect to injuries to or death of any one person, and not less than the total aggregate sum of \$2,000,000 in respect to injuries to or death of persons in any one accident, and in an amount of not less than \$1,000,000 for damage to property, which policies will name Lessor as an additional insured. The insurance referred to in this paragraph will be in a company or



companies approved by Lessor. Lessee understands that Lessor shall schedule such policies as an underlying insurer under Lessor's umbrella liability policy. Lessee agrees that any additional premium incurred by Lessor as a result of scheduling such policies under Lessor's umbrella liability policy shall be the obligation of Lessee and payable to Lessor upon delivering of a bill therefor to Lessee. Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.

23. DEFAULT. If Lessee defaults in the payment of rent or any taxes provided herein on the day the same becomes due and payable, and such default shall continue for ten (10) days after written notice by Lessor delivered to Lessee by certified mail, or in case Lessee shall fail to perform or observe any of the terms or provisions under this Lease other than with regard to the payment of rent or Additional Rent, and such default shall continue for a period of thirty (30) days after written notice of the same has been given by Lessor to Lessee by certified mail, return receipt requested, specifying the default complained of, during which period of time Lessee shall have the opportunity to cure such default complained of, then in either of such events, Lessor, at its election, may reenter upon said Property and the buildings and improvements thereon on any part thereof and avail itself of any of Lessor's remedies provided for by Florida law including acceleration of any rent due hereunder and/or termination of this Lease. Such remedies of Lessor shall not be deemed to be exclusive remedies of the Lessor. Lessee agrees upon the termination of the Lease, Lessee will surrender and deliver up said Property, real and personal, peaceably to Lessor upon the effective date of the termination. If Lessee shall hold the said Property or any part thereof one day after the same should be surrendered according to the terms of this Lease, Lessor shall be required to pay rent at 200% of current rent and Lessor shall have all the remedies available to it under Florida law and the terms of this Lease for the removal of Lessee and the ability to recover any damages suffered by Lessor arising from the wrongful holding over of Lessee.

24. ADEQUATE EMPLOYEES AND STOCK TO BE KEPT. Lessee agrees that during the term of this Lease, it will keep an adequate and competent group of employees to handle the business of the service station and will keep a full stock of gasoline, supplies and merchandise as are customarily kept in a well-operated gasoline service station business.

25. BANKRUPTCY. If Lessee shall file a voluntary petition in bankruptcy, or shall be adjudged a bankruptcy, or shall make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Property or any part thereof in any court, then in any of such events, Lessee shall be deemed in default under this Lease and Lessor may, at its option, terminate this Lease and reenter the Property, and Lessee shall thereupon become a tenant at sufferance. In the event of any default in any provision of this Lease, Lessor shall have the option to declare the entire rent and any Additional Rent for the balance of the term as due and payable forthwith, based upon the minimum rental guaranteed under the terms of this Lease, and may proceed to collect the same by distress or otherwise. Thereupon, the term shall be terminated and the exercise of such remedy by Lessor shall be deemed to be cumulative, not exclusive of any remedy sought by Lessor for possession of the Property.

26. INDEMNIFICATION. Lessee hereby indemnifies and saves harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease for any personal injury, loss of life and damages to persons or property sustained in, on or about the Property, by reason or as a result of Lessee's occupancy thereof, or violation by Lessee of any legal requirements as defined in Section 33 below, and from and against all costs, counsel fees, expenses and liabilities occurred in and about the defense of any such claim and the investigation thereof. Compliance with the liability insurance requirement of Section

22 shall not relieve Lessee of the obligations of this Section 26. It is the parties' intention that this indemnification apply from the date Lessee first occupied the Property.

27. ATTORNEYS' FEES. In any action concerning, arising out of, or relating to this Lease including actions to collect the rent or Additional Rent hereunder, and actions for declaratory judgment under Chapter 86, Florida Statutes, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in all courts, trial and appellate.

28. PARKING AREAS. Lessee shall have a nonexclusive license to the use of parking areas designated as Parcel B, all as shown on the sketch attached hereto. Said parking areas shall be kept paved and maintained in good condition by Lessee at Lessee's sole cost and expense through the term of this Lease. The license terminates with the termination of this Lease.

29. CONSTRUCTION, IMPROVEMENT, RENOVATIONS. The parties acknowledge and agree that Lessor has already and may at any time in the future, commence construction, improvements or renovation on the Broad Causeway, Toll Plaza and Service Station area or install a new bridge. The parties agree and acknowledge that Lessor shall have no liability of any nature to Lessee for any business interruption, loss of profits or interference of any nature with Lessee's business because of said construction, improvements or renovations. Provided, however, if Lessee is required to close its business completely and is unable to conduct any business at all because of any act of Lessor as described in this paragraph, then the monthly rent shall be reduced on a per diem basis for each day Lessee is closed.

30. TERMINATION.

- A. If by reason of any prohibitory or restrictive federal or state statute, county ordinance, judgment, court ruling or administrative ruling, Lessor or Lessee is prevented from using or occupying the Property, the Lease will be terminated forthwith upon such use being declared illegal, and neither party will have any future liability under this Lease except for liabilities which have been incurred up to the point of termination. The provisions of this paragraph shall apply regardless of whether Lessor or Lessee or both are subject to the statutes, ordinances, judgments, court rulings or administrative rulings, referred to above.
- B. This Lease may also be terminated and if Lessor decides to reconstruct, renovate, replace or repair the bridge, the Toll Plaza or service station area and if as a result of such renovation, etc., the Property can no longer be used for a service station. In that event, Lessor shall give Lessee twelve (12) months' advance written notice of its intention to terminate this Lease. Upon the effective date of the termination of this Lease, Lessee shall immediately deliver occupancy and possession of the leased Property to Lessor. In such event, Lessor shall give Lessee a right of first refusal or the right to match the prevailing bid, if such bidding is required by applicable law, to operate a service stations should the Lessor desire to use its property for such activities during the term of the Lease and option, provided Lessee is not in default at the time.

31. NO WARRANTIES BY LESSOR AS TO CONDITION OF PROPERTY. Lessor makes no warranties express or implied as the condition of the Property or any improvements thereon.



32. HAZARDOUS MATERIALS.

A. Lessee shall:

- (1) neither cause nor permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Legal Requirements;
- (2) neither cause nor permit a release of Hazardous Materials onto the Property or any other property as a result of any intentional or unintentional act or omission on the part of Lessor;
- (3) comply with all applicable Legal Requirements related to Hazardous Materials and within three (3) days provide Lessor notice of any notice inquiry, violation, discharge or suspected discharge in any way related to the Property or the operation of the service station.
- (4) timely conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions on, from or affecting the Property in accordance with such applicable Legal Requirements and to the satisfaction of Lessor;
- (5) upon the expiration of the Lease, deliver the Property to Lessor free of all hazardous material; and
- (6) defend, indemnify and hold harmless Lessor and Lessor's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees, including fees for the services of paralegals and similar persons, consultants' fees, investigation and laboratory fees, court costs and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (b) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (c) any lawsuit brought, threatened or settled by Legal Authorities or other parties, or ordered by Legal Authorities, related to such Hazardous Materials; and/or (d) any violation of Legal Requirements related in any way to such Hazardous Materials, all except as may be related to the existing contamination as more fully discussed in Section 33.

B. As used in this section the following terms shall have the meanings set forth below.

- (1) "Hazardous Materials": Any flammable, explosive, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances,



pollutants, contaminants or related materials as defined currently or in the future under any Legal Requirements including, without limitation, the following statutes and the regulations promulgated under their authority: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*); (b) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*); (c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901, *et seq.*); (d) Chapter 376, Florida Statutes, as amended; and (3) Chapter 24 of the Code of Metropolitan Dade County, as amended.

- (2) "Legal Authority": Any domestic or foreign federal, state, county, municipal or other government, governmental department, commission, board, bureau, court, agency or instrumentality having jurisdiction or authority over Lessor, Lessee and/or all or any part of the Property.
- (3) "Legal Requirement": Any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, registration or other direction or requirement of any Legal Authority, which is now or in the future applicable to the Property, including those not within the present contemplation of the parties.

C. The provisions of this Section 32 shall survive the expiration or termination of this Lease.

33. EXISTING FUEL SPILL REMEDIATION. The Lessee and Lessor acknowledge that there is existing contamination at, on and under the Property as more particularly described in the Remedial Action Plan dated February 11, 1994 and related documents prepared by Clark Engineers-Scientists, Inc. Without waiving any claims either party may have against the other with regard to contamination at the Property, the Lessor and Lessee have cooperatively submitted Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP") Claims to the Florida Department of Environmental Protection ("DEP") for coverage for the existing contamination and the site has been determined eligible for state restoration funding under FPLRIP. The parties agreed that Lessee would be designated as the "person responsible for conducting site rehabilitation" and the parties further cooperated with one another to obtain their respective reimbursement of costs incurred under FPLRIP. The parties agree that the reimbursement process has been completed to their mutual satisfaction and waive any claims against each other with respect to costs which may have been covered under the Reimbursement Program. As to further remediation activities, Lessee shall have the right to designate a "qualified contractor" and shall have the duty to complete cleanup as may be required by DEP or the Dade County Department of Environmental Resource Management ("DERM") in accordance with the DEP's Preapproval Program and shall provide Lessor with copies of all documents submitted to DERM or DEP relating to the remediation. In the event remediation is necessary beyond the scope of the FPLRIP coverage, Lessee shall be solely responsible for the costs of such assessment and remediation activities.

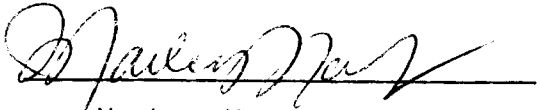
34. ADDITIONAL INSURANCE REQUIREMENTS. Throughout the term of this Lease Lessee shall insure that the Property qualifies for coverage under the Florida Petroleum Liability and Restoration Insurance Program ("FPLRIP"), any successor program or through another allowable mechanism in order to provide the scope and liability of coverage required by state and federal law. Lessee shall also insure that Lessor is named as an additional insured on all applicable insurance policies. Lessee shall annually, at the beginning of each Lease Year, provide evidence to Lessor of such coverage. Failure to continuously provide such coverage shall be a default under



this Lease. Lessee shall maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, and limits of at least \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.

35. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ATTEST:


Name: Marlene Marante, Town Clerk

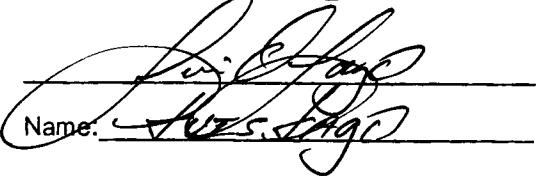
LESSOR:

TOWN OF BAY HARBOR ISLANDS

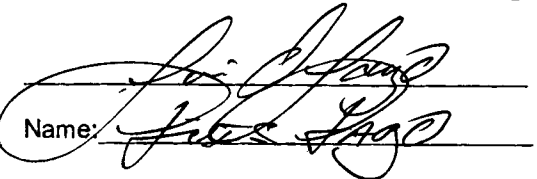
By: 
Name: Peter G. Lynch, Mayor

WITNESSES:


Name: H.E. MENDHEIM


Name: Peter Jago


Name: H.E. MENDHEIM


Name: Peter Jago

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 
MAXIMO ALVAREZ, President

(Corporate Seal)

By: 
MAXIMO ALVAREZ, Individually

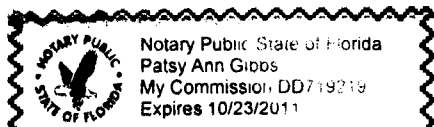
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 23rd day of August, 2008, by Martine Mantele and Peter G. Lynch, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.

Patsy A. Gibbs
Notary Public Patsy A. Gibbs

My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF BROWARD Miami-Dade

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and seal this 23rd day of July, 2008.

Michael S. Cummins
Notary Public

My commission expires



ADDENDUM TO AMENDED AND RESTATED LEASE

On August 14, 2000, the Town of Bay Harbor Islands, a Florida municipal corporation ("Lessor") and Sunshine Gasoline Distributors, Inc., a Florida corporation, and Maximo Alvarez (collectively "Lessee") entered into an Amended and Restated Lease (the "Lease") effective March 1, 1994, of Property in Miami, Dade County, Florida, more specifically described in Exhibit "A" of the lease. Now therefore in consideration of the mutual covenants and promises contained herein, the parties agree to amend the Lease as follows:

1. Section 21 is amended to require that Lessee demonstrate coverage for the building on the Property through a policy issued by the Florida Windstorm Underwriting Association or similar insurer with. Lessor named as Loss Payee.
2. Section 22 is amended to require that Lessee shall be required to provide evidence of garagekeepers liability relating to the repair shop operations and evidence of Workers' Compensation coverage for all personnel involved in the gasoline and repair operations.
3. Section 34 of the Lease is amended to require that Lessee maintain and provide evidence of financial responsibility for petroleum storage systems at the Property in a form and manner in compliance with federal and state laws and regulations, kept that limits of \$3 million/incident and \$5 million aggregate shall be provided. Lessor shall be named as an Additional Insured under the policy.
4. Section 35 of the Lease is deleted.

ATTEST:



Name: Marlene Marante, Town Clerk

LESSOR:

TOWN OF BAY HARBOR ISLANDS

By: 

Name: Peter G. Lynch, Mayor

WITNESSES:



Name: H.E. MENDHEIM



Name: H.E. MENDHEIM

LESSEE:

SUNSHINE GASOLINE DISTRIBUTORS,
INC., a Florida Corporation

By: 

MAXIMO ALVAREZ, President

(Corporate Seal)

WITNESSES:

Name: _____

By: _____
MAXIMO ALVAREZ, Individually

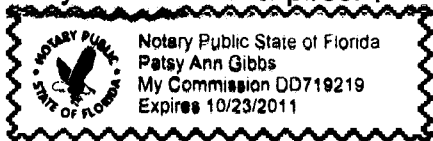
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing was signed and acknowledged before me this 5th day of August, 2008, by Marlene Marante and Peter G. Lynch, respectively, the Mayor and Town Clerk of the Town of Bay Harbor Islands. They are personally known to me or who have produced _____ and _____ as identification.

WITNESS my hand and seal this 5th day of August, 2008.

Patsy A. Gibbs
Notary Public

My commission expires: 10/23/2011



STATE OF FLORIDA
COUNTY OF BROWARD Miami Dade

The foregoing was signed and acknowledged before me this 23rd day of July, 2008, by Maximo Alvarez, individually and as President of Sunshine Gasoline Distributors, Inc., on behalf of the corporation and by Maximo Alvarez, individually. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and seal this 23rd day of July, 2008.

Michael S. Cummins
Notary Public

My commission expires:



AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 20.

ITEM: Discussion and **Possible** action regarding zoom meetings.

DESCRIPTION:

The town has been holding zoom meetings to accommodate the residents and the public. Due to constant technical interruptions with the system, that feature is no longer available for Council Meetings. The Town Council requested the matter be placed on the agenda to discuss the feasibility of resuming this feature.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT
March 8, 2023

ITEM NUMBER: 21.

