

TOWN OF BAY HARBOR ISLANDS

May 8, 2017

AGENDA

STATEMENT OF DECORUM

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

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Legislative Report - State Representative Joseph Geller
2. Formal presentation of the Town's Comprehensive Annual Financial Report for the year ended September 30, 2016. The report was issued March 31st and provided to the Mayor and Council at that time. Mr. Michael Futterman of Marcum LLP represents the Town's auditors.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

3. Report on investment performance. Mr. Dan Brea of BNY Mellon will provide a report on the period ended March 31, 2017.

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

PUBLIC COMMENT:

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

COMMITTEE REPORTS:

4. **Consideration and possible action** of a recommendation from the Parks and Recreation Committee to install 6 "Shuttle Stop" signs within the Town. Enclosed find a copy of the proposed signs and supporting documents.

STAFF RECOMMENDATION: Council Discretion

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.)*

5. **Approval** of a resolution and a Memorandum of Understanding (MOU) between the City of Miami Beach, North Bay Village, Town of Surfside, Bal Harbour Village, and the Miami Beach Chamber Education Foundation to implement a Nurse Initiative for the 2017-2018 school year. Enclosed find a copy of the Agreement.
6. **Approval** of a Mutual Aid Agreement between the City of North Miami Beach, Police Department and the Town of Bay Harbor Islands, Police Department. Enclosed find a copy of the proposed agreement.
7. **Approval** of resolution authorizing the Town Manager to execute an agreement between the City of North Miami and the Town of Bay Harbor Islands to dispense diesel and unleaded fuel as well as compressed natural gas in Emergency Situations for the operation of Town owned vehicles. Enclosed find a copy of the proposed resolution.
8. **Consideration** and **Approval** of a resolution requested by Council Member Tricoche opposing any religious or nationality based registration of persons entering the United States of America. Enclosed find a copy of the proposed resolution.
9. **Consideration** and **Approval** of an expenditure in amount of \$19,040 for the purchase of a new vehicle for the Code Compliance Department. There will be an additional cost for the delivery of the vehicle which is unknown at this time. This expenditure was budgeted for this year. Enclosed find a copy of the bid award contract from the Florida Sheriff's Association and supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

ORDINANCES ON SECOND READING:

10. **Consideration** and **Approval** of an ordinance on **second** reading requested by Council Member Yaffe amending the parking requirements for existing building uses. Enclosed find a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 23-24 OF THE TOWN CODE EXEMPTING EXISTING BUILDINGS IN THE B-1 BUSINESS DISTRICT FROM PARKING REQUIREMENTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approval

POLL VOTE

11. **Consideration** and **Approval** of an ordinance on **second** reading amending Section 2-1.1 of the Town Code regarding procurement limitations and competitive bidding. After this issue was discussed by the Town Council, Town Manager Wasson offered to review the current regulations with the Town Attorney and bring back an ordinance for Council consideration. Enclosed find a copy proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 2-1.1 REGARDING PROCUREMENT LIMITATIONS AND COMPETITIVE BIDDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

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

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

STAFF RECOMMENDATION: Approval

POLL VOTE

DEFERRED ITEMS:

13. **Consideration** and **Approval** of a Business Tax Receipt (Mobile Permit) Application from EzFill-FL, LLC for an on-demand gas delivery service. Enclosed find a copy of the application and supporting documents.

STAFF RECOMMENDATION: Council Discretion

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

14. **Approval** of a request for an **extension** to close on a TDR agreement between JCG Bay Harbor, LLC. (Bijou development) and the Town. The Council gave the developer an extension to close on the TDR agreement until May 11th, 2017 and in consideration they have been paying 5% of the Purchase Price each month (\$11,875). Attorney Matthew Amster submitted a request on behalf of the developers for an additional extension of six (6) months to obtain a full building permit and has asked that the same arrangement be continued.

STAFF RECOMMENDATION: Council Discretion

15. **Consideration and Approval** of award of contract BHI-179 to Stone Concept Miami Inc. for repairs to the valley gutters on 95th Street, at the vehicular accesses for the Fire Department, in the amount of \$13,610. Enclosed find the cost estimate from Stone Concept Miami.

STAFF RECOMMENDATION: Approval

16. **Discussion and Approval** of Request for Proposal for landscaping and Irrigation maintenance for town properties and rights-of-way. Enclosed find a copy of the Invitation to Bid Package.

STAFF RECOMMENDATION: Approval

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

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

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 4.

ITEM: Consideration and possible action of a recommendation from the Parks and Recreation Committee to install 6 "Shuttle Stop" signs within the Town. Enclosed find a copy of the proposed signs and supporting documents.

DESCRIPTION:

At their meeting held on April 20, 2017, the Parks and Recreation Committee made a recommendation to the Town Council to approve the purchase and installation of 6 "Shuttle Stop" signs at the locations where the Town's shuttle makes scheduled stops. These signs would be installed at locations within the Town only to assist residents in identifying where they should wait for the shuttle.

Three written estimates were obtained and they are as follows:

- Graphplex Signs - \$4,860
- Signarama- \$3,510 (installation was not included)
- Metro Signs - \$2,241

If the Council accepts the committee's recommendation, staff recommends accepting the proposal submitted by Metro Signs in the amount of \$2,241. Since this item isn't budgeted, an appropriation from General Fund Reserves is required.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

An appropriation of \$2,241 is being requested for the purchase and installation of the 6 "Shuttle Stop" signs.

BUDGET IMPACT:

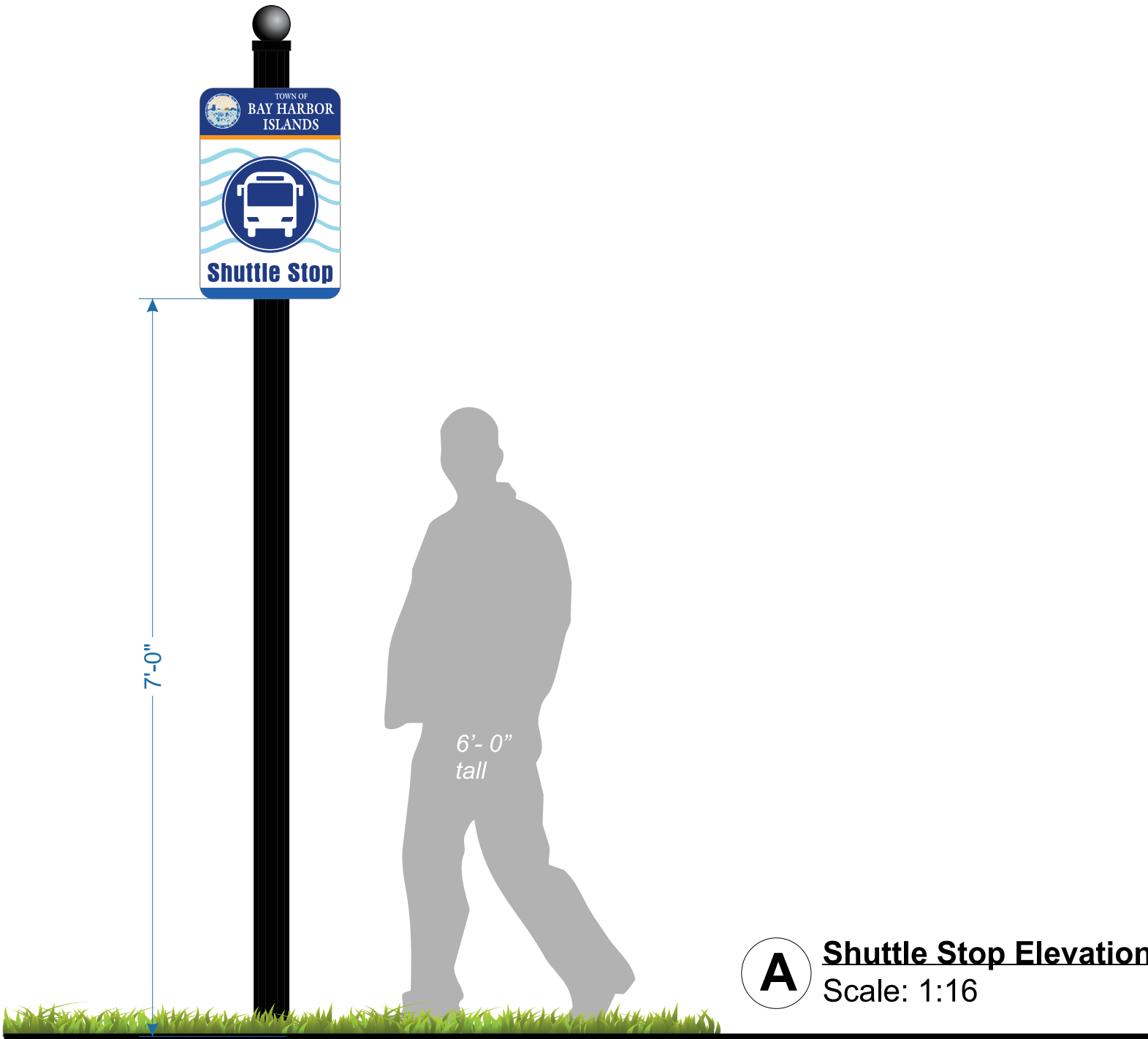
Submitted By: Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Shuttle Stop Sign Rendering	New Shuttle Stop Sign.pdf
2.	Proposal	Metro Quote.pdf

Town Shuttle / Bus Stop Sign Concepts

Digital vinyl adhesive print, matte laminated
on .090 aluminum



B Shuttle Stop Sign
Scale: 1:4

	CLIENT: PROJECT: ADDRESS:	☐ APPROVED AS SUBMITTED BY: _____ DATE: _____ ☐ APPROVED AS NOTED BY: _____ DATE: _____	
	SIGN TYPE: QUANTITY:	DATE: 11/01/2016 (edit VG, 3/30) FILENAME: Bay Harbor Islands / New Shuttle Stop Sign.cdr	PAGE: 01

**METRO SIGNS, INC.**

1220 South State Road 7
Hollywood, FL 33023
Ph: (954) 983-6662
FAX: (954) 674-2365
Email: info@metrosignsinc.com
Web: http://www.metrosignsinc.com

Estimate #: 2301

Page 1 of 1

Created Date:	4/18/2017 12:19:00PM	Prepared For:	Town of Bay Harbor Islands
Salesperson:	Shannon Mullings	Contact:	Bridget Anne Morin
Email:	Shannon@metrosignsinc.com	Office Phone:	(305) 866-6241
Office Phone:	(954) 983-6662 x209	Email:	bmorin@bayharborislands.net
Office Fax:	(954) 674-2365	Address:	9665 Bay Harbor Terrace
Entered by:	Shannon Mullings		Bay Harbor Islands, FL 33154

Description: Town Shuttle Bus Stop Stop Aluminum Signs and Poles + Installation

		Quantity	Price	Unit Price	Subtotal
1	Product: UV Prints Description: (6) Single Sided Aluminum Signs 16" x 24" • 6- 16 in (W) x 24 in (H) Single Sided Print(s) made from Aluminum .080 stock material	0	\$241.20	\$40.20	\$000.00
2	Product: UV Prints Description: (6) Single Sided Aluminum Signs 16" x 24" • 6- 16 in (W) x 24 in (H) Single Sided Print(s) made from Aluminum .090 stock material	6	\$330.00	\$55.00	\$330.00
3	Product: Item Description: (6) 8' black Aluminum posts // 4" diameter with black ball caps on top • 6 Ea., Aluminum Post with Ball Cap	6	\$1,536.00	\$256.00	\$1,536.00
4	Product: Display Installation Description: Installations - Poles with aluminum signs • Location: 3rd Party Location: 6 different locations Map attached to work order	1	\$375.00	\$375.00	\$375.00

Estimate Total:	\$2,241.00
Subtotal:	\$2,241.00
Total:	\$2,241.00
Deposit Required:	\$1,120.50

Payment Terms: Balance due upon receipt.**Client Reply Request**☐ Estimate Accepted "As Is". Please proceed with Order.☐ Other: _____☐ Changes required, please contact me.

SIGN: _____ Date: ____/____/____

Print Date: 4/20/2017 3:52:34PM

Signs. Graphics. Everything.

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 5.

ITEM:

Approval of a resolution and a Memorandum of Understanding (MOU) between the City of Miami Beach, North Bay Village, Town of Surfside, Bal Harbour Village, and the Miami Beach Chamber Education Foundation to implement a Nurse Initiative for the 2017-2018 school year. Enclosed find a copy of the Agreement.

DESCRIPTION:

The memorandum of Understanding (MOU) between the City of Miami Beach; Town of Surfside; Bal Harbour Village; North Bay Village and the City of Miami Beach Chamber of Education Foundation, Inc is to provide funding and implementation of a Nurse Initiative for the 2017-2018 school year. The program provides healthcare services to students attending the Ruth K. Broad K-8 Center.

This year contributions for each municipality has decreased due to unused funds that were carried over from the current school year. The Town shall provide funding in the amount of \$1,583.38 for the 2017-2018 school year.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This is a budgeted expense in the amount of \$1,583.38

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	MOU - Nurse Initiative	MOU- MBCEF RE- NURSE ENHANCEMENT INITIATIVE - 2017 - 2018 School Year.pdf
2.	proposed Resolution	Nurse Initiative - 2017-2018.pdf

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018**

This is a Memorandum of Understanding (“**MOU**”) made and entered into this _____ day of _____, 2017, by and between the **City of Miami Beach (“CMB”)**, **North Bay Village (“NBV”)**, the **Town of Bay Harbor Islands (“TBHI”)**, the **Town of Surfside (“TS”)**, **Bal Harbour Village (“BHV”)**, and the **Miami Beach Chamber Education Foundation, Inc. (“MBCEF”)** (collectively, the “**Parties**”), to provide for funding and for the implementation of a Nurse Enhancement Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children’s Trust (“TCT”)**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the “**Participating Municipalities**”); and

WHEREAS, following the Parties’ determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “**Participating Schools**”) did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative (“Nurse Enhancement Initiative”) for the 2015/2016 and the 2016/2017 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children’s Trust, were provided by The Children’s Trust via the new School Health Programs; and

WHEREAS, the Nurse Enhancement Initiative established at the Participating Schools for School Years 2015/2016 and 2016/2017 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2017/2018 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2017/2018 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Enhancement Initiative for the Participating Schools during the 2017/2018 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health and **TCT** shall provide certain schedules and reports as follows:
 - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the **Participating Schools** and to **MBCEF**; and
 - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2017, **MBCEF** shall provide funding to **TCT** for the 2017-2018 Nurse Enhancement Initiative in the amount of \$7,000. In addition, pursuant to paragraph 7 of the 2016/2017 Nurse Enhancement Initiative Memorandum of Understanding between the Parties dated July 26, 2016, unused funds in the amount of \$3,749.92 for **NBV**, \$2,083.62 for **TBHI**, \$2,083.62 for **TS**, and \$2,083.62 for **BHV** have been held in escrow by **MBCEF** and shall be credited toward their respective proportionate funding and applied to the Nurse Enhancement Initiative for the 2017/2018 School Year. The unused funds resulted from the licensed clinical social worker's placement in the **Participating Schools** for 19 instead of 44 weeks during the 2016/2017 School Year.
3. On or before October 31, 2017, the **Participating Municipalities** shall provide their remaining proportionate share of funds for the 2017/2018 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2017/2018 School Year shall be paid by October 31, 2017 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400.00;
 - ii) **NBV** shall provide funding in the amount of \$2,850.08;

- iii) **TBHI** shall provide funding in the amount of \$1,583.38;
 - iv) **TS** shall provide funding in the amount of \$1,583.38; and
 - v) **BHV** shall provide funding in the amount of \$1,583.38;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.
 5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
 6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
 7. In the event that any of the provisions in this **MOU** are not performed, or if the 2017/2018 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2018/2019 School Year, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2018/2019 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2018/2019 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2018/2019 Nurse Enhancement Initiative.

IN WITNESS THEREOF, the Parties hereto have caused this **MOU** to be executed by their respective and duly authorized officers as of the day and year first written above.

ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

ATTEST:

NORTH BAY VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal
Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

Town Attorney

ATTEST:

**TOWN OF SURFSIDE, A Municipal
Corporation of the State of Florida**

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal
Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017-2018.

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

WHEREAS, the Town of Bay Harbor Islands provides high quality and substantial services to the citizens of the Town through public educational benefits; and

WHEREAS, the City of Miami Beach, Florida, proposed a program to support the expansion of the school nurse system to the Town of Bay Harbor Islands, as set forth by the Memorandum of Understanding between the Town of Bay Harbor Islands, North Bay Village, Bal Harbour Village, Town of Surfside and the Miami Beach Chamber Education Foundation, from Miami Beach to the Town Manager of Town of Bay Harbor Islands, a copy of which is attached hereto and incorporated herein by reference.

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

1. The Town Council of the Town of Bay Harbor Islands supports the expansion of the school nurse system to the Town of Bay Harbor Islands, and to that end, hereby commits up to \$1,583.38 in funding.
2. The funding referred to above is subject to the condition precedent that the adjacent municipalities, Bal Harbour Village, Town of Surfside, and North Bay Village provide such support and funding.

PASSED AND ADOPTED this 8th day of May, 2017.

TOWN OF BAY HARBOR ISLANDS

BY: _____
MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 6.

ITEM: Approval of a Mutual Aid Agreement between the City of North Miami Beach, Police Department and the Town of Bay Harbor Islands, Police Department. Enclosed find a copy of the proposed agreement.

DESCRIPTION:

The agreement would permit operational assistance of routine law enforcement nature and intensive situations.

Enclosed find a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Mutual Aid Agreement	MAA- North Miami Beach PD.pdf
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**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI BEACH, FLORIDA AND
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this _____ day of _____, 2017 (Effective Date), by and between the City of North Miami Beach, Florida, a municipal corporation having its principal office at 17011 NE 19th Avenue, 4th Floor, North Miami Beach, Florida 33162, and the Town of Bay Harbor Islands, Florida having its principal office at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, state as follows:

RECITALS

WHEREAS, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida, and the City of North Miami Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Bay Harbor Islands Police Department or the City of North Miami Beach Police Department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Bay Harbor Islands, Florida, and the City of North Miami Beach, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Bay Harbor Islands, and the City of North Miami

Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the Town of Bay Harbor Islands, Florida, and the City of North Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.

9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken,

said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting Agency shall be under the immediate command of a supervising officer designated by the assisting Agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.

4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

- (a) Employees of the Town of Bay Harbor Islands and the City of North Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- (b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- (c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- (d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- (e) To the extent provided by applicable law, ordinance, or rule, the privileges and

immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

- (f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (g) Should the Town of Bay Harbor Islands receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of North Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the City of North Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Bay Harbor Islands shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request sharing, in writing

before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010}, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until September 1, 2020. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

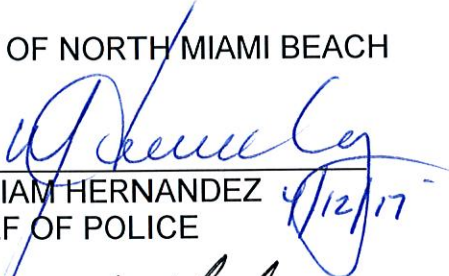
Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2017.

CITY OF NORTH MIAMI BEACH

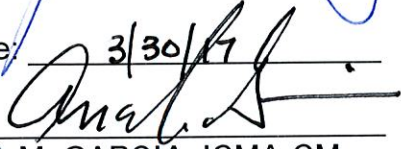
TOWN OF BAY HARBOR ISLANDS


WILLIAM HERNANDEZ
CHIEF OF POLICE

SEAN HEMINGWAY
CHIEF OF POLICE

Date: 3/30/17

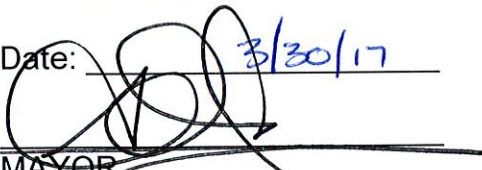
Date: _____


ANA M. GARCIA, ICMA-CM
CITY MANAGER

RONALD J. WASSON
TOWN MANAGER

Date: 3/30/17

Date: _____


MAYOR

Date: 3-30-17

ATTEST:


PAMELA LATIMORE
CITY CLERK

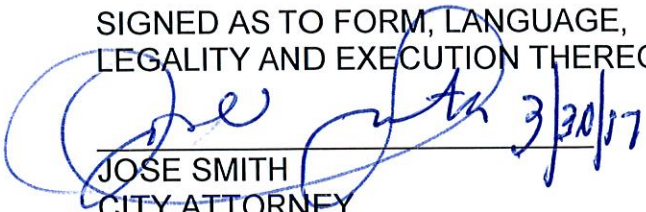
MARLENE M. SIEGEL
TOWN CLERK

Date: Apr. 11, 2017

Date: _____

SIGNED AS TO FORM, LANGUAGE,
LEGALITY AND EXECUTION THEREOF

SIGNED AS TO FORM, LANGUAGE
LEGALITY AND EXECUTION THEREOF


JOSE SMITH
CITY ATTORNEY

CRAIG SHERMAN
TOWN ATTORNEY

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 7.

ITEM: Approval of resolution authorizing the Town Manager to execute an agreement between the City of North Miami and the Town of Bay Harbor Islands to dispense diesel and unleaded fuel as well as compressed natural gas in Emergency Situations for the operation of Town owned vehicles. Enclosed find a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution would allow the Town Manager to execute an agreement with the City of North Miami to continue utilizing their fueling facility (1855 NE 142 Street) for dispensing diesel and unleaded fuel as well as compressed natural gas in emergency situations for the operation of Town owned vehicles.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposed Resolution	2017.04.05 City of NM fueling services.pdf
2.	Agreement	City of North Miami - Agreement.pdf

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE CITY OF NORTH MIAMI TO SELL AND DISPENSE DIESEL, UNLEADED FUEL, AND COMPRESSED NATURAL GAS TO THE TOWN FOR SERVICE VEHICLES OWNED BY THE TOWN.

WHEREAS, the City of North Miami has a fueling facility located at 1855 NE 142nd Street, North Miami, capable of dispensing diesel, unleaded fuel, and compressed natural gas (“Fueling Services”) for the operation of Town owned vehicles; and

WHEREAS, the Town of Bay Harbor Islands, Florida a municipality within Miami-Dade County, desires to purchase Fueling Services from the City of North Miami; and

WHEREAS, the Town administration respectfully requests that the Town Council authorize the execution of an agreement with the City of North Miami authorizing the Town’s purchase of Fueling Services for Town owned vehicles.

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

Section 1. The Town Manager is authorized to execute an agreement with the City of North Miami for the purchase of Fueling Services for Town owned vehicles.

PASSED and ADOPTED this _____ day of _____.

JORDAN W. LEONARD
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

CITY OF NORTH MIAMI

VEHICLE FUELING SERVICES AGREEMENT

THIS VEHICLE FUELING SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, between the City of North Miami, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161 ("City") and the Town of Bay Harbor Islands, a Florida municipal corporation, having its principal office at 9665 Bay Harbor Drive, Bay Harbor Islands, FL 33154 ("Bay Harbor"). The City and Bay Harbor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City has a fueling facility located at 1855 NE 142nd Street, North Miami, capable of dispensing diesel and unleaded fuel as well as compressed natural gas ("CNG") for City owned vehicles ("Motor Pool"); and

WHEREAS, Bay Harbor desires to purchase diesel and unleaded fuel as well as CNG from the City for a number of service vehicles owned by Bay Harbor.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

- 1.1 Upon request by Bay Harbor, the City shall allow Bay Harbor service vehicles to enter the Motor Pool fueling facility and allow Bay Harbor employees to fuel Bay Harbor service vehicles. Fueling shall be permitted according to an agreed schedule approved by the City.
- 1.2 Bay Harbor and the City shall each designate a representative to carry out the responsibilities for the direction and administration of this Agreement.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement shall become effective upon execution by both Parties and shall remain in effect through December 31, 2019, unless sooner terminated pursuant to Section 3 below. The Parties shall have three (3) options to renew this Agreement in writing, on a year-by-year basis.

3. TERMINATION

- 3.1 Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other Party.

4. BILLING/METHOD OF PAYMENT

- 4.1 The City shall bill Bay Harbor the actual cost incurred by the City in providing diesel and unleaded fuel to Bay Harbor, plus ten percent (10%) administrative fee. The City shall also bill Bay Harbor the actual costs incurred by the City per British Thermal Units (BTUs) of CNG, plus a thirty percent (30%) administrative fee. In addition, the City reserves the right to pass through to Bay Harbor the apportioned amount of any emergency surcharges for fuels, which are charged to the City by third parties, suppliers or governmental entities. Bay Harbor shall pay all invoices in accordance with the Local Government Prompt Payment Act under Chapter 218, Part VII, Florida Statutes (2016).

5. NOTICES

- 5.1 All notices, requests, demands, consents, approvals and other communications which are required to be served or given, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, and addressed to the Party to receive such notices, as follows:

To Bay Harbor: Bay Harbor Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Drive
Bay Harbor Islands, FL 33154

With a copy to: Bay Harbor Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Drive
Bay Harbor Islands, FL 33154

To the City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to: City Attorney
City of North Miami
776 North East 125th Street
North Miami, FL 33161

With a copy to: Capital Project Manager
City of North Miami
776 North East 125th Street
North Miami, FL 33161

6. INDEMNIFICATION

- 6.1 Bay Harbor shall, to the extent allowed by law, indemnify, defend and hold harmless the City, its officers, employees and agents from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City, its officers, employees, or agents may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Bay Harbor, its employees, agents, servants, partners, principals or subcontractors.
- 6.2 Bay Harbor shall pay all claims and losses in connection with this Agreement and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue.

7. LIMITATION OF LIABILITY

- 7.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability for any such breach never exceeds the sum of One Hundred Dollars (\$100.00). Bay Harbor expresses its willingness to enter into this Agreement with recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of One Hundred Dollars (\$100.00).
- 7.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Bay Harbor agrees that the City shall not be liable to Bay Harbor for damages in an amount in excess of One Hundred Dollars (\$100.00), which amount shall be reduced by the amount actually paid to the City by Bay Harbor pursuant to this Agreement, for any action or claim for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016).

8. FORCE MAJEURE

- 8.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give

notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

9. MISCELLANEOUS PROVISIONS

- 9.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 9.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, shall survive final payment, completion and acceptance of the fueling services and termination or completion of this Agreement.
- 9.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- 9.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.
- 9.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.
- 9.6 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.
- 9.7 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.
- 9.8 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

- 9.9 This Agreement contains the entire Agreement between the Parties. The Parties represent that in entering into this Agreement, they have not relied on any previous oral or implied representation, inducements or understandings of any kind or nature. No modifications shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Town of Bay Harbor Islands, a Florida
municipal corporation: **"Bay Harbor"**:

By: _____
Town Clerk

By: _____
Town Manager or Mayor

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal
Corporation: **"City"**

By: _____
Michael A. Etienne
City Clerk

By: _____
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau, Esq.
City Attorney

RESOLUTION NO. 2017-R-31

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE CITY TO SELL AND DISPENSE DIESEL AND UNLEADED FUEL AS WELL AS COMPRESSED NATURAL GAS FOR SERVICE VEHICLES OWNED BY THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") has a fueling facility located at 1855 NE 142nd Street, North Miami ("Motor Pool"), capable of dispensing diesel and unleaded fuel as well as compressed natural gas ("CNG") for the operation of City owned vehicles; and

WHEREAS, the Town of Bay Harbor Islands, Florida, a municipality within Miami-Dade County ("Bay Harbor"), desires to purchase diesel and unleaded fuel as well as CNG from the City's Motor Pool, for the operation of Bay Harbor owned service vehicles; and

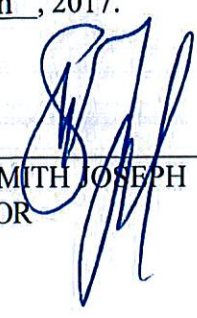
WHEREAS, the City administration respectfully requests that the Mayor and City Council authorize the execution of an agreement, in substantially the attached form, authorizing vehicle fueling services to Bay Harbor.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority to execute agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute an agreement, in substantially the attached form, between the City of North Miami and the Town of Bay Harbor Islands, authorizing the City to sell and dispense diesel and unleaded fuel as well as CNG for service vehicles owned by the Town of Bay Harbor Islands.

Section 2. **Effective Date.** This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the
City of North Miami, Florida, this 14th day of March, 2017.



DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P.H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Desulme

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Scott Galvin
Councilman Alix Desulme
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a resolution requested by Council Member Tricoche opposing any religious or nationality based registration of persons entering the United States of America. Enclosed find a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution was requested by Council Member Tricoche and would opposed any religious and nationality based national registry for persons entering the United States of America.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	resolution - registry	Person registry.doc
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, OPPOSING ANY
RELIGIOUS-BASED OR NATIONALITY-BASED
REGISTRATION OF PERSONS LIVING IN OR ENTERING THE
UNITED STATES OF AMERICA.**

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

WHEREAS, in 1988, President Ronald Reagan signed into law the Civil Liberties Act, which recognized and sought reparation for the internment on behalf of the United States Government and stated that government actions were based on “race prejudice, war hysteria and a failure of political leadership”. And the United States Government eventually disbursed approximately 1.6 billion dollars in reparations to 82,219 formerly interned Japanese Americans and their heirs; and

WHEREAS, World and American history is replete with examples of members of one ethnic group fighting for the liberties of other ethnic groups; and

WHEREAS, the fundamental rights of all humans should be protected;

NOW, THEREFORE, BE IT FURTHER RESOLVED:

1. The Mayor and Town Council of the Town of Bay Harbor Islands hereby oppose any religious-based or nationality-based registration of persons living in or entering the United States,
2. The Town Clerk is hereby directed to send a copy of this resolution to all elected officials throughout Florida.

PASSED and ADOPTED this 8th day of May 2017.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an expenditure in amount of \$19,040 for the purchase of a new vehicle for the Code Compliance Department. There will be an additional cost for the delivery of the vehicle which is unknown at this time. This expenditure was budgeted for this year. Enclosed find a copy of the bid award contract from the Florida Sheriff's Association and supporting documents.

DESCRIPTION:

The Town will utilized the Florida Sheriff's Association State bid contract to purchase the vehicles.

Ford Explorer would be purchase from Hub City Ford for a base price of \$18,060 and a total with options \$19,040.

Attached find a copy of the contracted pricing from the Florida Sheriff's Association and Florida Association of Counties for FY 2016-2017.

At the moment, both code compliance officers share one vehicle. Having two vehicles will allow for more flexibility and independent work on the part of both officers. They wouldn't have to wait until one returned to the office for the other to go out, or go together. It will help the department run more efficiently.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This expenditure was budgeted for the 2016-17 Fiscal Year.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS

1.	FORD ESCAPE CONTRACTED PRICING	2017 Ford Escape.pdf
2.	Invoice	Invoice for Code Vehicle.pdf



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2
SPECIFICATION #28

2017 Ford Escape (U0F)

The Ford Escape (U0F) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
	Battery, 650-cca or greater	NA
	Bi-fuel model - specify	NA
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	Engine upgrade - specify	NA
	Factory external engine oil cooler	NA
	LPG conversion (discuss with dealer)	NA
	Limited slip differential	NA
AK-KF ¹	Additional Key(s) or Key Fob(s) when applicable	\$275.00 ¹
	AM/FM radio with single CD	Std
50Q ¹	Cargo area cover	\$89.00 ¹
5 ¹	5" round dome lamp between sunvisors	\$179.00 ¹
U0G-200A ¹	Manufacturer's model upgrade package (specify pkg. bid) SE PKG ¹	\$3,299.00 ¹
50C ¹	Heavy duty rubber floor mats	\$74.00 ¹
924 ¹	Privacy glass, factory installed	\$274.00 ¹
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
	Remote keyless entry	Std
U0G-200A ¹	Seat trim upgrade - specify UPGRADE PKG ¹	Incl. ¹
	Side air protection (may affect cage availability)	Std
TATF ¹	Tremco anti-theft - foot activated, dealer installed	\$396.00 ¹
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA ¹
942 ¹	Daytime running lights	\$44.00 ¹

VEHICLE:	Escape (U0F)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

	Front license bracket	NA
	Fog lamps <i>REQ UPGRADE PKG 1</i>	Std ¹
	Full size spare tire and rim	NA
	Immobilize daytime running lights	NA
NFT ¹	Nitrogen filled tires including spare tire	\$199.00 ¹
RSFS ¹	Rainshields - flange style	\$144.00 ¹
	Running boards	NA
	Tow hooks	NA
	Outside tire carrier	Std
VVSS ¹	Vent visors - stick-on style	\$144.00 ¹
62S ¹	Optional equipment - specify <i>FLEET CARGO MANAGEMENT SYSTEM (INTERIOR CARGO COVER - PERIMETER ALARM - POWER CONVERTER 110V OUTLET - ROOF-RACK SIDE RAILS & ROOF-RAIL CROSSBARS¹</i>	\$394.00 ¹
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH ¹	Labor rate per hour	\$96.00 ¹
TEMP TAG ¹	Temporary tag	\$36.00 ¹
TER ¹	Transfer existing registration (must provide tag number)	\$100.00 ¹
NST ¹	New state tag (specify state, county, city, sheriff, etc.)	\$165.00 ¹
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 ¹	Warranty - specify <i>POWERTRAIN CARE WITH (0) DED¹</i>	\$1,740.00 ¹
6/100 ¹	Warranty - specify <i>BASE CARE WITH (0) DED¹</i>	\$2,130.00 ¹
6/100 ¹	Warranty - specify <i>EXTRA CARE WITH (00) DED¹</i>	\$2,585.00 ¹

The logo for Hub City Ford, featuring the words "Hub City" in a bold, italicized sans-serif font, followed by the classic Ford oval logo.

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Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

EVELYN MERIZALDE

305-866-6241

305-866-4863

Contract # FSA16-VEL-24

EMERIZALDE@BAYHARDORISLANDS-FL.GOV

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Joe Windrow
Fleet Sales Manager
850-398-6810 Office
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AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **second** reading requested by Council Member Yaffe amending the parking requirements for existing building uses. Enclosed find a copy of the proposed ordinance.