ITEM: Discussion and **Possible** action regarding continuation of the Arts Festival.

DESCRIPTION:

This year's Art Festival was part of a larger celebration commemorating the Town's 75th Anniversary. Within the Art Festival, the Town also conducted a separate celebration for residents only - similar to the Town Picnic. The Town picnic will resume as a separate event in future years.

Despite not having the best weather for the festival, it was well attended and enjoyed. Town staff have conducted various after-action meetings with the event organizers and Town department heads to obtain feedback and suggestions on how to make this event better.

Should the Council wish to continue this festival for future years, Town staff will work with the organizers of the event to ensure that recommendations and suggestions from Council and staff are incorporated into the event for future years.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

				75 th Anniversary
Advertising	cc	Mediatech	5,000 4x6 post cards - ful	
	cc	Mediatech	5,000 4x6 post cards - ful	
	cc	ARTFAIRCALENDAR.COM	Custom Art Fair Promotic	
	ck	Mayra Hernandez	Festival Public Relations	
	ck	Close-Up Productions	2 cameras director, script	
	ck	WLRN, Inc.	Air Dates: 01/23/23 – 02/	
	ck	RK Vist	Video and photography	

	cc	Eventbrite Boost	Bay Harbor Islands Arts I
	cc	Three Heads Marketing Group	Flyer
	cc	4Imprint	Umbrellas
Banners/Graphics/Signage	ck	2 Day Banners	Custom Pole Banners(30
	ck	2 Day Banners	Custom Pole Banners(30
	ck	Fast Signs	custom printed coroplast
	cc	Signarama nmb	logo magnets for the PD
Barricades & Road Closures	cc	All American Barricades	MOT
	ck	All American Barricades	Barricades
Entertainment & Talent	ck	DJ GQ Inc.	DJ GQ Services Feb 4th &
	ck	Young Musicians Unite	Rock Band includes 3 set & tech support and chape
	ck	Kieffer Entertainment, LLC	Orlando Mendez
	ck	Diamond Light Productions, Inc.	NESTOR TORRES PERI
Equipment Rental	cc	Jeffrey Allen Inc	Golf Cars rental (4 Cars)
	ck	Reflections Productions Inc.	Stage, Sound and lighting
	ck	WCS Facilities Management, Inc	Trash receptacles & cover
	cc	Lightning Wireless Solutions (LWS)	Portable radios rental (22
	ck	AesirSound	Audio Equipment Rental
	ck	Goodi Bag Events	Tents, tables, benches, tal
	cc	Penske	Truck rental
	ck	Momentun Marketing Group	U haul rental
	ck	Glen's Tent & Especial Event	tents and tent walls
	ck	United Site Services	Fencing-Fencing and Visi

	cc	NuLife Solutions	Internet
Police & Private Security	ck	Off Duty Management	Traffic Control
	ck	Master Events Group Inc	Security
	ck	Off Duty Management	Traffic Control
Kids Area	ck	South Florida Events	Kids Zone
Insurance - Liability	ck	Momentun Marketing Group	Event Insurance
Festival Setup	ck	Momentun Marketing Group	Fee Consulting services f
	cc	Miami Dade	County Permit
	ck	Momentun Marketing Group	Festival staff/labor - Bay Festival
	ck	Herc	Generator
	ck	Miami Dade Fire Rescue	Rescue team
	cc	Complete Ticket Solutions	3x5 Thermal Plastic Cred Hologram

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
75th Anniversary	03/08/2023	\$215,000.00	001.5720.400049.030	75th Anniversary	\$175,000.00
75th Anniversary	03/08/2023	\$215,000.00	001.5120.400034.000	75th Anniversary	\$20,000.00
75th Anniversary	03/08/2023	\$215,000.00	001.5720.400049.020	75th Anniversary	\$20,000.00

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 22.

ITEM: Discussion and **Possible** action regarding Town Hall Facilities.

DESCRIPTION:

At the last Council Meeting, direction was given to staff to bring back solutions for the future of the existing Town Hall and to begin necessary steps to move all staff to a modular space as well as to find a solution for council meetings.

In the meantime, modular structures have been ordered and expected to be received by mid-march. Council meetings and any other meetings that currently take place in the Chambers have been moved to the Community Center.

As it relates to the existing Town Hall lot; Town staff has researched and analyzed the results received from testing and there are basically two solutions:

1. Demolish Town Hall in its entirety.

This option provides us with a few options:

A. Using the existing site of the Town Hall, Annex and PD and Public Works yard and build a large parking garage (including block 11) with all Town Facilities built into the structure. Public works on first floor and rest of services on higher ground.

B. Building a parking garage just in block 11 and existing public works yard area and incorporating Public Works facilities within this area. While at the same time, sell the existing Annex, PD, Town Hall area and relocate those facilities elsewhere (possibly 95th street surface lot where modular will be located). Essentially, moving all Town facilities to the 95th Street section. This will keep all Town Hall facilities in a close area near the parking garage for overflow parking and also bring PD facilities closer to school grounds. The proceeds from the sale of the Annex, PD and Town Hall area land may help fund building a new facility on 95th Street. The downside is that the parking garage area will be smaller, since you will not use the whole existing Town Hall area for the parking garage.

2. Renovation of the existing Town Hall. Renovations will need to be extensive and buildings may need to be brought to the studs for a total restoration (electrical, plumbing, drywall, water barrier for floors, reinforcement of structure, etc.). If we keep the structure as is, and still build a parking garage near the public works water tank, the parking garage will certainly be smaller.

Both of these options will require staff possibly to remain in modular structures until either the existing Town Hall is renovated or a new Town Hall is built. The Town will need to go out to bid for design to build services for either a full remodel renovation or for a completely new building.

Staff and grant writers are currently pursuing all available grants to assist with either a full remodel or a new building.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

GENERAL FUND:

The Town's Air Conditioner, Roof Replacement, Modular Rentals & Construction associated with the major repairs or renovations are not budgeted in Fiscal Year 2022-2023. The Budget Amendment will be necessary to appropriate Unrestricted Fund Balance (Reserves) corresponding to any decision made by the Town Council. Below is an estimated UNAUDITED Fund Balance as of September 30th, 2022.

The total AUDITED Unrestricted FY 2020-2021 Fund Balance at September 30, 2021 was \$12,207,201.

FY 2021-2022 UNAUDITED surplus (revenues and other inflows, minus expenditure and other outflows), is ESTIMATED to be at \$3,484,660.

The total ESTIMATED Unrestricted Fund Balance (Reserves) at September 30, 2022 will be \$15,691,861.

TDR Sale Proceeds Allowable Usage from Chapter 23 – Zoning and Planning, Sec. 23-22.2 – Transfer of development rights, paragraph d. (see attached).

“Revenue from the sale of TDRs. The revenue generated from the sale of development rights from the TDR reserve bank shall be allocated to town infrastructure improvements including but not limited to wastewater, potable water and stormwater facilities, parking facilities, parks and recreational facilities, municipal buildings or other municipal purposes.”

PARKING FUND:

The total AUDITED Unrestricted FY 2020-2021 Fund Balance at September 30, 2021 was \$481,117.

FY 2021-2022 UNAUDITED surplus (revenues and other inflows, minus expenditure and other outflows), is ESTIMATED to be \$363,149.

Total ESTIMATED Unrestricted Fund Balance (Reserves) at September 30, 2022 will be \$844,266.

PARKING TRUST:

Current FY 2022-2023 Parking Trust fees received: LaBaia South in the amount of \$780,000. Anticipated Parking Trust receipts are: LaBaia North in the amount of \$780,000; Kane BHI Property 1 development in the amount of \$1,680,000.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

March 8, 2023

ITEM NUMBER: 23.

ITEM: Discussion and Possible action regarding Section 23-12 (15)(e) iii of the Town Code regarding projections into setback areas. Sponsored by Council Member Bruder. Enclosed are copies of the Code provisions.

DESCRIPTION:

Section 23-12 (15)(e) iii allows certain open, airy and decorative structures such as freestanding canopies and awnings, thatched huts, pool cabanas, fixed umbrellas and gazebos to project into the rear and side yard setback areas (or into the front and side yard setback areas of waterfront lots) to a point no closer than five feet from the lot line or the seawall for waterfront lots, subject to written approval by the Design Review Board.

Sec. 23-11. Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) RD-Single Family Area:

(1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

(2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

No fiscal impact.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Sec. 23 11. Land_development_regulations. (1)
2.	Sec. 23 12. General_provisions_

Sec. 23-11. Land development regulations.

In all area districts hereinabove set forth and designated, there shall be front, rear and side yard setbacks provided for of not less than the dimensions specified, and other land development standards, as follows, to wit:

(A) *RD-Single Family Area:*

(1) Front yard setback (any street frontage including corner lots).

All lots except Kane Concourse frontage: 25 feet.

All lots fronting Kane Concourse: 40 feet.

(2) Rear yard setbacks (waterfront).

Block 23, Lots 29-95: 40 feet measured from the outside bulkhead wall.

Block 23, Lots 1-28 and Lots 96-104: 25 feet measured from the outside bulkhead wall.

(3) Rear yard setbacks (non-waterfront).

Lots fronting Kane Concourse: Ten feet.

All other lots: 15 feet.

(4) Side yard setbacks (all lots).

All lots: Ten feet.

(5) Notwithstanding the above, as to triangular or otherwise odd-shaped lots, the town shall have the power to adjust the street or front yard setback restrictions in the interest of proper, useful and equitable planning.

(6) Height limits.

a. No building in RD-Single Family area, shall exceed two and one-half stories or 25 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

b. Notwithstanding the above, roofs with a slope exceeding two and one-half inches per foot may exceed the above height restriction to a maximum height of 35 feet on waterfront properties and a maximum height of 30 feet on non-waterfront properties, provided that the point on the roof at which the slope begins such excess height is no closer to the property lines than as described below:

- i. On all lots in the RD-Single Family district: 15 feet from each side property line.
- ii. Block 23, Lots 29-95: 45 feet from the outside bulkhead wall, 60 feet from any street.
- iii. Block 23, Lots 1-28: 30 feet from the outside bulkhead wall, 55 feet from any street.
- iv. Lots facing Kane Concourse: 15 feet from the rear property line, 30 feet from any street.
- v. Corner lots in Blocks 30, 31, 33 and 34: 35 feet from any street.
- vi. On all other lots in the RD-Single Family district: 40 feet from any street (front) property line, 20 feet from any rear property line.

(7) Building articulation. Architectural embellishments, including but not be limited to, windows, eyebrows, material changes, reliefs, reveals, ornamentation, banding, canopies, copings, etc., must be incorporated into the design to avoid large flat uninterrupted wall surfaces for at least 50 percent of the length of all elevations of the main house and any accessory structures.

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- (8) Open space requirements.
- a. Each plot shall provide for a minimum of 35 percent open space at ground level for one-story homes. Each plot shall provide for a minimum of 40 percent open space at ground level for homes with any portion of the home above one story.
 - b. Each plot shall provide for a minimum of 50 percent landscaped "green" pervious open space at ground level in the front yard area. The use of pervious pavers or landscape strips in driveways or walkways shall not be included in the 50-percent landscaping requirement. Within front setback areas sufficient open space and landscaping materials shall be provided to break large expanses of hardscapes, screen parking areas and provide shade.
- (9) Second story building area restrictions. For residences designed as two-story structures, the second story shall not exceed 80 percent of the first (ground) floor gross floor area inside exterior walls (air-conditioned/non-air-conditioned areas). The reduced secondary story percentage listed herein may be applied to the first floor, if approved by the Design Review Board. Notwithstanding the above, the Design Review Board may allow modifications to this requirement in instances where enhanced architectural articulation and detailing is provided on the exterior house façades to break the massing of the structure.

(B1) *RM-1 Multiple Family Residential district (Waterfront lots).*

The purpose of the district is to provide appropriate land development regulations for the waterfront properties on the eastern island of the town. As the lots abut the wide waterways surrounding the island where no adjacent development occurs, the regulations reflect appropriate development criteria.

- (1) *Front yard setback (street frontage).* All lots in the RM-1 Multiple Family zoning district shall have a minimum front yard (street) setback as follows:
 - a. *Buildings less than 30 feet in height.* Twenty feet.
 - b. *Buildings less than 45 feet in height.* Twenty-five feet.
 - c. *Buildings less than 75 feet in height.* Thirty feet.
- (2) *Rear yard (waterfront) setback.* All lots in the RM-1 Multiple Family zoning district shall have a minimum rear yard (waterfront) setback of 20 feet.
- (3) *Side yard setbacks.* All lots in the RM-1 Multiple Family zoning district shall have minimum side yard setbacks as follows:
 - a. *Buildings less than 30 feet in height.* Ten feet.
 - b. For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.
 - c. Notwithstanding the above provisions for developments on more than one lot the minimum setback from each side lot line shall be equal to ten percent of the street frontage of the lot but not less than ten feet. The maximum required side setback width shall be 22.5 feet.
- (4) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the town council may allow portions of the building structure to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 30 feet in height.

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- (5) The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet, except as hereinafter provided.
- (6) *Maximum building length/breezeways.* A building may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height. The Design Review Board may modify the application of this requirement for townhouse developments or in instances where enhanced architectural articulation and detailing is provided on the building facade to break the massing of the building.
- (7) *[Minimum unobstructed distance.]* The minimum distance, unobstructed, between buildings on a lot, plot or parcel of land shall be 20 feet; however, such buildings may be connected by a covered ground level walkway which must be open to the sides.
- (8) *[Corner, waterfront lots.]* In the case of corner lots and waterfront lots, side setbacks shall be regarded as those setbacks other than ones abutting streets and water.
- (9) *Maximum building height:* No building in the RM-1 Multiple Family area shall exceed the following height limits as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations:
- Block 1.* Seventy-five feet.
- Block 2, Lots 1 through 13, inclusive.* Sixty-five feet.
- Block 2, Lots 14 through 29, inclusive.* Seventy-five feet.
- Block 3.* Sixty-five feet.
- Block 4.* Seventy-five feet.
- Each building level/story shall be a minimum of nine feet in height from floor to ceiling inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.
- (10) *Landscape requirements.* Each plot shall provide for a minimum of 20 percent landscaped "green" open space at ground level. An applicant shall be required to submit a detailed landscape plan to the town for consideration at the time of site plan approval. Trees shall be provided to provided shade and accentuate the building design. Shrubs shall be provided as foundation plantings, to screen mechanical equipment and as buffering to adjacent properties. The plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.
- (11) *Maximum allowable density.* The maximum allowable base density is 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) shall be 70 dwelling units per acre. Partial units below one-half are rounded down to the nearest whole number. Individual project densities may be increased on a case-by-case basis only through the process described elsewhere in Chapter 23.
- (12) *Maximum number of hotel rooms.* The maximum number of hotel rooms shall not exceed 70 rooms per acre.
- (13) *Building roof design.* All rooftops of buildings with flat roof decks shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes. If a flat roof deck is utilized for recreational purposes, a

minimum of 15 percent of the area used for such purposes shall be landscaped. For the purposes of this section the term landscaping shall not include swimming pools, decks, patios or other impervious surfaces.