DESCRIPTION:

This amendment will allow current landlords to rent their prime ground floor space, on existing buildings only, to uses that are more desirable such as restaurants and retail without having to add more parking, which is impossible in most cases. Since the existing buildings were built, the Town has added a parking garage providing additional parking for the business district area.

Any new construction in the B-1 Business District will still need to comply with the parking requirements.

As requested at the last meeting, a definition for existing buildings was added and language was clarified with regard to the Gateway District. We have also revised the requirement for restaurant parking. Enclosed are ordinances from other municipalities regarding the parking regulations. After discussing these requirements with the Town Planner staff has made a change in our requirements from 35 sq. ft. of service space to 100 sq. ft. of service space. Most of the other cities are much more liberal than our code and their requirements range from 60-200 sq. ft.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Proposed Ordinance	Parking for existing commercial buildings, version 2-final.pdf
2.	Staff report	Staff Report and ordinances.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 23-24 OF THE TOWN CODE EXEMPTING EXISTING BUILDINGS IN THE B-1 BUSINESS DISTRICT FROM PARKING REQUIREMENTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, much of the existing commercial development in the Town was constructed prior to the current parking requirements in the Town Code; and

WHEREAS, the Town's current parking requirements when applied to existing building for uses that are desirable on the ground floor of Kane Concourse are having the opposite effect of keeping the same office uses and limiting the types of businesses that can be placed on the ground floor spaces; and

WHEREAS, the Town Council desires to provide an incentive to the B-1 Business District to remove the obstacle of compliance with current parking requirements for uses such as restaurants retail establishment and personal services to promote more vibrant commercial uses in the downtown area; and

WHEREAS, in response to the increased of the parking demand in the B-1 Business District the Town has added 430 spaces on a municipal parking garage conveniently located near most commercial buildings, and

WHEREAS, the requirement of additional parking when a new use is introduced in an existing space inhibits the ability of the landlord to rent out the spaces for active and desirable uses on the ground floor and impacts the qualify of services provided that attracts visitors and residents to the town;

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

Section 1.

Section 23-24 of the Code of Bay arbor Islands is hereby amended to read as follows:

ARTICLE II. OFF-STREET PARKING

Sec. 23-24. - Commercial parking approval required; enclosing commercial parking lots; parking of vehicles on certain unimproved lots; prohibition of parking spaces and parking structures on private property on the ground level within 60 feet of the pedestrian right-of-way of Kane Concourse and prohibiting visibility and access from Kane Concourse; number of parking spaces required generally.

...

(c) The number of parking spaces to be provided in particular instances is as follows:

(1)	Single-family dwelling	Two spaces
(2)	Two-family dwellings	Two spaces for each dwelling unit
(3)	Multiple-family dwellings, including townhouses	A minimum of two parking spaces shall be required on the building plot for each dwelling unit within a multiple-family development, except as provided for otherwise in this article. In addition, guest parking spaces shall be provided for multiple-family developments in accordance with the following:
		1) At least one guest parking space shall be required for each whole platted lot.
		2) Within the RM-3 zoned tracts guest parking spaces shall be provided at a rate of 5% of the total number of required parking spaces.
		3) Guest parking spaces may be counted as a subset of the total number of required parking spaces within a development site.
		4) No guest parking spaces are required for townhouse developments that have the front of the dwelling unit facing directly on a public roadway with access to a garage. In this instance the individual dwelling unit driveway connecting the public road to the garage shall serve for guests. For townhouse developments with garages or parking facilities that are interior to the site, additional guest parking spaces are required at a rate of one parking space per platted lot.
		5) Through the Town's site development plan process the Town may allow dimensional variations of landscape strips to provide such guest parking spaces or for drop-off areas at building entrances. In no event shall the minimum percentage of green open space be reduced.
		6) All required guest parking spaces shall be placed within the development site. Guest parking spaces shall not be located on remote public or private parking lots/garages without prior approval of the Town Council.
		7) All required guest parking spaces shall be located in the front yard areas of a site, unless otherwise approved by the Planning and Zoning Board. Guest parking spaces may be co-designated as temporary delivery/loading areas. At least one guest parking space shall be so co-designated. All guest parking spaces/drop-off areas shall be noted by the use of signage/pavement markings.
		8) Notwithstanding the above, no guest parking spaces are required for a single-lot development site that is built without using TDR units. If any TDR units are requested guest parking spaces shall be required.
(4)	Hotels	One space for each of the first 20 individual guest rooms. One added

		space for each two guest rooms, or fraction thereof, in excess of 20.
(5)	Places of assembly, Restaurants, public dining rooms, bars, private clubs, cocktail lounges	One parking space for each 35 100 square feet of customer service area plus one space for each two lineal feet of bar frontage . The above shall not be intended to include food and drink preparation areas, bathrooms, waiting areas or storage areas.
(6)	Buildings used for office, Retail, commercial, personal service, miscellaneous uses professional and business uses	One space for each 300 square feet of net floor area.
(7)	Office and professional uses	One space for each 300 square feet of net floor area.
(7) (8)	Buildings for Private banking operations	A minimum of one space for each 475 square feet of net floor area or fraction thereof.
(8) (9)	Places of assembly, religious institutions	One space for every four fixed seats, or one space for every six feet of bench seats, or one space per 60 square feet of net floor area for seating.
(9) (10)	Public schools	The town adopts the minimum off-street parking requirements listed in F.S. chapter 423.10.2.8 as of July 1, 2005, and/or as modified as listed hereinafter: Faculty and staff—One parking space for each member of the faculty and staff (including administration, teachers and support staff); Visitors—One parking space for each 50 students; Community Clinic—Ten parking spaces, including at least one accessible space; High Schools—One space for every ten students in grades 11 and 12.

...

~~(e) — Restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. are exempt from the parking space requirements set forth above, and no parking spaces are required. This exemption only refers to restaurants and only refers to permits for doing business and not to permits for the erection, construction, reconstruction, structural alteration or addition to any buildings which latter permits are not affected by this exemption. Town licenses for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. shall specify on their faces that the license is restricted to the hours between 6:00 p.m. and 2:00 a.m., and if the restaurant is open for business before or after such hours, the license is void. This restricted license granted for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. cannot be used before or after such hours, even if the restaurant reduces its full seating capacity in order to meet parking ordinance requirements during other hours. If all parking ordinance requirements are met for the full seating capacity of the restaurant for all hours, a new unrestricted license must be obtained. Notwithstanding the foregoing, an unrestricted license granted for restaurants which are open for business before 6:00 p.m., or which are operating pursuant to the terms of a previously granted variance from the parking space requirements set forth above, is not invalidated as a result of an expansion of the restaurant which results in additional seating capacity, provided the restaurant reduces its full seating capacity in order to meet parking ordinance requirements or requirements of a variance during hours prior to 6:00 p.m.~~

(e) (f) Notwithstanding the above, existing buildings in the ~~BAA~~ B-1 business district shall be exempt from the parking requirements of subsection (c)(5) and (6) as of the effective date of this ordinance. ~~for ground-level retail sales establishment use as of the effective date of this ordinance; March 8, 2004. For purposes of this section an existing building is defined as one that is present,~~

available and in operation as of the effective date of this ordinance and shall not include any future development that have not received a Certificate of Occupancy as of the date of this ordinance.

(f) Parking requirements for restaurants approved as a mixed-use development in the Gateway District which open only for dinner between the hours of 6:00 PM and 2:00 a.m are exempt from the parking requirements set forth above. Town licenses for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. shall specify on their faces that the license is restricted to the hours between 6:00 p.m. and 2:00 a.m., and if the restaurant is open for business before or after such hours, the license is void unless arrangements are made to secure additional parking spaces, pay into the parking trust, or the Town has approved a Parking Reduction Order. This exemption shall only be applicable to the Gateway District.

(g) Buildings that are enlarged in floor area, volume, capacity or space occupied shall provide the additional off-street parking facilities as specified above.

Section 2. Penalties

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

Section 3. Severability

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

Section 4. Inclusion in the Code

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

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on Second reading.

PASSED AND ADOPTED on first reading this ____ day of _____, 2017.

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

ATTEST:

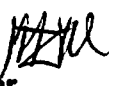
Mayor Jordan W. Leonard

Marlene M. Siegel Town Clerk

WORDS WITH A LINE THROUGH THEM ARE DELETED
UNDERScoreD WORDS ARE ADDITIONS

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

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: April 30th, 2017

Subject: Town of Bay Harbor Islands, Florida
Proposed Code Amendment
Off-Street Parking Requirements – Restaurants
MMPA Acct. No. 01-0702-0800

ISSUE

In the last few months discussions have occurred about means to encourage more restaurants within the Kane Concourse commercial area. Many of the older buildings were built with whatever the parking requirements were at the time they were built. In earlier years, few if any parking spaces were required for any land use. As the years have passed since the 1950s the use of motor vehicles has greatly increased which creates parking impacts. The Town has periodically adjusted its off-street parking requirements over the years (residential / commercial / other). When sites are re-developed, the new development must meet the latest Code requirements. All of the commercial development along Kane Concourse fronts directly on the pedestrian promenade. There are Town-owned metered parallel parking spaces within the Kane Concourse right-of-way adjoining the pedestrian promenade. To the rear of the buildings are occasional small parking lots and a few larger parking lots. A public alley connects the sites and is used for access to the parking lots, service and deliveries and utilities. The Town acquired several sites and built surface parking lots and recently a multi-story parking garage. The Town has undertaken at least two professional parking studies over the years we are aware of – some shortages have been identified in certain blocks.

The off-street parking requirements for general businesses / retail commercial uses / offices is very similar (1 space for each 300 sq. ft. of net floor area); however, the off-street parking requirement for restaurants is more severe which is very common and necessary (1 space for each 35 sq. ft. of customer service area / one space per each 2 linear feet of bar). Developers typically build the maximum amount of square footage and the least amount of parking spaces. When the commercial sites want to lease portions of the buildings for restaurants the off-street parking becomes an obstacle, as there is usually insufficient parking - technically.

BACKGROUND / ANALYSIS

The Town's Kane Concourse development pattern is an excellent example of what many communities are desperately striving to achieve today. That is - a unique linear downtown with mixed-uses and strong pedestrian design. Many modern buildings are multi-story with offices on upper floors and more retail / service commercial businesses at ground level. While there are currently no residential uses in the buildings along Kane Concourse they are allowed. The Town is very walkable both internally and to nearby communities along the beachfront. There is a variety of businesses, shopping and recreational opportunities. Typically, off-street parking criteria follows recommended engineering standards but is often weighted toward more recent suburban development. In more urbanized areas like the Town, the standards often do not account for mixed-uses – that is residents / workers are interspersed directly with shopping / services / restaurants. In the Town persons that reside here can easily walk to the commercial areas. Those that drive into the Town at businesses typically park for the day, and walk to the stores / restaurants for breakfast / lunch / dinner. Therefore, each individual land use often does not need its own separate total parking, as there is so-called "internalization". The Urban Land Institute (ULI) and other researchers have suggested in mixed-use urbanized areas as much as 40% of the required parking can be avoided, as the same person that drives to work just walks downstairs or down the block for food / services.

In addition, MMPA / Town staff has researched several nearby municipal Codes and we find that the Town has the highest off-street parking requirement for restaurants at present. Most others are considerably higher (1:50 / 1:75 / 1:100 sq. ft.). Also, large reductions are allowed for hotel accessory restaurants, as in theory, the hotel patrons primarily use these facilities. Off-street parking requirements are set forth in one of four formats typically – (1) Gross Floor Area (GFA) which is the entire occupied square footage, (2) Gross Leasable Area (GLA) which is the area used only for displays / offices / etc. but does not include dead storage / mechanical room areas / etc., (3) Customer Service Areas (CSA) which is limited mostly to restaurants / bars which is the area where customers will actually be present, such as tables & chair areas / bar counter & stools (not cooking areas / storage / prep areas / storage areas), and (4) the number of seats / employees. While the latter is very specific the number of seats (chairs) and number of employees can be modified without the local governments knowledge, leading to abuse. If a business is successful and more employees are added this can be a problem. For restaurants / bars / similar the most precise is typically the CSA criteria. Following are some of the sample criteria from the local government research:

Bal Harbour Village	1:250 GLA / 90% of GFA	(BHS Mixed-Use / Hotels)
Miami Beach - Bar	1:4 seats + 1:60 GFA	(other non-seating areas)
Miami Beach - Cafe	1:4 seats	(Sidewalk Cafe - No Parking)
Miami Beach - Hotel	1:7 seats or 1:105 GFA	(Accessory to Hotel Use)
Miami Beach - Restaurant	1:4 seats	
Miami Beach – Take-Out	1:300 GFA	
Miami Beach – Take-Out+	1:200 GFA	(And Home Delivery)
Miami Shores	1:100 GFA	(Equals 1:50 GLA)
North Bay Village	1:75 CSA	

**Town of Bay Harbor Islands
Off-Street Parking Requirements – Restaurants
April 30th, 2017
Page 3**

Following is the criteria from the Institute of Transportation Engineers (ITE) research:

ITE Cat. 931 Quality Restaurant **1:70 GLA Weekdays**
1:44 GLA Saturdays
.67 spaces per seat

In addition, the Town Code (Sec. 23-24(e)) exempts restaurants which are open for business only from 6 PM to 2 AM from providing any parking spaces, as the theory is the retail stores / offices close and abundant parking is available for use. However, as currently written the provision applies only to existing developments. As currently written this rule does not apply to new construction, reconstruction, structural alterations or additions to existing buildings. Some restaurants have expressed an interest in opening for breakfast and/or lunch, but the parking requirements do not allow that. In some instances a few restaurants have opened during daytime hours (no approval from Town). There has not been a noticeable parking impact. The Town could modify the Code to expand the exemption for both retail and restaurants in older complexes along Kane Concourse. Also, a grandfather clause could replace the current provision and address any restaurant (Tauber) that already received Town approvals for non-concurrent parking arrangements.

To encourage more retail uses, the Town revised its Code several years ago to exempt existing ground floors along Kane Concourse from providing any parking spaces. While this helped many sites, the rule has not been extended to restaurant uses (Sec. 23-24(f)).

A concept was recently discussed to revise the Town's off-street parking regulations to encourage more restaurants to open along Kane Concourse during the day. Many strategies can be utilized for this and include adjusting off-street parking requirements. MMPA feels that just waiving parking requirements may lead to congestion and parking problems. This is especially true near Bay Harbor Terrace due to the RKB School impacts and limited traffic turning restrictions on Kane Concourse. MMPA suggests the Town consider one or more of the following strategies:

- Adjust the off-street parking requirement for restaurants from 1:35 sq. ft. to 1:100 sq. ft., which we see in the research materials from other cities similar to the Town. For hotels, even a larger reduction should be considered – say 1:200 sq. ft. unless there are conference / meeting facilities, which are unlikely due to the size of Town developments.
- Use the same off-street parking criteria for all ground floor uses (offices / stores / restaurants). This would level the playing field and allow various land uses to change over time without the need to add / subtract parking spaces.
- There is always the option to purchase parking spaces in the Town's Parking Trust.

While the Town's parking garage solved parking issues in the southwest quadrant the northeast quadrant (Town Hall / Palm Hotel / etc.) is congested and redevelopment concepts are being discussed – another garage may be necessary – therefore, additional funding would assist the Town. Perhaps a “pilot” program could be instituted to observe how this change can work.

During the Town Council discussion, a representative of the Tauber Organization spoke out against deleting Sub-Section 23-24(e), as they relied on this Code section in their development approvals. Town staff also relied on this Code section in our reviews and the Town approved the project with the parking credit. The latest draft Ordinance contains a replacement clause to address the Gateway site (Tauber) that received a Town approval for non-concurrent parking (restaurant use after 6 PM). That complex will have abundant parking (non-concurrent). If they seek to open at other hours (breakfast / lunch) they could acquire Town Parking Trust spaces or request a Parking Reduction Order as allowed by the current Town Code procedures.

SUMMARY

In the last few months discussions have occurred about finding means to encourage more restaurants within the Kane Concourse commercial area. Many of the older buildings were built with whatever the parking requirements were at the time they were built – very few. As the years have passed since the 1950s the use of motor vehicles has greatly increased which creates parking impacts. When sites are re-developed, the new development must meet the latest Code requirements. However, this appears to be frustrating the Town's efforts to revitalize the Kane Concourse commercial area and encourage more activity. Staff has identified a number of strategies to do this – adjusting / exempting off-street parking requirements for certain uses. MMPA feels that if Sub-Section 23-24(e) is deleted a replacement clause should be included for restaurants operating non-concurrently during only evening hours (6 PM – 2 AM). The latest draft Ordinance contains a replacement clause.

Sec. 31-171. - Off-street parking and loading standards.

- (a) *General.* Every building, use or structure, instituted or erected after the effective date of this chapter shall be provided with off-street parking facilities in accordance with the provisions of this section for the use of occupants, employees, visitors or patrons. Such off-street parking facilities shall be maintained and continued as an accessory use as long as the main use is continued.

- (1) *Existing buildings.* Where a building existed at the effective date of this article such building may be modernized, altered or repaired, provided there is no increase in floor area or capacity and there is no change of occupancy, without providing the total number of required parking spaces.

Where a building or use, which existed at the effective date of this article is enlarged in floor area, volume, capacity or space occupied, off-street parking facilities as specified herein shall be provided for the additional floor area, volume, capacity or space so created or so occupied.

Where a building or use which existed at the effective date of this chapter is changed in use or occupancy, additional off-street parking facilities shall be provided to the extent that the off-street parking required by this section for the new use or occupancy exceeds the off-street parking which would have been required for the previous use or occupancy had the regulations of this section been applicable thereto. For the purposes of this section a change of use or occupancy shall mean a change from one category of off-street parking requirements to another such category.

It shall be unlawful for an owner or operator of any building, structure or use affected by this section to discontinue, change or dispense with, or to cause the discontinuance or reduction of the required parking facilities apart from the discontinuance, sale or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of this section. It shall be unlawful for any person to utilize such building, structure or use without providing the off-street parking facilities to meet the requirements of and be in compliance with this article.

- (2) *Proximity of off-street parking.* Required off-street parking spaces shall be located on the same parcel they are intended to serve. As an alternative, they may be located on a separate parcel not more than 300 feet from the use they are intended to serve provided the owner of said parking areas shall enter into a written agreement with the City of whereby the land providing the parking area shall be joined with the primary site and shall not be sold or disposed of except in conjunction with the sale of the building the parking area serves so long as these parking facilities are required. Said agreement shall be recorded at the expense of the owner and shall run with the land and shall bind the heirs, successors, and assigns of said owner. In approving off-site parking, the City Manager must find that the off-site parking facility is reasonably located in relation to the use it is intended to serve, based upon such factors as the type of facility, likely purpose of the trip to the facility, distance from the use intended to be served, and any physical barriers which must be crossed to reach the use to be served. Parking spaces backing into a main drive aisle adjacent to the front of buildings shall be discouraged.
- (3) *Parking plan required.* A parking plan shall be provided with all applications for development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses or structures the spaces are intended to serve.
- (4) *Required handicapped spaces.* Parking spaces for disabled persons shall be provided in accordance with F.S. ch. 553, pt. V, as amended from time to time.
- (5) *Parking spaces for persons transporting young children and strollers.* Parking spaces specifically designed for persons transporting young children under the age of three and strollers, shall be encouraged for all uses other than single-family, duplex or townhouse.

- a. The following number of spaces are recommended:

Regular Spaces	Stroller Spaces
Up to 100	1
101 to 500	2
501 to 1,000	3
Over 1,000	One additional space for each 500 parking spaces over 1,000

- b. *Location of parking spaces.* Such spaces should be located as closely as possible to parking spaces designated for the physically handicapped and/or disabled persons; provided however, parking spaces designated for the physically handicapped and/or disabled persons must take precedence. Where no parking spaces designated for the physically handicapped and/or disabled persons have been provided, parking spaces for persons transporting young children and strollers should be located on the shortest accessible route of travel from adjacent parking to an accessible entrance.
- c. *Signage and markings.* All parking spaces for persons transporting young children and strollers should be prominently outlined with green paint and posted with an approved permanent above-ground sign which shall conform to the figure entitled "Baby Stroller Parking Sign". The bottom of the sign must be at least five feet above grade when attached to a building, or seven feet above grade for a detached sign.
- (6) *Size and character of required parking.* The following design requirements shall be observed for off-street parking:
- a. *Size; parking stalls.* Each parking space required and provided pursuant to the provisions of this article shall be not less than nine feet in width and 18 feet in length, except as noted in subsection 31-171(a)(6)i. Where parallel parking spaces are used, each parallel parking space shall be not less than nine feet in width and 23 feet in length.
- b. *Size; enclosed garage areas.* All one car garages shall provide a single parking space of nine feet by 18 feet free from all obstructions. All two-car garages shall provide two parking spaces consisting of an 18-foot by 18-foot unobstructed space.
- c. *Striping.* All parking spaces shall be divided with painted double lines except for single-family homes, zero lot line developments, townhouses and duplexes where the parking spaces are on a single-family site or as otherwise permitted in this chapter. See figure 31-171(2).
- d. *Accessibility.* In all zoning districts, the width of access aisles and driveways for parking lots shall be substantially in conformance with the standards set forth in figure 31-171(1). Every space shall be accessible without driving over or through another parking space, except as provided in subsection 31-171(a)(6)i. Parking stalls abutting the same continuous drive aisle shall have the same angle and orientation. Drive aisles shall be one-way only which are less than 24 feet wide or which abut parking stalls with angles less than 90 degrees, except:

- (i) One-way drive aisles for driveways with no abutting parking spaces shall be a minimum of 14 feet wide;
- (ii) One-way drive aisles abutting parallel parking spaces shall be a minimum of 12 feet wide;
- (iii) Two-way drive aisles for driveways with no abutting parking shall be a minimum of 20 feet wide;
- (iv) Two-way drive aisles abutting parallel parking spaces shall be a minimum of 20 feet wide.

Parking stall angles and drive aisle direction of flow may change only when the drive aisle is interrupted by a circulation drive or structure.

MINIMUM SPACE REQUIREMENTS

AT

VARIOUS PARKING ANGLES FOR SELF-PARKING FACILITIES

"A" Parking Angle	"B" Parking Width	"C" Stall Depth	"D" Aisle Width	"E" Curb Length	"F" Overall
0°	9.0'	23.0'	12.0' (1 way drive aisle) 20.0' (2 way drive aisle)	23'	N/A
30°	9.0'	16.8'	12.0'	18.0'	45.6'
45°	9.0'	19.0'	13.0'	12.7'	51.0'
60°	9.0'	20.1'	18.0'	10.4'	58.2'
90°	9.0'	18.0'	24.0'	9.0'	60.0'

** One-way drive aisles for driveways with no parking on either side of the drive aisle shall be minimum of 14 feet wide; two-way drive aisles for driveways with no parking on either side of the drive aisle shall be a minimum or 20 feet wide.

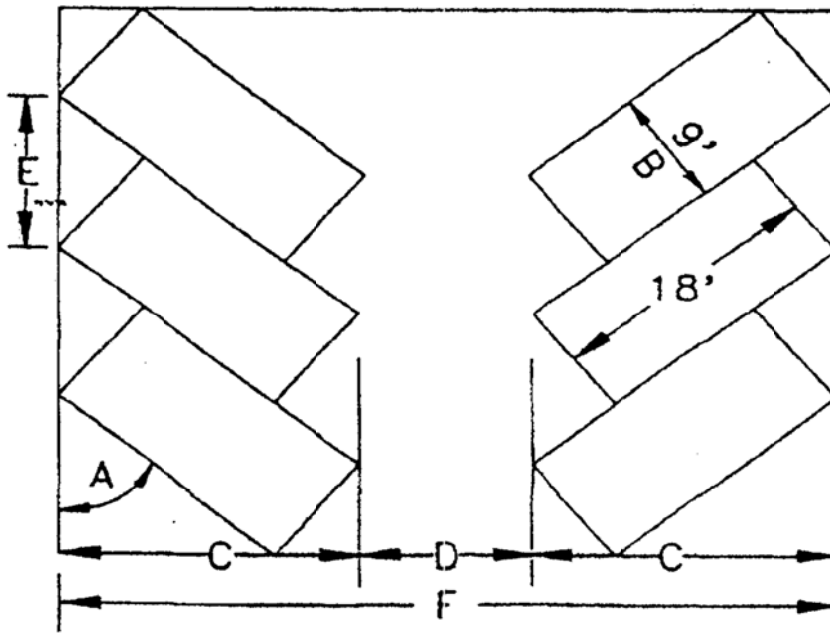
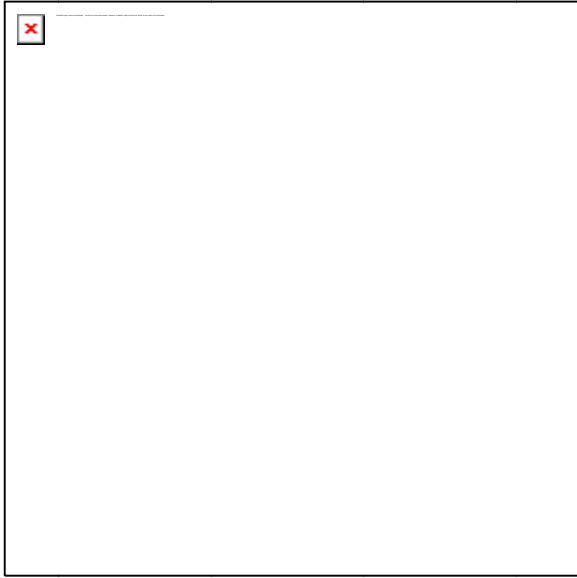
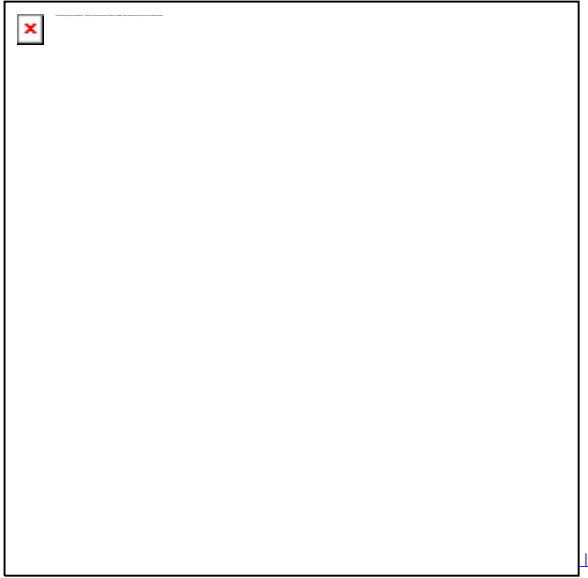
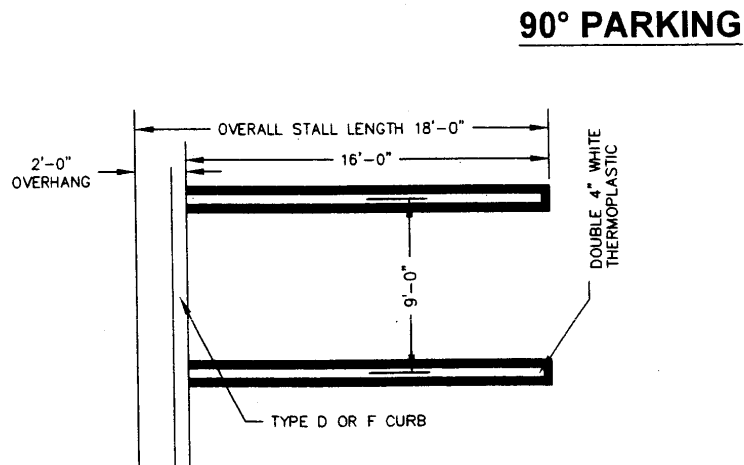
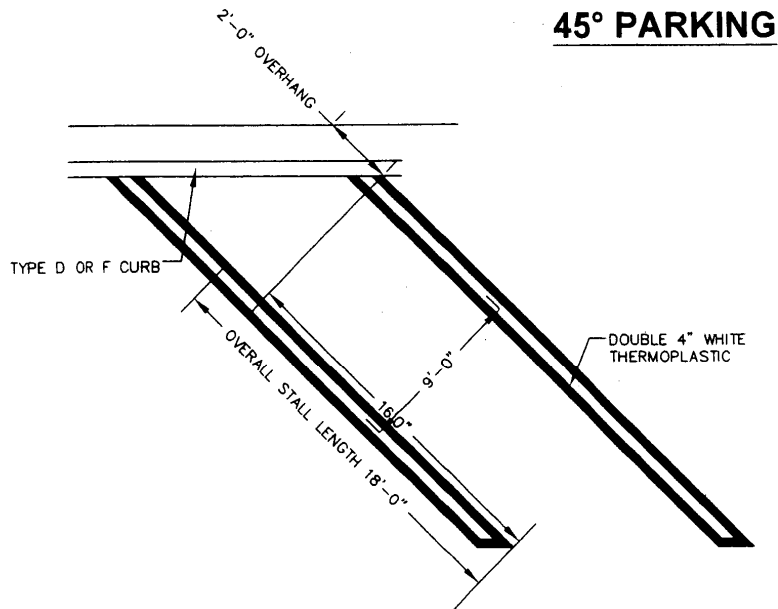


FIGURE 31-171(1)



TYPICAL STALL DETAILS

FIGURE 31-171 (2)



TYPICAL PARKING SPACE

- e. *Composition.* Driveways in "RS" zoning districts shall be surfaced with concrete. Except where specified above, parking facilities, including access aisles and driveways, shall be surfaced with brick, asphalt or concrete surfacing maintained in a smooth, well-graded condition.
- f. *Drainage.* All off-street parking facilities shall be drained so as not to cause any nuisances on adjacent or public property. Such drainage facilities shall be arranged for convenient

access and safety of pedestrians and vehicles in accordance with standards set forth in these regulations.

- g. *Curbing.* The use of freestanding wheel stops is prohibited in all parking areas. All parking stalls shall be fronted with a continuous Type D or Type F concrete curbing between six and nine inches high.
- h. *Parking lot islands.* The islands formed by the interior of continuous curbing must be landscaped in accordance with the provisions of this chapter. Islands with impervious surfaces are prohibited, although the location of sidewalks inside of islands is allowable if an equal amount of landscaped surface is provided. Islands at the front of parking spaces must allow a clear zone of 20 inches to allow for bumper overhang. Lateral islands separating parking spaces must be provided at least every nine spaces in width.
- i. *Parking lifts.* For the purposes of this section, "parking lifts" shall be defined as an electro-hydraulic mechanism in a multifamily residential building or in a non-residential building that lifts a parked passenger vehicle to make space available to park a passenger vehicle below it in a single vertical tandem fashion. A parking lift space may be counted as a parking space required by subsection 31-171(b), and shall not be subject to the minimum parking stall size requirements of subsection 31-171(a)(6)a., provided that all of the following conditions are fulfilled:
 - 1. A traffic queuing analysis shall be submitted by the owner of the building for parking areas using parking lifts, for review and approval by the City Manager, to ensure efficient processing times and queue lengths. The number of parking lifts permitted to be counted as required parking spaces shall be determined by the approved queuing analysis; and
 - 2. All parking lifts shall be located within a fully enclosed parking garage and shall not be visible from exterior view. No outside parking lifts shall be permitted; and
 - 3. Parking lifts shall be permitted only when operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by Restrictive Covenant to be recorded by the owner/applicant prior to establishment of the use; and
 - 4. No resident, guest, patron or customer of the building shall be permitted to operate the parking lift. A physical barrier shall be placed in the parking area to prohibit access to the parking lift area by residents, guests, patrons or customers of the building; and
 - 5. All parking lifts shall be maintained and kept in good working order; and
 - 6. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below; and
 - 7. All lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage; and
 - 8. All parking lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift; and
 - 9. Ceiling heights of any parking level with parking lifts shall be sufficient to accommodate all types of passenger vehicles. Such required height shall be proposed in the traffic queuing study and approved by the City Engineer; and
 - 10. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions outside of the parking garage.
- j. No automated parking system, other than the parking lifts defined in subsection 31-171(a)(6)i., shall be permitted as a required parking space unless first approved as a

conditional use by the City Commission at a public hearing following the procedures in section 31-73 of the City Code.

- (7) *Parking setback.* The edge of all parking pavement and access roads (not including driveway connections to a street) shall be set back a minimum of ten feet from the right-of-way of all streets. This setback distance shall be landscaped in conformance with these regulations.
- (8) *Landscaping of off-street parking.* Parking structures and surface parking lots shall be landscaped in accordance with the provisions of these regulations.
- (b) *Amount of off-street parking.* The minimum number of parking spaces to be provided and maintained for each use or occupancy shall be as follows:
 - (1) *Residential single-family detached and residential duplex:*
 - a. *Garage spaces.* Each dwelling unit is required to provide a minimum of one parking space in a fully enclosed, attached private garage. Dwelling units with four or more bedrooms are required to provide a minimum of two parking spaces in a fully enclosed, private garage. Conversion of the garage into living area is prohibited.
 - b. *Exterior spaces.* All dwelling units shall provide a minimum of one unenclosed parking space. Dwellings with three or more bedrooms shall provide two unenclosed parking spaces. Parking spaces shall not be located so as to require a parked vehicle to interfere with sidewalk travel lines.
 - (2) *Residential townhouse.*
 - a. *Garage spaces.* Each dwelling unit is required to provide a minimum of one parking space in a fully enclosed, attached private garage. Conversion of the garage into living area is prohibited.
 - b. *Exterior spaces.* Each dwelling unit shall provide a minimum of one unenclosed parking space. Dwelling units with four or more bedrooms shall provide two unenclosed parking spaces. Parking spaces shall not be located so as to require a parked vehicle to interfere with sidewalk travel lines.
 - (3) *Residential multifamily.*
 - a. 1½ parking spaces shall be provided for each efficiency unit or one bedroom unit.
 - b. Two parking spaces shall be provided for each unit with two or more bedrooms or one bedroom unit with den or study.
 - c. In addition to the above, multiple-family buildings of over 35 feet in height or with more than 20 dwelling units shall be required to provide supplemental guest parking space equal to a minimum of five percent of the spaces otherwise required.
 - (4) *Other residential buildings.*
 - a. *Dormitories, fraternities:* One parking space for each bed.
 - b. *Hotels and motels, including clubs:* One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of:
 - 1. 35 percent of the required off-street parking for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs or cabarets.
 - 2. 50 percent of the required off-street parking for conference facilities, ballrooms, banquet halls, meeting rooms or auditoriums.

- c. *Housing for elderly requiring little or no special care, including retirement communities or adult retirement communities:* One parking space for each dwelling unit plus one space for each employee on the day shift.
- d. *Housing for elderly or others requiring moderate special care, including adult congregate living facilities, assisted living facilities, extended care facilities and long-term care facilities:* One-half of one space per bed plus one space for each employee on the day shift.
- e. *Housing for the elderly or others requiring extensive special care, including nursing homes and hospices:* One-half parking space per bed and one parking space per employee on day shift.
- f. *Integrated living facilities for the elderly incorporating multiple care environments, including continuing care retirement communities:* Parking requirements to be calculated from individual components based on c. through e. above.

(5) *Non-residential: Amusement and recreational facilities.*

Amusement center, general	One space per 200 square feet gross floor area.
Arenas and stadiums	One space per four seats or one space per 200 square feet gross floor area.
Baseball/softball diamonds	20 spaces per diamond.
Auditorium	One space per four seats or one space per 200 square feet gross floor area, whichever is greater.
Batting cages	Two spaces per cage.
Billiard/pool center	One space per 150 square feet gross floor area.
Bowling center	Four spaces per lane, plus any restaurant, lounge and retail component.
Cinema/movie theatre	One space per four seats.
Community Centers (nongovernmental)	One space per 250 square feet gross floor area.
Courts, outdoor (tennis, handball, racquetball, etc.)	Three spaces per court.
Dance hall	One space per four seats or one space per 200 square feet gross floor area, whichever is greater.

Dance school	One space per 200 square feet gross floor area.
Golf course	Four spaces per hole, plus driving range and clubhouse facilities (retail, restaurant, etc.)
Golf driving range	Two spaces per tee station.
Indoor court facility	Four spaces per court, plus spa, restaurant, lounge or retail.
Marinas, commercial	Five spaces, plus one space for each two slips, plus one space for each ten dry storage spaces, plus one space for each 350 square feet of indoor display space of boats for sale, plus one space for each 1500 square feet of outdoor display of boats for sale, plus any retail or restaurant space. For parking of cruise or charter passengers, see "Non-residential: Miscellaneous" subsection.
Miniature golf course	Three spaces per hole.
Theatre, live performance	One space per four seats or one space per 200 square feet gross floor area, whichever is greater.
Swimming pool, commercial	One space per 50 square feet of water. plus retail, spa, or restaurant.

(6) *Non-residential: Community and educational facilities.*

Community centers	One space per 250 square feet gross floor area.
Child or adult care facilities	See: "Schools, nursery."
Day care facilities	See: "Schools, nursery."
Fraternal buildings, lodges, union halls	One space per 100 square feet gross floor area.
Colleges and universities, business and professional schools	One space per classroom plus one space adult per student or one space per ten seats of largest assembly room (if applicable), whichever is larger.

Government offices	One space per 300 square feet gross floor area.
Hospitals	Two spaces per bed, plus outpatient medical clinic and outpatient medical offices, if any.
Libraries	One space per 350 square feet gross floor area.
Museums	One space per 350 square feet gross floor area.
Post offices	One space per 100 square feet of public service area plus one space per employee.
Sanitariums, orphanages, homes for the infirm	See: "Other residential buildings."
Schools, elementary	Five spaces plus one space per classroom or one space per ten seats of largest assembly room, whichever is larger.
Schools, middle	Five spaces plus one space per classroom or one space per ten seats of largest assembly room, whichever is larger.
Schools, nursery	Five spaces plus one per employee or one space per 400 square feet gross floor area, whichever is larger.
Schools, high	Ten spaces plus one space per classroom plus one space for each five students or one space per ten seats of largest assembly room, whichever is larger.
School, vocational	Five spaces plus one space per classroom plus one space per student.

(7) *Non-residential: Industrial, manufacturing and warehousing uses.*

Building supplies, sale of	One space per 400 square feet gross floor area.
Contractor shops (general, electrical, plumbing, roofing, air conditioning)	One space per 400 square feet gross floor area.
Construction equipment, sales or rental	One space per 400 square feet gross floor area plus one space

	per 1000 square feet outdoor display or storage.
Distribution terminals	One space per 500 square feet gross floor area.
Manufacturing	One space per 800 square feet gross floor area.
Marine supplies, wholesale	One space per 500 square feet gross floor area.
Medical supplies, wholesale	One space per 500 square feet gross floor area.
Research and testing laboratories	One space per 500 square feet gross floor area.
Trucks, heavy: sales or rental	One space per 500 square feet gross floor area plus one space per each 2000 square feet of display or storage.
Self-storage warehouses	One space per 5000 square feet gross floor area plus one space per 300 gross floor area for office plus two spaces for living quarters.
Warehouses	One space per 1000 square feet gross floor area.

(8) *Non-residential: Offices, medical and professional.* (For office buildings over 150,000 square feet, see "Large Office Buildings" subsection)

Business and professional offices	One space per 300 square feet gross floor area.
Health institutions	One space per 300 square feet gross floor area.
Medical and dental offices	One space per 300 square feet gross floor area.
Medical and dental clinics	One space per 300 square feet gross floor area.
Research and testing laboratories	One space per 500 square feet gross floor area.
Telemarketers	One space per 100 square feet gross floor area.
Travel agencies	One space per 300 square feet gross floor area.

Veterinarians, animal hospitals	One space per 300 square feet gross floor area.
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(9) *Large office buildings.* A large office building must meet the following criteria: 1) Contain a minimum of 150,000 square feet of total gross floor area for the building; 2) Restrict the ultimate occupancy of the building to a minimum of two-thirds office uses; 3) Exclude cinemas or theatres.

- a. One parking space for each 300 square feet of 80 percent of the gross floor area, and
- b. One parking space for each 200 square feet for 12.5 percent of the gross floor area, and
- c. One parking space for each 75 square feet for 7.5 percent of the gross floor area.

In addition, a credit of ten percent of the total parking requirement shall be deducted from the actual number of spaces calculated in the above formula.

(10) *Non-residential: Restaurants, lounges and other food and drink establishments.* (When located in shopping centers over 40,000 square feet, see also "Shopping Centers" subsection)

Bars, beer gardens, cocktail lounges, pubs, taverns, nightclubs	One space per 100 square feet gross floor area.
Cafeterias	One space per 200 square feet gross floor area.
Coffee and pastry store, coffeehouses	One space per 200 square feet gross floor area.
Delicatessens	One space per 200 square feet gross floor area.
Fast food restaurants	One space per 200 square feet gross floor area.
Ice cream parlor	One space per 200 square feet gross floor area.
Restaurants, traditional	One space per 200 square feet gross floor area.

Open air seating for restaurants and bars shall be calculated at fifty percent of the square footage of the area. Open air seating is defined as follows:

- a. Any seating area which is not air-conditioned, and
- b. Any seating area with or without a roof where a maximum of two sides are open or consist of a substantially nonrigid material such as, but not limited to, canvas or screening.

(11) *Non-residential: Retail stores and personal services.* (For stores in shopping centers over 40,000 square feet, see "Shopping Centers" subsection.)

Art galleries	One space per 350 square feet gross floor area.
Animal hospitals, veterinarians	See: "Offices and medical offices."
Auction galleries	One space per 250 square feet gross floor area, or one space per three seats in assembly or auditorium area, whichever is larger.
Automatic teller machines	Six spaces for first machine, four spaces (stand alone) for each additional machine.
Automobile repair garages	Three spaces plus three spaces per service bay.
Automobile rental	Five spaces, plus one space for each 25 parking spaces for vehicle inventory.
Automobile sales	One space per 300 square feet of interior area (not including service bays) plus one space for each 35 parking spaces for vehicle inventory plus four spaces for each service bay.
Automobile service station	Three spaces, plus one space per 200 square feet of convenience store, including cashiering area, plus four spaces per service or washing bay, plus three spaces per automatic teller machine, plus any restaurant use.
Automobile washes, hand and automatic	Four spaces plus eight stacking spaces per line or station.
Bakeries	One space per 250 square feet gross floor area.
Barber and beauty shops	Two spaces per chair or one space per 150 square feet gross floor area if not provided.
Banks, other similar financial institutions	One space per 200 square feet gross floor area, plus four spaces per ATM.

Building and home repair	One space per 300 square feet gross floor area. supplies.
Butcher shops	One space per 250 square feet gross floor area.
Carpet, tile and other floor coverings retail stores	One space per 500 square feet gross floor area.
Convenience store	One space per 200 square feet gross floor area.
Dry cleaners and laundries, take-in	One space per 200 square feet gross floor area.
Drugstores and pharmacies	One space per 200 square feet gross floor area.
Furniture stores	One space per 500 square feet gross floor area.
Funeral homes, mortuaries	Seven spaces per 1000 square feet gross floor area.
Grocery stores	One space per 200 square feet gross floor area.
Hardware stores	One space per 300 square feet gross floor area.
Laundry, self service	0.75 spaces per each wash machine and clothes dryer.
Liquor store, package stores	One space per 150 square feet gross floor area.
Marine supplies	One space per 300 square feet gross floor area.
Service station	See: "Automobile service station."
Swimming pool supplies	One space per 300 square feet gross floor area.
All other retail uses	One space per 250 square feet gross floor area.

(12) *Non-residential: Large Shopping Centers and/or Mixed-Use Developments.*

- a. Shopping centers over 40,000 square feet in gross floor area may use the following generalized parking values:
 1. One parking space for each 225 square feet of gross leasable area in shopping centers with more than 40,000 and less than 1,000,000 square feet of gross leasable area.
 2. One parking space for each 250 square feet of gross leasable area in shopping centers with 1,000,000 square feet or more of gross leasable area.

Shopping centers which have gross floor areas under 200,000 square feet may use the generalized parking values only if no more than ten percent of gross leasable area occupied by any one or any combination of the following uses:

1. Bars.
2. Beer gardens.
3. Cafes.
4. Cafeterias.
5. Cocktail lounges.
6. Convenience stores.
7. Night clubs.
8. Restaurants.
9. Taverns.
10. Theaters.

At the discretion of the Community Development Director, shopping centers utilizing the generalized parking values may be required to enter into a covenant or other site plan restriction mandating adherence to this requirement.

- b. Shopping centers and/or mixed-use developments may apply for approval of shared parking. The petition for shared parking shall include an independent parking study in a form acceptable to the City, which includes but is not limited to, information indicating that the shopping center and/or mixed-use development uses are such that a sufficient disparity in peak demand for parking spaces exists to support the concept of shared parking.

At the discretion of the Community Development Director, shopping centers and/or mixed-use developments utilizing shared parking may be required to enter into a covenant or other site plan restriction restricting the size, mix or location of uses within the shopping center and/or mixed-use development.

- c. Parking requirements for shopping centers not meeting these criteria shall be calculated on a use by use basis.

(13) *Non-residential: Miscellaneous uses.*

- a. *Places of worship:* One parking space per four seats in the largest assembly area.
- b. *Parking for passengers of cruise boats, charter boats, water taxis or ferries:* One per seat capacity of boats served.

(14) *Calculating required parking spaces:*

- a. *Uses not specifically mentioned:* The requirements for off-street parking for any uses not specifically listed in this section shall be the same as provided in this section for the use

most similar to the one sought, as determined by the Community Development Department.

- b. *Fractional spaces:* When units or measurements determining number of required off-street parking spaces result in requirement of fractional space, any such fraction equal to or greater than one-half shall require a full off-street parking space.
- c. *Mixed uses:* In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately, and off-street parking space for one use shall not be considered as providing the required off-street parking for any other use.
- d. *Measurements:*
 - 1. For the purposes of this chapter, gross floor area (GFA) shall mean the floor area inside of the exterior walls including elevators, stairwells, common corridors, trash rooms, common lobbies, common restrooms, meter rooms and ancillary power equipment rooms.
 - 2. For the purposes of this article, net floor area (NFA) shall mean the floor area inside of the exterior walls excluding elevators, stairwells, common corridors, trash rooms, common lobbies, common restrooms, meter rooms, ancillary power equipment rooms, and all rooms with ceilings less than six feet high.
 - 3. For the purposes of this article, total floor area (TFA) shall mean the same as gross floor area.
 - 4. In hospitals, bassinets shall not count as beds.
 - 5. In stadiums, sport arenas, places of worship and other places of assembly in which occupants utilize benches, pews or other similar seating facilities, each 20 lineal inches of such seating shall be counted as one seat for the purpose of computing off-street parking requirements.
 - 6. In outdoor display areas for vehicle sales or rental, only areas designated for vehicle parking shall be measured. Driveway aisles and landscaped medians are not intended to be included in the measured area.

(c) *Use of permitted facilities.*

- (1) *Permitted use.* Parking spaces approved in accordance with this chapter may be used for the intermittent parking of licensed motor vehicles of employees, occupants, owners, tenants or customers utilizing the building or use served by said required parking space. Supplemental parking (parking facilities provided but not required) may be used for any purpose related to the use of the building it serves, subject to the conditions hereinafter set forth.
- (2) *Limitations on use of required parking facilities.* The following uses and activities shall not be permitted in required parking facilities:
 - a. Parking to serve an off-site building unless in accordance with an off-site parking agreement approved by the City in accordance with this chapter.
 - b. Storage, repair or display of any vehicles, equipment or merchandise, except as may be approved by the City through a temporary use permit.
 - c. Parking of vehicle, which, due to its size, shape, contents or location creates an obstruction, safety hazard or nuisance.
 - d. Parking of vehicles outside of designated parking areas approved on a site plan.

(d) *Off-street loading.*

- (1) *General provisions.* Adequate space for loading and unloading of materials, goods or things, and for delivery and shipping, shall be provided and maintained on the same plot as the building which it serves.

Where any structure is enlarged or any use is extended so that the size of the resulting occupancy comes within the scope of this section, the full amount of off-street loading space shall be supplied and maintained for the structure or use in its enlarged or extended size. Where the use of a structure or land or any part thereof is changed to a use requiring an off-street loading space, such space shall be supplied and maintained to comply with this section.

For the purposes of this section, an off-street loading space shall be an area at the grade level at least ten feet wide by 25 feet long with fourteen foot vertical clearance. Each off-street loading space shall be directly accessible from a street or alley without crossing or entering any other required loading space, and shall be arranged for convenient and safe ingress and egress by motor truck and/or trailer combination. Such loading space shall also be accessible from the interior of any building it is intended to serve.

- (2) *Specifications.* The following minimum conditions shall apply; additional conditions may be imposed as part of a conditional use or final site plan approval. Off-street loading spaces shall be provided and maintained in accordance with the following schedule:
- a. For each retail store, storage warehouse, wholesale establishment, industrial plant, factory, freight terminal, market, restaurant, funeral home, laundry, dry cleaning establishment or similar building or use which has an aggregate gross floor area of:

5,000 square feet to 25,000 square feet	1 space
25,000 square feet to 60,000 square feet	2 spaces
60,000 square feet to 120,000 square feet	3 spaces
120,000 square feet to 200,000 square feet	4 spaces
200,000 square feet to 290,000 square feet	5 spaces
Plus for each additional 90,000 square feet over 290,000 square feet or major fraction thereof	1 space

- b. Convenience store: 1 space
- c. For each multiple dwelling, hotel or motel which has a number of dwelling or hotel/motel units of:

25 to 50 units	1 space
Over 50 to 200 units	2 spaces
Over 200 units	3 spaces

Such loading spaces shall not be located in the required front yard.

- d. For each auditorium, convention hall, exhibition hall, museum, hotel, office building, sports arena, stadium, hospital or similar use which has an aggregate gross floor area of:

Over 20,000 square feet but not over 40,000 square feet	1 space.
Plus for each additional 60,000 square feet over 40,000 square feet or major fraction thereof.	1 space

The loading requirements for any unspecified use shall be that which is required for similar specified uses.

- e. Off-street loading facilities supplied to meet the needs of one use shall not be considered as meeting off-street loading needs of any other use.
- f. No area or facilities supplied to meet the required off-street parking facilities for a use shall be for, or be deemed to meet, the requirements of this section for off-street loading facilities.
- g. Nothing in this section shall prevent the collective, joint or combined provision of off-street loading facilities for two or more buildings or uses, provided that such off-street loading facilities are equal in size and capacity to the combined requirements of the several buildings or uses and arranged as to be usable thereby.
- h. Plans for buildings or uses requiring off-street loading facilities under the provisions of this section shall clearly indicate the location, dimensions, clearances and access of all such required off-street loading facilities.
- (e) *Drive-through service windows, gatehouses and controlled entries.* Businesses that provide a drive-through service are required to provide a drive-through service lane or lanes, whether for stacking or queuing, as separate and distinct lanes from the circulation lanes necessary for entering or exiting the property. Each drive-through lane shall be separated from other on-site lanes. Each such drive-through lane shall be curbed, striped, marked or otherwise distinctly delineated. A separate and distinct escape lane shall be provided. A public street or alley shall not be counted as an escape lane. Drive-through lanes and escape lanes shall not conflict, or otherwise hamper access, to or from any parking space. Pedestrian walkways shall be clearly separated from drive-through lanes. Gatehouses or controlled entries shall provide stacking at the entry to the development as provided in the table below. No gatehouse or controlled entry shall be established until such use has been approved by the City Manager and has received all other permits required by these LDRs. An Application for Entry Feature Approval for such gatehouse or controlled entry shall be filed with the Community Development Department on the forms provided by the Department.
- (1) *Specifications.* Stacking spaces necessary for the provision of drive-through lanes and gatehouses and controlled entries shall be determined using the following table. Stacking area shall be provided at the first required stopping area, such as the ordering board of a restaurant. If a second stopping area is required, such as a delivery and cashiering window, auxiliary stacking area shall be provided in the indicated amounts. No vehicle shall stack in the public right-of-way or in the area designated for off-street parking.
- (2) *Stacking Space Size.* Stacking spaces required by this section shall be no less than 12 feet wide and 20 feet long.

Type of Facility	Primary Stacking	Auxiliary Stacking
Automatic teller machine	4 per service lane	1 per service lane
Bank	4 per service lane	1 per service lane
Car wash	4 per service lane	2 per service lane
as accessory use	3 per service lane	1 per service lane
Gatehouse/Controlled entry	Amount determined sufficient for the specific development by queuing analysis in a traffic study submitted by the owner and approved by the City Manager	
Laundry, dry cleaners	2 per service lane	1 per service lane
Pharmacies	3 per service lane	1 per service lane
Restaurant	6 per service lane	2 per service lane
Video rental	5 per service lane	1 per service lane

(Ord. No. 99-09, § 1(Exh. A, § 801), 7-13-99; Ord. No. 2002-07, § 2, 3-5-02; Ord. No. 2005-15, § 2, 11-1-05; Ord. No. 2007-04, § 1, 2-6-07; Ord. No. 2008-02, § 1, 2-5-08; Ord. No. 2012-15, § 6, 10-2-12; [Ord. No. 2016-04, § 2, 4-5-16](#).)

Bal Harbour Village Code of Ordinances

Sec. 21-384. - Number of spaces.

The schedule of off-street parking requirements shall be as follows:

- (1) *Single-family detached dwellings*: Two parking spaces for each dwelling unit, with not less than one space provided within a garage or Carport.
- (2) *Multiple-Family Dwellings*: One and one-half parking spaces for each dwelling unit, plus one additional space for each ten dwelling units in the total apartment complex, plus the required spaces for any business establishments contained within the complex.
- (3) *Hotels*: One parking space for each Guest Room capable of separate occupancy, plus one space for each 400 square feet of public assembly area, plus the required spaces for any business establishments contained within the complex.
- (4) *Business establishments*: Four parking spaces for each 1,000 square feet of leasable floor area or 90 percent of gross floor area, whichever is the greater, except for the following uses:
 - a. Municipal Buildings.
 - b. Churches.
- (5) *Private Clubs*: One parking space for each five members, plus one space for each three employees.
- (6) *Private Recreational Facilities*: One parking space for each 400 square feet of gross floor area. Notwithstanding the provisions of section 21-385(a), at the discretion of the Village Council up to 50 percent of the required number of parking spaces may be provided by the utilization of a stabilized sodded grass alternative surface. Such sodded grass alternative surface shall conform to Village specifications for base material, drainage and species of grass.

(Ord. No. 169, § 7-4, 6-29-74; Ord. No. 171, § 1, 11-30-74; Ord. No. 404, § 3, 10-24-95)

Miami Beach

Sec. 130-32. - Off-street parking requirements for parking district no. 1.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 1, accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows:

- (1) Adult booth, as defined in section 142-1271: One space per one adult booth.
- (2) Adult congregate living facility: One space per two beds.
- (2A) Alcoholic beverage establishment: One space per four seats and one space per 60 square feet of area not utilized for seating.
- (3) Alcoholic beverage establishment which permits partial nudity: One on-site space per three seats.
- (4) Amusement place, video arcade, dance hall, skating rink, auditorium or exhibition hall without fixed seats: One space per 60 feet of floor area available for seats where there is no seating.
- (5) Animal hospital: One space per 400 square feet of floor area.
- (6) Apartment building and apartment-hotel:
 - a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit.
 - b. Apartment buildings on lots wider than 50 feet:
 - 1.5 spaces per unit for units between 550 and 999 square feet;
 - 1.75 spaces per unit for units between 1,000 and 1,200 square feet;
 - 2.0 spaces per unit for units above 1,200 square feet.
 - c. Designated guest parking: Developments of 20 units or less shall have no designated guest parking requirements. Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.
 - d. For existing apartment and apartment-hotel buildings, which are classified as "contributing" are located within the Normandy Isles National Register District or the North Shore National Register District, and which are being substantially retained, preserved and restored, there shall be no parking requirement for the existing structure, and any addition up to a maximum of 2,500 square feet, whether attached or detached. The proposed addition to the existing structure shall be subject to the review and approval of the design review board or historic preservation board, whichever has jurisdiction, and shall include a renovation plan for the existing structure that is fully consistent with the secretary of the interior guidelines and standards for the rehabilitation of historic buildings.

(6A) *Housing for low and/or moderate income non-elderly and elderly persons.* For purposes of this regulation, the following definitions shall apply:

Elderly person shall be defined as a person who is at least 62 years of age.

Non-elderly person is a person who is of legal age but less than 62 years of age.

Elderly household means a one- or two-person household in which the head of the household or spouse is at least 62 years of age.

Non-elderly household means a one- or two-person household in which the head of the household or spouse is of legal age but less than 62 years of age.

Housing for the elderly shall not be construed as homes or institutions for the aged, which are primarily assisted living facilities, convalescent or nursing homes.

Low income means households whose incomes do not exceed 50 percent of the median income for the area as determined by the U.S. Department of Housing and Urban Development.

Moderate income means households whose incomes are between 51 percent and 80 percent of the median income for the area as determined by the U.S. Department of Housing and Urban Development.

Parking requirements for housing for low and/or moderate income non-elderly and elderly persons:

- a. 0.5 parking space per dwelling unit for elderly housing.
 - b. 1.00 parking space per dwelling unit of 800 square feet or less for non-elderly low and/or moderate income housing. Units larger than 800 square feet shall meet the required parking as provided in (6)a., b., and c., as applicable.
 - c. For the purposes of this section only, housing for low and/or moderate income non-elderly and elderly persons shall be publicly owned or nonprofit sponsored and owned, or developed by for-profit organizations.
 - d. The applicant shall submit written certification from the corresponding state or federal agency in charge of the program.
 - e. Off-street parking, pursuant to this section, shall be permitted only after a finding by the planning director that, in view of the location of such housing and the economic status of anticipated occupants, the proposed parking will be adequate to serve proposed occupants, visitors and employees, including the proposed unit size and likelihood that the occupants will have a need for parking.
 - f. A covenant running with the land restricting the use of the property for housing for low and/or moderate income non-elderly and elderly persons for a period of no less than 30 years shall be executed by the owner of the property, approved as to form by the city attorney, recorded in the public records of the county and shall be submitted prior to the issuance of a building permit. The declarations within the covenant are not severable. If a subsequent judicial determination invalidates the age restriction in this section, or the covenant, the city shall not issue a certificate of use and occupancy for a new use until the property owner satisfies the then applicable parking requirements under this Code. The property owner may satisfy the parking requirements by actually providing the additional parking spaces or by reducing the number of residential units. However, a property owner shall not be able to satisfy the parking requirements by the payment of a fee in lieu of providing parking. At the time of development review, the property owner shall submit a statement of intent to construct housing for low and/or moderate income non-elderly and elderly persons in accordance with this section.
 - g. After approval of the decrease in parking spaces, the premises shall not be used other than as housing for the non-elderly and elderly persons unless and until any parking requirements and all other requirements or limitations of this Code for the district involved and applying to the new use shall have been met.
- (7) Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: One space per four seats or one space per 60 square feet of floor area available for seats.
 - (8) Bar: One space per four seats and one space per 60 square feet of area not utilized for seating.
 - (9) Bowling alley or pool room: One space for each alley or per billiard or pool table.
 - (10) Bus station: One space per 60 square feet of floor area.

- (11) Cabana: One space per two cabanas.
- (12) Cafe, beachfront: Shall have no parking requirement.
- (13) Cafe, outdoor: One space per four seats.
- (14) Cafes, sidewalk: Shall have no parking requirement.
- (15) Church, synagogue or temple: One space per six seats or bench seating spaces in main auditorium.
- (16) College: One space per five seats in the main auditorium or one space per three seats per classroom, whichever is greater.
- (16A) Dance hall: One space per four seats and one space per 60 square feet of area not utilized for seating.
- (17) Dormitory: One space per two beds or one space per 150 square feet of floor area, whichever is greater.
- (17A) Entertainment establishment: One space per four seats and one space per 60 square feet of area not utilized for seating.
- (18) Financial institutions: One space per 300 square feet of floor area.
- (19) Funeral home: One space per six seats or bench seating spaces in chambers and chapels.
- (20) Furniture store, hardware, machinery, equipment and automobile and boat sales and service: One space per 400 feet of floor area.
- (21) General service or repair establishment, printing, publishing, plumbing, heating, broadcasting: One space per 1,000 square feet of floor area.
- (22) Grocery stores, supermarket, fresh fruit, fish, meat, poultry: One space per 250 square feet of floor area.
- (23) High school: One space per 12 seats in the main auditorium or one space per six seats in a classroom, whichever is greater.
- (24) HD hospital districts: The following parking regulations shall apply to structures situated in the HD hospital district. The number of off-street parking spaces required for any structure shall be determined by the primary use of the structure in accordance with the requirements as follows:
 - a. Hospital: 1½ spaces per hospital bed.
 - b. Educational facility: One space per five seats in the main auditorium or one space per three seats per classroom, whichever is greater.
 - c. Offices and clinics as identified in subsections 142-452(2)g and h: One space per 400 square feet of floor area.
 - d. Hospital staff offices as identified in subsection 142-452(2)i: One space per 350 square feet of floor area.
 - e. Research facility: One space per 1,000 square feet of floor area.
 - f. When not listed above, the parking requirement for uses listed in this section shall apply.
- (25) Hotel, convention: For structures of less than 250 units, one space per unit; for structures with 250—499 units, 0.75 space per unit; for structures with 500 units or more, 0.50 space per unit. Required parking for convention hotel accessory uses shall be as follows:
 - a. Retail: Required parking shall be computed at one space per 500 square feet, minus 7.5 square feet per unit.
 - b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per seven seats or one space per 105

square feet of floor area where there is no seating, minus one seat or 15 square feet per unit.

- c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat or 15 square feet per two units.
- d. Required parking for all other uses shall be as set forth in this section.

The zoning board of adjustment may grant a variance for the total amount of parking required for a hotel and related accessory uses by up to ten percent.

(25A) CCC civic and convention center district: The following parking regulations shall apply to structures situated in the CCC civic and convention center district. The number of off-street parking spaces required for any structure shall be determined by the primary use of the structure in accordance with the requirements as follows:

- i. Auditorium, convention hall or meeting rooms: One space per 1,000 square feet of floor area available for seats.
- ii. Hotel, convention: 0.4 spaces per unit.
- iii. When not listed above, the parking requirement for primary uses listed in this section shall apply.

The city commission may waive the total amount of required parking for uses in the CCC district by up to 20 percent.

(26) Hotel, suites hotel, motel, or motor lodge: 1 space per unit, except as follows:

Properties located within a local historic district or National Register Historic District	
New floor area for hotel rooms, associated with retaining, preserving and restoring a building or structure that is classified as "contributing" as of March 13, 2013, as defined below	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units
Other (e.g., new construction or substantial demolition of contributing building)	1 space per unit
Properties bounded by 62nd Street on the south, 73rd Street on the north, Indian Creek on the west and the Atlantic Ocean on the east	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units
Properties located south of Fifth Street and properties zoned residential and located south of 17th Street, west of Alton Court, east of Biscayne Bay and north of 6th Street	1 space per unit
Properties not listed above:	

Hotels, limited by covenant to no restaurants or pools open to the public, no outdoor bar counters, entertainment or special events, and located in a commercial zoning district within 1,000 feet of the boundary of an area that is (1) zoned CD-3 and (2) part of an historic district	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units, up to a maximum cap of 150 rooms total
Within 150 feet of a single-family district or RM-1 district, notwithstanding the above	1 space per unit
Other	1 space per unit

;adv=1;For purposes of this section, "retaining, preserving and restoring a building or structure that is classified as 'contributing'" means that the following portions of such building or structure must remain substantially intact:

- i. At least 75 percent of the front and street side facades;
- ii. At least 75 percent of the original first floor slab;
- iii. For structures that are set back two or more feet from interior side property line, at least 66 percent of the remaining interior side walls; and
- iv. All architecturally significant public interiors;

or if approved by the historic preservation board, pursuant to section 118-395(b)(2)d.2.

In addition to the above, in order for any hotel to receive the reduced rate of .5 spaces per unit, a hotel guest shuttle service shall be provided and maintained, and a hotel employee parking plan is required, which shall be subject to the review and approval of the planning department. Such hotel employee parking plan shall include mandatory measures to address employee parking, including, but not limited to, provision of transit passes, carpool or vanpool programs, off-site parking when available, monthly city parking passes, and/or other measures intended to limit the impact of employee parking on surrounding neighborhoods.

However, suites hotel units as defined in section 142-1104 that are greater than 550 square feet and that contain full cooking facilities on lots that are greater than 50 feet in width, shall have the same parking requirement as apartment buildings in [subsections] (6) b. and c. above. Required parking for hotel accessory uses shall be as follows:

- a. Retail—Required parking shall be computed at 1 space per 400 square feet, minus 7.5 square feet per unit.
- b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly—Required parking shall be 1 space per 4 seats or 1 space per 60 square feet of floor area where there is no seating, minus 1 seat or 15 square feet per unit.
- c. Restaurant or other establishment for consumption of food or beverages on the premises—Required parking shall be 1 space per 4 seats minus 1 seat for every 2 units.
- d. Required parking for all other uses shall be as set forth in this section.

These parking requirements for hotel accessory uses are only applicable to structures that are being newly constructed or substantially rehabilitated as hotels.

The zoning board of adjustment may grant a variance for the total amount of parking required for a hotel and related accessory uses by up to 20 percent.

- (27) Junior high, elementary or nursery school: 1 space per 15 seats in main assembly room plus 1 space per classroom.
- (28) Laundry: 1 space per 500 square feet of floor area.
- (29) Major cultural dormitory facility: 1 space per unit.
- (30) Manufacturing or industrial establishment, research or testing laboratory, creamery, bottling plant, wholesale, warehouse or similar establishment: 1 space per 1,000 square feet of floor area.
- (31) Marina: 1 space per 2 wet slips; 1 space per 10 slips in dry dock storage facility.
- (32) Reserved.
- (33) Nursing homes: 1 space for each 2 beds.
- (34) Office or office building: 1 space per 400 square feet of floor area; however, medical offices and clinics or offices located on the ground floor shall provide 1 space per 300 square feet.
- (35) Private clubs, country clubs, fraternities, sororities and lodges: 1 space per 250 square feet of floor area.
- (36) Restaurants or other establishment for consumption of food or beverages on the premises: 1 space per 4 seats; take out restaurant with no seats: 1 space per 300 square feet of floor area; take out restaurant and home delivery with no seats: 1 space per 200 square feet of floor area. Parking requirements for restaurants offering a combination of services shall be cumulative. Restaurants that have an occupational license for an alcoholic beverage establishment, dance hall or entertainment establishment shall meet the parking requirement indicated for those uses.
- (37) Retail store, coin laundry, dry cleaning receiving station, stock brokerage or personal service establishment: 1 space per 300 square feet of floor area.
- (38) Roominghouse, boardinghouse or lodginghouse: 1 space per hotel unit plus 2 spaces for the building.
- (39) Single-family detached dwelling: 2 spaces.
- (40) Shopping center: 1 space per 300 square feet; however, the parking requirements for eating and drinking uses shall be as established under subsection (32) of this section.
- (41) Theatre: 1 space per 4 seats.
- (42) Telephone exchanges or equipment buildings: 1 space per 1,500 square feet of floor area.
- (43) Townhouse: 2 spaces for each unit plus 1 designated guest space per 5 units.