(B2) RM-2 Multiple Family Residential district (Nonwaterfront).

Purpose. The purpose of the district is to provide appropriate land development regulations for the nonwaterfront properties on the eastern island of the town. As the interior lots abut other lots, and the relationship of buildings to other buildings require the regulations to reflect appropriate development criteria.

- (1) *Front yard setback.* All lots in the RM-2 Multiple Family areas shall have a minimum front yard setback as follows, the front yard being the yard abutting on any street:
 - a. *Buildings less than 30 feet in height.* Twenty feet.
 - b. *Buildings less than 45 feet in height.* Twenty-five [feet].
 - c. *Buildings less than 65 feet in height.* Thirty feet.
- (2) *Rear yard setback.* All lots in the RM-2 Multiple Family areas shall have a minimum rear yard setback as follows:
 - a. *Buildings less than 30 feet in height.* Ten feet.
 - b. *[Additional setback.]* For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height.
- (3) *Side yard setbacks.* All lots in the RM-2 Multiple Family areas shall have minimum side yard setbacks as follows:
 - a. *Buildings less than 30 feet in height.* Ten feet.
 - b. *[Additional setback.]* For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for developments located on single lots, the maximum setback shall be 20 feet.
 - c. Notwithstanding the above provisions, for developments on more than one lot the minimum setback from each side lot line shall be equal to ten percent of the street frontage of the lot but not less than ten feet. The maximum required side setback width shall be 22.5 feet.
- (4) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the town council may allow portions of the building structure to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 30 feet in height.
- (5) *Maximum building length.* The maximum length of any single building in a linear shape with no breaks or angles greater than 15 degrees shall not exceed 205 feet, except as hereinafter provided.
- (6) *Maximum building length/breezeways.* A building may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height. The Design Review Board may modify the application of this requirement for Townhouse developments or in instances where enhanced architectural articulation and detailing is provided on the building facade to break the massing of the building.

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- (7) *Minimum distance between buildings.* The minimum distance, unobstructed, between buildings on a lot, plot or parcel of land shall be 20 feet; however, such buildings may be connected by a covered ground level walkway which must be open to the sides.
 - (8) *[Corner lots.]* In the case of corner lots, side setbacks shall be regarded as those setbacks other than ones abutting streets.
 - (9) *Maximum building height.* No building in the RM-2 Multiple Family district shall exceed 65 feet in height as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations.

Each building level/story shall be a minimum of nine feet in height from floor to ceiling, inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

- (10) *Landscape requirements.* Each plot shall provide for a minimum of 20 percent landscaped "green" open space at ground level. An applicant shall be required to submit a detailed landscape plan to the town for consideration at the time of site plan approval. Trees shall be provided to provide shade and accentuate the building design. Shrubs shall be provided as foundation plantings, to screen mechanical equipment and as buffering to adjacent properties. The plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.
- (11) *Maximum allowable density.* The maximum allowable base density is 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) is 60 dwelling units per acre. Partial units below one-half are rounded down to the nearest whole number. Individual project densities may be increased on a case-by-case basis only through the process described elsewhere in Chapter 23.
- (12) *Building roof design.* All rooftops of buildings with flat roof decks shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes. If a flat roof deck is utilized for recreational purposes, a minimum of 15 percent of the area used for such purposes shall be landscaped. For the purposes of this section the term landscaping shall not include swimming pools, decks, patios or other impervious surfaces.

(C) *B-1 Business district.*

Building setbacks:

- (1) *Kane Concourse (96th Street):* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in section 23-12, and permissible sidewalk cafes and other uses specified herein, shall encroach into the public right-of-way for the Kane Concourse (55 feet from the centerline of the roadway).
- (2) *East Bay Harbor Drive, West Bay Harbor Drive, Bay Harbor Terrace, 95th Street and 97th Street:* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in section 23-12, and permissible sidewalk cafes and other uses specified herein, shall be erected or altered to be less than an average of five feet from the aforementioned public rights-of-way. Within the required setback areas, landscaping including foundation plantings, plazas, sculptures and the like shall be installed. At least 75 percent of the area shall be provided with landscape materials. The remaining area may include hardscape such as walkways, pavers and the like. For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, for

developments located on single lots, the maximum setback shall be 15 feet. The town council reserves the right to modify the additional building setback provisions listed above due to increased building height for parking garage structures on town-owned lands.

- (3) *Alleys depicted on the recorded plat for Bay Harbor Islands between Blocks 11, 12, 20 and 21* No building or structure or part thereof, other than permissible accessory and/or decorative structures specified in section 23-12 shall encroach into the public right-of-way. Notwithstanding and above, setbacks shall be provided to provide for required loading areas and service deliveries so that the alley is not blocked from vehicular traffic movements.
- (4) *Interior side setbacks:* No setback is required along interior side property lines.
- (5) *Special provisions for Lot 2 in Block 1:*
 - (a) *East Bay Harbor Drive.* The minimum setback shall be not less than 20 feet for buildings up to 25 feet in height. In addition, for any structure over 25 feet in height, the setback shall be increased one foot for each two feet in height for that portion of the building over 25 feet in height with a maximum setback of 30 feet.
 - (b) *Waterfront property line.* The minimum setback shall be not less than 20 feet.
 - (c) *Side property lines.* A side yard setback on the southerly side of the lot of not less than ten feet for buildings up to 25 feet in height. A side yard setback on the northerly side of the lot of not less than ten feet for buildings up to 25 feet in height. For each additional two feet of building height above 25 feet, there shall be one additional foot of building setback for that portion of the structure over 25 feet in height. Notwithstanding the above, if Lot 2 is developed as part of a unified development with Lot 1 in Block 1, a side setback shall not be required on the lot line separating the lots. If Lot 2 is developed independently from Lot 1 in Block 1, the maximum side yard setbacks shall be 15 feet.
 - (d) *[Exceptions.]* Notwithstanding the above regulations, the Town Council may modify setback requirements for any building area above 25 feet in height on East Bay Harbor Drive and waterfront property lines if a continuous pedestrian plaza environment is constructed the full width of the setback area. Perpendicular vehicular driveways and/or drop-off areas may be permitted. In no instance shall any building setback be less than ten feet.
- (6) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the town council may allow portions of the building structure to encroach into the setback requirements above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 25 feet in height.
- (7) *Special residential/hotel setback provisions.* If a residential or hotel use is provided as part of a mixed-use development, and the uses are located at ground level fronting the streets described in subsection (2) above, the minimum building setbacks shall be increased to a minimum of 20 feet. The minimum required setback areas may be utilized for landscaping, patios, stairs and terraces provided the area is walled and/or fenced from the adjoining roadway with landscaping between the right-of-way and the face of any wall/fence.

Miscellaneous regulations:

- (8) *Building height:* No building or portion thereof shall exceed 65 feet in height as measured from the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations, except for those

allowable rooftop structures listed in subsection 23-12(25) ("standard height"). Notwithstanding the above, buildings or portions of buildings in the district may be increased with bonus height up to a maximum of 75 feet in height ("maximum height") except for those allowable rooftop structures listed in subsection 23-12(25), upon the submission of a written request setting forth the proposed participation and contribution into the town's public benefit program ("request"), as set forth below, provided:

- a) The town council approves the request at a public meeting; and
- b) The developer participates and contributes to the town's public benefits program as set forth herein.

(8.1) Public benefits program. The intent of the public benefits program established in this section is to allow bonus building height in the B-1 Business District up to the maximum height in exchange for a developer's contributions to specified programs that provide benefits to the public. The bonus height may be permitted if the proposed development contributes toward the specified public benefits, in the manner and amount set forth herein.

(8.2) The bonus height may be permitted from the standard height up to the maximum height in exchange for contribution to the town for one or more of the following public benefits:

- Affordable/workforce housing equal to at least 25 percent of the number of dwelling units proposed (sales/rental costs 120 percent or less of the median family income of Miami-Dade County);
- Dedication and construction of public parks and open space (land/facilities) of a size, location, and types of facilities acceptable to the town;
- Undergrounding electrical, telecommunication and other overhead wire and pole facilities (min. underground one complete platted block in the business district, or payment in lieu of the cost to the town thereof);
- Green buildings (USGBC Gold or Platinum only);
- Excess parking spaces above the minimum Code requirements for the project that are available and open for general public use (at least 25);
- Public buildings, land and facilities owned by the town;
- Public infrastructure projects listed in the town's capital improvement plan (CIP); or
- Any other contribution(s) acceptable to the town council, provided that the contribution(s) serve a public purpose.

(9) *[Recreational amenities:]* Residential development shall provide recreational amenities for its residents. The recreational facilities shall be located on site or in near proximity to the subject site if approved as part of the site development plan for the property. The criteria shall be at least the standard in the town's adopted comprehensive plan and land development regulations (LDRs) and may include land dedications, construction of facilities, payment of monies in lieu thereof, or other arrangement as approved by the town.

(10) *Maximum allowable density:* The maximum allowable base density shall be 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) is 80 dwelling units per acre. Partial units below one-half are rounded down to the nearest whole number. Individual project density may be increased on a case-by-case basis only through the process described in section 23-22 entitled Transfer of Development Rights (TDR).

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- (11) *Maximum number of hotel rooms:* The maximum number of hotel rooms shall not exceed 70 rooms per acre.
- (12) *Maximum building length/breezeways.* A building containing residential uses may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height nor buildings within 50 feet of the Kane Concourse. The Design Review Board may modify the application of this requirement in instances where enhanced architectural articulation and detailing is provided on the building facade to break the massing of the building.
- (13) *Transparent storefronts on Kane Concourse:* Building facades fronting on Kane Concourse shall provide for a "storefront" appearance; that is, primarily glass windows to showcase products and activities. A minimum of 75 percent of the first floor building facade must be glass. No window film or interior improvements within ten feet of the window shall be constructed which have the effect of blocking visibility into the storefront. No existing storefronts shall be allowed to remodel with the replacement of glass storefronts to other materials.
- (14) *Pedestrian walkways required from Kane Concourse, 95th Street and 97th Street to rear parking areas:* Buildings constructed along the Kane Concourse, 95th Street or 97th Street frontage shall provide for periodic pedestrian walkways from the sidewalk on those roadways to any parking areas to the rear of the buildings unless otherwise approved by the town council during consideration of a site plan. A walkway shall be a minimum of five feet in width. This requirement shall apply to new developments and redevelopment activities. The exact location, spacing and design shall be determined at the time of site plan approval. At a minimum, the town's goal is to provide at least one walkway in each block fronting on the Kane Concourse. Pedestrian walkways between the Kane Concourse and any rear parking areas located less than 150 feet from West Bay Harbor Drive, East Bay Harbor Drive or Bay Harbor Terrace shall not meet the intent of this provision.
- (15) *Shared parking/parking reduction for mixed-use development:* Mixed-use developments may require less parking than indicated by traditional parking rates due to varying parking demands for each land use. If an applicant requests to reduce the parking requirements for a mixed-use development below the minimum requirements of this chapter, a shared parking study shall be submitted to the town for consideration. The town may elect to retain qualified professionals to review and comment on the request and the applicant shall reimburse the town for any expenses incurred in that review. The shared parking study shall be prepared and certified by a registered professional engineer, architect or planner experienced in parking studies. The shared parking study shall comply with the methodology in the Urban Land Institute's "Shared Parking" manual, as it may be amended. As a minimum, the study shall include tenant uses, square footage, the required parking code for each use, hours of operation, total parking provided, uses utilizing shared parking, hourly parking accumulation and requested reduction of parking spaces. The town council shall determine if shared parking arrangements will provide adequate parking for the development and any reasonably foreseeable future user(s) of the site.
- (16) *Sidewalk cafes/outdoor seating for restaurants.*
- (a) *Purpose.* To establish conditions and requirements under which a sidewalk cafe permit will be issued for sidewalk cafes.
- (b) *Definitions.*
1. *Accessory use* is a use that (a) is located on the same lot as the principal use; (b) contributes to the comfort, convenience or necessity of the principal use; and, (c) does not exceed 30 percent of the gross floor area (the areas within the perimeter of the inside walls of the

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- building/bay with no deductions for corridors, stairs, closets, thickness of wall, columns or other features, but excluding utility rooms).
2. *Sidewalk cafe* is a portion of a restaurant or eating establishment located outside of the principal building (unenclosed, without a permanent structural roof covering) on a private or public sidewalk that provides a sit-down area for food and/or beverage consumption purposes.
 3. *Sidewalk cafe permit* is a permit issued after approval has been granted by the Town based on the criteria outlined below.
- (c) *Uses permitted/permit application.* Sidewalk cafes are permitted as an accessory use to a restaurant or eating establishment. Application for a sidewalk cafe permit shall be made to the town manager, or his/her designee. If approved, a permit for a sidewalk cafe will be issued for one year and shall be automatically renewed by the town if the use remains in compliance with all conditions stated herein. Such permit will not be transferable in any manner.
- (d) *Permit types.* Sidewalk cafes greater than 400 square feet in area shall be approved by the town council. Fees for sidewalk cafes greater than 400 square feet in area shall be paid in accordance to the fee schedule established by the town.
- (e) *Submittal requirements.* All site plans (including architectural plans) for sidewalk cafes shall include a sketch; existing interior floor plans; exterior floor plans; building elevations; setbacks; types of landscaping/ground covering; signs; lighting; location of tables, chairs and other furniture; pedestrian ingress and egress (clear path) and other information that is deemed necessary for review. In addition, photographs, drawings, or manufacturers' brochures describing the appearance of the proposed tables, chairs, umbrellas or other objects related to the sidewalk cafe shall be provided.
- (f) *Development standards and criteria.* In order to protect the public health, safety, convenience and general welfare of the surrounding uses, sidewalk cafes shall be subject to the following criteria:
1. The operations of such sidewalk cafe seating area shall be conducted in such a way as to not interfere with the circulation of pedestrian or vehicular traffic on the adjoining streets or sidewalks. There shall be a minimum of five feet of clear distance for through pedestrian movements. The minimum five-foot requirement will be measured and maintained when chairs and tables are occupied and any umbrellas are open;
 2. All permanent kitchen equipment and refuse containers used to service the sidewalk cafes shall be located inside the primary restaurant; provided however, a portable service area for dishes, silverware, glassware, beverage service facilities and refuse may be permitted provided it is moved into the main building each night. Service counters or pass through windows are not permitted;
 3. Required parking for sidewalk cafes shall be calculated and provided in accordance with the provisions found in chapter 23, article II of the Town Code entitled Off-Street Parking;
 4. The restaurant owner/operator shall be responsible for maintaining the sidewalk cafe in a clean, neat, orderly and safe condition. All debris and litter shall be removed daily. The sidewalk shall be pressure washed not less than one time a month and more often when required. Private trash containers in the sidewalk cafe dining area are prohibited. Public sidewalk trash containers shall not be used as a means of disposing of table waste generated by restaurant consumers;