(Ord. No. 89-2665, § 7-2(A), eff. 10-1-89; Ord. No. 90-2684, eff. 3-3-90; Ord. No. 90-2685, eff. 3-3-90; Ord. No. 90-2718, eff. 11-6-90; Ord. No. 91-2767, eff. 11-2-91; Ord. No. 92-2778, eff. 3-28-92; Ord. No. 93-2882, eff. 10-1-93; Ord. No. 94-2934, eff. 8-7-94; Ord. No. 98-3108, § 5(A), 1-21-98; Ord. No. 99-3222, § 3, 12-15-99; Ord. No. 2003-3410, § 1, 5-21-03; Ord. No. 2006-3503, § 2, 2-8-06; Ord. No. 2007-3567, § 1, 9-5-07; Ord. No. 2011-3744, § 1, 10-19-11; Ord. No. 2013-3795, § 1, 3-13-13; Ord. No. 2014-3878, § 1, 6-11-14; Ord. No. 2015-3919, § 1, 1-14-15)

Sec. 130-33. - Off-street parking requirements for parking districts nos. 2, 3, 4, 5, 6, and 7.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3, 4 and 5 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building and apartment-hotel:*

- a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit.
- b. Apartment buildings on lots wider than 50 feet:
 - 1.5 spaces per unit for units between 550 and 999 square feet;
 - 1.75 spaces per unit for units between 1,000 and 1,200 square feet;
 - 2.0 spaces per unit for units above 1,200 square feet.
- c. Designated guest parking: Developments of 20 units or less shall have not designated guest parking requirements. Multifamily buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.
- d. For apartment buildings located within parking district no. 5, there shall be no designated guest parking requirement; there shall be no parking requirement for existing structures utilized for residential apartments; one space per unit for new construction and/or additions utilized for residential apartments.
- e. For existing apartment and apartment-hotel buildings, which are classified as "contributing", are located within the Normandy Isles National Register District, and which are being substantially retained, preserved and restored, there shall be no parking requirement for the existing structure, and any addition up to a maximum of 2,500 square feet, whether attached or detached. The proposed addition to the existing structure shall be subject to the review and approval of the design review board or historic preservation board, whichever has jurisdiction, and shall include a renovation plan for the existing structure that is fully consistent with the Secretary of the Interior Guidelines and Standards for the Rehabilitation of Historic Buildings.

(1A) *Housing for low and/or moderate income non-elderly and elderly persons.* For purposes of this regulation, the following definitions shall apply:

Elderly person shall be defined as a person who is at least 62 years of age.

Non-elderly person is a person who is of legal age but less than 62 years if age.

Elderly household means a one- or two-person household in which the head of the household or spouse is at least 62 years of age.

Non-elderly household is a one- or two-person household in which the head of the household or spouse is of legal age but less than 62 years of age.

Housing for the elderly shall not be construed as homes or institutions for the aged, which are primarily assisted living facilities, convalescent or nursing homes.

Low income means households whose incomes do not exceed 50 percent of the median income for the area as determined by the U.S. Department of Housing and Urban Development.

Moderate income means households whose incomes are between 51 percent and 80 percent of the median income for the area as determined by the U.S. Department of Housing and Urban Development.

Parking requirements for housing for low and/or moderate income non-elderly and elderly persons:

- a. 0.5 parking space per dwelling unit for elderly housing.
 - b. 1.00 parking space per dwelling unit of 800 square feet or less for non-elderly low and/or moderate income housing. Units larger than 800 square feet shall meet the required parking as provided in (6)a., b., and c., as applicable.
 - c. For the purposes of this section only, housing for low and/or moderate income non-elderly and elderly persons shall be publicly owned or nonprofit sponsored and owned, or developed by for-profit organizations.
 - d. The applicant shall submit written certification from the corresponding state or federal agency in charge of the program.
 - e. Off-street parking, pursuant to this section, shall be permitted only after a finding by the planning director that, in view of the location of such housing and the economic status of anticipated occupants, the proposed parking will be adequate to serve proposed occupants, visitors and employees, including the proposed unit size and likelihood that the occupants will have a need for parking.
 - f. A covenant running with the land restricting the use of the property for housing for low and/or moderate income non-elderly and elderly persons for a period of no less than 30 years shall be executed by the owner of the property, approved as to form by the city attorney, recorded in the public records of the county and shall be submitted prior to the issuance of a building permit. The declarations within the covenant are not severable. If a subsequent judicial determination invalidates the age restriction in this section, or the covenant, the city shall not issue a certificate of use and occupancy for a new use until the property owner satisfies the then applicable parking requirements under this Code. The property owner may satisfy the parking requirements by actually providing the additional parking spaces or by reducing the number of residential units. However, a property owner shall not be able to satisfy the parking requirements by the payment of a fee in lieu of providing parking. At the time of development review, the property owner shall submit a statement of intent to construct housing for low and/or moderate income non-elderly and elderly persons in accordance with this section.
 - g. After approval of the decrease in parking spaces, the premises shall not be used other than as housing for the non-elderly and elderly persons unless and until any parking requirements and all other requirements or limitations of this Code for the district involved and applying to the new use shall have been met.
- (2) *Adult congregate living facility*: 1 space for every 2 beds.
- (3) *Hotel, convention*: 1 space per 2 units. Required parking for convention hotel accessory uses shall be as follows:
- a. Retail: Required parking shall be computed at one space per 500 square feet of floor area, minus seven and one-half square feet per unit.
 - b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat for 15 square feet per unit.

- c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per seven seats or one space per 105 square feet of floor area where there is no seating, minus one seat or 15 square feet per two units.
- d. Required parking for all other uses shall be as set forth in this section.

The zoning board of adjustment may grant a variance for the total amount of parking required for a convention hotel and related accessory uses of up to ten percent.

(4) *Hotel, suites hotel, motel, or motor lodge*: 1 space per unit, except as follows:

Properties located within a local historic district or National Register Historic District north of 63rd Street	
New floor area for hotel rooms, associated with retaining, preserving and restoring a building or structure that is classified as "contributing" as of March 13, 2013, as defined below	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units
Other (e.g., new construction or substantial demolition of contributing building)	1 space per unit
Properties bounded by 62nd Street on the south, 73rd Street on the north, Indian Creek on the west and the Atlantic Ocean on the east	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units
Properties located south of Fifth Street and properties zoned residential and located south of 17th Street, west of Alton Court, east of Biscayne Bay and north of 6th Street	1 space per unit
Properties not listed above:	
Hotels, limited by covenant to no restaurants or pools open to the public, no outdoor bar counters, entertainment or special events, and located in a commercial zoning district within 1,000 feet of the boundary of an area that is (1) zoned CD-3 and (2) part of an historic district	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units, up to a maximum cap of 150 rooms total
Within 150 feet of a single-family district or RM-1 district, notwithstanding the above	1 space per unit
Other	1 space per unit

;adv=1;For purposes of this section, "retaining, preserving and restoring a building or structure that is classified as 'contributing'" means that the following portions of such building or structure must remain substantially intact:

- i. At least 75 percent of the front and street side facades;
- ii. At least 75 percent of the original first floor slab;
- iii. For structures that are set back two or more feet from interior side property line, at least 66 percent of the remaining interior side walls; and
- iv. All architecturally significant public interiors;

or if approved by the historic preservation board, pursuant to section 118-395(b)(2)d.2.

In addition to the above, in order for any hotel to receive the reduced rate of .5 spaces per unit, a hotel guest shuttle service shall be provided and maintained, and a hotel employee parking plan is required, which shall be subject to the review and approval of the planning department. Such hotel employee parking, plan shall include mandatory measures to address employee parking, including, but not limited to, provision of transit passes, carpool or vanpool programs, off-site parking when available, monthly city parking passes, and/or other measures intended to limit the impact of employee parking on surrounding neighborhoods.

However, suites hotel units as defined in section 142-1105 that are greater than 550 square feet and that contain full cooking facilities in buildings on lots that are greater than 50 feet in width shall have the same parking requirement as apartment buildings in [subsections] (1)b. and c. above. Required parking for hotel accessory uses shall be as follows:

- a. Retail: Required parking shall be computed at one space per 400 square feet of floor area, minus seven and one-half square feet per unit.
- b. Auditorium, ballroom, convention hall, gymnasium, meeting rooms or other similar places of assembly: Required parking shall be one space per four seats or one space per 60 square feet of floor area where there is no seating, minus one seat or 15 square feet per unit.
- c. Restaurant or other establishment for consumption of food or beverages on the premises: Required parking shall be one space per four seats minus one seat for every two units.
- d. Required parking for all other uses shall be as set forth in this section.

These parking requirements for hotel accessory uses are only applicable to structures that are being newly constructed or substantially rehabilitated as hotels. The zoning board of adjustment may grant a variance for the total amount of parking required for a hotel, suites hotel, motel or motor lodge and related accessory uses of up to 20 percent.

- (5) *Offices*: 1 space per 400 square feet of floor area. However, medical offices and clinics or offices located on the ground floor shall provide one space per 300 square feet of floor area.
- (6) *Theaters*: 1 space for every 4 seats.
- (7) *Religious institutions, schools, nursing homes*: As per section 130-32.
- (b) Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 5, off-street parking spaces shall be provided for the building, structure or additional floor area as follows. For uses not listed below, the off-street parking requirement shall be the same as for parking district no. 1 in section 130-32.

- (1) *Restaurant with alcoholic beverage license or other establishment for consumption of food or beverages:* No parking requirement for an individual establishment of less than 100 seats that does not exceed 3,500 square feet of floor area. Otherwise, one parking space per four seats and one parking space per 60 square feet of floor area not used for seating shall be required. Establishments with more than 100 seats and an occupancy load in excess of 125 persons shall be subject to the conditional use procedures in section 118-193 of the City Code.
 - (2) *Retail store, or food store, or personal service establishment:* There shall be no parking requirement for individual establishments of 3,500 square feet or less. This may apply up to a total aggregate square footage of 10,000 square feet per development site. An establishment over 3,500 square feet (or over a total aggregate over 10,000 square feet) shall provide one space per 300 square feet of floor area for retail space that exceeds 3,500 square feet of floor area.
 - (3) *Developments of less than 10,000 square feet of new construction or uses that exceed the maximum described sizes in (b)(1) and (2) [above]:* Parking may be satisfied by paying an annual fee in lieu of providing the required parking in an amount equal to two percent of the total amount due for all the uses within the proposed building. For new construction that is between 10,000 to 15,000 square feet, a one-time fee shall be paid prior to the issuance of the building permit. New construction that is greater than 15,000 square feet shall provide all the required parking on site.
 - (4) *Removal of existing parking spaces:* No existing required parking space may be eliminated, except through the provisions of section 130-35, or through the payment of the one-time fee in lieu of providing the parking in effect at the time, which shall be paid prior to the approval of a building permit, provided such elimination of parking spaces does not result in an FAR penalty (exceeding permitted floor area ratio).
- (c) Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 6, off-street automobile parking spaces shall be provided for the building, structure or additional floor area as follows. For uses not listed below, the off-street parking requirement shall be the same as for parking district no. 1 in section 130-32.
- (1) *Apartment building and apartment-hotel:*
 - a. 1.0 spaces per unit for units between 550 and 799 square feet;
 - b. 1.25 spaces per unit for units between 800 and 999 square feet;
 - c. 1.5 spaces per unit for units between 1,000 and 1,199 square feet;
 - d. 1.75 spaces per unit for units between 1,200 and 1,399 square feet;
 - e. 2.0 spaces per unit for units between 1,400 and 1,599 square feet;
 - f. 2.25 spaces per unit for units above 1,600 square feet.
 - g. Designated guest parking: Developments of 20 units or less shall have no designated guest parking requirements. Multifamily buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.
 - h. Car sharing: The minimum parking requirements listed in a.—g. above may be reduced by four parking spaces for every one parking space reserved for a vehicle owned and operated by an official car-share program sanctioned by the City of Miami Beach, not to exceed a total of four car-share parking spaces or 20 percent of the total number of required residential parking spaces, whichever is less.
 - (2) *Retail stores, food stores, personal service establishments:* There shall be no parking requirement for individual establishments of 2,500 square feet or less up to a total aggregate square footage of 10,000 square feet per development site. For individual establishments over 2,500 square feet or for development sites with a total aggregate square footage of more than

10,000 square feet of these uses, there shall be one space for every 300 square feet of floor area. A covenant running with the land, approved by the City Attorney, shall be recorded to ensure that individual stores will not be reconfigured internally in a way that would increase the minimum parking requirement without conditional use approval and payment of a one-time parking impact fee for each required parking space.

- (3) *Restaurant, outdoor cafe or bar:* There shall be no parking requirement for individual establishments of 60 seats or less or 1,500 square feet or less, whichever is greater, up to a total aggregate square footage of 5,000 square feet per development site. For individual establishments over 60 seats or 1,500 square feet, whichever is greater, or for development sites with a total aggregate square footage of more than 5,000 square feet of these uses, there shall be one space per four seats or one space per 60 square feet of space not used for seating. A covenant running with the land, approved by the City Attorney, shall be recorded to ensure that individual stores will not be reconfigured internally in a way that would increase the minimum parking requirement without conditional use approval and payment of a one-time parking impact fee for each required parking space.
- (4) *Hotel, suites hotel, motel or motor lodge:* One space per two units; however, suites hotel units as defined in section 142-1105 that are greater than 550 square feet and that contain full cooking facilities shall have the same parking requirement as apartment buildings in (1) above. Required parking for hotel accessory uses shall be the same as for (2) and (3) above:
- (5) *Offices:* One space per 400 square feet of floor area. However, medical offices and clinics or offices located on the ground floor shall provide one space per 300 square feet of floor area. The minimum parking requirements for office uses may be reduced by up to 20 percent in cases where the developer voluntarily proffers a restrictive covenant running with the land, form approved by the City Attorney, ensuring that the required office parking spaces shall be shared by all users in the building and shall not be reserved for individual persons or tenants.
- (6) *All nonresidential uses:* The minimum parking requirement may be reduced as follows:
 - a. *Centralized parking:* The minimum parking requirement may be reduced for properties located near a publicly accessible off-street parking facility according to the following formulas: Up to 30 percent within 500 feet, up to 20 percent within 1,000 feet, up to ten percent within 1,200 feet. Such reduction shall be subject to a finding by the Planning Director based upon a parking study provided by the applicant that documents the availability of parking spaces within the publicly accessible parking facility to serve the residual demand resulting from the reduced number of on-site parking spaces, and the availability of safe and convenient pedestrian access routes to the off-site parking supply. Distances shall be measured along the pedestrian pathway between the pedestrian access points for the subject uses and the parking facility. Additionally in order for any use to receive the above-reduced rates a shuttle service shall be provided and maintained and an employee parking plan required which shall be subject to the review and approval of the Planning Department. Such employee parking plan shall include mandatory measures to address employee parking including, but not limited to, provision of transit passes carpool or vanpool programs, off-site parking when available, monthly City parking passes and/or other measures intended to limit the impact of employee parking on surrounding neighborhoods.
 - b. *Shared parking:* Mixed use development is encouraged to utilize the shared parking calculations in section 130-221. Parking for residential uses may be included in the shared parking calculation at a rate of 50 percent for daytime weekdays, 70 percent for daytime weekends and 100 percent for all other times. Shared parking shall be designated by appropriate signage and markings. The shared parking facility may be located off-site within 600 feet of the uses served, subject to section 130-36.
 - c. *Carpool/vanpool parking:* The minimum parking requirement may be reduced by three parking spaces for every one parking space reserved for carpool or vanpool vehicles registered with South Florida Commuter Services, not to exceed a reduction of more than

ten percent of the off-street parking spaces that would otherwise be required. The property manager must submit an annual report to the planning director documenting the carpool/vanpool registration and ongoing participation by registered users.

(7) *Bicycle parking*: Short-term and long-term bicycle parking shall be provided for new construction or substantial rehabilitation over 1,000 square feet, according to the minimum standards in the table below and the "Guidelines for the Design and Management of Bicycle Parking Facilities" available from the planning department.

- a. Short-term bicycle parking (bicycle racks) serves people who leave their bicycles for relatively short periods of time, typically for shopping, recreation, eating or errands. Bicycle racks should be located in a highly visible location near the main entrance to the use.
- b. Long-term bicycle parking includes facilities that provide a high level of security such as bicycle lockers, bicycle cages and bicycle stations. These facilities serve people who frequently leave their bicycles at the same location for the day or overnight.

Land use	Minimum short-term bicycle parking spaces (whichever is greater)	Minimum long-term bicycle parking spaces (whichever is greater)
Commercial non-retail	4 per project or 1 per 10,000 square feet	1 per 10 percent of employees; or 2 for 5,000 square feet and under; 3 for 5,001—20,000 square feet; 6 for 20,001—50,000 square feet; 10 for 50,000 square feet and over
Retail	1 per business, 4 per project or 1 per 10,000 square feet	1 per 10 percent of employees; or 2 per 5,000 square feet and under; 3 per 5,001—20,000 square feet; 6 for 20,001—50,000 square feet; 10 for 50,000 square feet and over
Restaurants, bars, nightclubs	1 per 10 seats or occupants	1 per 10 percent of employees
Hotel	2 per hotel or 1 per 10 rooms	1 per 10 percent of employees
Multifamily residential	4 per project or 1 per 10 units	1 per unit

- c. Developers are encouraged to provide more than the minimum requirement as appropriate for the particular uses in a building. The minimum required vehicular parking shall be reduced by: One space for every five long-term bicycle parking spaces and one space for every ten short-term bicycle parking spaces, not to exceed a total of 30 vehicular parking spaces or 15 percent of the required vehicle parking spaces whichever is less.

- d. Nonresidential uses that provide showers and changing facilities for bicyclists shall be exempted from vehicle parking requirements at a rate of two vehicle parking spaces for each separate shower facility up to a maximum of eight parking spaces.
 - e. Short-term bicycle parking spaces may be provided in the public right-of-way subject to design review, in situations where suitable space near the entrance to the building or storefront is not available on private property. Bicycle parking in the public right-of-way shall be subject to review and approval by the public works department and shall not encroach on the pedestrian throughway zone.
- (d) Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 7, off-street automobile parking spaces shall be provided for the building, structure or additional floor area as follows. For uses not listed below, the off-street parking requirement shall be the same as for parking district no. 1 or parking district no. 2, as applicable.
- (1) Hotel: No parking requirement. For accessory uses to a hotel, the minimum parking is as set forth in parking district no. 1.
 - (2) Office: One space per 500 square feet of floor area.
 - (3) Retail: Retail existing as of the date of adoption of parking district no. 7 shall have no parking requirement. For new retail construction, one space per 300 square feet of floor area.
 - (4) Cafe, outdoor: No parking requirement.
 - (5) Approved parklets shall have no parking requirement.
 - (6) Any building or structure erected in parking district no. 7 may provide required parking on site as specified in parking district no. 1. Such required parking, if provided, shall be exempt from FAR, in accordance with the regulations specified in chapter 114 of these land development regulations.

The parking requirements in this subsection 130-33(d)(1), (2), (3), (4), and (5) shall only apply to projects that have obtained a full building permit or business tax receipt by September 1, 2020.

(Ord. No. 89-2665, § 7-2(B), eff. 10-1-89; Ord. No. 91-2767, eff. 11-2-91; Ord. No. 94-2901, eff. 1-29-94; Ord. No. 98-3108, § 5(B), 1-21-98; Ord. No. 2003-3410, § 2, 5-21-03; Ord. No. 2006-3503, § 3, 2-8-06; Ord. No. 2007-3567, § 2, 9-5-07; Ord. No. 2011-3744, § 2, 10-19-11; Ord. No. 2012-3786, § 2, 12-12-12; Ord. No. 2013-3795, § 1, 3-13-13; Ord. No. 2013-3802, § 1, 6-5-13; Ord. No. 2013-3812, § 1, 9-11-13; Ord. No. 2014-3878, § 1, 6-11-14; Ord. No. 2014-3905, § 1, 11-19-14; Ord. No. 2015-3974, § 2, eff. 10-24-15)

Sec. 130-34. - Zoning districts exempted from providing parking.

There shall be no required parking for any use located in the dune overlay district or waterway district 1.

(Ord. No. 89-2665, § 7-2(C), eff. 10-1-89; Ord. No. 91-2767, eff. 11-2-91; Ord. No. 98-3108, § 5(C), 1-21-98)

Cross reference— Zoning districts and regulations, ch. 142.

DIVISION 5. - OFF-STREET PARKING REQUIREMENTS

Sec. 520. - Applicability; general provisions.

- (a) *Parking required.* Parking in multi-family and non-residential districts shall be provided at the time any building or structure is erected, enlarged or increased in capacity by a change to a more intense use, or by the addition of dwelling units, transient units, floor-area, seats, beds, employees, or other factors impacting parking demand as stated in this article. In all districts, required parking spaces shall be located on site and not on right-of-ways; off-street parking shall not be used for storage or parking commercial vehicles, whether or not they are related to the uses at the site. Required parking shall not be used to provide accessory uses (tents, barbecues, etc.), which would cause a reduction in required parking.
- (b) *Parking on same plot.* Parking spaces for all uses and structures which are provided as required parking in conformance with the schedule of off-street parking and other applicable provisions shall be located on the same lot or plot and have the same land use district as the principal use or structure they are intended to serve. All required parking shall be located on the same plot with the principal building to which it is appurtenant and shall indicate the area to be used for parking as well as any reserved areas.
- (c) *Existing uses.* The owner of an existing structure for which there has been a use category established on or before the date of adoption of this ordinance, and for which there is insufficient space within the lot, plot, or parcel of land upon which said structure is situated for the owner of said structure to establish off-street parking and off-street loading space, as required by this division, the owner shall be required to comply with this division to the extent possible with regard to existing space available to said owner and the owner shall be required to obtain approval of a new site plan for said lot, plot or parcel of land as may be determined by the planning and zoning board. Any existing building or structure may be modernized, altered, or repaired without providing additional off-street parking facilities provided there is no increase in habitable floor area and there is no change to a more intense use which would require additional parking. A change of use category is defined as being a change from one enumerated use to another as listed for the various districts in the zoning code that would increase the number of parking spaces required under the Code.
- (d) *Site plan and parking area required on permit application.* The parking spaces shall be delineated on a site plan and the applicant shall submit a scaled drawing, which shall be approved and filed by the administrative official. Prior to the issuance of a building, paving, grading, leveling, or other permit, two sets of plans, an original survey, performed within the last six months, must be submitted, or if the presented survey is older than six months, an affidavit by the owner, contractor, architect, or engineer, attesting to its accuracy, shall be filed with the administrative official. A sketch must be presented and approved by the planning and zoning director indicating the parking layout, drainage plan for the premises, and all driveway approaches extending from the street/alley to the property. In reviewing the plan, the planning and zoning director shall take into consideration the scale and the aesthetic appearance of the driveway, the location of existing trees, the volume of traffic to be generated, public safety, the pattern and conflict with adjacent road traffic, the number of driveways and approaches proposed, their proximity to each other, the location and proximity of median cuts, visual clearances or obstructions at the driveways or in the parking area, and other factors that may affect the safety and welfare of the public. All driveways that extend to or are accessed to a state roadway shall have access aisles and shall meet with the approval of the state department of transportation and Miami Shores Village.
- (e) *Parking spaces to be reserved.* The land comprising approved parking spaces required by this article shall be maintained as off-street parking spaces in perpetuity and shall not be used for other purposes unless there is a village council or planning and zoning board approved change in land use or site plan on the premises which warrants a change in design, layout, or number of required parking spaces.

- (f) *Required parking not to be operated as commercial parking lot.* An area designated as a parking area in connection with a designated use or uses shall not be operated as a commercial parking lot where patrons are charged for the use of the lot.
- (g) *Impervious surfaces.* All parking spaces shall be considered impervious for the purpose of calculating required green space pursuant to district requirements established in the Code for pervious and impervious areas.
- (h) *Paving.* All off-street parking areas and access aisles shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable, weatherproof asphaltic pavement or concrete. Alternatively, single-family residences may use bricks or pavers on sand.
- (i) *Drainage/maintenance.* All off-street parking areas shall be kept in working order and be free from hazards, potholes, cracks, and be properly sloped and of sufficient capacity to prevent standing water. Additionally, areas shall be properly drained so that no nuisance will be caused to adjacent or nearby properties. All construction shall comply with design standards established by applicable laws, ordinances and regulations.

Sec. 521. - Required off-street parking.

- (a) *Schedule of off-street parking requirements.* Proper parking spaces shall be provided at the time of the erection or occupancy of any main building or structure, or at the time any main building or structure is increased in occupant capacity, or at the time any use or occupancy of an existing building is changed to a use or occupancy which increases the requirements for off-street parking facilities. Where uses are mixed, the areas shall be identified and calculated by use. Credit for non-useable space in buildings shall be allowed for restroom and hallway facilities only. Credit for pedestrian access shall be allowed at one space per access corridor according to the parking diagram. The number of parking spaces required is specified in the following schedule of off-street parking requirements:

MINIMUM OFF-STREET PARKING SCHEDULE REQUIREMENTS BY USAGE*

RESIDENTIAL USES:	SPACES REQUIRED:	LOADING SPACES REQUIRED**:
Dwellings Single-Family (1 unit)	2 spaces/dwelling unit	None
Dwellings Multi-family apartment buildings	2 spaces/unit	1 space per 25,000 sq. feet of bldg.
NON-RESIDENTIAL USES:	SPACES REQUIRED:	LOADING SPACES REQUIRED**:
<i>Assembly occupancies</i> (Calculated based upon fixed seating, floor space, or a combination thereof depending on floor plan): Theaters, auditoriums,	1 space/3 seats plus 1 space/60" lineal bench seating plus 1 space/75 sq. ft. in assembly room areas (without fixed seats)	1 space/25,000 sq. ft. gross floor area

stadiums, churches, banquet halls, gyms, food service areas, private clubs, and similar uses (for non-assembly areas, see offices, retail areas, etc. under separate listings).		
<i>Auditoriums</i>	See assembly occupancies	
<i>Automobile centers</i> (sales and service)	1 space/250 sq. ft. office or retail areas, plus 1 space/600 sq. ft. showroom areas, plus 1 space/500 sq. ft. of remaining floor area 3 spaces/5,000 sq. ft. of open lot area	1 space/43,000 sq. ft. gross lot area
<i>Gasoline dispensing stations</i>	2 spaces plus 1 space/250 sq. ft. of retail.	
<i>Banks, financial institutions</i>	1 space/250 sq. ft.	1 space/25,000 sq. ft. of bldg. floor area
<i>Beauty and barber shops/Hair cutting salons</i>	1 space/ 250 sq. ft.	1 space/25,000 sq. ft. of building floor area
<i>Bowling alley</i>	See Recreation	
<i>Child care</i>	See Home	
<i>Church</i>	See Assembly	
<i>College</i>	See Schools	
<i>Dormitories, fraternities</i>	See Schools (College/University)	
<i>Government bldgs.</i>	1 space/300sq. ft.	1 space/25,000 sq. ft. of building floor area
STUDIO ARTS:		

<i>Health clubs, spas, fitness clubs, karate, dance, or instructional classes</i>	1 space/100 sq. ft. of instructional or exercise area plus 1 space per 250 sq. ft. of additional area	1 space/25,000 sq. ft. of building floor area
<i>Exercise studios in C districts only</i>	1 space/350 sq. ft.	1 space/25,000 sq. ft. of building floor area
<i>Homes, group</i>		
A. Under 6 clients	2 spaces/dwelling unit	1 space/25,000 sq. ft. of building floor area
B. 7, up to 14 clients:		
1. Adult Care Group Homes	1 space per employee plus .5 spaces per bed based upon the maximum number of residents permitted to reside therein	1 space/25,000 sq., ft. of building floor area
2. Child Care Group Home	1 space per employee plus 1 space/10 children or fraction thereof	1 space/25,000 sq., ft. of building floor area
<i>Hotels, motels</i>	1 space/employee plus:	1 space/25,000 sq., ft. of building floor area
A. Room or suite	1 space/room or suite	
B. Meeting or banquet rooms	1 space/3 fixed seats plus 1 space/ 25 sq. ft. in all assembly areas (without fixed seats)	

C. Office	1 space/250 sq. ft.	
D. Restaurant	1 space/100 sq. ft. gross floor area	
E. Retail	1 space/250 sq. ft.	
<i>Medical</i>	See offices	
<i>Offices:</i>		
A. Professional/Non-medical	1 space/250 sq. ft.	1 space/25,000 sq. ft. building floor area
B. Medical	1 space/200 sq. ft.	1 space/20,000 sq. ft. building floor area
<i>Parks</i>	See Recreation	
<i>Recreation</i> (Each usage calculated separately).		1 space/25,000 sq. ft. bldg. floor area
<i>Office/retail</i>	1 space/250 sq. ft.	
Baseball	1 space/batting cage	
Tennis	3 spaces/court	
Golf course	90 spaces/9 holes	
Golf driving range	1.2 spaces/tee	
<i>Religious institutions</i>	See assembly	
<i>Restaurant, wine and beer cafes</i>		1 space/25,000 sq. ft. building floor area

A. Sit Down	New construction 1 space/100 sq. ft. There shall be no off-street parking requirement for any restaurant, wine and craft beer cafe or alcoholic beverage establishment located in a building for which a certificate of occupancy was issued on or before December 31, 2015. New construction shall be defined as any new principal building or structure for which a certificate of occupancy was issued on or after January 1, 2016, or any addition or improvement to a building or structure the cost of which exceeds fifty percent (50%) of the total assessed value of the building or structure before the improvement.	
B. Take-Out Only	1 space/ 250 sq. ft.	
<i>Retail (all)</i>	1 space/250 sq. ft.	1 space/25,000 sq. ft. bldg. floor area
except:		
Furniture, lighting or flooring only specialty stores.	3 spaces/first 2,500 sq. ft., 1 space/500 sq. ft. thereafter reserved future parking spaces at a ratio of 1 space per 250 sq. ft. must be identified and landscaped, not to be counted toward meeting landscape requirements.	1 space/25,000 sq. ft. bldg. floor area
<i>Schools</i> Parking uses calculated individually by specific usage according to the parking ordinance requirements)		
<i>College/universities</i>		1 space/25,000 sq. ft. bld. area

1. Classroom	1 space /classroom plus 3 spaces/100 sq. ft. of classroom	
2. Dormitories/fraternities, sororities	3 spaces/4 beds	
3. Gymnasiums, sporting fields, offices, retail, food service, etc. — see separate use categories in the schedule		
<i>Elementary/middle, elemiddle</i>	1 space/classroom plus one space per employee (excluding teachers), plus 1 space/100 students), plus 4 spaces for stacking/queuing, (student drop-off/pick-up).	1 space/25,000 sq. ft. bldg. floor area
<i>High schools</i>	1 space/classroom plus one space per 10 seats plus 2 spaces for auto stacking/queuing	1 space/25,000 sq. ft. bldg. floor area
STUDIO ARTS:		
<i>Karate, dance, exercise, aerobic</i>	1 space per 100 sq. ft. plus 1 space/250 sq. ft. for office or retail	1 space/25,000 sq. ft. bldg. floor area
<i>Kindergarten/nursery school</i>	1 space/800 sq. ft.	1 space/25,000 sq. ft. bldg. floor area

Determination for unlisted uses. In the case of uses not listed in this schedule, the village shall make a determination of the minimum required off-street parking spaces. In reaching the determination, the village shall be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use and studies of the parking requirements of such uses in other jurisdictions or as referenced in nationally recognized parking standards.

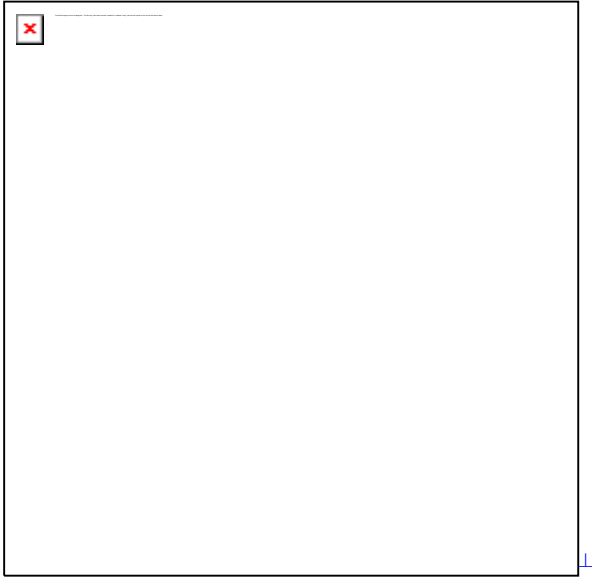
* Usage—All square footage measurement is gross floor area per fraction thereof. All fractions for spaces required are rounded up (i.e. 1.5 spaces = 2 spaces).

** Where special circumstances exist with an above average amount of deliveries/pick-ups, the planning and zoning director may require one additional loading space.

(b) *Size, materials, and location of off-street parking spaces and access aisles.*

(1) *General requirements.*

- a. Driveways, parking spaces and access aisles must be paved with asphalt, bitumen, concrete or interlocking pavers or bricks. Loose materials such as gravel or mulch are prohibited. A right-of-way covenant, signed by the owner, is required prior to paving on the right-of-way.
- b. With the exception of single-family dwellings, parking lots shall have each parking space marked according to the dimensions contained in Illustrations #1 and #2 of the off-street parking requirements. All required parking spaces shall be located at grade level or above.
- c. Temporary parking shall be allowed on the swale/parkway provided that no damage occurs to the grass and landscaped areas and that parking does not cover any portion of the sidewalk.
- d. Each parking space shall be paved and accessible from a street or alley, from an adequate paved aisle or driveway leading to a street or alley without driving through any other space except as may be provided for in the Code.
- e. In all districts, the parking shall be arranged so that there is no back out movement into adjacent properties.
- f. All driveways and access aisles shall meet the safe site distance/triangle of visibility requirements as noted in Illustrations #4 and #5 of the off-street parking requirements.



Safe Sight Distance Triangle / Triangle of Visibility Illustration # 4

The safe sight distance triangle area shall not contain obstructions to cross-visibility at a height of two and one-half (2.5) feet or more above pavement; potential obstructions include, but are not limited to, structures, grass, ground covers, shrubs, vines, hedges, trees, rocks, walls and fences. The following table represents minimum criteria for determining the required area of cross-visibility:

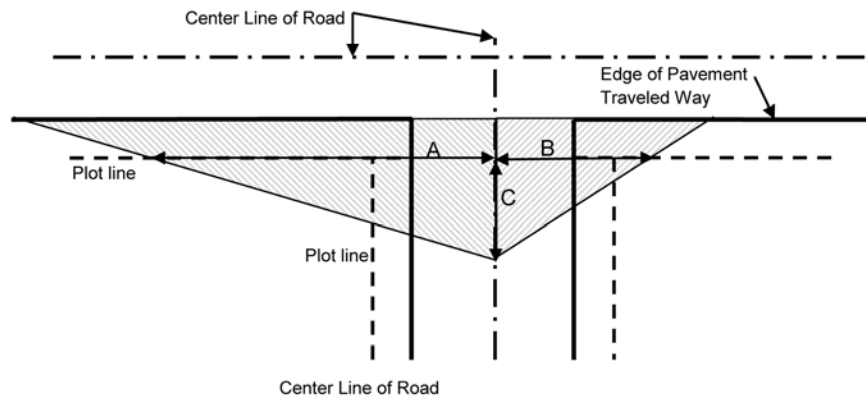
Safe Sight Distance Triangle Table

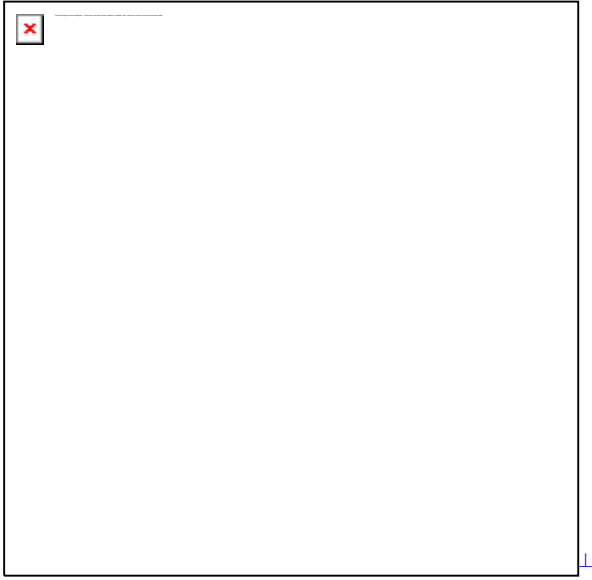
Required Visibility

Functional Classification of Through Street	A. Left (ft.)*	B. Right (ft.)*	C. Depth on Minor Street (ft.)**
Local (50 foot or less right-of-way)	190	40	7
Collector (60 foot—70 foot right-of-way)	190	40	7
Arterial (80 foot or over right-of-way)	260	40	7

* Visibility distances measured from center line of minor street, along right-of-way line of through street.

** Depth visibility on minor street measured from right-of-way line of through street, along center line of minor street (public or private street).



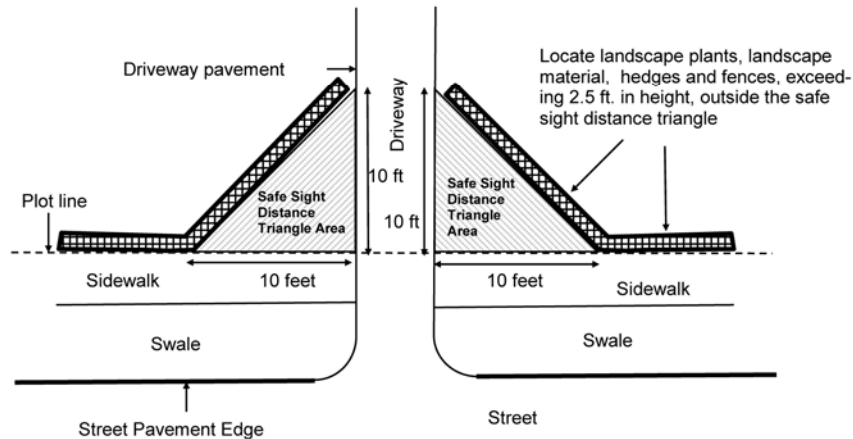


Triangle of Visibility Illustration #5

All driveway / sidewalk / roadway entrances and exits shall be constructed and maintained so that vehicles can enter, exit, and travel along the roadways without posing danger to occupants, pedestrians, or other vehicles.

Structures and landscaping shall not obscure the visibility triangle and shall not exceed 2.5 ft. in height

Save Sight Distance Triangle on Private Property



The safe sight distance triangle must not contain obstructions to cross-visibility at a height of two and one-half (2.5) or more above ground / pavement level. Obstructions include but are not limited to landscape plants, landscape material and fences.

Low-hanging limbs and tree canopy of trees located within the sight triangle must be trimmed to a minimum height of five (5) feet above ground level.

Note: There may or may not be a public sidewalk in the right-of-way.

Safe Sight Distance Triangle in the Swale



The safe sight distance triangle must not contain obstructions to cross-visibility at a height of two and one-half (2.5) or more above ground / pavement level. Obstructions include but are not limited to landscape plants, landscape material and fences.

Low-hanging limbs and tree canopy of trees located within the sight triangle must be trimmed to a minimum height of five (5) feet above ground level.

- g. The required parking spaces for a single-family dwelling shall have a minimum length of 18 feet and a minimum width of nine feet when located within an enclosed structure.
- h. The required parking spaces for a single-family dwelling shall have a minimum length of 18 feet and a minimum width of eight feet, or nine feet in width if located side by side, when located on an open driveway or parking pad.
- i. Not less than 50 percent of the front yard or swale/parkway shall be maintained as green space (pervious area).

(2) *Single-family uses.*

- a. *Driveway/parking spaces on the single-family plot.* For all single-family uses, driveway/parking spaces on the plot shall comply with the following requirements.
 1. Driveways shall be a minimum of 8 feet wide and a maximum of 20 feet wide.
 2. All driveway areas must be a minimum of 10 feet from adjoining property lines at all points.
 3. All driveways on the right-of-way must be a minimum of five feet from the prolongation of the property lines extended except driveway flares may be located not less than three feet from the prolongation of the property lines extended.
 4. When located in the rear and serviced from an alley, access aisles shall be a minimum of eight feet wide and shall not be wider than 20 feet.
 5. All aisles must be 15 feet from an intersection and must meet setbacks as required in this division.
 6. Circular drives located wholly on the plot and their extension through the swale/parkway to the edge of the paved roadway may be a minimum of eight feet wide and a maximum of 12 feet wide.
 7. The total of all paved areas in the front yard shall not occupy more than 50 percent of the required front yard with at least 50 percent of the front yard to be maintained as green space (pervious area).
 8. All driveways on the property that do not connect to a garage or carport must be setback a minimum of five feet from any point on any building.
 9. Parking areas in the front, side and rear yard must be setback a minimum of ten feet from each side yard plot line.
 10. Driveway flares shall not exceed 5 feet in width.
- b. *Driveway/parking spaces on right-of-way.* Parking for adjoining single-family detached residences may be approved on the swale/parkway subject to the following requirements:
 1. All required parking must be located on the plot it serves. Street, sidewalk or parkway/swale areas may not be used for required off-street parking purposes. No paving (except village projects) shall be permitted on the swale/parkway unless all required parking spaces consistent with this Code are provided on and for the adjoining property.
 2. Swale/parkway areas may be paved for driveways or parking if the design is approved by the planning and zoning director as being consistent with the standards of this Code and the area to be paved does not exceed 50 percent of the swale/parkway area on the particular front elevation (or side, if on corner) with at least 50 percent of the particular front elevation (or side, if on corner) of the swale/parkway to be maintained as green space (pervious area).
 3. All driveways on the right-of-way must be a minimum of 5 feet from the prolongation of the property lines extended except driveway flares may be located not less than three feet from the prolongation of the property lines extended.
 4. Each paved area running perpendicular to the street may be up to 20 feet wide on the right-of-way. A landscape strip of not less than two feet in width shall be located between any village sidewalk and the perpendicular paved area for any portion of the paved area that does not connect over any sidewalk to a driveway on the property.
 5. A circular drive up to ten feet wide may be approved for location in the swale/parkway. A landscape strip of not less than two feet in width shall be located between any village sidewalk and the circular drive on the swale/parkway and a landscape island of

not less than two feet width shall be provided between the roadway edge of pavement and the inside edge of the circular driveway. A sidewalk of not more than three feet in width may be located in the required landscape strip to connect the circular driveway or parking area with the village sidewalk or property sidewalk, subject to the limitations of Section 521(b)(2)b.2. for paved areas.

6. Driveway flares shall not exceed five feet in width.
7. Trees are not to be removed to pave in the parkway/swale or adversely disturbed as a result of the installation of pavement.
8. A minimum of two 12 feet shade trees must be present in the parkway/swale for each 75 feet of frontage in order to pave any portion of the parkway/swale. The adjoining property owner proposing to pave a portion of the parkway/swale shall plant sufficient shade trees approved by the public works to meet the minimum requirement.
9. A covenant for the maintenance of the parkway/swale area must be completed and signed by the property owner. A covenant available from the building department shall be signed by the owner of the adjoining property in consideration of the approval of a building permit to construct in the swale/parkway. The covenant signed by the property owner shall at a minimum confirm the owner's responsibility for maintenance of the swale/parkway, liability and removal or relocation of the driveway in the right-of-way if required by the village.

(3) *Multi-family, commercial, community facility, college, and university uses.*

- a. *Minimum parking space dimensions.* Off-street parking spaces shall consist of parking spaces having minimum dimensions and shall be identified as required in the diagrams for off-street parking (see Illustration #1 through #5). Access drives and aisles shall be at or greater than the minimum widths shown but not more than the maximum allowed, unless approved on the site plan.
- b. *Parking plans.* The parking plan must be so arranged that each automobile may be placed and removed from the parking space assigned thereto and taken to and from the property without the necessity of moving any other automobile to complete the maneuver. A rental car agency or a new car dealer storage building, where vehicles are held for sale or rent to the public, may be allowed to stack vehicles if approved on a site plan. Under these provisions, vehicles may be stacked except for employee and customer parking as approved on the site plan.
- c. *Parking to be on site.* Street and/or sidewalk areas may not be used for required off-street parking purposes.
- d. *Parking setbacks.* Parking areas shall not extend closer than ten feet to any abutting property line for residential and five feet for nonresidential. Required front, side or rear yards may be used for off-street parking except as may be approved by the planning and zoning board as part of site plan approval.
- e. *Landscape and screening of parking areas.* All parking areas shall be landscaped in conformance with the paved area landscape requirements in the landscape code of the village. All areas abutting right of ways shall be screened and landscaped according to ordinance requirements.
- f. *Size and location of access aisles.* Individual ingress and egress drives extending across the public sidewalks and curbs and connecting the off-street parking spaces to the public street areas shall be a minimum of 12 feet and a maximum of 20 feet for any multi-family or a non-residential one-way drive and a minimum of 22 feet and a maximum of 30 feet for any two-way drive. Commercial access aisles are permitted at the distance of one per 100 feet of frontage but must be 15 feet from any street intersection.

- g. *Cross access agreements.* Two or more owners and operators of commercial buildings or uses of the same type of land use classifications requiring off-street parking facilities may take collective provision for such ingress and egress facilities provided that the combined facility is compatible with the land use being served. Where a parking area is adjacent to a park, community facility, or another business, no connecting driveway shall be allowed from one property to the next without village and the adjoining property owner's approval.
 - h. *Reserved spaces.* Spaces marked reserved or designated for a certain use may not be counted as fulfilling parking requirements where businesses share parking (e.g., shopping centers). Each use must provide parking on site as required in this division.
 - i. *Pedestrian walkway credit.* Credit for one parking space per pedestrian access aisle per row of spaces crossed may be allowed by the administrative official. (Refer to Parking Illustration # 1).
 - j. *Parking or storage of rental vehicles.* Parking or storage of rental vehicles in connection with a licensed and authorized rental car agency shall be located on the same lot or parcel of property as the licensed office of the rental car agency as may be permitted as an allowed use. Such lot or parcel shall be contiguous to the lot or parcel on which the main rental agency or office is located. The storage of rental cars does not require standard parking spaces for storage areas provided such areas are located within an enclosed parking structure which is used and accessed only for retrieval and removal of rental vehicles, is not used by the public, and is approved at a public hearing.
- (4) *Plan approval for ingress/egress, curbs, and sidewalks.* The plan for ingress and egress, curbs and sidewalks associated with any off-street parking areas is subject to the approval of the village. Curbs or sidewalks may not be cut or altered in any manner without a permit from the village and all other applicable county or state agencies. Interior parking lot curbs may be cut to allow for drainage and for pedestrian access, subject to approval by the administrative official. Curbing must be installed throughout the parking areas in all parking lots other than single-family properties in order to protect landscaping. Bumper stops may be installed in lieu of curbing when approved by the administrative official.
- (c) *Off-site parking spaces.* Notwithstanding anything to the contrary contained herein, off-site parking may be allowed in the commercial, college, community facilities, and park land use districts after approval at a public hearing by the planning and zoning board, provided the following conditions are met and agreed to by the applicant in a form acceptable to the village:
- (1) The off-site parking facility is located within one-quarter mile of the main parcel for which permission for off-site parking is being sought.
 - (2) An application, as required by the administrative official has been filed with and accepted by the administrative officials as being in compliance with the requirements set forth herein.
 - (3) The application, as filed with the administrative official, is in the name or names of the owner of the real property seeking permission to utilize an off-street parking facility, the name of any tenant or business on such real property seeking permission to utilize an off-street parking facility, and in the name of the owner of the real property proposed for use as an off-site parking facility.
 - (4) The applicants provide to the village an opinion of title acceptable to the administrative official showing the ownership of both parcels in question to be listed in the names of the applicants as of the date of any action by the village council on the request for special exception.
 - (5) The property proposed to be utilized as an off-site parking facility is not currently required parking for any other use granted by the village and it shall have sufficient unallocated parking available.
 - (6) The application reflects that all parties acknowledge that the off-site parking facility is to be used only for off-site parking as required by the proposed business, and that such off-site parking facility shall not be available for any other use.

- (7) The parties acknowledge that no nonconforming status shall attach to the business, use, structure or real property having such off-site parking, and in the event such business or land shall lose its authority or permission to utilize such off-site parking, any such use which has been allowed based upon the use of such off-site parking facility shall immediately cease.
- (8) The agreement provided to the village shall be properly witnessed and notarized, shall be recorded in the official records of the county, and shall be binding upon the parties' heirs, assigns, and devices.
- (9) Any cost to the village for recording of such agreement or attorney's fees in the preparation, review or filing of such agreement shall be prepaid by the applicant prior to any village council action on such request for special exception.
- (10) Any parking provided on any such off-site parking facility should be upgraded to meet current village codes for required parking including landscape requirements.
- (11) The agreement shall specify that the business for which off-site parking is being sought shall have all owners, employees or agents of such business park on such off-site facility, and not park on the real estate for which permission for off-site parking is being sought, and any violation of such parking restriction shall cause such agreement to be revocable by action of the planning and zoning board.
- (12) The agreement provided to the village, and any agreement for use of off-site parking facilities, shall not be assignable by the applicants, and any agreement for the use of off-site parking facilities shall be subject to being revoked by action of the planning and zoning board in the event that any of the applicants shall sell or convey the facility for which permission for utilization of off-site parking is being sought, the off-site parking facility, or the business seeking permission for utilization of an off-site parking facility.
- (13) Any certificate of occupancy or business tax receipt issued concerning the property for which off-site parking is being sought shall specifically be issued conditioned upon the owner or holder of any such approval maintaining the exclusive right to use such off-site parking facility.
- (d) *Handicapped parking.* Handicapped parking shall meet the requirements of the state handicapped access code, F.S. 553.501 et. seq.
- (e) *Utilization of parking structures.* When off-street parking facilities are located within a separate parking structure, the following conditions and restrictions shall apply:
 - (1) The structure shall conform to all lot, yard and bulk requirements of the district in which it is located and shall be approved after a public hearing before the planning and zoning board.
 - (2) The parking facilities shall conform to all other provisions of this Code and all other ordinances of the village.
 - (3) All nonstructural portions of the exterior elevations except for vehicular ingress and egress areas shall, in addition to any required safety provisions, be screened by a sight block of no more than 60 percent solidity for the total areas between deck levels, such sight blockage to be determined by elevation. Screening shall extend the full distance between deck levels except for vehicular ingress and egress as set out in this article and as may be approved at the time the site plan is approved.
 - (4) When parking facilities are located on the roof of a structure, a five-foot sight block shall be provided unless modified at the required public hearing. The height of a building shall be measured to the top of the sight block.
 - (5) Lighting may be located along the inside wall of the sight block to cast light away from adjacent properties.

This subsection shall not apply to or be construed to prohibit the construction of freestanding carports or garages as accessory structures to single-family dwellings

([Ord. No. 711-15, § 3, 11-3-15.](#))

Sec. 521.1. - Lighted off-street parking facilities.

All required off-street parking facilities for multiple family residential development and all non-residential land uses shall install light fixtures which project the light rays directly to the parking surface and shall include shields or be designed so as to restrict projection of light rays outward to adjacent properties and also restrict the upward projection of light rays into the night sky. All lighting shall comply with minimum standards and shall not cast more than one foot candle at the property line. Photometric drawings, by a certified engineer, shall be provided at time of permitting and prior to final approval. Such calculations shall certify compliance with the Code. Lighting shall be arranged so as not to interfere with landscaping and shall be of the type of lighting designated to give maximum true lighting according to established "Crime Prevention through Environmental Design and Techniques."

Sec. 521.2. - Parking pavement markings; wheelstops; curbing.

For all occupancies other than single-family dwellings, the parking spaces shall be marked with double striping on each side of the space to identify and facilitate their use. All painted striping shall be white contrasting with the pavement, except for handicapped parking spaces, which shall be painted blue. Dimension requirements, as noted in Illustration #2, shall be measured to the center point of the double stripe, as shown on the "Striping Detail." Notwithstanding the above provisions and striping details, where striping is required for multi-family residential users, not less than a single four-inch stripe shall be provided, with parking stall dimensions to be measured to the center line of the strip. Where a parking space heads into and abuts a walkway, the paved parking space shall be furnished with a wheel stop or curb positioned two feet to the rear of the front end of the parking space for purposes of protecting landscaped areas and the walkway and its users from encroachment by vehicles.

Sec. 521.3. - Parking lot buffers.

A continuous hedge and a five feet landscape strip, as provided in the landscape code, shall screen all parking lots adjacent to a right-of-way alley or private street (See Landscape Buffer Section). The five feet strip shall have a changing/rolling elevation from grade up to three feet in order to visually screen the parking areas. In addition, a five feet masonry wall shall screen all single-family residential areas from vehicular use areas and from dissimilar uses (i.e. residential adjacent to commercial; single-family adjacent to multi-family or nonresidential). Even if separated by an alley, landscaping shall be planted at 18 inches on center at a height of 24 inches from adjacent grade at time of installation to discourage graffiti. Trees shall be planted at one tree per 25 feet of lineal buffer area (refer to landscape buffer requirements).

Sec. 521.4. - Parking spaces for persons transporting young children and strollers.

- (a) *Number of spaces.* For all uses other than single-family, duplex, townhouse, or multi-family uses, parking spaces specifically designated for persons transporting young children hereby defined as ages two years or less, with strollers shall be provided as follows:

Up to 100 spaces	0 spaces
101—500 spaces	2 spaces
501—1000 spaces	3 spaces
Over 1000 spaces	one space/500 spaces over 1,000 total

- (1) *Location of spaces.* Such spaces shall be located as closely as possible to spaces designated for the persons with disabilities. Spaces shall be located on the shortest route to an accessible entrance.
- (2) *Sign and markings.* All parking spaces for persons transporting young children and strollers shall be prominently outlined with green paint and posted with an approved permanent above ground sign which shall conform to the figure entitled "Baby Stroller Parking Sign." The bottom of the sign must be at least 5 feet above grade when attached to a building, or seven feet above grade for a detached sign.

Sec. 521.5. - Space allocation for bicycle parking.

All parks, shopping centers, office, and restaurant properties with parking lots containing more than 25 automobile spaces shall provide space for bicycle racks and storage as required in Miami-Dade County Ordinance 99-81. Design, type, location, and construction shall be as follows:

TOTAL NUMBER OF PARKING SPACES IN LOT	REQUIRED BICYCLE SPACES
25 TO 50	4
51 TO 100	8
101 TO 500	12
501 TO 1000	16
Over 1000	4 additional spaces per 500 spaces over 1000

Property owners have the option of installing indoor storage facilities for bicycles. All outdoor facilities shall be covered and protected from the elements, be well marked and lit, and must not impede pedestrian travel. Racks must accommodate all sizes of bicycles, must allow at least one wheel to be locked with the standard "U" lock, and must be of solid construction to resist corrosion and theft.

Sec. 521.6. - University Parking Master Plan.

Purpose and applicability. Institutions of higher education constitute a unique mix of land uses, facilities and activities and the village recognizes the desirability of establishing procedural and substantive regulations to govern off-street parking on the campus to ensure that sufficient parking is provided on campus to meet the needs of students, staff and visitors, and to prevent parking issues from affecting abutting residential areas or other off-campus areas as a result of inadequate campus parking.

Notwithstanding anything to the contrary in Miami Shores Code of Ordinances, and in the schedule and zoning map which form a part thereof, the parking requirement for universities may be established by a university parking master plan, approved by the planning board as set forth for site plans in Article VI Special Approvals Section 600:

- (1) The university may prepare a university parking master plan consistent with the university's campus master plan if any.
 - a. The university parking master plan shall include the following information or documentation:
 1. A site plan.
 2. Location and quantity. The location of off-street parking shall be shown on the university parking master plan, and shall be provided in such amounts and areas within the development so that students, faculty, employees, and visitors will not park in or otherwise detrimentally impact abutting residential areas or other off-campus areas as a result of inadequate campus parking. In projecting parking needs, standard traffic engineering methods shall be used and consideration shall be given to daily regular users of the university, auto driver visitors, persons arriving by mass transportation, and persons being served by the university shuttle system.
 3. Vehicular access and circulation. Vehicular traffic flow shall be designed and oriented so that it will not detrimentally affect nearby residential neighborhoods.
 4. A development chart shall be provided which identifies the square footage of all existing and planned buildings and structures, the number of classrooms in each building, the number of beds in each dormitory, and the number of students and staff. Students and staff may be further broken down to differentiate between day time and evening classes if applicable.
 5. A Mobility Plan as defined in Sec. 521.6(5).
 6. A traffic impact study.
 7. Such other materials as the planning director or planning board shall determine may be required to support and demonstrate compliance with the parking standard proposed by the university parking master plan.
- (2) *University parking master plan to govern.*
 - a. Notwithstanding anything to the contrary contained in the Miami Shores Land Development and Zoning Code, and in the schedule and zoning map which form a part thereof, the adopted university parking master plan, shall establish the parking requirement and parking provision for the university for which it is approved.
 - b. No building permit will be issued for any development that is not consistent with the university parking master plan.
 - c. Approval of a building permit application for new development shall not be granted unless the university demonstrates that required parking and traffic capacity for each phase of development would be available prior to or concurrent with such development.
- (3) *Modifications to adopted university parking master plan.*
 - a. Modifications to the adopted university parking master plan may be approved by the planning board as provided for site plans in Article VI Special Approvals, Section 600.
 - b. The university shall prepare an amended university parking master plan with site plan and development chart identifying all new development and changes to the approved university parking master plan, the parking demand generated, and the provision of parking or other actions to meet the new parking demand.
 - c. An amendment to the university parking master plan shall be accompanied by either a traffic impact study or a justification why a traffic study is not warranted.
- (4) *Development that may be approved without amendment of the university parking master plan.*

- a. The planning board may approve a new building or structure on campus, or any modification, relocation or reconfiguration of any building or structure included in the adopted university parking master plan or campus master plan as provided for site plans in Section 600 without amendment of the university parking master plan provided the new development, modification, relocation or reconfiguration does not involve an increase in intensity that would raise parking demand beyond what is projected in the adopted university parking master plan and provided for on campus.
- b. A building permit may be issued for any development approved through site plan approval upon issuance of a development order.

(5) *Mobility plan.*

- a. *Mobility plan.* The mobility plan shall be consistent with the transportation element of the village's comprehensive plan and the campus master plan. The mobility plan shall identify specific programs to promote the use of alternative modes of transportation other than the single occupant automobile including walking, bicycles, intercampus shuttles, transit, van pools, car pools, parking management strategies and programs designed to reduce external trips and shorten trips lengths wherever possible. The mobility plan shall provide for management programs for on-campus parking. The mobility plan shall establish measurable targets for various modes of travel and identify sources and means for achieving those targets.

(6) *Required reports.*

- a. *Annual report.* On an annual basis, on or before June 1, the university shall submit an annual report to the village setting forth any changes to any adopted campus master plan that would affect the university parking master plan or changes to the university parking master plan and any actual development which has occurred in the prior calendar year or development that is planned for the next five years. The level of detail provided in the annual report is a function of a changes proposed to any campus master plan or university parking master plan and the progress in implementing the plans.
- b. *Parking capacity monitoring.* The university shall monitor the capacity and utilization of its off-street parking facilities and perform a supply/demand analysis to assess the level of utilization, availability and appropriateness of location of campus parking facilities. The analysis shall also indicate the type of user and the extent to which parking is used jointly by different components of the campus. The results of the monitoring and analysis shall be incorporated in a parking impact analysis report prepared by a certified traffic planner or engineer to be provided by September 1, 2016, and every five years thereafter as part of the annual report for that year.
- c. *Annual mobility plan implementation report.* The university shall annually submit a mobility plan to the village as part of the annual report identifying any changes from the previous year's mobility plan and describing the progress in implementation of the mobility plan with reference to the measurable objectives set out in the mobility plan. The level of detail provided in the annual report is a function of the changes proposed to the mobility plan and progress in implementing the plan.
- d. *Independent review.* The village may utilize the services of a traffic engineer to review the parking impact analysis report under Section 521.6(6)(b). The cost of the independent review is to be covered by the university.

Sec. 521.61. - Combined off-street parking.

Nothing in this article shall be construed to prevent collective provision for, or joint use of, off-street parking facilities for two or more buildings or uses by two or more owners or operations, provided that the total of such parking spaces when combined or used together shall not be less than the sum of the requirements of the several individual uses computed separately in accordance with this article. In such cases, a recorded agreement shall be executed in the same manner as provided for in Section 521.63.

Sec. 521.62. - Shared usage.

Required parking spaces may be utilized for meeting the parking requirements of two or more separate permitted uses in accordance with the provisions of this Code. The applicant shall clearly establish that the different uses will only utilize the spaces at different times of the day, week, month or year such that the total number of parking spaces required by this article for each use is fully available during the operation of each use. Table 521.631 Shared Parking Calculation, shall be utilized to calculate the parking requirement. The owners of the property and all businesses or tenants involved shall submit a recordable covenant, with the correct legal description, in a form acceptable to the village attorney. The covenant shall be recorded in the public records of Miami-Dade County at the applicant's expense, and shall run with the land. The covenant shall provide that the use or portion of a use, that requires the shared parking in order to obtain the necessary permits or other village approvals, shall cease and terminate upon any change in the uses' respective schedules of operation that results in conflicting or overlapping need for or usage of the parking facilities, and that no use may be made of that portion of the property until the required parking facilities are available and provided. The covenant shall also provide that the village may recover its attorneys' fees if litigation is necessary to enforce the requirements of this section.

Sec. 521.63. - Calculating required parking.

- (a) *Uses not specifically mentioned.* The parking requirements for uses not specifically mentioned shall be the same as provided in Table 521.64 for the most similar use and if no similar use exists the parking requirements shall be as determined by the planning director.
- (b) The parking requirement for mixed uses and shared parking shall be subject to review and approval by the planning board in accordance with Article VI.
- (c) Shared parking shall be authorized only through the execution of a parking agreement between the applicant and the village setting forth the terms of the alternative parking agreement, establishing business hours for businesses that are a party to the agreement. The agreement shall require recalculation of required parking spaces based upon changes to the business operation, or other terms and conditions the village deems necessary to ensure the alternative parking calculation will remain appropriate.
- (d) *Fractional spaces.* When units or measurements determining the total number of required off-street parking spaces result in a fractional space, any such fraction shall require a full off-street parking space.
- (e) *Mixed uses and shared parking.*
 - (1) In the case of mixed uses, the total requirement for off-street parking spaces shall be the sum of the various uses computed separately, except as provided for certain combinations of use in Table 521.631, below and as provided for shopping centers, general industrial complexes and storage or distribution warehouses which each have single, comprehensive parking ratios to account for all permitted uses within such centers.
 - (2) *Shared usage.* Table 521.631, "Shared usage," designates the requirements for time of operation differences between uses.
 - a. *Computation.* The number of shared spaces for 2 or more distinguishable land uses shall be determined by the following procedure:
 - 1. Calculate the minimum parking requirement, as set forth in Section 521 for each use as if it were the only use.
 - 2. Multiply the minimum parking requirement for each individual use by the percentage indicated in Table 521.631, for each of the six designated time periods.
 - 3. Add the resulting sums of all uses in each of the six columns representing the six time periods.

4. Select the single time period with the highest total parking requirement to determine the shared parking requirement.
5. *Captive market allowance*. Reduce the shared parking requirement calculated from one through four above an additional 15 percent to account for people visiting more than one business.

Table 521.631
Shared Parking Calculations

Uses	Weekdays			Weekends		
	1 a.m.—7 a.m.	7 a.m.—5 p.m.	5 p.m.—1 a.m.	1 a.m.—7 a.m.	7 a.m.—5 p.m.	5 p.m.—1 a.m.
Offices/Warehouse	5%	100%	10%	5%	15%	0%
Retail/Services	0%	75%	75%	5%	100%	60%
Lodging**	100%	65%	100%	100%	65%	100%
Restaurant (< 24 hr.)	10%	70%	100%	20%	75%	100%
Entertainment	25%	40%	100%	10%	90%	100%
Residential	100%	60%	100%	100%	75%	95%
Catering hall/Conference hall	10%	100%	100%	25%	100%	100%
Places of Worship	5%	10%	5%	5%	100%	50%

*Offices qualifying for this percentage must not be open to the public during weekend hours, and may be required to execute enforceable restrictions to this effect in a form acceptable to the Village Attorney.

**Includes attached restaurant and lounge

Sec. 521.64. - Alternative parking generation standards.

- (a) The planning board may approve a parking needs analysis justifying an alternative parking generation rate(s) provided by a petitioner for development approval or change of use, if such alternate rate is the result of unique operating characteristics of the proposed use or mix of uses

upon the property, if there are distinctions between the parking demand generated by the proposed use(s) and the parking standard(s) for the most similar use(s) contained in this article, or where the petitioner provides recent, professionally acceptable data and analysis demonstrating that an alternate parking generation rate or stacking space requirement is more appropriate for a class of use than that contained in this article.

- (b) A parking needs analysis shall include one or more of the following, as applicable, to support the needs analysis:
 - (1) Estimates of parking needs based on recommendations in studies such as those from the Urban Land Institute, Institute of Traffic Engineers, or industry standards based on data collected from geographic areas and uses or combinations of uses that are similar to the proposed uses(s). The analysis shall document the source of the data used to develop particular recommendations.
 - (2) Actual parking counts for the development indicating that the full complement of parking spaces or stacking spaces is not required. Such parking or stacking counts shall be taken during peak demand parking and drive-thru hours.
 - (3) An analysis of the extent to which other parking options exist that would lessen on-site parking requirements.
 - (4) An operational procedure indicating that the full complement of parking spaces is not required and a guarantee of continuity of such operational procedure.
- (c) The parking needs analysis shall include a statement of remedies in the event the village makes a future determination that the full complement of parking or stacking is required. If for any reason a traffic impact statement is required, the parking needs analysis shall be prepared by the registered professional engineer who prepared the traffic impact statement. In the event that a needs analysis is approved and the village makes a future determination that insufficient parking or stacking spaces exists, the property owner shall be notified by certified mail that a remedy shall be implemented within 60 days. A determination of insufficiency shall be made using one or more of the following methods: monitoring of the parking/stacking; increased parking/stacking in the rights-of-way caused by insufficient off-street parking or stacking on the site; or, verified complaints of parking on neighboring properties by employees or visitors of the property in question.
- (d) The petitioner shall execute a parking agreement with the village pursuant to the procedures specified in Section 521.63, setting forth the terms of the alternative parking or stacking generation standard, which may require recalculation based upon changes to the business operation, or other terms and conditions the village deems necessary to ensure the alternative parking or stacking calculation will remain appropriate.

North Bay Village

§ 152.044 - Minimum space requirements.

All uses shall be subject to the following minimum space requirements unless additional spaces may be required as the condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number.

(A) *Residential uses.*

- (1) Single-family: Two spaces for each dwelling unit.
- (2) Multifamily: One and one-half (1.5) space for each efficiency unit, two parking spaces for one and two-bedroom units, and three parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom plus an additional ten) percent of the total number of required spaces for guest parking, which shall be identified as such.
- (3) Hotels, motels, and other tourist accommodations: One space for each rental sleeping unit, plus an additional ten) percent of the total number of required spaces.

(B) *Commercial uses.*

- (1) Banks and financial institutions: One space for each 300 feet of gross floor area, plus sufficient area for eight stacking spaces for each drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
- (2) Business, vocational, and trade schools: One space for each 100 square feet of gross floor area.
- (3) Lodges, fraternal organizations, and union halls: One space for each 100 square feet of gross floor area.
- (4) Offices (business, professional, medical, dental, or clinic): One space for each 300 square feet of gross floor area.
- (5) Personal service establishments (dry cleaners, laundromats, exercise studios, and other similar uses): One space for each 200 square feet of gross floor area.
- (6) Repair service establishments (shoes, watches, appliances, and other similar uses): One space for each 200 square feet of gross floor area.
- (7) Restaurants, lounges, and nightclubs: One space for each 75 square feet of customer service area.
- (8) Retail sales establishments: One space for each 200 square feet of gross floor area, plus sufficient area for four stacking spaces for every drive-thru window. Drive-thru lanes shall be designed so as to be totally separated from required off-street parking spaces and driveways.
- (9) Service stations: Three spaces, plus three spaces for every service bay.
- (10) Theaters (motion picture): One space for each three seats or other accommodations provided.
- (11) Vehicle sales, rental, repair, and service operations: One space for every 400 square feet of enclosed floor area for sales or rental display, plus two spaces for each service bay.
- (12) Wholesale trade establishments: One space for every 300 square feet of gross floor area.

(C) *Community facilities.*

- (1) Adult congregate living facilities: Three-quarter space per living unit.