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5. Sidewalk cafe furniture must be kept in a clean, orderly and safe condition. Sidewalk cafe furniture must be moved into the main building each night. White plastic furniture is not permitted in sidewalk cafe areas. All white plastic furniture currently in place shall be removed within one year from the date of adoption of this subsection. Plastic furniture other than the color white is permitted, as well as metal or wood. The use of other furniture materials not listed above shall be first submitted to the design review committee for a recommendation to the Design Review Board. The town is not obligated to approve alternative materials;
 6. Restaurants may serve alcoholic beverages in the sidewalk cafe dining area provided the restaurant complies with state law and applicable Town Code provisions;
 7. Audio/visual devices (televisions) are permitted in the sidewalk cafe dining area provided the devices are located under a permanent roof, are not visible from the public right-of-way and are not audible across property boundaries or through partitions common to two or more parties within a building. Loud speakers or public address systems in the sidewalk cafe dining area are prohibited for those sidewalk cafes where the sound may affect residential uses. Loud speakers or public address systems located in adjoining sidewalk cafe dining areas shall limit the volume to patrons within the boundaries of the establishment only;
 8. One menu board or sandwich sign is allowed per restaurant which shall meet the requirement set forth in subsection 17-20(V);
 9. The hours of operation for the sidewalk cafe shall be no greater than that of the principal restaurant and may be less as determined in the review process; and
 10. Upon the issuance of a hurricane warning, all outdoor furniture shall be removed from the sidewalk cafe dining area.
- (g) *Liability and insurance for sidewalk cafe dining:*
1. Prior to the issuance of a permit, the applicant shall provide the town with certified copies of all insurance policies providing coverage as required.
 2. Prior to the issuance of a permit, the applicant shall furnish the town with a signed statement from an authorized officer, or legal representative, of the restaurant that the permittee shall hold harmless the town, its officers and employees and shall indemnify the town, its officers and employees for any claims for damages to property or injury to persons arising out of or in any way contributed by the use, maintenance, or operations of the restaurant. Proof of worker's compensation coverage shall also be provided.
 3. The applicant shall furnish and maintain such public liability, food products liability, and property damage insurance from all claims and damage to property or bodily injury, including death, which may arise from the use, maintenance or operations of the sidewalk cafe dining area. Coverage shall specifically include policies of not less than \$500,000.00 for bodily injury, and property damage respectively per occurrence. Such insurance shall name as additional insured, the town, its officers and employees, and shall further provide that that policy shall not terminate or be canceled prior to the completion of the permit period without 30 days written notice to the town. Such insurance will be primary to any insurance or self-insurance whether collectible or not which may be available to the town, its officers or employees.
 4. For restaurants with sidewalk cafes that serve alcoholic beverages, liquor liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage is required. The applicant shall furnish and maintain such public liability, liquor products

liability, and property damage insurance from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Coverage shall not be less than \$1,000,000.00 for bodily injury, and property damage respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured, the town, its officers and employees, and shall further provide that that policy shall not terminate or be canceled prior to the completion of the permit period without 30 days' written notice to the town. Such insurance will be primary to any insurance or self-insurance whether collectible or not which may be available to the town, its officers or employees.

5. An endorsement must be issued as part of the policy reflecting compliance with these requirements.
6. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the town by certified mail.
7. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the state with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

(h) *Revocation, suspension of permit; emergencies:*

1. A sidewalk cafe permit may be revoked or suspended by the town manager or his/her designee upon a finding that a violation of the provisions of this subsection occurred, or the sidewalk cafe is being operated in a manner which constitutes a nuisance, that unduly impedes or restricts the movement of pedestrians, is a safety or public health concern, or in any way contributes an undue liability. The revocation or suspension shall be in writing, setting forth specific reasons and providing an effective date.
2. A sidewalk cafe may be suspended by the town manager or his/her designee for community or special events, utility, sidewalk or road repairs, or emergency situations or violations of provisions contained herein. The length of the suspension shall be for a duration(s), as determined by the town manager or his/her designee. Removal of all tables, chairs and related obstructions shall be the responsibility of the restaurant owner/operator.

- (17) *Flood proofing for ground floor uses:* Because the current FEMA base flood elevation (+8.0 - +10.0 NGVD) is considerably higher than the existing ground/roadway/sidewalk elevation (+4.5 +/- NGVD) and the town desires to encourage pedestrian interaction from the sidewalk areas into the ground level building areas which would otherwise require steps or ramps, as an alternative, an owner may elect to flood-proof the building, or portion thereof, in accordance with allowable FEMA regulations from the ground level to the base flood elevation. Metal flood plates or other approved flood-proofing techniques may be utilized.

(D) *RM-3 Multiple Family Residential district.*

Purpose. The purpose of the district is to provide appropriate land development regulations for the large waterfront properties (tracts A—F) located on the northern and southern tips of the eastern island of the town. As the platted lots are considerably larger than other multifamily sites in the town and abut wide waterways surrounding the island where no adjacent development occurs, the regulations reflect appropriate development criteria.

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- (1) *Front yard setback (street frontage).* All lots shall have a minimum front yard (street) setback as follows:
 - (a) Buildings up to 30 feet in height—Twenty feet.
 - (b) Buildings up to 45 feet in height—Twenty-five feet.
 - (c) Buildings up to 75 feet in height—Thirty feet.
 - (d) For buildings over 75 feet in height as approved under subsection (11) below the front setback dimension shall be negotiated during the site plan process, but shall not be less than 30 feet.
 - (2) *Rear yard (waterfront) setback*> All lots shall have a minimum rear yard (waterfront) setback of 20 feet.
 - (3) *Side yard setbacks.* All lots shall have minimum side yard setbacks as follows:
 - (a) Buildings up to 30 feet in height—Twenty feet.
 - (b) For each additional three feet of building height above 30 feet, there shall be one additional foot of building setback for that portion of the structure over 30 feet in height. Notwithstanding the above provision, the maximum required setback shall be 30 feet.
 - (4) *Flex setbacks.* A project designer has the option to offer creative design solutions to the building configurations and the Design Review Board may allow portions of the building structure to encroach into the setback requirements stated above. The total amount of encroachment shall not exceed one-third of the allowable width or length of the building. This provision shall serve to create an architectural opportunity for creative design approaches while promoting the beneficial purposes of building setbacks in the district. In no case shall any portion of a building encroach into the base building setbacks set forth above for portions of the building below 30 feet in height.
 - (5) *Maximum building length.* The maximum overall length of any single building in a linear shape with no breaks or angles greater than 15 degrees facing parallel to a street frontage shall not exceed 260 feet, except as hereinafter provided.
 - (6) *Maximum building length/breezeways.* A building may exceed 120 feet in length if breezeways, divide such building, except for common floors and roofs, into parts not exceeding 120 feet in length. Such breezeways shall have a minimum unobstructed width, completely through the building, of 20 feet. Notwithstanding the above, this provision shall not apply to buildings less than 45 feet in height. The Design Review Board may modify the application of this requirement for townhouse development or in instances where enhanced architectural articulation and detailing is provided on the building façade to break the massing of the building. A breezeway is not required on a building constructed on a single platted lot. For the purpose of this section platted lots are those depicted on the subdivision plat of Bay Harbor Island recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County, Florida.
 - (7) *Minimum distance between structures.* The minimum distance, unobstructed, between buildings on a lot, plot or parcel of land shall be 20 feet; however, such buildings may be connected by a covered ground level walkway which must be open to the sides.
 - (8) *Maximum building coverage.* The maximum building coverage of any lot shall not exceed 40 percent of the plot area for all principal structures. If an elevated parking garage structure is provided the combined total of all building coverage shall not exceed 60 percent of the plot. An elevated parking garage shall not include any living quarters, meeting rooms or recreational facilities. See section 23-1 for the definition of building coverage.
 - (9) *Maximum building height.* No building shall exceed 75 feet in height above the base flood elevation (BFE) plus any additional freeboard per the Florida Building Code, or as otherwise prescribed by United States, state or county flood control laws or regulations, unless otherwise approved by the town residents and town council in accordance with section 86 of the Town Charter, but in no case more

than 120 feet in height, which includes the primary building, parking garage or any other accessory structure, but does not include rooftop mounted structures as defined in subsection 23-12(25). The town council reserves the right, as part of any consideration to allow a building to exceed 75 feet in height, to require site plan modifications, project mitigation and/or tradeoffs (including but not limited to off-site improvements, on-site improvements, pedestrian walkways, enhanced view vistas to adjoining waterways, etc.).

Each building level/story shall be a minimum of nine feet in height from floor to ceiling, inside measurement. The term level/story shall refer to any floor within a residential development. Parking garage levels are not included.

- (10) *Building roof design.* All rooftops of buildings with flat roof decks, including parking garage roof decks, shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes. If a flat roof deck is utilized for parking or recreational purposes, a minimum of 15 percent of the area used for such purposes shall be landscaped. For the purposes of this section the term landscaping shall not include swimming pools, decks, patios or other impervious surfaces.
- (11) *Landscape requirements.* Each plot shall provide for a minimum of 20 percent landscaped "green" open space at ground level. An applicant shall be required to submit a detailed landscape plan to the town for consideration at the time of site plan approval. Trees shall be provided to provide shade and accentuate the building design. Shrubs shall be provided as foundation plantings, to screen mechanical equipment and as buffering to adjacent properties. The plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.
- (12) *Maximum allowable density.* The maximum allowable base density is 34 dwelling units per acre. The maximum allowable overall density (includes base density/TDR units) is 80 dwelling units per acre. If the Town approves a development with a height exceeding 75 feet in accordance with the Town Charter provisions, the maximum density shall be as determined at the time of Site Development Plan/TDR approval. Partial units below one-half are rounded down to the nearest whole number. Individual project density may be increased on a case-by-case basis only through the process described in Chapter 23.
- (13) *Interpretation of side lot lines.* Side setbacks shall be regarded as those setbacks other than ones abutting streets and water.
- (14) *Vested rights.* Notwithstanding the above regulations, for those developments existing as of December 10, 2002, when section 86 of the Town Charter was approved by the town voters that established a maximum building height for any new building of 75 feet, the existing residential density, building height, lot coverage, building setbacks and other land development regulations are vested and may continue so long the owners elect to maintain the development as originally approved. If the existing development is damaged by a natural disaster, fire or flooding to the extent of 50 percent or more of the assessed value of the building improvements when the damage occurs, and the owners voluntarily elect to demolish and rebuild the project, the subsequent new development shall comply with all current land development regulations, except existing building height and residential density, which shall continue to be vested without the need to acquire TDR units. However, in no event shall the new development be greater in density or height than the development being replaced, unless TDR units are acquired or pursuant to section 86(1) of the Town Charter.
- (15) *Parking garage structures.* For any redevelopment of an existing RM-3 site after the effective date of Ordinance No. 907, not less than 90 percent of the required parking spaces shall be contained within a fully enclosed parking garage structure. The portion of a parking garage structure above finished grade

shall be substantially screened from view from adjoining roads and adjacent properties. This shall not prohibit the parking garage structure driveway openings from being visible from an adjoining street. The exterior building façade of any parking garage structure not substantially screened by earthen berming, planters and adequate landscaping materials shall incorporate the same architectural features and elements on the main building façade to disguise the parking garage structure.

(E) *CA-Causeway Area:*

(1) No restrictions.

(Ord. No. 108, § 11, 6-10-57; Ord. No. 112, § 1, 1-13-58; Ord. No. 115, § 1, 1-13-58; Ord. No. 125, § 3, 1-12-59; Ord. No. 183, § 3(1)—(11), 11-9-64; Ord. No. 227, § 1, 3-9-70; Ord. No. 224, § 1, 8-9-71; Ord. No. 266, §§ 3, 4, 7-20-73; Ord. No. 303, § 1, 8-9-76; Ord. No. 313, § 1, 12-13-76; Ord. No. 314, § 3, 2-4-77; Ord. No. 317, § 3, 6-13-77; Ord. No. 425, § 4, 4-8-85; Ord. No. 481, § 1, 8-14-89; Ord. No. 592, § 3, 7-8-96; Ord. No. 627, § 1, 1-12-98; Ord. No. 713, § 1, 2-10-03; Ord. No. 721, § 1, 6-9-03; Ord. No. 757, § 1(Exh. A), 12-13-04; Ord. No. 759, § 1(Exh. A), 12-13-04; Ord. No. 771, § 1(Exh. A), 5-9-05; Ord. No. 775, § 1(Exh. A), 6-20-05; Ord. No. 798, § 1(Exh. A), 7-10-06; Ord. No. 799, § 1(Exh. A), 7-10-06; Ord. No. 819, § 1(Exh. A), 7-9-07; Ord. No. 820, § 1, 7-9-07; Ord. No. 867, § 1(Exh. A), 12-8-08; Ord. No. 868, § 1(Exh. A), 12-8-08; Ord. No. 907, § 1(Exh. A), 12-13-10; Ord. No. 946, § 1(Exh. A), 3-11-2013; Ord. No. 948, § 1(Exh. A), 5-13-2013; Ord. No. 956, § 1(Exh. A), 11-12-13; Ord. No. 957, § 1(Exh. A), 12-9-13; Ord. No. 960, § 1(Exh. A), 2-10-14; Ord. No. 961, § 1(Exh. A), 2-10-14; Ord. No. 967, § 1(Exh. A), 10-13-14; Ord. No. 972, § 1(Exh. A), 1-12-15; Ord. No. 1018, § 1(Exh. A), 1-18-18; Ord. No. 1021, § 1(Exh. A), 5-14-18; Ord. No. 1024, § 1(Exh. A), 9-17-18; Ord. No. 1045, § 1(Exh. A), 2-18-20; Ord. No. 1070, § 2(Exh. A), 3-9-22)

Sec. 23-12. General provisions.