- (2) Churches, synagogues, and other houses for worship: One space for each four seats in the principal assembly area.
- (3) Government offices and facilities: One space for every 300 square feet of gross floor area, plus one space for every four seats in any public assembly area.
- (4) Hospitals: One space for each patient bed.
- (5) Marinas: One space for every boat slip or berth, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.
- (6) Museums, art galleries, and libraries: One space for every 400 square feet of gross floor area.
- (7) Nursing or convalescent home: One-half ($\frac{1}{2}$) space for each bed.
- (8) Tennis, handball, and racquetball facilities (indoor or outdoor): Five spaces for every court, plus such additional spaces as may be required for permitted uses such as retail stores and restaurants.

(D) *Supplemental requirements.*

- (1) Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be determined by the Planning and Zoning Board in accordance with the requirements for the listed similar use. Requirements for all nonsimilar uses shall be set by the Village Commission after a recommendation by the Planning and Zoning Board.
- (2) For theaters, auditoriums, churches, or other places of public assembly in which occupants may utilize benches, pews, or other similar seating arrangements, each 18 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.

(E) *Exceptions to parking requirements.*

- (1) Off-street parking areas adjacent to or within a reasonable distance (the reasonableness of the distance to be determined by the Village Commission) from the premises on which parking areas are required by the parking regulations of this subchapter, where practical difficulties or unnecessary hardships are encountered in locating such parking area on the premises and where the purpose of these regulations to relieve congestion in the streets would be best served by permitting such parking off the premises.
- (2) To waive or reduce the parking and loading requirements in any district whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities.

(Ord., passed 4-1-83; Ord. No. 02-21, § 2, 7-23-02; Ord. No. 05-03, § 1, 3-15-05; Ord. No. 2008-25, § 1, 10-14-08)

Cross reference— Penalty, § 152.999.

Town of Surfside

Sec. 90-77. - Off-street parking requirements.

- (a) Except as otherwise provided herein, when any building or structure is hereafter constructed; or structurally altered so as to increase the number of dwelling units or hotel rooms to increase its total commercial floor area, including provision of outdoor seating; or when any building or structure is hereafter converted to any of the uses listed in subsection 90-77(c), off- street parking spaces shall be provided in accordance with the requirements of subsection 90-77(c), or as required in subsequent sections of this article. The requirement for an increase in the number of required parking spaces shall be provided on the basis of the enlargement or change of use.
- (b) Parking compliance for properties and uses located in SD-B40 zoning district and for religious places of public assembly in other areas of the town.
 - (1) Off-street parking applicability. This section applies to:
 - a. Uses within the SD-B40 zoning district where changes of use from service businesses to restaurant or retail occur; and
 - b. Religious places of public assembly located within the area depicted on the Public Assembly Places as set forth in subsection 90-41(d)(23) hereinabove.
 - (2) Options to satisfy parking requirements for uses specified in (1) above. Satisfaction of the off-street parking requirements may be achieved with the permission of the town commission through compliance with any combination of the following options:
 - a. On site provision of required parking spaces as more specifically set forth in subsection 90-77(c);
 - b. Tandem parking as more specifically set forth in subsection 90-77(d);
 - c. Joint use and off-site facilities as more specifically described in section 90-80. If parking is satisfied by agreement with a private third party, the town shall require an agreement in writing for an effective period of no less than five years. No less than 60 days prior to the expiration of such agreement, either a new agreement shall be in place or the owner of the property for which the parking is being provided shall receive the town's approval of the employment of one of the other prescribed options contained in this subsection. Failure to secure the town's approval of one or a combination of the prescribed options shall result in revocation of the owner's certificate of occupancy and certificate of use;
 - d. Shared parking; or
 - e. Payment of parking trust fee that can be used to finance the provision of parking whether through the purchase, construction or modification of parking facilities or to otherwise provide for additional parking as more specifically set forth in subsection 90-77(b)(4).
 - (3) *Modification of parking requirements.* In tandem with the use of options (2)c—e to satisfy parking requirements, requests may be made for a reduction in the minimum parking requirements which may be considered by the town upon receipt of an application from the owner of the site seeking a reduction as follows:
 - a. Minor reductions. Requests for a reduction of one to three required parking spaces may be approved by the town manager in consultation with the town planner as a de minimus reduction upon a finding that the applicant has utilized the options available in subsection 90-77(b)2) above, to the greatest extent feasible. If the request is denied by the town manager, that decision may be appealed to the town commission.
 - b. Major reductions. The planning and zoning board shall hear requests for reductions in parking in excess of the town manager's authority under subsection (3)a hereinabove. Such requests shall be accompanied by a report prepared by the town manager and town

planner and approved for legal sufficiency by the town attorney, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation. The report prepared by the town manager and town planner and approved for legal sufficiency by the town attorney will be based upon an independent study completed by a professional traffic engineer licensed in the State of Florida.

- c. Criteria for approval of major or minor reduction. Requests for reduction may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within 300 feet of the subject property along a practical and usable pedestrian route excluding residential districts.

If the request is denied by the planning and zoning board, that decision may be appealed to the town commission.

- (4) *Parking trust fee.* The off-street parking requirements may be complied with by paying into the downtown parking trust fund the sum of money that is the product of the number of parking spaces required but not provided, multiplied times the amount of the established fee per parking space. The parking fee amount shall be calculated on a "per parking space" standard, based upon a portion of the cost of the land, combined with the cost of design and construction, for a single structured off-street parking space. The established fee per parking space shall be determined by the town manager and approved by resolution of the town commission, as may be amended from time to time. All required parking fees shall be paid by a one-time payment prior to the issuance of a building permit.

Parking fees collected pursuant to this subsection shall be deposited into the parking trust fund established in subsection 90-77(b)(5). The fund shall be used to facilitate the provision of public off-street parking and infrastructure improvements related to parking including, but not limited to, the following activities:

- a. Acquire fee simple or other interests in land, and other real property for parking purposes;
- b. Construct, maintain, operate, lease, manage, purchase, or otherwise provide off-street parking facilities for public use including all labor and materials, cost of interest and financing, and all other such reasonable costs;
- c. Provide public information to enhance parking utilization including publicity campaigns, graphics and signage, and other informational devices;
- d. Coordinate plans for parking facility improvements and expansion with public transportation plans and operations in the vicinity;
- e. Provide accessibility to off-street parking facilities by suitable means such as public shuttle, tram or trolley service and related physical improvements such as bus shelters and right-of-way modifications; and
- f. Perform such other related activities as may be necessary to carry out the intent of this subsection.

The success and financial feasibility of providing any such shuttle, tram, bus, or trolley service, as provided herein, shall be subject to annual evaluation by the town commission. Funds deposited in the Parking Trust Fund shall be made available to the town commission for the purposes set forth in this subsection, after review and recommendation by the town manager to the town commission and approval by the town commission.

- (5) *Parking trust fund.* There is hereby established a trust fund to be entitled the "Town of Surfside Parking Trust Fund," to be maintained and administered by the Town Manager. Any new construction, addition, alteration or rehabilitation on property within the SD-B40 district or religious place of public assembly or any that creates an increase in off-street parking requirements under Section 90-77 (c) may propose satisfying those requirements for off-street

parking by providing a payment-in-lieu as established in the most current fee resolution approved by the Town Commission as follows:

- a. Where the new construction, addition, alteration or rehabilitation creates a demand for off-street parking of ten or fewer parking spaces;
- b. For new construction, additions, alterations or rehabilitations that create an off-street parking demand greater than ten spaces, a developer may propose a payment-in-lieu to satisfy the requirement for ten percent of the overall required off-street parking spaces, over and above the ten spaces permitted in subsection (a). Acceptance of the payment-in-lieu to satisfy the parking requirement is at the discretion of the town commission. When reviewing development plans that propose a payment-in-lieu, the town commission will consider any relevant information including, the existing supply of public parking spaces supporting the use, current parking occupancies and plans for construction or expansion of public parking facilities.

-
- (c) *Required parking table.* The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

Type of Residential Unit/Type of Use		Minimum Space Requirements
Single-family or Two-family		2 spaces
Multi-family—Efficiency and 1-bedroom		1.5 spaces
Multi-family—2-bedroom and 3-bedroom		2.0 spaces
Multi-family—4-bedrooms or more		2.25 spaces
Hotel		1 space for each room
Suite-Hotels		1.25 space for each room
Hotel and Suite-Hotel ancillary uses	Meeting/banquet space	100% of code required parking for place of public assembly for square footage in excess of 20 square feet of gross floor area per hotel room
	Restaurants	1 space per 100 square feet of gross floor area.

Place of Public Assembly: Where seats and/or benches are provided	1 space for every 4 seats, or 1 space for every 6 linear feet or part thereof of bench
Place of Public Assembly: Where fixed seats are not provided	1 space for each 50 square feet of non-administrative and congregation space
Grocery, fruit or meat market	1 space each 250 gross floor area
Retail store or Personal service establishment	1 space each 300 gross floor area
Office or Professional services use, except Financial institutions	1 space each 400 gross floor area
Medical or Dental uses	1 space each 300 gross floor area
Restaurants or other establishments for the consumption of food and beverages on the premises	1 space for every 4 seats
Financial institutions	1 space each 300 gross floor area
Educational services	1 space per classroom, plus 1 per 250 gross floor area

(d) *Tandem parking.*

- (1) For residential projects of greater than 60 dwelling units, parking spaces may be provided as tandem spaces, provided, however, a minimum of one unencumbered parking space, tandem or regular, must be provided for each dwelling unit and valet parking service shall be provided at all times. One visitor parking space for each 15 dwelling units unless tandem parking with valet services is provided in which case one visitor space for each 20 units is required.

- (2) For hotel and suite-hotel uses, tandem parking spaces within a parking structure may be permitted for 100 percent of the required off street parking other than handicapped spaces, provided, however, all uses having tandem spaces must provide 24-hour valet parking service and all applications for use of tandem parking must be approved by the town commission and the applicant must enter into an agreement, recorded in the public records at the expense of the owner, which shall run with the land and shall bind the heirs, successors, and assigns of said owner, which requires all developments having any tandem parking spaces to provide 24-hour valet parking service.
- (e) *Municipal parking—Use of property in town government capacity* The provisions of this article (Off-Street Parking and Loading) shall not apply to the use of any property by the town in any government capacity, function or purpose. This exemption shall also apply to setbacks and lot coverage requirements as set forth in section 90-49 hereinabove.
- (f) *Parking lifts.* For the purposes of this section, "parking lifts" shall be defined as an electro-hydraulic mechanism in a multifamily residential building or in a non-residential building that lifts a parked passenger vehicle to make space available to park a passenger vehicle below it in a single vertical tandem fashion. A parking lift space may be counted as a parking space required by subsection 90-77(c), and shall not be subject to the minimum parking stall size requirements of subsection 90-81.1(1) provided that all of the following conditions are fulfilled:
- (1) A traffic queuing analysis shall be submitted by the owner of the building for parking areas using parking lifts, for review and approval by the Town Manager, to ensure efficient processing times and queue lengths. The number of parking lifts permitted to be counted as required parking spaces shall be determined by the approved queuing analysis; and
 - (2) All parking lifts shall be located within a fully enclosed parking garage and shall not be visible from exterior view. No outside parking lifts shall be permitted; and
 - (3) Parking lifts shall be permitted only when operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by restrictive covenant to be recorded by the owner/applicant prior to establishment of the use; and
 - (4) No resident, guest, patron or customer of the building shall be permitted to operate the parking lift. A physical barrier shall be placed in the parking area to prohibit access to the parking lift area by residents, guests, patrons or customers of the building; and
 - (5) All parking lifts shall be maintained and kept in good working order; and
 - (6) The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below; and
 - (7) All lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage; and
 - (8) All parking lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift; and
 - (9) Ceiling heights of any parking level with parking lifts shall be a minimum of 14 feet 4 inches and sufficient to accommodate all types of passenger vehicles. Such required height shall be proposed in the traffic queuing study and approved by the town manager. There shall be no beams, plumbing, or sprinklers that lower or otherwise interfere with this clearance across the entire span of the parking space; and
 - (10) Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions outside of the parking garage.
- (g) No automated parking system, other than the parking lifts defined in subsection 90-77(f) shall be permitted as a required parking space unless first approved as a conditional use by the planning and zoning board at a public hearing following the procedures in section 90-35 of the Town Code.

- (h) *Electric vehicle charging capability.* All new multifamily or hotel development with 20 or more units shall provide access to 220 volt capability throughout the garage to offer charging opportunities to residents and guests as needed.

(Ord. No. 1542, § 2, 12-8-09; Ord. No. 1550, § 2, 3-9-10; Ord. No. 1556, § 2, 7-13-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1563, § 2, 11-9-10; Ord. No. 1585, § 2, 1-17-12; Ord. No. 1591, § 2, 8-15-12; [Ord. No. 1617, § 2, 3-11-14](#); Ord. No. 1625, § 2, 8-12-14)

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 11.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Section 2-1.1 of the Town Code regarding procurement limitations and competitive bidding. After this issue was discussed by the Town Council, Town Manager Wasson offered to review the current regulations with the Town Attorney and bring back an ordinance for Council consideration. Enclosed find a copy proposed ordinance.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Frank Simone, Assistant Town Attorney
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Proposed Ordinance	Ordinance - Procurement.pdf
2.	Procurement - other cities	Procurement- Other Municipalities.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 2-1.1 REGARDING PROCUREMENT LIMITATIONS AND COMPETITIVE BIDDING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Bay Harbor Islands, periodically reviews Town's Code of Ordinances to ensure that the Code meet the needs of the Town;

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

Section 1. **Section 2-1.1 of the Town Code shall be amended (as set forth in Exhibit "A").**

Section 2. **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 3. **Inclusion in the Code**

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

"Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective immediately upon passage by the Town Council on second reading.

PASSED this _____ day of _____, 2017 on first reading.

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

By: _____
Jordan Leonard
Mayor

ATTEST:

Marlene Siegel
Town Clerk

APPROVED AS TO FORM:

Frank C. Simone, Esq.
Assistant Town Attorney

Exhibit "A"

Sec. 2-1.1. - Procurement limitations; competitive bidding;

Subject to the exceptions enumerated in Section 2-1.2, all purchases of or contracts for materials, supplies, equipment, improvements or services (collectively "Procurements") shall be made or entered into in accordance with the provisions of this section.

- (a) **Procurements less than ~~\$1,000~~ \$10,000.** Procurements where the total amount to be expended is not in excess of ~~\$1,000~~ \$10,000 may be made by the Town Manager or his/her designee without the necessity of approval by the Town Council and without competitive bidding. Single purchases or contracts in excess of ~~\$1,000~~ \$10,000.00 shall not be broken down to amounts of less than ~~\$1,000~~ \$10,000 to avoid the requirements of this section.
- (b) **Procurements greater than ~~\$1,000~~ \$10,000 but less than ~~\$5,000~~ \$20,000.** Procurements where the total amount to be expended is in excess of ~~\$1,000~~ \$10,000 but which does not exceed ~~\$5,000~~ \$20,000 may be made by the Town Manager or his/her designee, without the necessity of approval by the Town Council. A minimum of ~~two~~ three (3) bids or price quotations shall be obtained when practicable. ~~Bids~~, Price quotations or refusals to submit a ~~bid or~~ price quotation may be obtained verbally, but must be documented in writing. Single purchases or contracts in excess of ~~\$5,000~~ \$20,000 shall not be broken down to amounts of less than ~~\$5,000~~ \$20,000 to avoid the requirements of this section.
- ~~(c) **Procurements greater than ~~\$5,000~~ but less than ~~\$10,000~~** Procurements where the total amount to be expended is in excess of ~~\$5,000~~ but which does not exceed ~~\$10,000~~ may be made by the town manager or his/her designee without the necessity of approval by the town council. A minimum of three bids or price quotations shall be obtained when practicable. Bids, price quotations or refusals to submit a bid or price quotation may be obtained verbally, but must be documented in writing. Single purchases or contracts in excess of ~~\$10,000~~ shall not be broken down to amounts of less than ~~\$10,000~~ to avoid the requirements of this section.~~
- (c) **Procurements greater than ~~\$10,000~~ \$20,000.** A procurement for an indefinite quantity of goods or services (an "open-ended procurement") in an amount reasonably expected to exceed ~~\$10,000~~ within a fiscal year is subject to the competitive bidding requirements enumerated in this section. Agreements for open-ended procurements ("open-ended procurement agreements") shall not require the approval of the town council provided the open-ended procurement agreement may be terminated by the town at any time without cause. Procurements where the amount to be expended is in excess of ~~\$10,000~~ \$20,000 ~~must~~ shall be approved by the Town Council. A public invitation to bid shall be prepared and advertised on the Town's website and in a newspaper of general circulation. A minimum of three (3) written bids shall be obtained when practicable. Bids, price quotations or refusals to submit a bid or price quotation ~~may be obtained verbally, but must~~ shall be documented in writing and provided to the Town Council for review and approval. In the event a Procurement governed by this section is for an indefinite quantity of goods or services, the goods and services shall

be memorialized by a written agreement that shall be no more than a three (3) year term, with a two (2) year option at the Town Council's discretion. All open-ended procurement/service agreements shall state that they shall be terminable without cause upon written notice by the Town Manager.

- (d) **Exception to procurement limitation.** The Town Manager may procure automobile fuel, legal advertisements and normal utilities including gas, electric and communication services in an amount in excess of ~~\$10,000~~ \$20,000 without the approval of the Town Council, provided the procurement is consistent with the town budget.

. . .

~~Sec. 2-1.5. Notice of bid.~~

~~Where the total sum to be paid for the procurement is in excess of \$10,000 \$25,000 no contract shall be entered into until a public invitation to bid has been noticed in accordance with procedures established by the town manager.~~

Procurement

Bal Harbour:

DIVISION 4. - VILLAGE MANAGER

Sec. 2-141. - Village Manager Purchasing Authority.

The Village Manager may purchase and/or enter into contracts for the *procurement* of services, materials, supplies or equipment where the total cost of any single expenditure does not exceed \$20,000.00 without the approval of the Village Council.

(Ord. No. 579, § 2, 3-24-15)

North Bay Village:

§ 36.25 - *Procurement* requirements, modified

...

(B) Responsibilities of the Village Manager. The Village Manager shall act as the Village's purchasing agent and have exclusive control over the purchase of all goods and services, and approve all vouchers for the payment of goods and services.

The Village Manager shall be responsible for the development of *procurement* specifications, contract administration, inspection of vendor books and records, and inspection and acceptance of goods and services.

...

(G) Small purchases.

(1) General. Any contract not exceeding \$15,000.00 over the life of the contract may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

(2) Small purchases of \$5,000.00 or less. The Village Manager shall have the discretion to purchase goods and services that do not exceed \$5,000.00 in the manner he or she deems most appropriate.

(3) Small purchases over \$5,000.00. The Village Manager shall purchase goods and services in excess of \$5,000.00 but that do not exceed \$15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process within the last 24-month period by another governmental entity or public agency in the

State of Florida. Award shall be made to the business offering the lowest acceptable quotation.

The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record.

(Ord. No. 2016-007, § 1, 6-14-16)

Surfside:

Sec. 3-6. - Purchasing limitations; effect on competitive bidding requirement.

(a) Purchases less than \$2,500.00. Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of \$2,500.00 may be made or entered into by the town manager without submittal to the town commission and without competitive bidding. Single purchases or contracts in excess of \$2,500.00 shall not be broken down to amounts less than \$2,500.00 to avoid the requirements of this section.

(b) Purchases of \$2,500.00 or more but less than \$8,500.00. Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is \$2,500.00 or more, but which do not exceed \$8,500.00 may be made, or entered into, by the town manager without submittal to the town commission, but shall require compliance with the competitive bidding requirements set forth in this chapter. Single purchases or contracts in excess of \$8,500.00 shall not be broken down to amounts less than \$8,500.00 to avoid the requirements of this section.

(c) Purchases in excess of \$8,500.00. The town commission shall approve all purchases of or contracts for materials, supplies, equipment, public improvements or services where the total amount to be expended is more than \$8,500.00.

(d) Purchases in excess of \$25,000.00. For purchases in excess of \$25,000.00 the town commission shall follow the formal provisions below.

(Ord. No. 1543, § 2, 12-8-09)

Sec. 3-7. - Competitive bidding procedure.

(a) Purchases under \$25,000.00.

(1) Whenever competitive bidding is required by this chapter, the town manager shall direct that bid proposals which provide specifications for the purchase or contract be prepared.

(2) The town manager shall solicit bids from at least three persons or entities engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services.

(3) The town manager may publish a public invitation to bid items under \$25,000.00.

(4) Bids shall be awarded to the lowest, most responsive, responsible bidder, as determined by the town commission and/or the town manager as the case may be, subject to the right of the town to reject any and all bids, to waive any irregularity in the bids or bidding procedures and subject also to the right of the town to award bids and contracts to bidders other than the low bidder. Until a formal contract is executed, the town reserves the right to reject all bids.

(b) Purchases \$25,000.00 or more. Bids for purchases of \$25,000.00 or more shall be awarded in the same manner as purchases as set forth in subsection (a), except these additional requirements shall pertain:

(1) Conditions for use. All contracts with the town in amounts over \$25,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in this chapter, or as otherwise approved by town commission.

(2) Invitation for bids. An invitation for bids (including RFPs and RFQs) shall be issued and shall include specifications and all contractual terms and conditions applicable to the *procurement*.

(3) Public notice. Public notice of the invitation for bids shall be given not less than 14 calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by publication in a subscription newspaper of general circulation in the town. The notice shall state the place, date, and time of bid opening. All bids shall be received in the town manager's office on, or before, the date and time set forth in the notice.

(Ord. No. 1467, § 2, 11-7-06)

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 12.

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

DESCRIPTION:

The proposed ordinance would amend Section 20-9 of the Town code to include a monthly base charge of \$742.00 for the 4" water meters.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1.	Proposed Ordinance	Sewer rates 20-9.pdf
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ORDINANCE NO. _____

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

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

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

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

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

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

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

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

Sec. 20-9. Sewer service- Rates.

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

Residential Users:

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

Non-residential users:

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

Water Meter Size	Monthly Base Charge	Monthly Base Charge Proposed
1"	\$77.85	-
1.5"	\$155.69	-
2"	\$249.12	-
3"	\$467.03	-
4"		\$742.00

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

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

Section 2. **Penalties**

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

Section 3. **Severability**

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

Section 4. **Inclusion in the Code**

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

Section 5. **Effective Date**

This Ordinance shall be effective for all billings rendered after June 12, 2017.

PASSED this __ day of _____ on first reading.

PASSED AND ADOPTED this __ day of _____ on second reading.

MAYOR

ATTEST:

TOWN CLERK

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 13.

ITEM: Consideration and Approval of a Business Tax Receipt (Mobile Permit) Application from EzFill-FL, LLC for an on-demand gas delivery service. Enclosed find a copy of the application and supporting documents.

DESCRIPTION:

On March 9th, 2017, the Town Clerk's Office received a Business Tax Receipt (Mobile Permit) application from EzFILL-FL, LLC for gas delivery service through an on-demand mobile app. The applicant (EzFILL-FL, LLC) seeks approval to operate 24 hours a day / 7 days a week, which is outside the permissible hours of commercial business of 9:00 am through 6:00 pm.

Enclosed find a Memorandum from the Town Attorney's office and supporting documents.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Marlene Siegel, Town Clerk

ATTACHMENTS

1.	EZFILL FL-LLC	EZFILL-FL, LLC.pdf
2.	Letter - Town Attorney	EZ-Fill-FL, LLC - Legal Opinion.pdf
3.	EZFILL Presentation	EZFILL- Presentation.pdf



Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

Tel: (305) 866-6241/ Fax: (305) 866-4863

Application Form

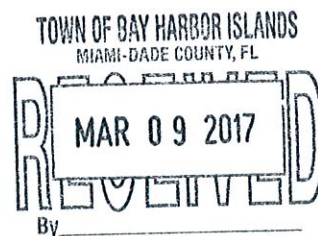
(PLEASE PRINT)

Name of Applicant: E2FLK-FL, LLC
Address: 333 - W 4th St
City: MIAMI BEACH State: FL Zip Code: 33140
Phone No: 305-791-1169 Fax No: 786-616-6861
Driver's License No: L100-973-93-105-0
Company: E2FLK-FL, LLC
Phone No: 305-791-1169 Fax No: 786-616-6861
Vehicle Tag No 1: HHEX 16 Vehicle Tag No 3: _____
Vehicle Tag No 2: EWQA 35 Vehicle Tag No 4: _____

1. *Affidavit of applicant required.* An applicant for a permit for a mobile device occupation shall at the time of application file an affidavit wherein the applicant:
 - a. Agrees to comply with the standards set forth in this section;
 - b. Agrees to comply with the conditions imposed by the town to insure compliance with such standards
 - c. Acknowledges that a departure therefore may result in a suspension or cancellation of the permit; and
 - d. Acknowledges that the town shall have the right to reasonably inspect the premises upon which the mobile service occupation is conducted to insure compliance with the foregoing standards and conditions to investigate complaints, if any, from neighbors.
2. *Violation of standards or conditions deemed a code violation.* Failure by a mobile service occupation to comply with the standards of this section and with the conditions imposed by the town shall be deemed in violation of this code
3. *Appeals.* An Applicant for a permit whose application is denied for failure to meet the standards set forth in this section or who object to any condition imposed by the town may appeal the reasonableness of either to the town council which may direct that the permit be issued with or without condition or may modify, add to or delete the imposed condition

(Ord. No. 574, 5, 6-12-95)

Applicant Signature





333 W 41st, Miami Beach FL 33140

To: Alba Chang, Deputy Town Clerk

Town of Bay Harbor Islands

Bay Harbor Islands, FL 33154



Dear Ms. Chang,

The attached constitute the regulatory documentation from both the Department of Transportation as well as Hazardous materials certificate of registration which enables Ezfill to transport and dispense fuel. We also provided the documentation that our drivers are required to sign before they begin their shift. We also have provided the Florida Department of Agriculture and Consumer Services Permit for selling to the public. Our Meters and Registers comply with State rules.

We recently filed the BTR with your office. Please contact us with any additional questions and let us when our service has been approved for your town.

Sincerely,

Jonathan Gross, CEO
EzFill FL LLC

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L16000141144
FILED 8:00 AM
July 27, 2016
Sec. Of State
vherring

Article I

The name of the Limited Liability Company is:

EZFILL-FL, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6039 COLLINS AVE
933
MIAMI BEACH, FL. 33140

The mailing address of the Limited Liability Company is:

6039 COLLINS AVE
933
MIAMI BEACH, FL. 33140

Article III

The name and Florida street address of the registered agent is:

JONATHAN E GROSS
6039 COLLINS AVE
933
MIAMI BEACH, FL. 33140

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JONATHAN GROSS

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
JONATHAN E GROSS
6039 COLLINS AVE SUITE 933
MIAMI BEACH, FL. 33140

L16000141144
FILED 8:00 AM
July 27, 2016
Sec. Of State
vherring

Signature of member or an authorized representative

Electronic Signature: JONATHAN GROSS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of EZFILL-FL, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on July 27, 2016, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L16000141144.

Authentication Code: 160801081452-100288424401#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
First day of August, 2016



Ken Detzner
Ken Detzner
Secretary of State

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2016-2017**

Registrant: EZFILL-FL, LLC
Attn: YEHDUA LEVY
6039 COLLINS AVE
MIAMI BEACH, FL 33140

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 110216 550 009Y Effective: 07/01/2016 Expires: 06/30/2017

HM Company ID: 184064

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Hazardous Material Shipping Paper

Date: _____

EzFill, LLC
Name of Carrier & Shipper

HHEX16
Vehicle License Plate No.

TO: Residential & Commercial Accounts (See Note 1 below)

Street: N/A

City: _____ State: _____ Zip: N/A

Note 1: We deliver gasoline on-demand to multiple residential and commercial accounts in the following zip codes: 33140. A complete electronic list will be available with the driver. DOT-SP 15861

From: EzFill, LLC

Street: 955 NE 175th Street

City: N. Miami Beach State: FL Zip: 33162 Phone: 305-791-1169

24 hr Emergency Contact Tel. No: **1-800-535-5053** or **+1-352-323-3500**

Contract #: 108729

No. of Units & Container Type	HM	Basic Description Proper Shipping Name, Hazard Class, Identification Number, Packing Group	Total Quantity (Weight, Vol, Gal, etc)	Weight (Subject to Correction)
3 tanks		UN1203, Gasoline, 3, PG II, <i>includes gasoline mixed with ethyl alcohol, with not more than 10% ethanol</i> , DOT-SP 15861	300 gal	1806 lbs

Placards Tendered: Yes

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable governmental regulations.

Signature: _____



U.S. Department
of Transportation

**Pipeline and Hazardous
Materials Safety Administration**

May 29, 2015

East Building, PHH - 30
1200 New Jersey Avenue, Southeast
Washington, D.C. 20590

DOT-SP 15861
(FIRST REVISION)

EXPIRATION DATE: March 31, 2019

(FOR RENEWAL, SEE 49 CFR § 107.109)

1. GRANTEE: Petro2Go, LLC.
De Pere, WI
2. PURPOSE AND LIMITATIONS:
 - a. This special permit authorizes the manufacture, marking, sale and use of non-DOT specification refueling tanks containing certain Class 3 liquids. The Class 3 liquids will be discharged from the refueling tanks without removing the refueling tanks from the vehicle on which they are transported. This special permit provides no relief from the Hazardous Materials Regulations (HMR) other than as specifically stated herein. The most recent revision supersedes all previous revisions.
 - b. The safety analyses performed in development of this special permit only considered the hazards and risks associated with transportation in commerce. The safety analyses did not consider the hazards and risks associated with consumer use, use as a component of a transport vehicle or other device, or other uses not associated with transportation in commerce.
3. REGULATORY SYSTEM AFFECTED: 49 CFR Parts 106, 107 and 171-180.
4. REGULATIONS FROM WHICH EXEMPTED: 49 CFR § 177.834(h) in that the tank is unloaded while on a motor vehicle and § 178.700(c)(1) in that the size of the authorized package is less than 119 gallons.

May 29, 2015

5. BASIS: This special permit is based on the application of Petro2Go, LLC. dated May 3, 2015, submitted in accordance with § 107.109.
6. HAZARDOUS MATERIALS (49 CFR § 172.101):

Hazardous Material Description			
Proper Shipping Name	Hazard Class/ Division	Identification Number	Packing Group
Ethanol or Ethyl alcohol or Ethanol solutions or Ethyl alcohol solutions	3	UN1170	II
Fuel, aviation, turbine engine	3	UN1863	I
Gasoline	3	UN1203	II
Kerosene	3	UN1223	III
Methanol	3	UN1230	II
Diesel fuel	3	NA1993	III

7. SAFETY CONTROL MEASURES:

a. PACKAGING - The prescribed packagings are metal non-DOT specification refueling tanks constructed of aluminum, conforming with all the requirements for a UN31B intermediate bulk container (IBC) except for water capacity. The size of the tank must not exceed 119 gallons.

b. TESTING - Each design type must meet the testing and certification requirements specified in § 178.803 for metal IBCs. Each tank must be periodically retested every 2.5 years in accordance with the requirements of § 180.352.

c. OPERATIONAL CONTROLS -

(1) Tanks must be attended at all times during loading and unloading operations by a qualified person. For the purposes of this requirement, "attended" and "qualified" must have the meanings described in § 177.834(i)(3) and (4), respectively.

May 29, 2015

(2) Hoses may be attached to discharge outlets during transportation provided:

(i) The discharge outlet is at the highest point of the tank. If the discharge outlet is below the highest point of the tank, a shutoff valve must be installed to close off tank contents from the pump.

(ii) The highest points of the attached pump, hoses, and tank remain below the "safe zone" line. The "safe zone" line is defined as a line from five inches below the roof of the vehicle to the top of the vehicle's tailgate. If the tank was manufactured before the granting of the first revision of DOT-SP 15861, the "safe zone" line is defined as a line from the roof of the vehicle to the top of the vehicle's tailgate.

(iii) The pump hose and nozzle are locked to the pump using a keyed or combination lock during transportation.

(iv) The operator has emptied the contents of the hose by inverting the flow of the attached pump and pumping from the hose into the tank for a minimum of 15 seconds.

(3) Tanks may not be manifolded together.

(4) Electrical power must be disconnected from the pump during transportation.

(5) Each tank must be marked and placarded in accordance with the requirements for IBCs.

8. SPECIAL PROVISIONS:

a. In accordance with the provisions of Paragraph (b) of § 173.22a, persons may use the packaging authorized by this special permit for the transportation of the hazardous materials specified in paragraph 6, only in conformance with the terms of this special permit.

b. A person who is not a holder of this special permit, but receives a packaging covered by this special permit, may reoffer it for transportation provided no modification or change is made to the packaging and it is offered for

May 29, 2015

transportation in conformance with this special permit and the HMR.

c. A current copy of this special permit must be maintained at each facility where the package is offered or reoffered for transportation.

d. Each packaging manufactured under the authority of this special permit must be either (1) marked with the name of the manufacturer and location (city and state) of the facility at which it is manufactured or (2) marked with a registration symbol designated by the Office of Hazardous Materials Special Permits and Approvals for a specific manufacturing facility.

e. A current copy of this special permit must be maintained at each facility where the packaging is manufactured under this special permit. It must be made available to a DOT representative upon request.

9. MODES OF TRANSPORTATION AUTHORIZED: Motor Vehicle.
10. MODAL REQUIREMENTS: A current copy of this special permit must be carried aboard each cargo vessel, aircraft or motor vehicle used to transport packages covered by this special permit. The shipper must furnish a copy of this special permit to the air carrier before or at the time the shipment is tendered.
11. COMPLIANCE: Failure by a person to comply with any of the following may result in suspension or revocation of this special permit and penalties prescribed by the Federal hazardous materials transportation law, 49 U.S.C. 5101 et seq:
- o All terms and conditions prescribed in this special permit and the Hazardous Materials Regulations, 49 CFR Parts 171-180.
 - o Persons operating under the terms of this special permit must comply with the security plan requirement in Subpart I of Part 172 of the HMR, when applicable.
 - o Registration required by § 107.601 et seq., when applicable.

Each "Hazmat employee", as defined in § 171.8, who performs a function subject to this special permit must receive

May 29, 2015

training on the requirements and conditions of this special permit in addition to the training required by §§ 172.700 through 172.704.

May 29, 2015

No person may use or apply this special permit, including display of its number, when this special permit has expired or is otherwise no longer in effect.

Under Title VII of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)—"The Hazardous Materials Safety and Security Reauthorization Act of 2005" (Pub. L. 109-59), 119 Stat. 1144 (August 10, 2005), amended the Federal hazardous materials transportation law by changing the term "exemption" to "special permit" and authorizes a special permit to be granted up to two years for new special permits and up to four years for renewals.

12. REPORTING REQUIREMENTS: Shipments or operations conducted under this special permit are subject to the Hazardous Materials Incident Reporting requirements specified in 49 CFR §§ 171.15 Immediate notice of certain hazardous materials incidents, and 171.16 Detailed hazardous materials incident reports. In addition, the grantee(s) of this special permit must notify the Associate Administrator for Hazardous Materials Safety, in writing, of any incident involving a package, shipment or operation conducted under terms of this special permit.

Issued in Washington, D.C.:


for Dr. Magdy El-Sibaie
Associate Administrator for Hazardous Materials Safety

Address all inquiries to: Associate Administrator for Hazardous Materials Safety, Pipeline and Hazardous Material Safety Administration, U.S. Department of Transportation, East Building PHH-30, 1200 New Jersey Avenue, Southeast, Washington, D.C. 20590.

Copies of this special permit may be obtained by accessing the Hazardous Materials Safety Homepage at http://hazmat.dot.gov/sp_app/special_permits/spec_perm_index.htm Photo reproductions and legible reductions of this special permit are permitted. Any alteration of this special permit is prohibited.

PO: LAVALLE



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

January 20, 2017

EZFILL-FL, LLC
955 NE 175TH ST
MIAMI, FL 33162-2142

SUBJECT: Weighing and Measuring Device Permit WM26235

The weighing and measuring device permit at the bottom of this form is valid **ONLY** for the business located at the address on the permit. All weighing and measuring device permits must be renewed annually. Any permit allowed to expire shall become inoperative because of failure to renew. A late fee of \$100 in addition to the permit fee must be paid for any permits not renewed prior to expiration.

IN THE EVENT OF AN OWNERSHIP CHANGE AT THIS BUSINESS LOCATION: This permit may be transferred to any person, firm or corporation for the remainder of the current permit year upon written request to the department by the new owner. If you need additional information, please contact the Bureau of Compliance at (850) 921-1590.

Pursuant to Chapter 531, Florida Statutes, weighing and measuring device permittees must present proof of permit.

For future correspondence, please make any needed corrections or changes to your business mailing address and/or your permitted location address and return the **UPPER PORTION** with corrections.

..... Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **WM26235**
Issue Date: November 22, 2016
Expiration Date: November 22, 2017

**POST CERTIFICATE
CONSPICUOUSLY**

Weighing and Measuring Device Permit

2 - VOLUMETRIC METERS Max flow rate < or = 20 gal per minute

EZFILL-FL, LLC
EZFILL-FL, LLC
333 W 41ST ST STE 608
MIAMI BEACH, FL 33140

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the Location whose name and address are shown above is permitted and has paid the prescribed fee (based on the declared types and number of devices) as required by s. 531.60 F.S..



NATIONAL TYPE EVALUATION PROGRAM

Certificate of Conformance

for Weighing and Measuring Devices

For:

Meter Indicating Volume
Wholesale Meter, Stationary or Vehicle-Mounted
Model: 682-15-XXX-XXXXXX*
Meter Size: 1 1/2 inch
Flow Rates: 50 gpm maximum
0.5 gpm minimum (2.0 gpm for the SS version
used with DEF)

Submitted By:

Total Control Systems (Division of Murray Equipment, Inc.)
2515 Charleston Place
Fort Wayne, IN 46808
Tel: 260-484-0382
Fax: 260-484-9230
Contact: Paul Glowacki
Email: pglowacki@murrayequipment.com
Web site: www.tcsimeters.com

Standard Features and Options

*The specific models of devices covered by this certificate are listed on Page 2.

- Category 1 physical seal (see sealing, Page 2)
- 3-piston meter with vertical stroke with a maximum working pressure of 150 psi for all models except 682-15- LP-XX, which has a maximum working pressure of 350 psi.

Specific Meter Model Applications:

682-15-SP-XX	Refined Petroleum Products and Fuels
682-15-SPA-XX	Refined Petroleum Products and Fuels
682-15-SPD-XX	Refined Petroleum Products and Fuels
682-15-AF-XX	Refined Petroleum Products and Fuels
	Liquid fertilizers, herbicides, pesticides and insecticides
	General and chlorinated solvents
682-15-SS-XX	Includes all products listed above, acids and DEF
682-15-LP-XX	Liquefied Propane Gas

Options: Mechanical & Electronic registers, Presets, Ticket printers, Automatic Temperature Compensation, Air Eliminator, Pulsars including TCS Direct Mount Pulsar (DMP) & Register Mount Pulsar (RMP) optical pulsars, Manual & Electronic Valves

This device was evaluated under the National Type Evaluation Program and was found to comply with the applicable technical requirements of "NIST Handbook 44: Specifications, Tolerances and Other Technical Requirements for Weighing and Measuring Devices." Evaluation results and device characteristics necessary for inspection and use in commerce are on the following pages. *Editorial changes, not affecting the type or metrological content, corrected this certificate.

Kristin Macey
Chairman, NCWM, Inc.

Jerry Buendel
Committee Chair, National Type Evaluation Program Committee
Issued: August 8, 2016

1135 M Street, Suite 110 / Lincoln, Nebraska 68508

The National Conference on Weights and Measures (NCWM) does not approve, recommend or endorse any proprietary product or material, either as a single item or as a class or group. Results shall not be used in advertising or sales promotion to indicate explicit or implicit endorsement of the product or material by the NCWM.

**Total Control Systems (Division of Murray Equipment, Inc.)**

Meter Indicating Volume / 682-15-XXX-XXXXXX*

Application: The meters are approved for use in stationary and vehicle-tank applications for dispensing the products listed on Page 1.

Identification: A permanent, metal identification badge is riveted to a face plate cast into the meter body with Total Control Systems listed as the manufacture.

Sealing: The meter calibration adjustment may be secured with a wire security seal.

Model Designation: The specific models of devices covered by this certificate are listed below:

682	-15	-XXX	-XXXXXX
Basic Model	1 1/2 inch flange	Standard petroleum = SP (Aluminum) Standard petroleum = SPA (Aluminum) Standard petroleum = SPD (Ductile Iron) All ferrous = AF (Ductile Iron) Stainless steel = SS (Stainless Steel) Liquid Propane = LP (Ductile Iron)	Combination of accessories provided by TCS Non-metrological

Operation: Calibration of the piston meter is accomplished by adjusting the upper index disc. The adjustment controls the stroke length of the three plungers.

Test Conditions: This certificate supersedes Certificate of Conformance Number 96-100A4 and is issued to clarify the fact that the minimum flow rate specified by the manufacturer is 2.0 gpm for the stainless steel (SS) version when used for diesel exhaust fluid (DEF). No additional testing was necessary as the flow rate falls within the flow rate specified on the certificate. Previous test conditions are listed below for reference.

Certificate of Conformance Number 96-100A4: This certificate supersedes Certificate of Conformance Number 96-100A3 and is issued to add Liquefied Propane Gas product to the certificate. Tests were performed on a Model 682-15-LP-4-BX meter installed into an LPG Autogas dispenser at 5gpm, 7.5gpm, 11gpm, 15gpm and 19gpm. All results were in acceptance tolerance and repeatability requirements for Accuracy Class 1 for LPG Liquid Measuring Devices. After a throughput of over 50,000 gallons the meter was retested using the same criteria. All results were in acceptance tolerance and repeatability requirements for Accuracy Class 1 for LPG Liquid Measuring Devices.

Certificate of Conformance Number 96-100A3: This certificate supersedes Certificate of Conformance Number 96-100A2 and is issued to add meter size and flow rate information in the "For" box that were omitted from Certificate 96-100A2.

Certificate of Conformance Number 96-100A2: This certificate supersedes Certificate of Conformance Number 96-100A1 and is issued to clarify the fact that the certificate does include use for diesel exhaust fluid (DEF), which is included in the liquid fertilizer family. No additional testing was deemed necessary. Contact information was also updated.

Certificate of Conformance Number 96-100A1: This certificate supersedes Certificate of Conformance Number 96-100 and is issued to change the flow rate of the meter and to include models SPA and SPD and to correct the model number suffix designations. The emphasis of the evaluation was on design, performance, and the operation of the meter. Tests were performed on a Model 682-15-SPA-4-AT meter with a Veeder Root Model 7887 mechanical register using ethylene glycol. A Total Controls Systems (TCS) Model DMP optical pulser was connected to the Veeder Root Model 7887 mechanical register and a Veeder Root EMR3 electronic panel-mount register and also tested for accuracy at the manufacture's facility. The meter was tested at 50, 35, 25, 11, and 0.50 gallons per minute. After a throughput of over 100,000 gallons the meter was retested using the same criteria. An acceptance tolerance of 0.15% for normal tests and 0.45% for special test was applied.

Certificate of Conformance Number 96-100: This certificate is issued to acknowledge that Total Control Systems, a Division of Murray Equipment, Inc. is the new manufacturer of the Tokheim 682-15-XX-X-X Series meter (reference Certificate of Conformance Number 90-151A2). Murray Equipment, Inc. has purchased the manufacturing and testing equipment, engineering documents, historic records, and inventory directly related to the Tokheim Series 600 meter product. A one-time test was performed using Urea Ammonium Nitrate (UN-32), an agri-chemical liquid. The original test conditions are summarized for reference.

**Total Control Systems (Division of Murray Equipment, Inc.)**

Meter Indicating Volume / 682-15-XXX-XXXXXX*

The Model 682-15-AF meter includes general and chlorinated solvents and is approved from recent evaluations of Tokheim Model 682-15-AF meter using the chlorinated solvent, perchloroethylene, at a minimum flow rate of 2 gpm and information supplied by Tokheim's engineering department. The actual meter field evaluations were conducted on a vehicle tank truck and a stationary dock. The vehicle tank truck configuration contained the Model 682-15-AF meter, register/printer, discharge and back pressure valves, and air/vapor eliminator. The stationary Model 682-15-AF meter was tested initially and subsequently after 23 days and 82 335 gallons throughput. All tests (including air/vapor elimination test) were within acceptance tolerance.

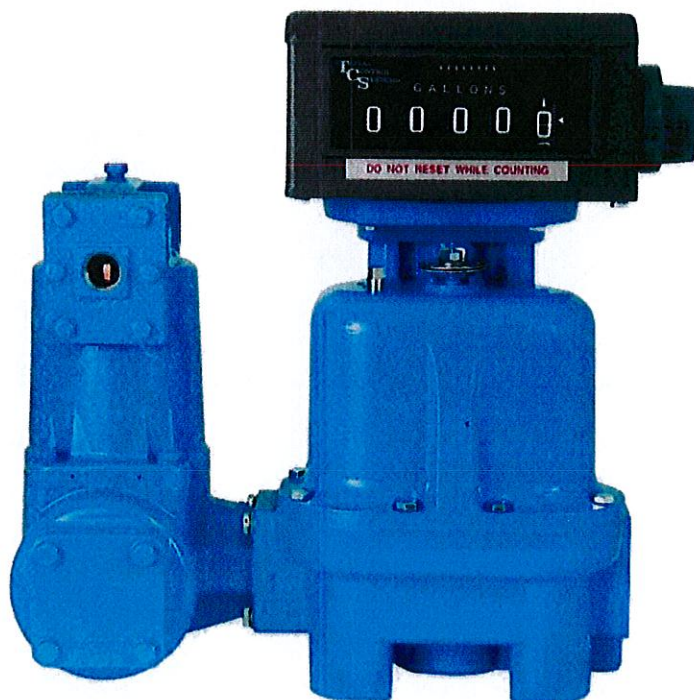
Herbicides, pesticides and insecticides were included in the existing liquid fertilizer category for the Model 682-15-AF-X-X wholesale piston meter. These three products are similar in nature to the products already tested and approved under the classification of general and chlorinated solvents.

Evaluated By: T. Michel (CA) 96-100; D. Reiswig (CA) 96-100A1; A. Katalinic (NC) 96-100A4

Type Evaluation Criteria Used: *NIST Handbook 44 Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, 2016 Edition. *NCWM Publication 14 Measuring Devices*, 2016 Edition.

Conclusion: The results of the evaluation and information provided by the manufacturer indicate the device complies with applicable requirements.

Information Reviewed By: S. Patoray, L. Bernetich (NCWM) 96-100A1; J. Truex (NCWM) 96-100A2, 96-100A3, 96-100A4, 96-100A5

Example of Device:**Model 682-15**



NATIONAL TYPE EVALUATION PROGRAM

Certificate of Conformance

for Weighing and Measuring Devices

For:

Register for Meter
Controller for Meter System
Retail, Wholesale, Stationary, Vehicle Tank, Digital Electronic
Model: TCS 3000-XXXXX
Capacity: Maximum Total Volume 999 999,999

Submitted By:

Total Control Systems – A Division of Murray Equipment, Inc.
2515 Charleston Place
Fort Wayne, IN 46808
Tel: 260-484-0382
Contact: Paul Glowacki
Email: pglowacki@murrayequipment.com
Web site: www.tcsimeters.com

Standard Features and Options**Model Designations:**

TCS 3000	-	XXXXX
Basic Unit		Denotes non-metrological features assigned by Murray Equipment, Inc.

Standard Features:

- Category 2 Physical Seal Method of Sealing
- Scaled Pulse Output
- Integral Pulser (located in the register)
- Backlit Color VGA Display
- Backlit Alpha-numeric Keypad
- Standard RS232 / 485 / 422 Serial Communication
- Preset Price or Volume Capabilities
- Multiple Pump, Single and Two Stage Valve Control
- Gallon as Primary Unit of Measure
- User Selectable Supplemental Units of Measure
- Supplemental User Defined Units
- Price Computing
- Non-resettable Gross and Net Totalizers

Optional Features:

- Automatic Electronic Temperature Volume Correction (ETVC)
- Multi-products
- Single/Multi Point (10 point) Calibration
- 100 Ω Platinum Resistance RTD Probe
- External Pulser

This device was evaluated under the National Type Evaluation Program and was found to comply with the applicable technical requirements of "NIST Handbook 44: Specifications, Tolerances and Other Technical Requirements for Weighing and Measuring Devices." Evaluation results and device characteristics necessary for inspection and use in commerce are on the following pages.

Kristin Macey
Chairman, NCWM, Inc.

Jerry Buendel
Chairman, National Type Evaluation Program Committee
Issued: July 15, 2016

1135 M Street, Suite 110 / Lincoln, Nebraska 68508

The National Conference on Weights and Measures (NCWM) does not approve, recommend or endorse any proprietary product or material, either as a single item or as a class or group. Results shall not be used in advertising or sales promotion to indicate explicit or implicit endorsement of the product or material by the NCWM.

**Total Control Systems – A Division of Murray Equipment, Inc.**

Register for Meter / TCS 3000-XXXXX

Application: For use as an indicating element/controller in wholesale, retail, stationary, and vehicle tank applications mounted remotely or directly and may be used with approved and compatible measuring elements. Input to the device may be directly from the meter output or an integral pulse device.

Identification: A permanent ID badge is attached to the front or side of the register housing. If tampered with, the badge will self-destruct and not attach to another device.

Sealing: A screw interlock between the access door and housing allows access to the calibration and configuration adjustments, and is sealed with a wire security seal threaded through a drilled screw head that secures the access door to the housing when in the closed position. The screw also prevents the unit from being placed into calibration mode by remote means. In addition, the base of the controller is sealed to the top of the meter housing using a wire security seal threaded through drilled head screws that secure the base of the controller to the top meter housing.

To access the event counter information, simultaneously press the SHIFT and MODE keys. Select the SYSTEM MENU option. Select the REPORTS option. Select the SHOW PROVER STATUS option. The device will display the W&M Counter, Calibration Counter and Configuration Counter. In each case, the device will show the number of times the counter was incremented and the date and time of the last access to that particular function. This data can be displayed while the device is in normal operating mode. The W&M seal does not have to be broken to access this information. Press the CANCEL key multiple times to return to a previous menu or to return to operating mode.

Operation: The indicator is capable of displaying the flow rate, product temperature, net (when applicable) and gross indications during a delivery. Non resettable totals may be continuously displayed.

Test Conditions: This certificate supersedes Certificate of Conformance Number 11-118 and was issued to clarify the access to event counter information. Description of the process was added to the sealing section. No additional testing was deemed necessary. Previous test conditions are listed below for reference.

Certificate of Conformance Number 11-118: The Model TCS 3000 indicator and printer were evaluated in the California DMS laboratory. The emphasis of the evaluation was on compliance with marking, print requirements, operational features, controls, and temperature compensation factors for net deliveries of propane. After the laboratory evaluation, the TCS 3000 indicator with F-Rams Inc. /EWA 2100 temperature compensator, and a printer were submitted to a field evaluation. The emphasis of the evaluation was on design, performance, and interaction with measuring systems. The indicator/temp-comp system was installed on a propane delivery vehicle with a 2-inch positive displacement measuring element. Three accuracy tests each were conducted at three different flow rates with the temperature compensating system activated and the display configured to read the gross and net deliveries in gallons. Product was delivered into a wet-bottom volumetric standard and deliveries held to acceptance tolerance of 0.6% in both the temperature (net) and non-temperature compensated (gross) mode of delivery. A repeatability tolerance of 0.4% was also applied. In addition, the tolerance of 0.25% difference was applied between the indicator deliveries in the temperature and non-temperature compensated mode. The system was put into service and the same test repeated approximately 30 days later.

Evaluated By: N. Ingram (CA) 11-118

Type Evaluation Criteria Used: NIST, Handbook 44: Specifications, Tolerances and Other Technical Requirements for Weighing and Measuring Devices, 2016. NCWM, Publication 14: Measuring Devices, 2016.

Conclusion: The results of the evaluation and information provided by the manufacturer indicate the device complies with applicable requirements.

Information Reviewed By: J. Truex (NCWM) 11-118, 11-118A1



Total Control Systems – A Division of Murray Equipment, Inc.

Register for Meter / TCS 3000-XXXXX

Example of Device:



Model TCS-3000



EZFILLC-01

AGORDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER I. David Gordon Associates, Inc. 845 Third Avenue 20th Floor New York, NY 10022	CONTACT NAME: Aaron Gordon	
	PHONE (A/C, No, Ext): (212) 687-2525 FAX (A/C, No): (212) 687-0740	
	E-MAIL ADDRESS: aaron@gordoncompanies.com	
INSURED Ezfill-FL LLC 955-NE 175th Street North Miami Beach, FL 33162	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIX Specialty Insurance Company	12833
	INSURER B: Prime Property & Casualty Insurance Inc.	12588
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		L1Y D111540 00	12/02/2016	12/02/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PC1609552	09/13/2016	09/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With regard to deliveries being made by the Named Insured, Certificate Holder is added as additional insured as required by contract. Subject to terms, conditions and limitations of the written policies.

CERTIFICATE HOLDER

CERTIFICATE HOLDER Tower Forty One Association, Inc. 4101 Pine Tree Drive Miami, FL 33140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2016/03)

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- 3. We Fill, You Chill!**



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Bay Harbor List:

1. Isaac Salver
2. Elija Salver
3. Ashley Salver
4. Ron Gottesman
5. Adela Gottesman
6. Lipskar Family
7. Geri Levine
8. Matt Levine
9. Dana Levine
10. Jason Loeb
11. Karen Azari
12. Raffi Azari
13. Michael Behar
14. Nechama Simon
15. Moshe Simon
16. Ashi Kaplan
17. Mishy Kaplan
18. Baruch Duchman
19. Mendy Duchman
20. Yonit Duchman
21. Eliyahu Adouth
22. Adouth Family
23. Debra Pludwinski
24. Alex Pludwinski
25. Gabi Pludwinski
26. Yossi Miller
27. Natalie PLudwinski
28. Aaron Knight
29. Tali Knight
30. Josh Tessier
31. Ohad Einhorn
32. Judah Neuwirth
33. James Gonte

FRANK SIMONE P.A.

Law Offices

701 BRICKELL AVENUE
SUITE 1550
MIAMI, FLORIDA 33131
TELEPHONE (305) 221-8000
TELEFAX (305) 357-2510
WEBSITE: FrankSimone.com

March 24, 2017

Via email to: msiegel@bayharborislands-fl.gov

Marlene M. Siegel
Town Clerk/Director of Code Compliance
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Mobile Permit Application Submitted by EZ-Fill FL, LLC.

Dear Marlene:

We are in receipt of the Mobile Permit Application submitted by EZ-Fill FL, LLC and have reviewed the same.

Florida Statutes Section 316.80(1) states that: “[i]t is unlawful for any person to maintain, or possess any conveyance or vehicle that is equipped with, fuel tanks, bladders, drums, or other containers that do not conform to 49 C.F.R. or have not been approved by the United States Department of Transportation for the purpose of hauling, transporting, or conveying motor or diesel fuel over any public highway.”

49 C.F.R. part 177 “prescribes requirements ... that are applicable to the acceptance and transportation of hazardous materials by private, common, or contract carriers by motor vehicle.” 49 C.F.R. § 177.800(a).

EZ-Fill FL, LLC (“EzFill”) is a Florida limited liability company. EzFill provides mobile fuel to vehicle owners at the vehicle owner’s location via a mobile telephone application.

In connection with its mobile permit application, EzFill provided, among other things, a Hazardous Materials Certificate of Registration from the US Department of Transportation, a Hazardous Materials Shipping Paper Form used by its drivers, a certificate of approval issued by the US Department of Transportation for the fueling tanks used by EzFill in its business, a Weighing and Measuring Device Permit issued by the FL Department of Agriculture and Consumer Services for the fuel meter used by EzFill, and a Certificate of Liability Insurance.

Based upon the foregoing and the research conducted to date, it appears that EzFill has provided the necessary documentation to demonstrate that it is able to perform its services within the Town of Bay Harbor Islands (“Town”).

Letter to Marlene Siegel
March 24, 2017
Page 2 of 2

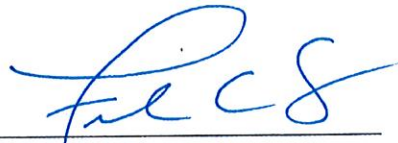
Section 23-4.2(1) of the Town's Code of Ordinances ("Code") requires a permit for mobile service occupations. It would appear that EzFill fits within the definition of a mobile service occupant who requires a permit to conduct its business within the Town; and, EzFill meets the standards set forth in Section 23-4.2(3) of the Code.

In the event that EzFill seeks to conduct business within the Town in excess of the permissible hours applicable to a mobile permit holder, EzFill would be required to seek approval of the Town Council for such permission.

Please feel free to contact me in the event that you have any question concerning the above.

Regards,

FRANK SIMONE, P.A.

By: 
Frank C. Simone, Esq.,
Assistant Town Attorney

cc: Ron Wasson, Town Manager (via email).



**We Fill
While You Chill !**

STOP WASTING TIME AND MONEY AT THE GAS STATION

EzFill takes the hassle out
of filling up your vehicles



THE PROBLEM

Going to the gas station is inconvenient.



Dirty



Dangerous



**Time
Consuming**



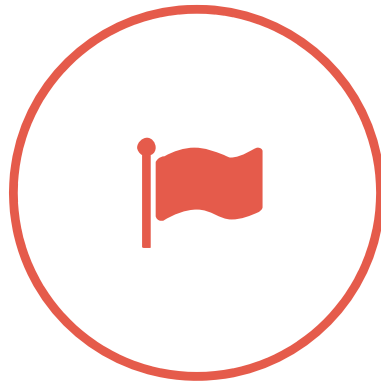
Expensive

THE SOLUTION

A convenient, safe and cost effective way to fill up your vehicle at home, work or play, day or night at a lower cost than the local gas station.



Clean



Safe



Convenient



Economical

COMPLIANCE

- **EXPERIENCED COMMERCIAL DRIVERS**
- **HAZMAT REGISTRATION**
- **DEPT OF TRANSPORTATION APPROVED TANKS**
- **U.S. WEIGHTS & MEASURES CERTIFIED METERS**
- **TRUCK INSPECTION REPORTS BY SHIFT**
- **DAILY OPERATIONAL CONTROL REPORTS**



HOW DOES IT WORK

EzFill is disrupting the traditional gas station model by offering a convenient and safe way to easily fill up your vehicle at a price per gallon that is lower than your local gas station .

Download the App

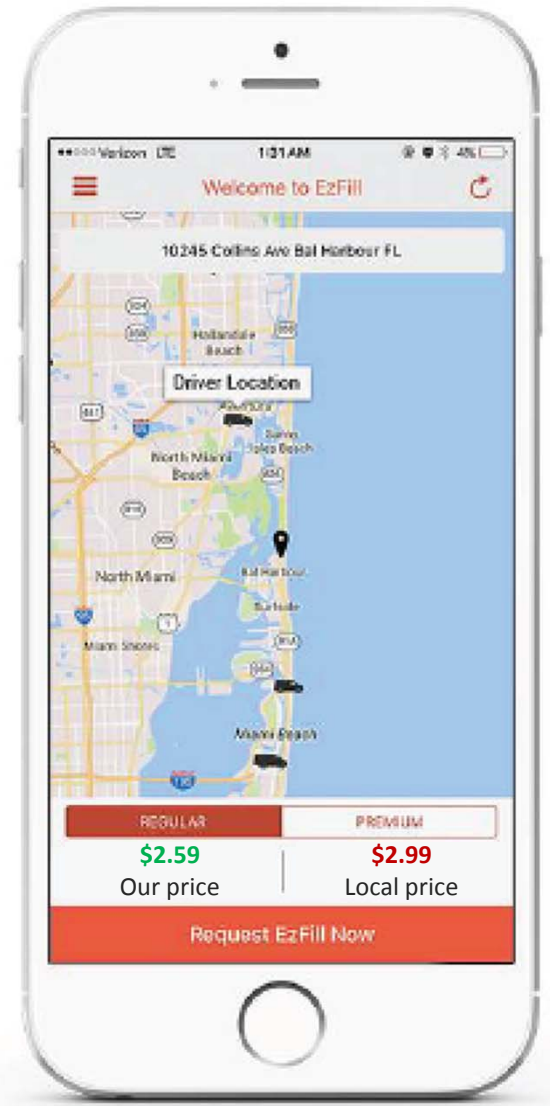
Find our App in the App Store or Google Play

Create an Account

Create an account through the app or via Facebook

Confirm Your Order

Based on the time you request, our technicians will be dispatched to your location



FEATURES

On-Demand

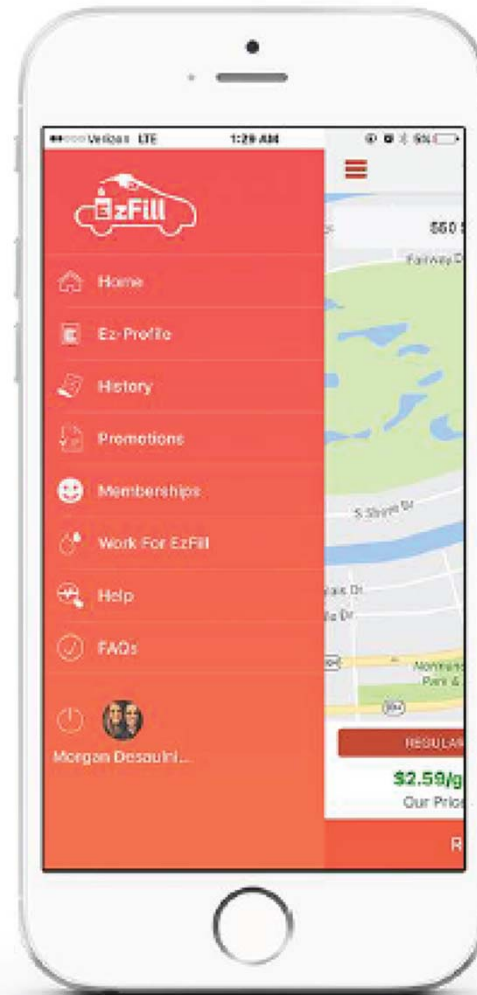
No matter where you are or when you need us, we will be there.

Driver ETA

Want to know how soon one of our trucks will arrive ? You can call or text your driver or contact customer service .

Promotions

Always be first to know what promotions are available! Free windshield wash? Free delivery? We have you covered!



Location-Based GPS

We make it convenient and simple to share your location, making the process simple and quick.

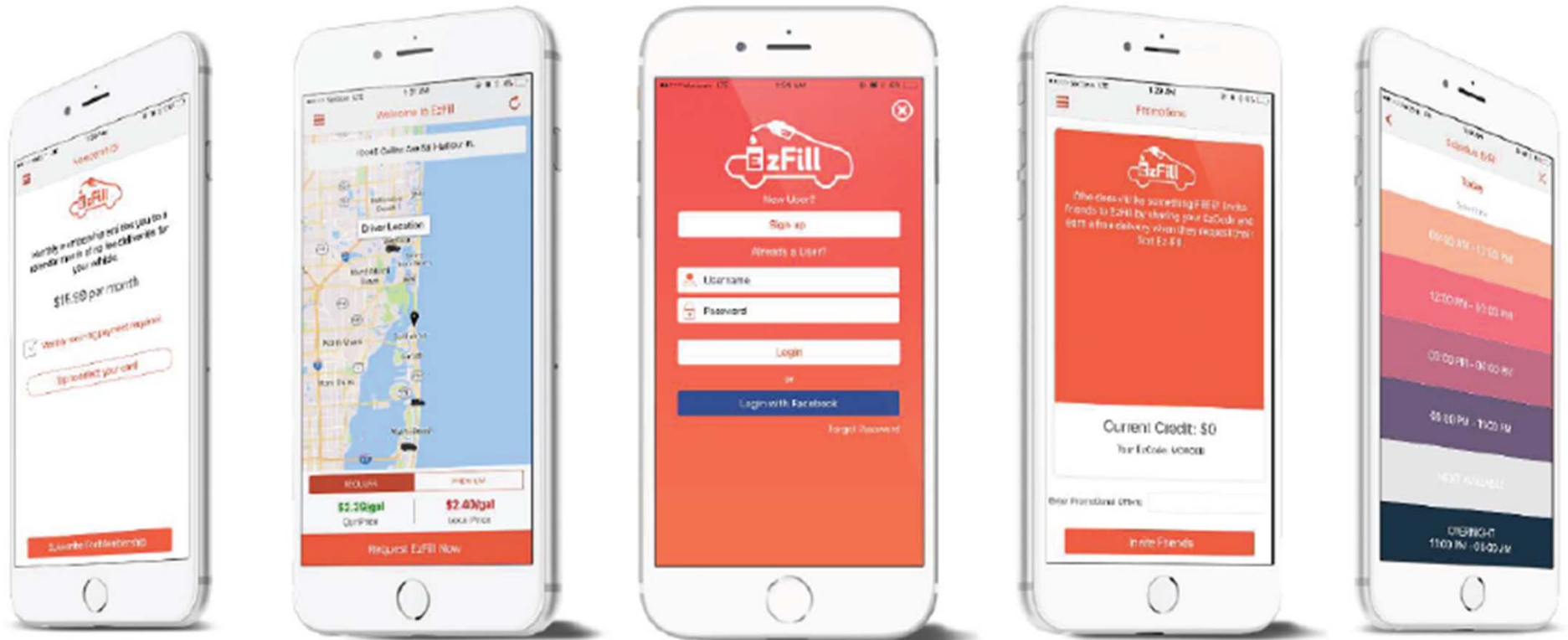
Gas Prices

Never worry about gas prices again! Click on your location and find out our price and compare to local prices.

Monthly Membership

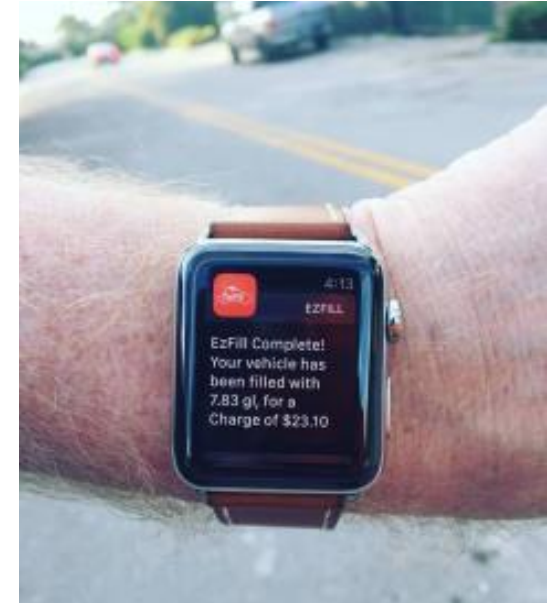
Purchase a monthly membership for unlimited gas deliveries..

THE APP



A seamless and quick process!

EzFill In Action



SUMMARY

CONVENIENCE

QUALITY

LOWER COST PER GALLON THAN LOCAL!

CONTACT US



ADDRESS

333 W 41st
Miami Beach,
FL 33140



E-MAIL

Mgmt@Ezfillapp.com



TELEPHONE

Jonathan:
646.469.5255
Yehuda:
786.553.7578



WEBSITE

www.ezfillapp.com

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 14.

ITEM: Approval of a request for an **extension** to close on a TDR agreement between JCG Bay Harbor, LLC. (Bijou development) and the Town. The Council gave the developer an extension to close on the TDR agreement until May 11th, 2017 and in consideration they have been paying 5% of the Purchase Price each month (\$11,875). Attorney Matthew Amster submitted a request on behalf of the developers for an additional extension of six (6) months to obtain a full building permit and has asked that the same arrangement be continued.