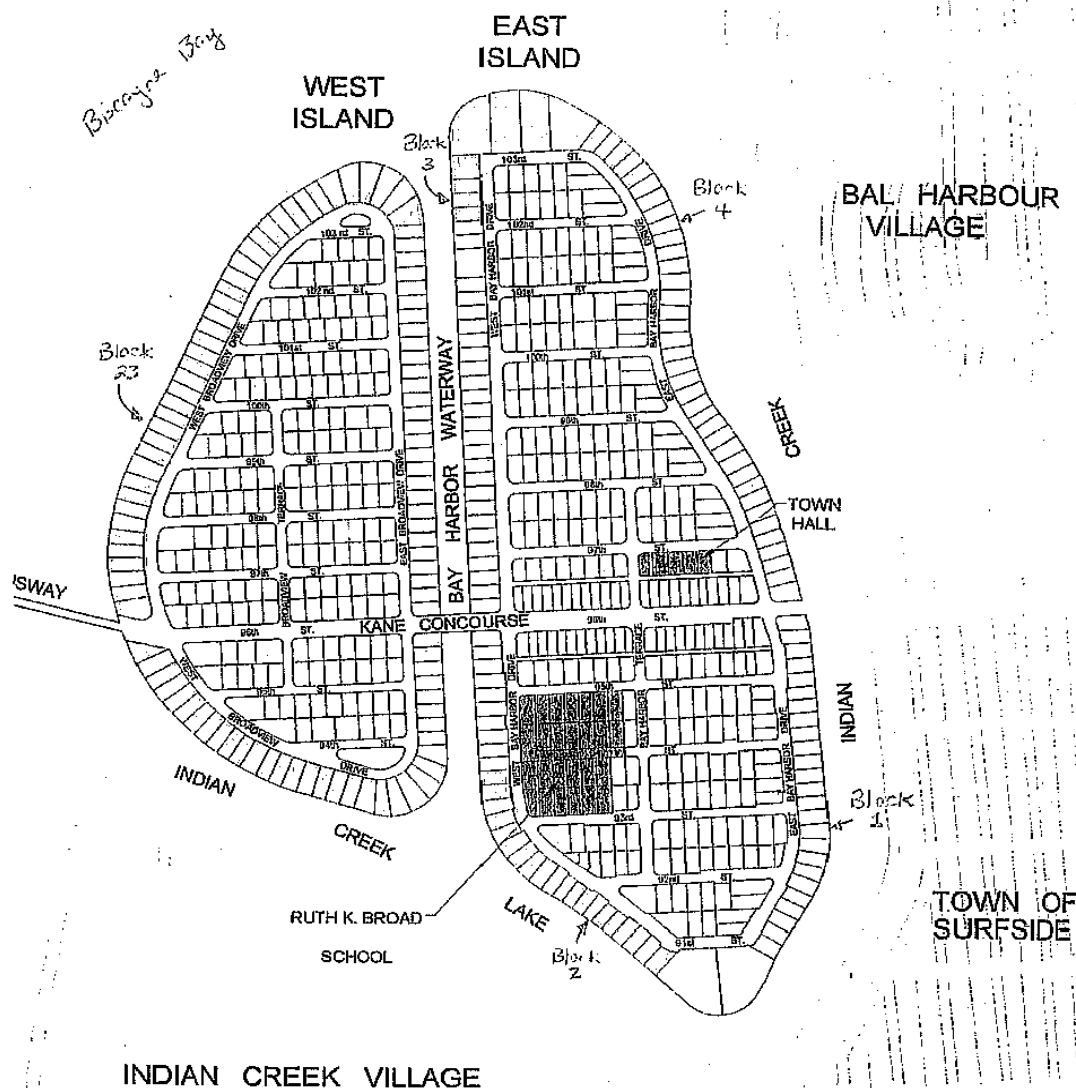
- (1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated landscaping, deteriorated fences, deteriorated roofs, deteriorated windows, deteriorated shutters, deteriorated screens, deteriorated exterior paint, deteriorated railings, deteriorated fascia boards, deteriorated exterior doors, deteriorated driveways, deteriorated parking areas, deteriorated garbage containers, deteriorated swimming pools and pool areas or any deteriorated part of structures to the extent it causes a blight on the neighborhood or endangers life or property. Deteriorated is defined as degeneration in the substance of the thing such as that arising from decay, corrosion, disintegration, lack of paint, broken parts, holes, or leaking in the case of roofs. No monkeys, apes, reptiles, horses, cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot.
- (2) Excepting as is otherwise provided in the "sign ordinance" of the town, which is now chapter 17 of the Code, no sign of any character shall be erected displayed or maintained on any of the vacant land in the town unless the maintenance or erection of such sign shall first have been specifically approved by the town council.
- (3) No weeds, brush or other unsightly growths, shall be permitted to grow or remain upon the land in the town, and no refuse pile or garbage pile or unsightly objects including but not limited to building materials and equipment if no building permit exists for improvement on said land or if a certificate of occupancy has been issued for improvements on said land, shall be allowed to be placed or suffered to remain thereon; and in the event that the owner of any land in the town shall fail or refuse to keep his land free of growths, underbrush or refuse piles or other unsightly growths or objects, including but not limited to building materials and equipment if no building permit exists or if a certificate of occupancy has been issued, then the town may enter upon said land and remove the same at the expense of the owner; and such entry shall not be deemed a trespass. This paragraph includes the requirement that the owner of any land in the town shall empty or secure with a cover, dumpsters containing construction debris and materials, as well as remove or otherwise tie and secure yard debris and other trash, including tree trimmings, within three hours after notice of a Hurricane Watch has been posted for Miami-Dade County, Florida. Said requirements shall remain in full force until notice of an "all clear" has been posted for Miami-Dade County, Florida.

The foregoing paragraph creates a civil liability in addition to the penalty provision of section 23-17. The civil liability of the owner for any expenses of the of the town in removal of the weeds, brush, refuse, piles, garbage piles, or other unsightly growths or objects, construction debris and materials, yard debris and other trash including tree trimmings, may be enforced in any court of appropriate jurisdiction in the state.

- (4) For the purpose of insuring the development of the town as an area of high standards, the town reserves the right and power to control the type, kind and character of buildings, structures and improvements which may be sought to be placed on any land in the town. Therefore, no building or structure may be commenced or begun until all plans and specifications therefor have been submitted to the town, and shall have been first approved by the town. Refusal of the town to approve any plans or specifications submitted to the town for approval may be based upon any valid reason or concern with the general welfare of the town, including but not limited to aesthetic grounds.
- (5) No tents or temporary accessory buildings or structures shall be erected on any land in the town without the prior written approval of the town.
- (6) (a) No boathouse or dock building shall be created on or adjoining any of the lots in the town, but a dock extending such as distance from the line of the outside face of the seawall cap of the waterfront lots as may be approved by the town manager may be permitted, provided:

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- (i) No deck of any dock shall be higher than the existing height of the seawall cap, or a retaining wall attached directly to the seawall cap, or a retaining wall abutting the seawall; provided, however, if a property has a deck and/or walkway in the adjacent yard and wishes to carry the same material across the seawall cap onto the dock so that there is an unbroken appearance between the deck and/or walkway and dock with respect to materials, the dock may be higher than the seawall cap, but not to exceed 6.5 feet above mean sea level (MSL);
 - (ii) No dock or deck constructed within the town shall bear any weight upon the seawall or seawall cap unless structural calculations (including vertical and lateral) are presented to the town by a licensed professional engineer. The engineer shall certify that the additional loading (including vertical and lateral) presented by the proposed dock is within the design loading calculations of the seawall;
 - (iii) No dock shall extend more than 25 feet beyond the outside face of the seawall cap, except as provided hereinafter;
 - (iv) As to those docks projecting into the Bay Harbor Waterway between the east island and the west island, none shall extend more than 15 feet beyond the outside face of the seawall cap. This restriction specifically applies to lots one through 12 in block two; lots one through 32 in block three; and lots one through 28 and lots 96 through 104 in block 23;
 - (v) No dock which extends more than eight feet beyond the outside face of the seawall cap shall have a width of more than four feet, and shall have no obstructions to such width such as storage bins, benches, etc.;
 - (vi) No cover shall be permitted to be erected in connection with any dock;
 - (vii) No part of any dock shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the dock;
 - (viii) No boat landing, dock or pier shall be constructed until the plans and specifications therefore shall have been approved in writing by the town manager; and
 - (ix) No portion of any vessel shall extend more than 30 feet beyond the outside face of the seawall cap in the Bay Harbor Waterway;
 - (x) Notwithstanding the above provisions as related to the allowable projection of docks from the outside face of a seawall, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site;
 - (xi) The minimum height of a dock surface (top) extending seaward of a seawall shall be at least five feet above mean sea level (MSL), unless otherwise approved by the applicable regulatory agency (Miami-Dade DERM/US Corp of Army Engineers).
- (b) Boat lifts and/or davits shall be permitted to be constructed and/or installed on or upon adjoining waterfront properties, subject to the following provisions:
- (i) Boat lifts and/or davits: Any device used to raise and/or lower a boat, or other water vehicle to and/or from the surface of the water.

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- (ii) Boat lifts and/or davits shall not be constructed nor installed in such a manner which would allow any portion of the boat lift or davit or watercraft lifted or suspended from same to be any closer than ten feet to a line formed by the projection of the side property lines of the lot.
 - (iii) No portion of a boat lift or davit shall extend more than 25 feet beyond the outside face of the seawall cap.
 - (iv) No boat lift or davit shall be constructed or installed with any attachment or fastening to the seawall or seawall cap. Boat lifts and davits shall be structurally self-supporting and not dependent upon the seawall or seawall cap for structural integrity.
 - (v) No cover or canopy shall be permitted to be erected in connection with any boat lift or davit.
 - (vi) No boat lift or davit shall be constructed or installed until the plans and specifications therefore shall have been approved in writing by the town manager.
- (7) No boat canal or other waterway shall be dug or excavated into any of the waterfront lots. No ramp for aircraft shall be built without the approval in writing of the town. The town shall have the right to regulate the size and types of boats, yachts, or vessels which may be moored to any dock or mooring along the waters adjacent to the town, regardless of the location.
- (8) No mooring piles shall be placed more than 40 feet beyond the outside face of the seawall cap of any lot, provided however, no mooring piles shall be placed more than 30 feet beyond the outside face of the seawall cap of any lot on the Bay Harbor Waterway between the east and west island, and no mooring pile shall be nearer than seven and one-half feet to a line formed by the projection of the side lot lines to the lot. Notwithstanding the above provisions, because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay and the Bay Harbor Waterway, the Miami-Dade Department of Environmental Resource Management (DERM) may require alterations to the above stated criteria. Any variation from the above criteria shall require an owner to request and receive a variance from the town council prior to any construction commencing on a dock structure. Such variances shall be on a case-by-case basis, the application shall be accompanied by an environmental assessment from DERM of the waterway adjacent to the subject property, and any town approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.
- (9) No lot or parcel shall be increased in size by filling in the waters on which it abuts.
- (10) No seawall shall be erected, constructed or repaired in the town or adjacent thereto unless and until its location, design, materials, structures, strength, etc. shall have been approved in writing by the town.
- (a) Seawall permit for use of municipal seawall. Any person needing to access a municipal seawall shall first obtain a permit and register with the town. In addition to a permit fee, the town might require the posting of a bond.
 - (b) *Damaging municipal seawall.* Any person injuring or damaging a municipal seawall shall be liable and shall immediately reimburse the town in an amount equal to the cost of repairing such damage or injury. The town shall have a specific lien on any vessel and its equipment that shall damage a municipal seawall due to the negligence in its operation or handling.
 - (c) *Height of seawalls.* The elevation at the top of any seawall cap shall be 5.50 feet above mean sea level (MSL). Notwithstanding the above, the following properties that experience more frequent and turbulent wave action from Biscayne Bay may elect to raise the top of a seawall cap to 6.0 feet above MSL: Lots 11 through 29 of Block 2; Lots 1 through 4 of Block 3; Lots 1 through 5 of Block 4; Lots 29 through 95 of Block 23; and Tracts C through F, as denoted on the plat of "Bay Harbor Island" according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County.



- (d) *Design, construction of seawalls.* All seawalls shall be designed and certified by a registered engineer and constructed by a licensed contractor.
- (e) *Completion of construction, approval.* Seawalls, when completed and backfilled to grade shall be plumb and the coping straight before its final acceptance and release of bond by the Town.
- (f) *Extension of seawall into waterways.* No part of any seawall, including slabs, may extend beyond any lot line into any waterway. Piles and the cap beam may encroach into the adjoining waterway, if approved by the town and regulatory agency having jurisdiction.
- (g) *Construction methods.* Seawalls shall be constructed of reinforced concrete, with a cap beam and supported on concrete pilings driven to bedrock. Seawalls shall penetrate into the soil at least two feet. No rip-rap shall be permitted in place of a seawall; however, rip-rap may be installed adjoining a seawall if approved by the town and regulatory agencies having jurisdiction. If a seawall is replaced all existing tie backs shall be removed. Property owners are encouraged to remove failed tie backs when possible due to frequent system failures and damage caused on upland lands.

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- (h) *Non-conforming seawalls.* Existing seawalls and construction methods other than specified herein shall be allowed to remain as non-conforming structures and may continue to be repaired. Property owners are strongly encouraged to reconstruct and/or raise older low elevation seawalls to the heights specified in subsection (c) above and remove failed tie back systems as opportunities occur to increase flood protection and safeguard properties.
- (11) It shall be unlawful and a public nuisance for any property owner in the town to permit, or to fail to repair or reconstruct, any failed seawall upon his property. It is further declared unlawful and a public nuisance for any property owner to fail to remove from his property or an adjacent body of water the debris and rubble of any failed seawall.
- (12) The finished grade of any lot in the town may not be increased above the base flood elevation (BFE) prescribed by United States, state or county flood-control laws or regulations. All yards shall be sloped so as to drain to the street drainage gutter, seawall or on-site retention/discharge system, and shall not drain into adjacent property. Finished grades at adjoining lots shall be equal unless the town council approves a retaining wall system. All swale areas within adjoining roadways adjoining lots and yard areas adjacent to seawalls shall be designed to provide retention for sediments prior to discharge to meet NPDES permit requirements
- (13) The area of any lot, improved or unimproved, shall not be reduced or diminished so that the area of the lot is less than originally platted or as follows:
- (a) In the "RM-1" and "RM-2" Multiple-Family districts, the area of no lot shall be reduced to less than 11,250 square feet.
- (b) In the "RD"-Single Family district, the area of no lot shall be reduced to less than 10,000 square feet, except the area of Lots 1 to 28, inclusive, and Lots 96 to 104, inclusive, which shall not be reduced to less than 11,250 square feet, and Lots 29 to 95, inclusive which shall not be reduced to less than 13,125 square feet.
- (c) In the RM-3 Multiple-Family district, Tracts A, B, C, D, E, or F shall not be subdivided without prior approval by the town council of a subdivision plat. In any event, all lots in such subdivision shall contain a minimum of 11,250 square feet.
- (14) No kitchen or cooking facilities may be contained in any accessory building, but may only be contained in the main building on any building site.
- (15) Projections into setback areas:
- (a) Notwithstanding anything to the contrary set forth in this subsection, the following are permitted:
- i. On the West Island in waterfront homes, balconies having accessibility from within the building may project into the front yard setback areas not more than four feet; provided there shall be not less than eight feet clear headroom under such projection and providing that such balconies shall not be screened, shuttered or enclosed in any fashion.
- ii. On the West Island in waterfront homes which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the front yard setback area not more than four feet.
- iii. On homes on the West Island which are on interior lots, which have a second story with an area of over 1,500 square feet, an exit staircase may project from the second story into the rear yard setback area not to exceed four feet.
- iv. None of the foregoing subsections i., ii. or iii. shall permit any portion of the balconies or staircases to project into any side yard setback.

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

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

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

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

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

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

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

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

- vii. On the East Island for RM-3 (waterfront) tracts, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall not be permitted.
- viii. On the East Island for Gateway "G" zoned lots, balconies extending from the exterior walls of the main building into the minimum front, side and rear yard areas shall be permitted. Balconies may project into the minimum front (street) yard or rear yard areas by not more than four feet.

Balconies may project into the minimum side yard areas by not more than two feet. Notwithstanding the above, the town may approve variations to the above balcony projections, except for road right-of-way encroachments, as part of a site development plan.

- (b) No steps or platforms over three feet in height above the base flood elevation (BFE) shall extend into side, rear or front yard setback areas. Steps or platforms not exceeding three feet in height may be railed, provided that such railing shall not exceed in height above the base flood elevation (BFE), specified for walls in that district, and further, that there shall be clear, unobstructed passage of not less than three feet between such projection and the lot line adjacent. No portion of a sidewalk shall be constructed closer than three feet to a side lot line, five feet to a rear lot line nor closer than 15 feet to a front lot line, except for a public sidewalk parallel to the street and/or swale parking areas as part of a town-wide pedestrian plan. This provision shall not preclude a sidewalk placed perpendicular between the front lot line and building. No sidewalk shall exceed five feet in width.
- (c) Areaways, steps to basements and similar features will be permitted in side and rear yard areas, providing that no part of such feature shall exceed in height, three feet above grade, and further provided that there shall be a clear unobstructed passage of not less than five feet between such features and the lot lines adjacent. On corner lots, steps extending to more than four feet from the main building and not more than three feet in height above grade, leading to the basement or ground floor may be constructed in the front yard setback area parallel to the side yard setback areas.
- (d) Open-type, metal fire escapes may project four feet into side and rear yard setback areas, provided that the bottom run shall be counter-balanced and that when the bottom run is up there shall be at least nine feet of clear headroom below it. The bottom run shall be adjacent to the building and shall be so arranged that when down, there shall be at least three feet of clear unobstructed passage between it and the lot line adjacent. No open type, metal fire escapes shall be permitted in RD or RE districts. In RBA-Tract district that shall be permitted only on buildings designed for business or commercial use and then only on specific permission and approval as to location and design by the town council.
- (e) No main walls of any building shall encroach on setback areas; but eaves may project into setback areas which abut interior lot lines not more than three feet, and into setback areas which abut on street, alleys or waterways not more than four feet. **Other architectural features and accessory structures shall be regulated as follows:**
 - i. Chimneys may project into setback areas a distance not to exceed two feet. The width of the projecting chimney shall not exceed six feet.
 - ii. Planting bins on ground floor no higher than three feet will be permitted to project into setback areas. Such planting bins no higher than three feet, may project into the side yard setback areas to a point no closer than five feet from the lot line; and they may project into the front and rear setback areas a distance of not more than five feet.
 - iii. **Notwithstanding the provisions of subsection (19), certain open, airy and decorative structures such as freestanding canopies and awnings, thatched huts, pool cabanas, fixed umbrellas and gazebos may project into the rear and side yard setback areas (or into the front and side yard setback areas of waterfront lots) to a point no closer than five feet from the lot line or the seawall for waterfront lots, subject to written approval by the Design Review Board as required in accordance with the criteria and procedures set forth in section 5-23 of the Code and subsections thereto. Notwithstanding the foregoing, no such open, airy and decorative structure shall be installed or maintained which protrudes or extends beyond the imaginary extension of a line from the front wall of any building or structure to the side yard property line of said building or structure.**

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- iv. A trellis shall be defined as an open, airy structure of thin wooden or metal strips crossing each other in an open pattern of squares, diamonds, etc., such as a lattice, on which vines or other creeping plants are growing, so as to cover and camouflage in whole or part, the trellis. Structures meeting this definition may project in the rear and side yard setback areas (or into the front and side yard setback areas of waterfront lots) to the lot line or seawall for waterfront lots, in accordance with the criteria and procedures set forth in section 5-23 of the Code and subsections thereto.
 - v. Architectural features such as canopies attached to structures, planting bins, decorative balconies, oriel windows and cornices, may project into setback areas which abut interior lot lines not more than two feet and into setback areas which abut on streets, alleys, or waterways not to exceed four feet; provided that there shall be no less than eight feet clear headroom under such projection. No decorative balcony may be enclosed or screened if it projects into the setback areas as above described, nor shall such balcony have any means of access from the building to which it is attached.
 - vi. Porticos shall be defined as a structure consisting of a roof supported from above or below or cantilevered, only for the protection of vehicular driveways, at the main entrance of hotels, apartment buildings, and single family residences. The portico shall give the appearance of being an integral part of the original structure to which it is attached and its architectural style, as well as materials, must be such that will complement, enhance, and blend with that of the main structure. Such porticos shall at no time be enclosed or transformed into anything other than for the protection of vehicular driveways. Porticos shall be permitted on the West Island to extend into setback areas which abut on a street, provided the projection shall not exceed 20 feet into the setback area, and the width shall not exceed 33.33 percent of the front footage of the building to which the portico is attached. Porticos shall be permitted on the East Island to extend out from the building wall for a distance not to exceed 20 feet, and the width shall not exceed 25 feet. For the purpose of measuring the maximum allowable width of a portico with ground-mounted support columns, the maximum width shall be measured from the inside edge of any such support columns. Provided however, no portico shall be constructed into property dedicated to the town for parking purposes. The construction of porticos shall be subject to prior approval of the Design Review Board as provide in section 5-23.1 of the Town Code.
 - vii. Covered pedestrian walkways, only in connection with hotels, apartment buildings and business buildings, may be erected in setback areas which abut on a street; provided, no part of the walkway may be located on public right of way and further provided that the location, size, materials, design and overall appearance of such structures or canopies must be approved by the Design Review Board.
 - viii. Anything to the contrary in this Code notwithstanding, roofs of buildings in the B-1, Business district, may project into setback areas not to exceed five feet.
- (f) Open terraces projecting into the front yard setback areas shall not exceed in height two feet above grade and the railing of such terrace shall in no case be more than three feet above the terrace. Where necessary to provide access through side yards, terraces shall be provided with steps or ramps and gates, not less than 36 inches in width. Such terraces may be used for dining provided they do not project into side yard setback areas.
 - (g) Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on any waterfront or nonwaterfront lot with following restrictions:
 - i. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on waterfront lots on the side which abuts the water with the following restrictions:
 - a. They must not exceed two feet above finish grade.

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- b. They must not be closer than five feet to the seawall.
 - c. They must not be constructed in the side yard setback areas.
 - ii. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on waterfront lots on the side or sides which abut the street with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than 20 feet to the rear lot line.
 - c. They must not be constructed in the side yard setback areas.
 - iii. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on nonwaterfront lots on the side or sides which abut the street with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than 20 feet to the front yard lot line.
 - c. They must not be constructed in the side yard setback areas.
 - iv. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on nonwaterfront lots in the rear yard setback with the following restrictions:
 - a. They must not exceed two feet above finish grade.
 - b. They must not be closer than five feet to the rear yard lot line.
 - c. They must not be constructed in the side yard setback areas.
 - v. Swimming pools, hot tubs, Jacuzzi, or spas and equipment may be constructed in setback areas with the following restrictions:
 - a. Swimming pool, hot tub, Jacuzzi, or spa and pool equipment must not be closer than five feet to the side or rear yard lot line.
 - b. [Reserved.]
 - c. Swimming pool, hot tub, Jacuzzi, or spa equipment must be screened from sight from adjacent property and from the street when viewed from ground level.
 - vi. Except for the foregoing permitted construction and restrictions, no swimming pools, hot tubs, Jacuzzi, or spas or pool equipment may be constructed in any setback area.
 - vii. All swimming pools, hot tubs, Jacuzzi, or spas to be constructed in areas abutting a street shall be screened from the street by a wall or fence and landscaping so that the pool cannot be seen from the street. Further, there shall be full compliance with all provisions of the town's ordinances regulating fences and walls.
 - viii. The construction of swimming pool, hot tub, Jacuzzi, or spa decks shall be subject to prior approval by the town manager or the Design Review Board. Plans showing the location of new or replacement decks shall be provided to the building department prior to issuance of a permit. A sample of the decking material will be required when submitting an application.
 - ix. No portion of a swimming pool, hot tub, Jacuzzi, or spa deck shall be placed closer than five feet to a side or rear lot line. No portion of a swimming pool, hot tub, Jacuzzi, or spa deck shall be placed in the minimum front yard setback area.
 - x. Notwithstanding the above restrictions, a swimming pool, hot tub, Jacuzzi, or spas and/or swimming pool decking may be constructed in a street side yard of a corner lot in the RD Single-family district and RM-2 Multi-family district with the following restrictions:

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- a. Swimming pools, hot tubs, Jacuzzi, or spas, and swimming pool decking shall not be closer than five feet to the street side lot line.
 - b. Swimming pools, hot tubs, Jacuzzi, or spas, swimming pool equipment and swimming pool decking shall be screened from sight from adjacent property and from the street when viewed from ground level pursuant to the provisions of subsection vii above.
 - c. The street side yard is the yard area of a corner lot other than the yard that the front of the building faces. If a building is placed on a corner lot in an angled configuration the town will designate the front and street side yards. Swimming pool, hot tubs, Jacuzzi, or spas, and swimming pool decking shall not be placed in front yard areas on corner lots.
 - (h) Air conditioning equipment and duct work may be installed in the side yard setback areas with the following restrictions:
 - i. All replacement and new air conditioning equipment shall be installed in accordance with chapter [subsection] 7½-26(5) of the town's flood damage protection code;
 - ii. All replacement and new air conditioning equipment shall be screened from view from the street and from adjacent property, when seen by a person at ground level;
 - iii. No portion of air conditioning equipment and duct work shall protrude more than five feet from the wall of the structure into the setback area;
 - iv. All screening material shall be approved by the town and constructed in such a way to minimize sound transmission to adjoining properties, and may be constructed of one of the following:
 - 1. Decorative concrete block.
 - 2. Concrete block with stuccoed finish.
 - 3. Wood fencing.
 - 4. Lattice work with growing vines.
 - 5. Hedge material of a height at planting equal to 50 percent or more of the height of the installed air conditioning equipment.
 - 6. Other materials as may be approved from time to time by the Design Review Board.
 - v. Air conditioning screening shall be constructed in such a manner as to allow proper ventilation and service access. The service access shall not be visible from the front of the property;
 - vi. All replacement and new air conditioning equipment shall meet or exceed the minimum SEER ratings as determined by the current Florida Energy Code;
 - vii. Plans showing the installation of new or replacement air conditioning equipment shall be provided to the building department prior to issuance of a permit and shall include the following:
 - 1. Location of equipment on property with dimensions.
 - 2. Type of screening and material.
 - 3. Elevation of equipment.
 - 4. SEER rating.
 - 5. Sound rating in bels as contained in the current Unitary Systems Manufacturer's ARI standard rating.
 - (i) Within the B-1 Business district, decorative architectural features, including bay windows or showcase windows extending from the face of the main building facade shall be permitted to project into the

setback areas, but in no instance project across or into public sidewalks, alleys or streets. Bay windows and/or showcase windows may only be installed on building facades where the use of the land abutting the site or across a street is commercial. For clarity of this section a hotel is defined as a commercial use per the comprehensive plan. Such bay windows and/or showcase windows shall not be installed on building facades facing a residential use. On those specified streets where an average five-foot setback is permitted, not less than one foot of setback shall be provided between any such decorative architectural feature and/or window projection and a property line. All such bay windows and/or showcase windows shall be maintained in proper working condition and appearance with all lighting operational, no broken glass and all structural members and framing maintained. All items displayed within bay windows and/or showcase windows shall be limited to the ground floor and only those products or services owned or sold by a tenant within the building upon which the bay window and/or showcase window is attached.

Editor's note(s)—Ord. No. 866, § 1(Exh. A), adopted Nov. 10, 2008, added subsection (i)(ix) to subsection 23-12(15). The city has clarified that the material is to be codified as 23-12(15)(i) as herein set out.

- (16) All plans submitted for a building permit shall include a plan showing proposed landscaping. The landscape plan shall identify the type, size and location of all plantings, trees and other associated features.
- (17) No lot in any block as platted on the plat of the subdivision of Bay Harbor Islands shall be divided or subdivided so that any person whosoever shall own in area less than the whole of an adjacent platted lot; no person shall have the right to give or acquire, by deed, lease, mortgage or any instrument, which would have the effect of constituting a conveyance or transfer of title to land, either legal or equitable, as to the portions of any platted lot in any block of Bay Harbor Islands less in area than the whole of such lot. The provisions of this paragraph shall not apply to Tracts A, B, C, D, E, and F, according to the plat of Bay Harbor Islands. Notwithstanding the foregoing, it shall be permitted for an owner of a lot to acquire a one-half portion of an adjoining lot if, simultaneously therewith, the remaining one-half portion of such lot shall be acquired by the owner of the property adjacent to the remaining one-half portion. This is for the purpose of giving effect to ownership of a lot and one-half in the town which may be improved only as provided in section 23-10 and section 23-12.
- (18) No guest hotel room may be constructed without an adjoining private bathroom for exclusive use of occupants of that hotel room. All replacement and new air conditioning units shall comply with section 23-12(15)(h)(i), (ii), (iv), (v), (vi), (vii).
- (19) No awning or canopy shall be erected on any land or building in the Town of Bay Harbor Islands without a prior approval of the town manager of the town. No awning or canopy shall be erected in any side yard setback. No awning or canopy shall be erected in any front yard setback except in waterfront lots. No awning or canopy shall extend more than five feet into the front yard setback area in waterfront lots. No awning or canopy shall extend more than five feet into any rear yard setback area. No awning or canopy made of canvas shall be erected on any land or building in the town as a carport or shelter for parked vehicles.
 - (a) If any awning or canopy erected outside of the BAA Business district of the town is not maintained in good condition as to material, frame, fastening and appearance, and if necessary replacements of such portions thereof as require replacing in the discretion of the town manager are not made, the awning or canopy shall be removed forthwith. If not removed forthwith, the town at its option may remove it at the cost of the permit holder or the owner of the premises.
 - (b) No awning or canopy shall be erected outside of the BAA Business district of the town bearing any sign. However, the awning or canopy may bear the name of the structure with which it is connected if the structure does not have a sign. All provisions of the town's ordinances regulating signs must be complied with.
 - (c) This ordinance [(a)—(d)] shall not apply to any awning or canopy (outside of the BAA Business district of the town) in existence at the time of the passage of this ordinance [No. 298] if that awning or

canopy complies with the law in effect when that awning or canopy was erected. If the preerected awning or canopy is not maintained in good condition with the necessary replacements, it shall be subject to all provisions of this ordinance [No. 298] as if it were not a preerected awning or canopy.

- (d) This ordinance [(a)—(d)] does not affect any awning or canopy in the BAA Business District of the town which is regulated pursuant to Ordinance No. 297 [(20) following], and Ordinance No. 297 regulating awnings or canopies in the BAA Business District of the town shall not affect any awning or canopy not in the BAA Business District.
- (e) If an awning or canopy is to be erected on an easement, the awning or canopy will only be permitted upon the execution in recordable form of an agreement by the owner of the property running with the land granting to the Town of Bay Harbor Islands, its successors or assigns, the right to examine, repair, replace or remove any utility equipment under any part of the awning or canopy, holding the town harmless for any damages to the awning or canopy of its supports in exercising such right, agreeing that the owner will pay his own costs in his own restoring of the awning or canopy or supports thereof, and agreeing that the owner will pay the town all the town's added costs in removing portions of the awning or canopy or supports thereof in the exercise of the town's right with respect to the utilities.

Editor's note(s)—The various ordinances amending this subsection (19) have, in many instances, continued previous ordinances in effect and therefore, at the editor's discretion, the designations of specific areas in subsection (19) have been retained and the area described in former subsection (20) combined herewith. The contents of Ord. No. 298 have been added to (19) as (a)—(d) at the editor's discretion. Ord. No. 297 has been inserted as a new (20) at the editor's discretion.

- (20) With respect to awnings and canopies sought to be erected on any land or building in the BAA Business district of the town:
 - (a) No awning or canopy shall be erected without prior approval of the town manager of the town.
 - (b) No awning or canopy shall be erected which extends more than three feet beyond the building line of any lot. Notwithstanding the foregoing, restaurants and sidewalk cafes shall be permitted to have retractable awnings and canopies or stationary awnings or canopies that extend beyond three feet as long as they comply with the Florida Building Code and other state and county laws.
 - (c) If any awning or canopy shall be erected and is not maintained in good condition as to material, frame, fastening and appearance, and if necessary replacements of such portions thereof as require replacing in the discretion of the town manager are not made, the awning or canopy shall be removed forthwith. If not removed forthwith, the town at its option may remove it at the cost of the permit holder or the owner of the premises.
 - (d) No awning or canopy shall be erected bearing any sign. However, the awning or canopy may bear the trade name of the establishment with which it is connected if the establishment does not have a sign on the same side of the building on which the awning or canopy is located. All provisions of the town's ordinances regulating signs must be complied with.
 - (e) Awnings placed on a building must be uniform as to color, style and shape as all other awnings on that same building.
 - (f) No awning or canopy made of canvas shall be erected on any land or building in the town as a carport or shelter for parked vehicles.
 - (g) This ordinance [(20)] shall not apply to any awning or canopy in existence at the time of the passage of this ordinance if that canopy or awning complies with the law in effect when that awning or canopy was erected. If the preerected canopy or awning is not maintained in good condition with the necessary replacements, it shall be subject to all provisions of this ordinance as if it were not a preerected awning or canopy.

Note(s)—See editor's note, (19) above.

- (21) Air-conditioning equipment and ductwork installed on the rooftop or on any portion of a single-family dwelling above the top floor in the town is hereby prohibited. Any permitted rooftop air-conditioning equipment in existence at the time of adoption of Ordinance No. 772 [May 9, 2005], shall constitute a nonconforming unit and shall be removed and replaced when the structure undergoes rehabilitation wherein the cost of rehabilitation is 50 percent or more of the assessed value of the existing structure as determined by the Miami-Dade County Property Appraiser's Office. As to all two-family, multifamily, commercial and any other land use or combination thereof, air-conditioning equipment and ductwork may be installed on the rooftop or on any portion of a building above the top floor provided the equipment and ductwork are so screened that they are not visible from the adjoining street or properties, and provided the screening is of such material and color that it matches or blends with the existing roof or portion above the top floor where it is installed. All installations of such air-conditioning equipment and ductwork, and the screening thereof, must be approved by the town manager or their designee prior to a permit being issued for such installation. This provision shall not be interpreted to require screening of air-conditioning equipment or ductwork from adjoining buildings that may exceed the height of the building upon which the equipment or ductwork is installed. In this instance, only screening to the maximum height of the equipment or ductwork is required from adjoining properties.
- (22) Walls and fences. The following provisions apply to the design, installation, location and maintenance of walls and fences:
- (a) *Approval of town.* No wall or fence of any kind shall be erected or maintained at any lot except as above set forth until the height, type, design, and location thereof shall have been approved by the [town]. Notwithstanding the above, walls will require approval by the Design Review Board.
 - (b) *Maximum height of walls or fences; placement restrictions.* No wall or fence may be erected or maintained in any setback areas on any lot in the town higher than six feet above the average finished grade of adjoining lots, except privacy walls or fences abutting Kane Concourse may be seven feet; all heights measured from the ground at the base of the wall or fence to the highest point of the wall or fence and shall in all cases be uniform and follow the contour of the land. Minor variations in the height of portions of walls, not to exceed four inches in any ten-foot section of a wall, may be permitted due to changing slopes of lots. The town may approve decorative columns with a height not exceeding one foot higher than the wall or fence. If a fence or wall is proposed in a front or side street setback area adjacent to a street right-of-way, the fence or wall shall not be placed in the public right-of-way nor closer than two feet to the property line. Within the two-foot area, landscape materials of a design and quantity, as deemed necessary by the town, shall be required.
 - (c) *Child-safe latch on swimming-pool gates.* Any fence or wall installed at a property with a swimming pool must have a self-closing gate with a child-safe latch located at a minimum of four feet above grade.
 - (d) *Chain link fence or wire fence prohibited in front yard setback.* No chain link or wire fence shall be installed or maintained which protrudes or extends beyond the imaginary extension of a line from the front wall of any building or structure to the side yard property line of said building or structure ("front yard setback").
 - (e) *Vinyl-clad material required.* If chain link fencing is proposed for installation where permitted, only green or black vinyl-clad material shall be allowed.
 - (f) *Hedge material required for fencing and walls.* All fencing or walls must have hedge material installed simultaneously with the installation of the fence or wall. Said hedge must be planted along the entire length of the fence or wall, except at gate locations or as otherwise approved by the town, and shall have a height at the time of planting of at least 50 percent of the height of the fence or wall and must be installed a maximum of two feet apart, measured from the center of the plants. Planting materials

associated with fences or walls must be of a type that will grow to a height equal to or greater than the height of the fence or wall and shall be of a depth so as to engulf and hide the fence or wall. The location of any required hedge material shall be determined on a case-by-case basis. Hedges shall be kept and maintained in a neat and attractive manner. If the hedge deteriorates, new planting material to match the existing hedge shall be added.

- (g) *Hedge planting material required with certain fences or walls.* If a wall or fence is installed in the front (street) yard setback (or for corner lots the side yard facing a street) without fencing or wall material along the sides of the property, then the sides shall be planted with hedge material in accordance with the requirements stated in subsection (f) above.
- (h) *Permit required for walls or fences.* The installation or maintenance of any walls or fence shall require the application and receipt of a permit authorizing said installation. Each applicant for a permit authorizing said installation shall be required to submit to the town for its approval, prior to the commencement of such installation the following:
 - 1. A landscaping plan, indicating type, sizes and quantities of proposed landscaping materials to be used between the wall or fence and the street or adjoining properties.
 - 2. A color sample of the proposed stucco, plaster or other materials, or paint sample, representative of the proposed finish surface of the wall or fence.
 - 3. In the case of walls, architectural drawings indicating some type of architectural features such as banding, quoins, etc., on stuccoed walls. Said drawings shall clearly indicate the proposed shape and design of said wall. See below for minimum design standards.
 - 4. In the case of wood fences, a scale drawing, photograph or brochure of the proposed style, as well as a color sample of the paint or stain, shall be submitted to the town for approval.
 - 5. If any wall or fence is to be constructed on a common property line, written permission from any adjoining lot owner shall be required to be submitted to the town with the permit application to construct, finish and/or maintain the exterior of the wall facing the adjoining owners lot. Any damage done to an adjoining owners property shall be repaired and/or replaced by the applicant.
- (i) *Minimum design standards for walls or fences.* The design of any wall or fence shall comply, at a minimum, with the following design standards:
 - 1. If walls are to be stuccoed, they must be finished and architectural features shall be required on both sides of a wall (facing interior of lot as well as any adjoining lot, street or waterway). Plain walls with large unbroken surfaces shall be prohibited. The architectural design of the wall/fence shall be compatible with the main building architecture.
 - 2. The use of brick, stone, coral, glass block, metal or other decorative material is encouraged.
 - 3. The finished side of a wood fence shall face the street or any adjoining property with any exposed structural columns facing the interior of the lot.
 - 4. If any wall or fence is to be constructed on a common property line, all improvements including support structures (footers, etc.) shall be placed on the applicant's property and may not encroach onto any adjoining owners property, without the adjoining property owners written consent.
 - 5. For those portions of walls/fences within the front setback area (adjoining any street), the following additional design standards are established to avoid the appearance of large expanses of solid wall/fence surfaces:
 - a) A maximum of three (3) feet of solid opaque wall/fence surface above grade shall be permitted, except as provided hereinafter.

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- b) The balance of allowable wall/fence height up to the maximum heights may be constructed of non-opaque material such as wrought iron, aluminum, decorative open weave concrete or clay products, glass block and similar materials.
 - c) Not more than 75 percent of any such overall wall/fence surface shall be opaque. Notwithstanding the above, portions of solid walls/fence surfaces not exceeding eight feet in width may be permitted for screening of parking areas, provided the design of the exterior surface of the wall/fence facing a street is approved by the town.
 - d) The Design Review Board may grant exceptions to the above criteria for specific sites based on creative and compatible design solutions and location issues.
6. For walls/fences/hedges constructed on waterfront lots within the minimum rear setback area to the seawall, including any such wall/fence parallel to the seawall, or on a dock adjoining the seawall, at least 75 percent of that portion of the wall/fence and any hedge materials placed similarly, shall provide for see-through visibility to the adjoining water.

The town shall determine whether the installation and maintenance of a wall or fence (is) appropriate and harmonious to the other buildings, structures, walls, fences and overall design of the town. Prior to obtaining a permit, the applicant shall be required to submit a property survey to verify the proposed location of said fence or wall to the town. All fences and walls which require landscaping shall require prior approval of the town. If the application is approved by the town, a permit shall be issued for the installation and maintenance of the wall or fence.

- (i) *Application to waterfront properties.* With respect to waterfront properties, the provisions of this section shall apply to the rear yard setback, which is that portion of the property abutting the street.
- (23) It shall be the duty of the immediately adjacent property owner, lessee, or mortgagee to properly and adequately maintain the area between the designated roadway and the property line of such property, regardless of whether such area is landscaping, parking of any kind, or sidewalks, or any combination thereof.
- (24.1) *Shutters, screens, glass or any material which enclose balconies.*
- (a) "Shutters, screens, glass or any material not flush with all original exterior walls of the building" are defined as covers, whether solid or partly solid, screens, glass, or any material any part of which projects beyond the original exterior walls of the building more than one inch.
 - (b) "Shutters, screens, glass and any material enclosing balconies" are defined as covers, whether solid or partly solid, screens, glass or any material placed on or near the perimeter or edge of balconies in such a manner as to partially or completely enclose the area contained on the balcony, thereby creating an enlarged, enclosed floor area of a building beyond its original exterior walls.
 - (c) No shutters, screens, glass or any material enclosing balconies or no shutters, screens, glass or any material not flush with all original exterior walls of the building may be installed on any building in the town. This prohibition shall not affect any shutters, screens, glass or any material which have been installed pursuant to a valid permit of the town prior to the passage of this subsection. Shutters shall be installed as close as practical to door openings. An illustration containing examples of prohibited and permitted installations is incorporated herein.
 - (d) Shutters, screens, glass and any material enclosing balconies shall be subject to prior approval by the town manager or the Design Review Board. See subsection (24.3) below for the town's approval process.
 - (e) No balcony may be enclosed by jalousies or other types of windows. No wall and/or railings surrounding the balcony shall exceed four feet in height from the balcony floor surface.

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- (f) Balconies may be screened only if all balconies on a building are screened at the same time. The architectural style and appearance of any screening shall be the same for all units in the building. If screening of balconies is provided the enclosed balcony must meet the primary building setback requirements.
 - (g) Balconies may be used for outdoor living and may contain lawn furniture and plants; however, plants shall not be placed on balcony railings, furniture or external ledges of said balcony so as to avoid objects falling.
 - (h) Balconies shall be specifically prohibited for the use of storage, mechanical equipment including air-conditioning units, laundry drying, barbecuing or cooking and sleeping quarters. Balconies are intended to be used for occasional use and as such, those activities that may lead to noisy or unsightly conditions to neighbors or passersby; will endanger the safety of the building; or will create weight loads beyond which the balcony was designed are prohibited.

(24.2) *Shutters, screens, glass or any material which enclose porches.*

- (a) "Shutters, screens, glass or any material not flush with all original exterior walls of the building" are defined as covers, whether solid or partly solid, screens, glass, or any material any part of which projects beyond the original exterior walls of the building more than one inch.
- (b) Shutters, screens, glass and any material enclosing porches or in openings to porches from the building exterior, installed in such a manner as to partially or completely enclose the area contained on the porch, thereby creating an enlarged, enclosed floor area of a building beyond its original exterior walls is prohibited. This provision shall not be construed to prohibit the uniform enclosing of porches into heated and/or air-conditioned living spaces if approved by the Design Review Board, provided all applicable principal building setbacks are met.
- (c) No shutters, screens, glass or any material enclosing porch openings not flush with all original exterior walls of the building may be installed on any building, unless otherwise approved by the Design Review Board. See subsection (24.3) below for the town's approval process. This prohibition shall not affect any shutters, screens, glass or any material which have been installed pursuant to a valid permit of the town prior to the passage of this subsection. An illustration containing examples of prohibited and permitted installations is incorporated herein.

(24.3) *Shutter appearance and approvals.*

- (a) All permanent shutters are to be uniform in color, material, design, configuration and type for each building. The building owners (sole owner, association, majority vote) shall select a uniform color, material, design, configuration and type of shutter for all units which shall be submitted to the town's Design Review Board for approval. Written evidence of the building owner's shutter selection shall be provided to the town as part of the application. The town is not obligated to approve the shutters as selected by the building owners and may require modifications for safety and appearance. Once approved by the town, all future shutter installations shall comply with the uniform design.
- (b) Permanently installed shutters, storage boxes and tracks should be installed and designed to compliment the principal buildings architectural design.
- (c) Permanently installed wood shutters are prohibited. This shall not be construed to prohibit decorative nonfunctional shutters consistent with the building's architectural design.
- (d) All decorative shutters maintained on the exterior of buildings for periods in excess of five business days, as opposed to temporary shutters installed for an impending storm event, shall be painted to match the exterior color scheme of the dwelling.
- (e) Roll-up or accordion shutters should match the window or door size exactly. No part of the shutter, storage box, track or associated hardware should damage or obscure architectural, historical or

decorative materials. Awnings or other decorative features are encouraged to screen the view of storage boxes or roll-up shutters.

(24.4) *Shutter placement and removal.* Hurricane shutters and/or hurricane resistant windows and doors are encouraged for all structures in the town. However, the placement and timely removal of shutters after storm events is essential for the safety of occupants and to preserve the high quality appearance of the community. It is prohibited to maintain storm shutters on a structure beyond the officially declared hurricane season, unless hurricane conditions are expected to occur within 36 hours. In accordance with the provisions in the Florida Building Code, it is prohibited to maintain storm shutters during hurricane season in a closed/secured position on a structure for periods in excess of five business days unless:

- (a) A hurricane occurs during the five-day period, at which point the five-day period begins anew the day after hurricane conditions have subsided;
- (b) Hurricane conditions are expected to occur within 36 hours after the fifth day;
- (c) The structure is used for residential purposes, but no person is in residence for a period in excess of five business days and the owner/occupant registers with the police department on a form prepared by the town; or
- (d) At least two means of ingress and egress are provided through a door, window or garage.

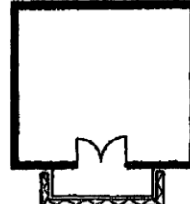
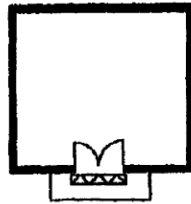
TOWN OF BAY HARBOR ISLANDS

Examples of Permitted and Prohibited Balcony and Porch Enclosures
(Note that some Porch Enclosures may be approved by Town – See Section 23-12(24.2))

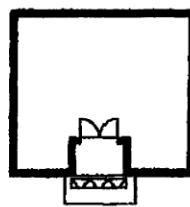
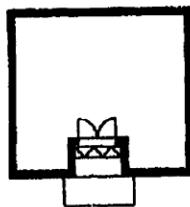
PERMITTED

PROHIBITED

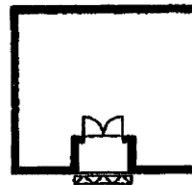
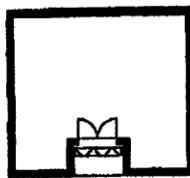
Example #1 Balcony



Example #2 Porch with Balcony



Example #3 Porch



FIGURES FEATURES



ENCLOSURE



BUILDING EXTERIOR WALL

(25) *Exceptions and guidelines from height limits.*

Single-family district. The height of all accessory roof structures in the RD single-family zoning district that are designed and utilized for any of the following may exceed the maximum allowable building height, provided such structure is architecturally compatible with the home design and the structure does not exceed five feet above that point of a flat roof or pitched roof utilized to determine building height, except as may be required to minimally comply with building codes for functional chimneys or similar features: chimneys, dormers, domes, spires, decorative architectural roof features, non-habitable structures such as a tower or cupola limited to a maximum of 100 cubic feet, weather vanes, flag poles, sun lights, ventilating roof vents, roof-mounted decorative or functional walls or fences for roof decks, solar energy equipment, telecommunication equipment and antennas. Other items such as, weather stations and the like may be attached in a stealth manner to one or more of the above referenced structures. No security cameras or other surveillance devices shall be attached to any of the aforementioned accessory roof structures extending above the maximum allowable building height. All such security cameras and surveillance devices must be mounted on the dwelling facade or fascia below the maximum roof height and shall not be mounted

to any roof surface. No equipment, fixtures or furniture shall be placed on any roof deck that exceeds the main roof height or any surrounding safety fence, railing or wall. All ventilating roof vents and equipment shall be painted to match the color of the roof material.

Business, causeway and multiple-family districts. The height of all accessory roof structures in the B-1, CA, RM-1, RM-2 and RM-3 zoning districts that are designed and utilized for the housing of mechanical equipment such as elevators, water storage, air conditioning and similar facilities, stairwells, chimneys, decorative architectural roof features, accessory recreational facilities, open-air trellis, canopies, fences, walls and similar facilities shall be limited to the following:

- (a) The structure is fully enclosed or screened and does not exceed 20 feet in height.
 - (b) The outside walls of the roof structure are set back a minimum of 15 feet from the exterior walls of the principal structure. This provision shall not apply to parapet walls located at the edge of the building facade, open-air trellis located on roof surfaces at least ten feet below the maximum allowable building height, elevator shafts, elevator machine rooms or stairwells, if approved by the town during the site plan approval process.
 - (c) No guest rooms, dwelling units, business establishments or other accommodations or public spaces, are contained within the structure. This restriction shall include enclosed exercise rooms, gyms, spas or other recreational facilities other than an open swimming pool, spa and deck areas. Notwithstanding the above, a maximum of two separate bathrooms (men/women/unisex) not exceeding the greater of 150 square feet in area each, or as otherwise required by the Florida Building Code to accommodate the minimum number of required fixtures based on occupancy and use, or to meet accessibility requirements for disabled persons (Chapter 11, Florida Accessibility Code) may be permitted, provided the exterior wall(s) of any bathroom structure are set back a minimum of 15 feet from the exterior walls of the principal structure. Bathroom facilities shall be integrated architecturally and structurally with other roof-mounted structures such as elevator shafts, stairwells or screened mechanical equipment areas, if possible, away from the edges of a building facade.
 - (d) Rooftop accessory recreational facilities shall be visually screened horizontally from neighboring properties by fences, walls or other screening materials or features that are no shorter in height than the object to be screened, all as approved by the town.
 - (e) Swimming pools, spas, accessory decks and any railings associated therewith shall not exceed five feet above the roof deck. Notwithstanding the above a safety railing, fence or wall surrounding a raised swimming pool, spa or deck as required by section 5-8 of the Town Code shall be permitted; provided however, such safety barrier is placed no closer than five feet to the edge of the roof and it is not visible above the parapet wall.
 - (f) Trellis, pergolas and similar structures shall not exceed ten feet in height above the roof deck.
 - (g) Skylights shall not exceed five feet in height above the roof deck.
 - (h) Parapet walls shall not exceed five feet in height as measured from the highest point of the roof deck to the highest point of the parapet wall. Notwithstanding the above provision, a parapet wall may exceed five feet in height to create architectural detailing on a building, if approved as part of a site plan by the town.
- (26) *Outdoor recreational game court facilities.* The following regulations shall apply to all recreational game court facilities, including but not limited to tennis, racquetball, handball, basketball, shuffleboard, children's multipurpose and similar facilities, or any combination thereof:
- a) In the RD district the only outdoor recreational game court facilities permitted are tennis, basketball and/or children's multipurpose facilities. Such facilities may be approved by the town subject to site

plan approval by the Design Review Board, except for a permanent or portable basketball pole installed in accordance with the provisions listed herein.

- b) In all other zoning districts any individual or combination of recreational game court facilities may be approved by the town subject to site plan approval by the Design Review Board.

Tennis courts.

- i) *Fencing.* The maximum height allowed for a tennis court fence shall be ten feet. Any such tennis court fencing shall be clad with either black or green vinyl on all posts and fence surfaces. Any fencing over five feet in height must be placed so as to comply with the minimum setback requirements within the district in which the tennis court is proposed.
- ii) *Playing surface location.* Within the RD district the playing surface of a tennis court may not be placed within 25 feet of a property line abutting a street or ten feet to either an interior side or rear property line. Within any other zoning district the playing surface of a tennis court may not be placed within the minimum base setback for the district in which the facility is proposed. The town council may consider variations to the above criteria for odd-shaped lots, corner lots or other special instances on a case-by-case basis through the submission of a variance application.
- iii) *Hours of operation.* The hours of operation of a tennis courts shall be between the hours of 9:00 a.m. and 10:00 p.m. during all days of the week. If any accessory lighting is provided the light fixtures shall not be illuminated outside of the hours of play specified herein. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate in the specified time period listed herein. The town manager may authorize the temporary use of a tennis court and/or lighting for special occasions outside of the times listed herein on a case-by-case basis after a written request to do so is submitted to the town and approved by the town in writing.
- iv) *Lighting.* If any accessory lighting is provided, the lighting fixtures shall not produce more than one-half foot-candle at any property line nor more than 75 foot-candles overall. All such lighting shall be equipped with a timer switch to ensure the lighting will be controlled to operate within the specified time period listed herein. The color of any lighting fixture or pole shall match the fence color. No portion of an exterior lighting fixture may exceed ten feet in a required yard area nor a maximum of 18.5 feet in height in the RD district nor more than 25 feet in any other zoning district and shall be aimed and/or provided with cutoffs so that the light source is directed to the outdoor recreational play court facility so as to minimize negative impacts to adjoining properties.
- v) *Screening requirements.* Sufficient landscaping (trees and/or hedges) shall be approved as part of the site plan, installed when the facility is constructed, and maintained to opaquely screen the fence and all activities from view. The landscaping shall be at least six feet in height at the time of planting and equal to and maintained at the height of the fence within one year of the installation.
- vi) *Miscellaneous requirements.*
 - 1) No portion of an exterior wall surface shall be used for a backboard or rebound wall or structure.
 - 2) If multiple platted lots, or portions thereof, are required to allow for the principal structure as well as any accessory uses and structures, including recreational game courts, a unity of title declaration acceptable to the town attorney shall be provided and recorded in the public records prior to the issuance of building permits. This provision shall not be interpreted to prohibit a freestanding recreational game court as a principal use, provided the lands upon which the recreational game court is proposed are adequate "as is" to accommodate the use (i.e. setbacks/screening) or a unity of title declaration acceptable to the town attorney is provided and recorded in the public records prior to the issuance of building permits.

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- 3) In determining the percentage of coverage of a lot by buildings the area of a recreational game court shall not be provided in such computation. Notwithstanding the above, sufficient drainage shall be provided on-site so as not to negatively affect adjoining properties or public roads.
 - 4) Any recreational game court facilities constructed on the rooftop of a principal or accessory structure shall comply with the provisions contained in subsection (25).

Basketball.

- i) Outdoor basketball poles, including moveable relocatable poles, shall not be installed or placed within public road rights-of-way.
- ii) No exterior lighting shall be allowed specifically for basketball use, except as approved by the town manager.
- iii) No driveway may be enlarged to serve as a basketball game court.
- iv) No striping (paint/decal) for any basketball game court shall be placed on any public roadway. No striping (paint/decal) for a basketball game court shall be placed on any private roadway, driveway or sidewalk without the prior approval of the town. Any such striping or markings shall be limited to inconspicuous colors.

Other game court facilities.

- i) No other type of outdoor recreational game court facilities shall be placed closer than the minimum specified base setbacks for the zoning district in which the facility is proposed.
- ii) No exterior lighting shall be allowed, except as specifically approved by the Design Review Board.
- iii) No driveway may be enlarged to serve as a recreational game court and no portion of a parking lot may be used as a recreational game court without the prior approval of the town.
- iv) No striping (paint/decal) for any recreational game court shall be placed on any public roadway. No striping (paint/decal) for a recreational game court shall be placed on any private roadway, driveway or sidewalk without the prior approval of the town. Any such striping or markings shall be limited to inconspicuous colors.
- v) Any accessory structures such as fences, canopies, etc. shall meet the minimum design standards and setback requirements listed in this section.

Nonconforming preexisting game court facilities. As to any outdoor recreational game court facilities that existed as of the date this subsection was adopted (November 9th, 2009), that were previously issued permits from the town, but are in some way in conflict with the provisions stated herein, those improvements shall be allowed to remain as nonconforming, if maintained in a safe and aesthetic manner. If an existing nonconforming outdoor recreational game court facility is altered, it must comply with the current town regulations, to the extent possible, and may be reestablished if in need of repair caused by normal wear and tear to the facility or acts of God. The Design Review Board shall review and approve any alterations to non-conforming outdoor recreational game court facilities. The Design Review Board is authorized to grant variations to the regulations listed herein above for nonconforming facilities. This shall not be construed to require a property owner seeking to repair a nonconforming outdoor recreational game court to file a formal zoning variance application, unless a request is being made to expand the nonconforming of the facility.

(Ord. No. 108, § 12, 6-10-57; Ord. No. 125, § 4, 1-12-59; Ord. No. 183, § 4, 11-9-64; Ord. No. 243, § 1, 5-13-71; Ord. No. 263, § 1, 10-9-72; Ord. No. 274, § 4, 2-11-74; Ord. No. 275, § 2, 2-11-74; Ord. No. 243, § 1, 5-13-74; Ord. No. 279, §§ 1, 2, 8-12-74; Ord. No. 297, § 1, 3-8-76; Ord. No. 298, §§ 1—5, 5-10-76; Ord. No. 299, § 1, 6-14-76; Ord. No. 309, § 1, 10-11-76; Ord. No. 311, § 6(e), (g), 11-8-76; Ord. No. 318, §§ 1, 2, 6-13-77; Ord. No. 326, § 1, 10-10-77; Ord. No. 337, § 1, 10-9-78; Ord. No. 338, § 1, 10-9-78; Ord. No. 458, §§ 1—3, 11-9-87; Ord. No. 545, § 2, 12-13-93; Ord. No. 551, §§ 1, 2, 6-13-94; Ord. No. 570, §§ 1—5, 4-10-95; Ord. No. 569, § 1, 5-10-95; Ord. No. 576, § 1, 9-11-

95; Ord. No. 586, § 1, 10-9-95; Ord. No. 589, § 1, 4-8-96; Ord. No. 592, § 4, 7-8-96; Ord. No. 608, § 1, 11-12-96; Ord. No. 615, § 1, 4-14-97; Ord. No. 624, § 1, 11-10-97; Ord. No. 629, §§ 1—4, 2-9-98; Ord. No. 638, § 1, 9-14-98; Ord. No. 640, §§ 1—3, 12-14-98; Ord. No. 646, § 1, 3-8-99; Ord. No. 648, § 1, 6-14-99; Ord. No. 651, § 1, 7-12-99; Ord. No. 661, § 1, 4-10-00; Ord. No. 664, § 1, 7-10-00; Ord. No. 683, § 1, 7-9-01; Ord. No. 689, §§ 1, 2, 9-10-01; Ord. No. 725, § 1, 9-8-03; Ord. No. 749, § 1, 8-16-04; Ord. No. 772, § 1(Exh. A), 5-9-05; Ord. No. 775, § 1(Exh. A), 6-20-05; Ord. No. 776, § 1(Exh. A), 9-12-05; Ord. No. 785, § 1(Exh. A), 11-14-05; Ord. No. 808, § 1(Exh. A), 10-9-06; Ord. No. 830, § 1(Exh. A), 1-14-08; Ord. No. 849, § 1, 9-8-08; Ord. No. 852, § 1, 9-8-08; Ord. No. 853, § 1, 9-8-08; Ord. No. 865, § 1(Exh. A), 11-10-08; Ord. No. 866, § 1(Exh. A), 11-10-08; Ord. No. 893, § 1(Exh. A), 11-9-09; Ord. No. 898, §§ 2(Exh. A)—5(Exh. A), 4-12-10; Ord. No. 899, § 1(Exh. A), 5-10-10; Ord. No. 914, § 1(Exh. A), 8-8-2011; Ord. No. 922, § 1(Exh. A), 10-10-2011; Ord. No. 927, § 1(Exh. A), 11-14-2011; Ord. No. 958, § 2(Exh. A), 12-9-13; Ord. No. 971, § 1(Exh. A), 11-10-14; Ord. No. 975, § 1, 4-13-15; Ord. No. 988, § 1(Exh. A), 2-8-16; Ord. No. 991, § 1(Exh. A), 8-8-16; Ord. No. 1035, § 1(Exh. A), 9-9-19; Ord. No. 1075, § 2(Exh. A), 6-29-22)

Editor's note(s)—Ord. No. 922, § 1(Exh. A), adopted Oct. 10, 2011, set out provisions amending subsection 23-12(11)(c). To preserve the current subsection numbering, and at the editor's discretion, these provisions have been included as subsection 23-12(25)(c).

Subsequently, Ord. No. 927, § 1(Exh. A), adopted Nov. 14, 2011, set out provisions amending subsection 23-12(11). Again, at the editor's discretion, said provisions have been included as subsection 23-12(25).