DESCRIPTION:

The Bijou Project is located at 9521-9541 East Bay Harbor Drive and is currently active under a foundation permit. The applicant is asking for another extension to address the comments with the Fire Department. They have been working on obtaining the building permit and responding to comments from the Town and other County Agencies; however, the Fire Department comments are still being addressed. The applicants states that they should be able to resolve the matter shortly, but will need additional time past the deadline for the current extension which expires May 11th, 2017.

Since the last 6 months extension was granted the applicant has been paying \$11,875 per month to comply with the terms of the Closing extension granted by the Council November 2016. They are requesting a similar arrangement for an additional 6 months.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

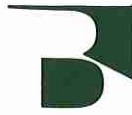
The project originally received approval for the purchase of 18 private TDRs and 5 TDRs from the Town. The 18 private TDRs have been finalized and the applicant already has a Deed for those TDR rights. The 5 TDRs from the Town would yield a revenue for the Town of \$237,500 (which is deposited in escrow with the Town Attorney's office). As of today, the applicant has been paying the monthly amount of \$11,875, for a total non-refundable monthly fees of \$142,500. Also, if the contract were not closed, 25% (\$59,375) of the \$237,500 would be non-refundable. If they were to close today, the actual cost of the TDRs (which was originally \$47,500 ea), is \$76,000 each, that amount will increase if the Council grants the additional extension being requested.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Request letter	L2 Town Manager R. Wasson re Extension of TDR approval for Bijou 9521-9541 SIGNED 4.25.17.pdf
----	-------------------	---



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

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

VIA EMAIL & HAND-DELIVERY

April 25, 2017

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

Re: Extension Request for Public TDR Approval for Bijou (formerly La Boutique)
Project Located at 9521-9541 East Bay Harbor Drive, Bay Harbor Islands

Dear Ron:

This law firm represents JCG Bay Harbor, LLC ("Applicant"), the owner of the two vacant lots located at 9521-9541 East Bay Harbor Drive in the Town of Bay Harbor Islands (collectively the "Property"). The purpose of this letter is to request an extension of time to close on the Agreement for the public Transfer of Development Rights ("Public TDRs") originally approved by the Town Council on May 11, 2015 and extended on May 9, 2016 and November 14, 2016. See Composite Exhibit A - TDR Agreement and Addendums. The current expiration date for closing on the Public TDRs is May 11, 2017. Specifically, the Applicant requests a 6-month extension to close on the TDR Agreement in order to obtain the full building permit and requests to be heard by the Town Council at the May 8, 2017 Meeting.

The Project. On December 3, 2013, through Resolution No. 1187, the Planning and Zoning Board (PZB) approved the Applicant's site plan for a 41-unit multifamily residential project entitled "La Boutique," which has been renamed to "Bijou" ("Project"). See Exhibit B - PZB Resolution. The PZB approved modifications to the project on October 20, 2015 and October 19, 2016.

TDRs. As approved, the Project requires 23 TDRs. The Applicant obtained 18 TDRs through a private transactions from Cambridge Townhouse Condominium approved by the Town Council through Resolution No. 1189 on December 9, 2013. See Composite Exhibit C - Resolution and corresponding Warranty Deeds.

For the remaining TDRs, the Town Council approved the sale of 5 Public TDRs from the Town Bank to the Applicant on May 11, 2015. As required, the Applicant immediately paid 25% of the fee for the Public TDRs - \$59,375 - to the Town as a non-

refundable deposit. The associated Agreement for the Public TDRs required the Applicant to obtain the full building permit in one year; however, the associated Addendum allowed for a 6-month extension subject to payment of 5% of the purchase price (\$11,875) for each month of the extension and placing the remainder of the fee for the TDRs in escrow with the Town. In April 2016, the Applicant placed the remainder of the contract amount - \$178,125 in escrow with the Town Attorney.

On May 9, 2016, and November 14, 2016, the Town Council approved 6-month extensions and through the TDR Agreement and associated Addendums the Applicant has paid 5% of purchase price (\$11,875) each month to the Town for the extension, amounting to \$71,250 for each 6-month extension. To date, the Applicant has made a nonrefundable payment for the TDRs of \$201,875.

Permit Status and Request for Third 6-Month Extension. The Applicant applied for both a foundation permit (BP2016-42 applied for on February 23, 2016) and full building permit, a.k.a. final working drawings (BP2015-207 applied for on May 27, 2015). Filing the full building permit complied with the site plan approval deadline and preserves the site plan approval. The Town issued the foundation permit in the fall of 2016.

Regarding the full building permit, the Applicant has been diligently processing it, which required responding to multiple rounds of comments, both at the Town departments and through County agencies, such as the Division of Environmental Resources Management (DERM) and the Fire Department. At this time, the Applicant has obtained the majority of the necessary approvals. The outstanding comments are with the Fire Department. The Applicant continues to address the issues with the Fire Department and hopes to resolve the issues soon.

Due to the status of the Fire-related issues, the Applicant is not sure whether the Town will issue the building permit by the TDR Agreement deadline of May 11, 2017. Therefore, in an abundance of caution, the Applicant requests more time to obtain the permit and close on the Town TDRs. Based on its diligent efforts and the unknown further time needed to obtain the building permit, the Applicant respectfully requests the continuance of the prior payment arrangement for the extension, specifically payment of 5% of the purchase price (\$11,875) for each month of the extension up to 6 months.

Conclusion. The Applicant is fully committed to developing this quality Project. Bijou (formerly La Boutique) is a well-designed development that is compatible with the surrounding area. The Applicant obtained a mix of private and public TDRs that assists with the upkeep and renovation of existing buildings and provides additional funds to the Town for improvements that will benefit the entire Town. We look forward to your favorable recommendation and the Town Council's approval of this request. Should you

Ronald J. Wasson, Town Manager
April 25, 2017
Page 3

have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6236.

Very truly yours,



Matthew Amster

Attachments

cc: Marlene Siegel, Town Clerk
Craig Sherman, Town Attorney (Email Only)
Frank Simone, Town Attorney (Email Only)
Alejandro M. Arrietta (Email Only)
Alejandro Rodriguez (Email Only)

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 23rd day of March, 2015 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and JCG Bay Harbor, LLC (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

A. Buyer is the owner of that certain real property located in Miami-Dade County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") and seeks to purchase 5 transferable development rights (collectively, the "TDRs") from Seller for and in connection with the development and construction of the Project (defined below) on the Property.

B. Buyer has submitted a Site Development Plan to the Town for the approval of a Project known as La Boutique to be developed on the Property (the "Project").

C. The Site Development Plan was approved by the Town's Planning and Zoning Board by Resolution Number 1187 (the "Resolution").

D. The Resolution contains certain conditions for approval including, but not limited to, the number of TDRs required for the Project and the period of time in which Buyer must obtain the building permit for the Project.

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

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

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

2. Agreement to Sell and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, 5 TDRs.

3. Purchase Price: Deposit.

(a) Subject to the credits set forth in this Agreement, Buyer shall pay Seller \$47,500, per TDR -- for a total purchase price of \$237,500 (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) Buyer shall deliver to Sherman & Sherman, P.A. (the "Escrow Agent"), within three (3) business days after the Effective Date, a "Deposit" in the amount equal to 25% of the Purchase Price to be held in escrow by the Escrow Agent. The Escrow Agent shall hold and disburse the Deposit in and from escrow pursuant to the terms and provisions of this Agreement. Provided this Agreement is not earlier terminated, the Escrow Agent shall hold the Deposit in escrow until Closing, and at Closing: (i) the Escrow Agent shall deliver the Deposit to Seller in good and immediately available United States funds by wire transfer to an account designated by Seller; and (B) Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

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

(a) Seller shall pay all fees, costs, expenses and other charges payable to the consultants, attorneys and other third parties retained by Seller in connection with the transaction contemplated by this Agreement.

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

5. As-Is, Where-Is; No Representations. Buyer acknowledges that it is purchasing the TDRs in their "AS-IS, WHERE-IS" condition. Buyer also acknowledges that, except only for the specific representations, warranties, covenants, statements and agreements expressly made by Seller in this Agreement and in the documents executed and delivered by it at Closing, Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the TDRs.

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

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

(b) Seller has the full right, power, and authority to enter into and perform under this Agreement and to consummate the transaction contemplated herein. Upon approval of this Agreement, by the Town Council, Seller does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this

Agreement or any agreement, document or instrument executed or to be executed in connection herewith; or (ii) perform any of its obligations under this Agreement or any agreement, document or instrument executed or to be executed in connection herewith. The person executing this Agreement on behalf of Seller is duly authorized to execute and bind Seller to this Agreement and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein, and upon such execution and delivery, this Agreement and such other agreements, documents and instruments shall be valid, binding and enforceable against Seller.

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

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

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

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

(b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Buyer of (A) any agreement, document or instrument to which Buyer is a party or by which Buyer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Buyer; or (ii) result in the violation of

any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Buyer.

(c) Buyer understands and agrees that this Agreement shall not become effective until it is ratified and approved by the Town Council, and the Town Council has the sole and exclusive right to approve or deny the approval of this Agreement and the TDRs contemplated in this Agreement in its sole and absolute discretion.

(d) Buyer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

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

8. Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent (each, a "Condition Precedent") to the Parties' obligation to close on the transaction contemplated by this Agreement that as of the "Closing Date" (as hereinafter defined): (i) the Town Council approves the instant Agreement and adopts a resolution approving this Agreement and the transaction contemplated herein (the "TDR Approval"), which TDR Approval shall be held by the Escrow Agent subject to Closing; and (ii) Buyer complies with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

9. Documents to be Delivered at Closing. At Closing: (a) Seller shall execute and deliver to Buyer a Warranty Deed for Transfer of Development Rights (the "Deed"), in recordable form, conveying the TDRs to Buyer in fee simple free and clear of any and all claims, liens, mortgages, security agreements, financing statements and other encumbrances. The Deed shall be approved by the Town Attorney and shall restrict the future use of both the donor and receiving lands; and (b) Seller shall execute and deliver to Buyer a resolution evidencing its authority to execute and deliver the Deed.

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place at the offices of the Escrow Agent commencing at 11:00 AM twenty (20) days after Buyer obtains a building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement, Buyer shall be in Default of this Agreement and the Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

11. Default.

(a) If Buyer defaults on any term, covenant, condition or other provision of this Agreement and the Resolution, then Seller shall have as its sole and exclusive remedy for such default the right to terminate this Agreement by giving a written notice of termination to

Buyer and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer and, upon the giving of such termination notice and the delivery of the Deposit to Seller, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Agreement based on the fact that the exact amount of damages that Seller may incur is incapable of ascertainment. Notwithstanding the foregoing, Buyer shall not be in default under this Agreement unless (i) Seller shall have first provided written notice of the default to Buyer, and (ii) Buyer shall have failed to cure the default within a period of twenty (20) days after receiving notice of such default.

(b) If Seller defaults on any material term, covenant, condition or other provision of this Agreement, then Buyer shall have the following remedies: (i) to terminate this Agreement by giving a written notice of termination to Seller and receive the return of the Deposit, and upon the giving of such termination notice and the delivery of the Deposit to Buyer, this Agreement shall terminate and the Parties shall be released from all terms, provisions, obligations and liabilities of this Agreement, except from those that expressly survive its termination; and/or (ii) to commence an action for specific performance against Seller to compel Seller to perform in accordance with the terms and provisions of this Agreement. Notwithstanding the foregoing, Seller shall not be in default under this Agreement unless (1) Buyer shall have first provided written notice of the default to Seller, and (2) Seller shall have failed to cure the default within a period of sixty (60) days after receiving notice of such default.

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

Notices to Buyer shall be sent to Coastland Construction Attn: Alejandro Rodriguez
arodriguez@coastlandcl.com Phone No. (305) 669-1740, email address srebull@coastlandcl.com ; AArrieta@aadslaw.com
together with a copy to email address: srebull@coastlandcl.com ; AArrieta@aadslaw.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 with a copy to craig@shermanslaw.com

Notices to Escrow Agent shall be sent to Sherman & Sherman, P.A., 2000 Glades Road, Suite 204, Boca Raton, Florida 33431 Attn: Craig B. Sherman, Esq., Phone No. (561) 300-5888, email address craig@shermanslaw.com; together with a copy to the other Party and any person designated by such other Party to receive notice on its behalf.

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

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

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

15. Miscellaneous.

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

action, litigation or other proceeding. This Section shall survive Closing or any earlier termination of this Agreement.

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

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

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

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

(f) Buyer may not assign this Agreement without prior written approval from Seller, which approval shall be in Seller's sole and absolute discretion. This Section shall survive Closing.

(g) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this

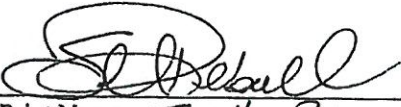
Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the terms or provisions set forth therein.

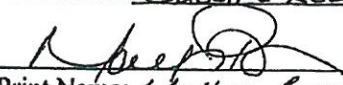
(i) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic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

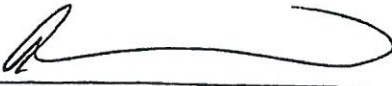
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

Signed, sealed and delivered
in the present of:

BUYER:


Print Name: Surette Rebull


Print Name: Leah Rose

By: 

Sign Name

Alejandro Rodriguez
Print Name (auth rep)

SELLER:

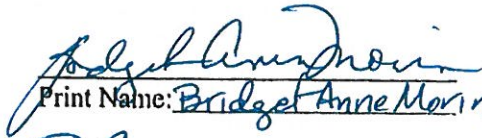
TOWN OF BAY HARBOR ISLANDS

By: 

Name: Roberto J. Wesson

Title: Town Manager

Date: 5/18/15


Print Name: Bridget Anne Morin

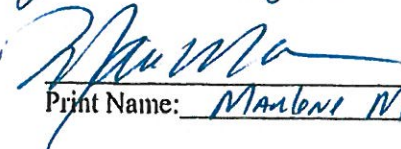

Print Name: Marlene Marante

EXHIBIT "A"

The Legal Description of the Property

LOTS 3-4 BLOCK 1 FOLIO #'S: 1322270010020,1322270010030

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS

THIS ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Addendum") is made and entered into as of the _____ day of May, 2015 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and JCG Bay Harbor, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Seller agreed to sell Five (5) TDRs to Buyer, and Buyer agreed to purchase five (5) TDRs from Seller, upon the terms and conditions set forth in that certain Agreement for Purchase of and Sale of Transferable Development Rights dated March 23, 2015 (hereinafter the "Agreement")

WHEREAS, Seller and Buyer wish to amend the Agreement as to the Closing provision in order to provide a Closing Date Extension option and a Closing that properly reflects the logistics for Closing and the issuance of a vertical construction permit.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

A. Section 10 of the Agreement (entitled "Closing") shall be deleted in its entirety and replaced with the following language:

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur more than one (1) year from the Effective Date of this Agreement, unless Buyer receives a six (6) month Closing Date extension from the Town (the "Closing Date Extension"). In order to receive a Closing Date Extension from the Town, Buyer shall execute an Addendum (in the form approved by the Town Attorney) to this Agreement prior to one (1) year from the Effective Date of this Agreement wherein the Buyer agrees upon execution of the Addendum to: a) pay the Town 5% of the Purchase Price each month until the Closing as a Closing Date Extension Fee; and b) pay the balance of the Purchase Price into escrow. In the event that Buyer does not Close on this Agreement within one (1) year from the Effective Date of this Agreement or before the expiration of the Closing Date Extension (if applicable), Buyer shall be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

Buyer



Seller

B. All other language of the Agreement shall remain in full force and effect.

To the extent that there is any conflict between the Agreement and this Addendum, this Addendum shall control.

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:

BUYER:

JCG BAY HARBOR, LLC

Print Name: _____

Print Name: _____

By: 

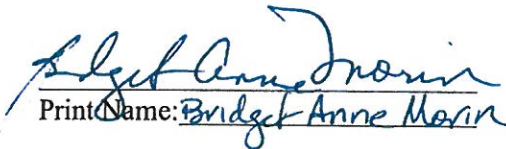
Sign Name

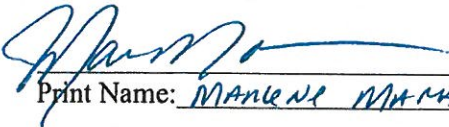
Print Name

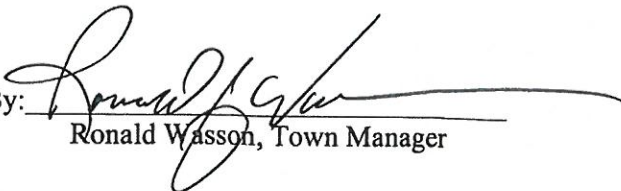
Print Title

SELLER:

TOWN OF BAY HARBOR ISLANDS


Print Name: Bridget Anne Morin


Print Name: MANENE MAMANTE

By: 

Ronald Wasson, Town Manager

Buyer



Seller

SECOND ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF
TRANSFERABLE DEVELOPMENT RIGHTS

THIS SECOND ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (the "Second Addendum") is made and entered into as of the _____ day of January 2017 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town" or "Seller") and JCG Bay Harbor, LLC, (the "Buyer"). Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Seller agreed to sell Five (5) TDRs to Buyer, and Buyer agreed to purchase five (5) TDRs from Seller, upon the terms and conditions set forth in that certain Agreement for Purchase of and Sale of Transferable Development Rights dated March 23, 2015 (hereinafter the "Agreement");

WHEREAS, on or about March 11, 2016, Seller and Buyer executed an Addendum to the Agreement in order to, among other things, extend the Closing Date;

WHEREAS, Seller and Buyer wish to amend the Agreement, among other things, as to the Closing provision in order to provide a Closing Date Extension.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

A. Section 10 of the Agreement (entitled "Closing") shall be deleted in its entirety and replaced with the following language:

10. Closing. The "Closing" subject to the terms and provisions of this Agreement, shall take place within ten (10) business days of the date of written notice from the Town to the Buyer that the Town is able to issue the building permit for vertical construction of the Project (the "Closing Date"). However, notwithstanding anything set forth above or below, in no event shall the Closing Date occur later than May 11, 2017. In the event that Buyer does not close on this Agreement on or before May 11, 2017, Buyer shall be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

B. Section 10.1 shall be added to the Agreement as follows:

10.1. Closing Extension Payment. As consideration for the extension of the Closing Date until May 11, 2017, Buyer shall pay the Town 5% of the Purchase Price for each month of the extension period, beginning with the Month of November 2016 and each month thereafter until the Closing, as a Closing Date Extension Fee. Upon execution of this Second Addendum, Buyer shall pay the Town the payments required for November and December 2016 and January

JCG

Buyer

RW

Seller

2017. Buyer's failure to make the required payments shall cause Buyer to be in Default of this Agreement and Seller shall retain the Deposit and all TDRs contemplated for sale by this Agreement.

C. Section 10.2 shall be added the Agreement as follows:

10.2 Reduction of TDRs. In the event that the Project is reduced in density to the extent that the Project does not require all five (5) TDRs from the Town, the Town shall sell Buyer only the amount of TDRs (up to five (5)) that are necessary for Buyer to construct its Project. Buyer may not transfer any TDRs that are the subject of this Agreement or that are already deeded to the Project site as of the Effective Date to any third party.

All other language of the Agreement shall remain in full force and effect. To the extent that there is any conflict between the Agreement, the Addendum, and this Second Addendum, this Second Addendum shall control.

[Remainder of Page is Intentionally Left Blank. Signature Page follows].

JCG

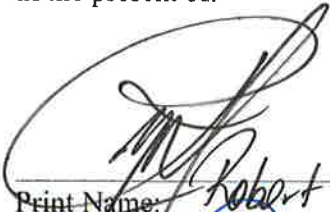
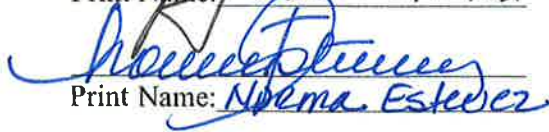
Buyer

BW

Seller

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: Robert Morales

Print Name: Norma Estévez

BUYER:

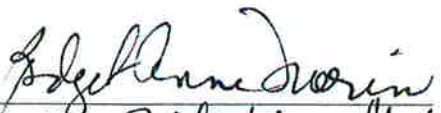
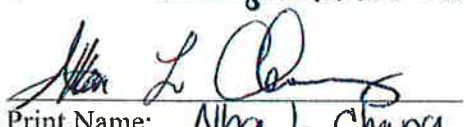
JCG BAY HARBOR, LLC

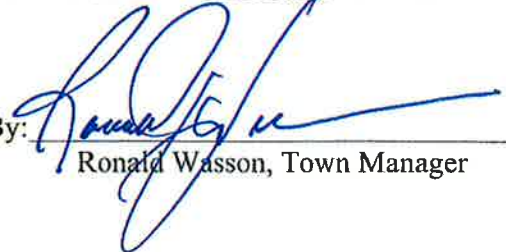
By: 
Sign Name
Juan Carlos Gonzalez
Print Name

Print Title

SELLER:

TOWN OF BAY HARBOR ISLANDS


Print Name: Bridget Anne Morin

Print Name: Alva L. Chang

By: 
Ronald Wasson, Town Manager

JCG
Buyer

RW
Seller

RESOLUTION NO. 1187**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE LA BOUTIQUE PROJECT.**

WHEREAS, on October 14, 2013, BH SOUTH ISLAND, LLC (hereinafter the "Applicant"), filed an initial application for Site Plan approval. On November 19, 2013, Applicant submitted a revised site plan for a 41-unit condominium building, consisting of two (2) stories of parking and seven (7) stories of habitable units ("Site Plan") located thereupon located at 9521-41 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 3 and 4 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

(hereinafter the "La Boutique Project"); and

WHEREAS, a site plan for new construction requires approval by the Planning and Zoning Board pursuant to Section 5-23.1(a) and 23-11(B1)(6) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on December 3, 2013, the Town's Planning and Zoning Board approved the Site Plan for the La Boutique Project, pursuant to Sections 5-23.1(a) and 23-11(B1)(6) 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 for the La Boutique Project is consistent with the criteria set forth in Section of 5-23.1 and 23-11(B1)(6) of the Code and approves the Site Plan titled La Boutique dated November 19, 2013, subject to the below conditions for approval.
3. **Effective Date**. This Resolution shall take effect upon the date of its adoption (the "Effective Date").
4. **Conditions of Approval**.
 - A. This approval is based on the Site Plan dated November 19, 2013. Any modifications thereto shall require separate approvals from either staff or the Planning and Zoning Board, as specified in the Code.
 - B. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the La

Boutique Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the La Boutique Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.

- C. The La Boutique Project is required to obtain 23 TDR dwelling units prior to the issuance of a building permit, and the TDRs must be approved by the Town Council. If the number of required TDR's are not approved by the Town Council, the instant development approval shall be deemed null and void and the project shall be redesigned.
- D. When the Miami-Dade Fire Department formally reviews this 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.
- E. Applicant shall submit final working plans within 180 days after the Effective date of this Resolution, unless extended by the Town Manager, or his designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the site plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- F. The existing overhead power lines adjoining the site shall be relocated underground during the redevelopment of the site at the sole expense of the Applicant.
- G. The project density (41 DU) and the number of required TDR units (23) is predicated on the Town executing quit claim deed(s) to the Applicant deeding the previously dedicated 11 feet of right-of-way(s) and Applicant granting the Town an easement as to said property deeded to Applicant via an easement agreement. In the event that said quitclaim deed(s) and easement agreement are not executed and recorded, Applicant shall be required to obtain two (2) additional TDR's, for a total of twenty-five (25) TDR's.
- H. A Unity of Title is required to be recorded to legally combine the two lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- I. Applicant shall plant additional trees in the side yard areas. Applicant shall also replace the two sod areas in the front yard between the one way driveway and the guest parking spaces with landscaping beds that include shrubs/trees to effectively separate the driveway from the parking spaces.
- J. Applicant shall revise the vertical aluminum dividers to horizontal aluminum dividers in the green screen located in the rear of the Project (that screens the parking garage) and retain the water feature (as set forth on Page A-402 of the Site Plan).

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 3rd day of December, 2013.

PLANNING AND ZONING BOARD
TOWN OF BAY HARBOR ISLANDS

By: _____

Chair Person

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



RESOLUTION NO. 1189

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TRANSFER OF DEVELOPMENT RIGHTS TO BH SOUTH ISLAND, LLC FOR ITS PROPERTY LOCATED AT 9521-9541 EAST BAY HARBOR DRIVE BAY HARBOR, FLORIDA (RECEIVING SITE) FROM CAMBRIDGE TOWNHOUSE CONDOMINIUM ASSOCIATION, INC. FOR ITS THE PROPERTY LOCATED AT 1141 99TH STEET BAY HARBOR ISLANDS, FLORIDA (DONOR SITE), REQUIRING THE MEMORIALIZATION OF THE TRANSFER OF TRANSFER OF DEVELOPMENT RIGHTS VIA A RECORDED WARRANTY DEED, AND AUTHORIZING THE TOWN MANAGER TO MAKE THE APPROPRIATE NOTATIONS IN THE PUBLIC RECORDS AS TO THE DONOR SITE AND RECEIVING SITE.

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

WHEREAS, an Application for Transfer of Development Rights ("TDRs") was filed by BH South Island, LLC ("Applicant") for its property located at 9521-9541 East Bay Harbor Drive, Bay Harbor, Florida ("Receiving Site") from Cambridge Townhouse Condominium Association, Inc. ("Donor") for its property located at 1141 99th Street, Bay Harbor Islands, Florida ("Donor Site"); and

WHEREAS, the Town has conducted a public meeting in accordance with law on December 9, 2013, and a total of eighteen (18) dwelling units has been permitted to be transferred from the Donor Site to the Receiving Site; and

WHEREAS, on November 6, 2013, the Applicant received authorization from the Planning and Zoning Board to develop a forty one (41) unit condominium building on lots 3 and 4, block 1, plat book 46, page 5, located at 9521-9541 East Bay Harbor Drive, Bay Harbor, Florida, ("La Boutique Project") pending approval of the Transfer of Development Rights of twenty four (24) TDR units.

NOW THEREFORE, be it resolved that:

1. The Application for a transfer of eighteen (18) dwelling units from the Donor Site to the Receiving Site for the La Boutique Project is hereby authorized and approved.
2. The Town Council hereby authorizes the Town Manager and the Town Planner to make the appropriate notations in the Public Record memorializing the Transfer of Development Rights from the Donor Site to the Receiving Site.

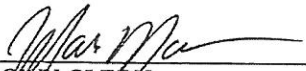
3. The Applicant and Donor shall record a warranty deed in the Miami-Dade public records memorializing the transfer of eighteen (18) dwelling units from the Donor Site to the Receiving Site.
4. This Resolution shall become effective immediately upon its adoption.

PASSED this 9th day of December, 2013.

TOWN OF BAY HARBOR ISLANDS

BY: 
MAYOR

ATTEST:


TOWN CLERK

This Instrument Prepared by:
Louis A. Supraski, Esq.
Law Offices of Louis A. Supraski, P.A.
2450 NE Miami Gardens Drive, 2d Floor
Miami, Florida 33180

Return to:
Law Offices of Louis A. Supraski, P.A.
2450 NE Miami Gardens Drive, 2d Floor
Miami, Florida 33180

Folio No.

**QUIT CLAIM DEED
FOR TRANSFER OF DEVELOPMENT RIGHTS
AND RESTRICTIVE COVENANT**

THIS QUIT CLAIM DEED, executed this 27th day of March, 2014, by JONATHAN GLYNN, DANIEL COURTNEY AND JESSICA COURTNEY AS HUSBAND AND WIFE, STEPHANIE MAGNAT AND MAGALIE MAGNAT AS HUSBAND AND WIFE, SPENCER C. GOLDSTEIN, JUDITH K. BROAD, VICENTE M. SOLIS AND MARIA F. SOLIS AS HUSBAND AND WIFE, JACK MINSKI, and MAURICE ROTBART AND DEBRA J. WILENSKI, AND CAMBRIDGE TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., A FLORIDA NON PROFIT CORPORATION (collectively, the "Grantor"), whose address is 1141 99 St., Bay harbor islands, Florida, 33154, in favor of BH SOUTH ISLAND, LLC, a Florida limited liability company, (hereinafter "Grantee") whose address is 18851 N.E. 29 Ave., Aventura, Florida, 33180.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby assign, grant, bargain and convey a total of Eighteen (18) Transferable Development Rights (TDRs) to Grantee, "AS IS" :WHERE IS" and "WITH ALL FAULTS" without any express or implied representations or warranties whatsoever being made by Grantor and without any recourse of any type against Grantor. Grantor hereby further expressly disclaims any express or implied representations or warranties of any type whatsoever with respect to the TDR Units, including any with respect to the quality, legal status, value, utility or potential of the TDR Units, or any other matter or thing affecting or relating to the TDR Units or this conveyance (including warranties of merchantability and/or a/fitness for a particular purpose) and Grantee hereby acknowledges that Grantor has not made, and Grantee has not relied upon, any such representation or warranties.

This transfer and conveyance of TDRs is made pursuant to the Town of Bay Harbor Islands Planning and Zoning Code ("Town Code"), Section 23-22.2. Pursuant thereto, the Donor Parcel is known as Cambridge Townhouses Condominium, located at 1141 91 St., Bay Harbor Islands, Florida.

The TDRs transferred and conveyed to the Grantee by this instrument are and shall be appurtenant to the land (the Receiving Parcel) now owned by Grantee which is more particularly described on the attached Exhibit "A".

Deed Restriction: The use of the Donor site and the Receiving Parcel is hereby restricted to uses permitted by the Town Code, as it may be amended from time to time.

This transfer and conveyance of TDRs shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

This instrument may be executed in counterparts with the respective original signature pages assembled into one document to be recorded among the public records of Miami-Dade County, Florida.

**NOTE: SIGNATURES APPEAR ON THE FOLLOWING PAGES 3-12
 INCLUSIVE**

EXHIBIT A

LEGAL DESCRIPTION

Lots 3 and 4, Less the West 11 feet thereof, in Block 1, 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

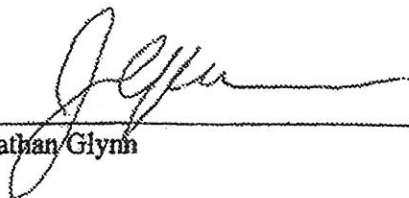
IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:



 Witness - Signature
RICHARD SIERRA

 Witness - Print Name



 Jonathan Glynn



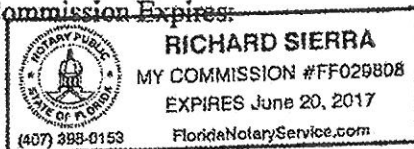
 Witness - Signature
Patrick ANTONICKOWSKI

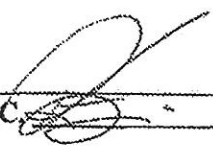
 Witness - Print Name

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2014, by Jonathan Glynn, who [☒] is personally known to me or who has produced _____ as identification.

My Commission Expires:



NOTARY PUBLIC, 

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness - Signature

Sam Zolov
Witness - Print Name

[Signature]
Daniel Courtney

[Signature]
Jessica Courtney

[Signature]
Witness - Signature

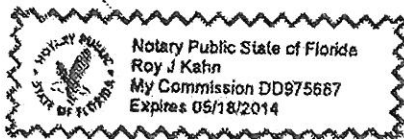
Roy J. Kahn
Witness - Print Name

STATE OF Florida
COUNTY OF miami-Dade

The foregoing instrument was acknowledged before me this 31ST day of MARCH, 2014, by Daniel Courtney and Jessica Courtney who [X] are personally known to me ☐ who have produced _____ as identification.

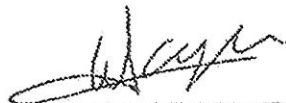
My Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida

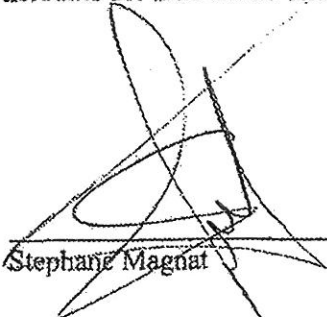


IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness - Signature

CHRISTOPHE GIL
Witness - Print Name


Stephanie Magnat


Magalie Magnat

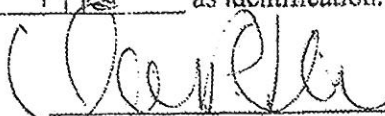

Witness - Signature

Carlos Tonelli
Witness - Print Name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Stephanie Magnat and Magalie Magnat who [☒] are personally known to me or who have produced no as identification.

My Commission Expires:


NOTARY PUBLIC, State of _____



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness - Signature

Spencer C. Goldstein

Witness - Print Name

Witness - Signature

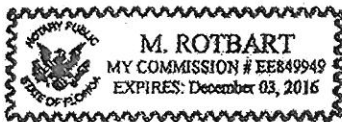
Witness - Print Name

STATE OF Florida
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Spencer C. Goldstein, who [X] is personally known to me or who has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of FLA.



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Kenneth Packar
Witness - Signature

KENNETH PACKAR
Witness - Print Name

[Signature]
Witness - Signature

EVA MONTERO
Witness - Print Name

Judith K. Broad
Judith K. Broad

STATE OF Florida
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 28 day of March, 2014, by Judith K. Broad, who [] is personally known to me or who has produced _____ as identification.

My Commission Expires:



Sharlane K. Packar
NOTARY PUBLIC, State of FLORIDA

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Maurice Rotbart

Witness - Signature

Maurice Rotbart

Witness - Print Name

Debra Rotbart

Witness - Signature

Debra Rotbart

Witness - Print Name

Vicente M. Solis

Vicente M. Solis

Maria F. Solis

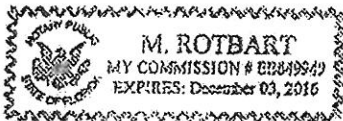
Maria F. Solis

STATE OF FLA.
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3RD day of April, 2014, by Vicente M. Solis and Maria F. Solis, who [☒] are personally known to me or who have produced _____ as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of FLA.

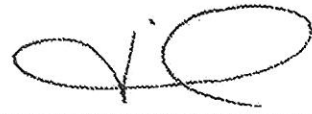


IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness - Signature
Luis E Gonzalez



Jack Minski

Witness - Print Name



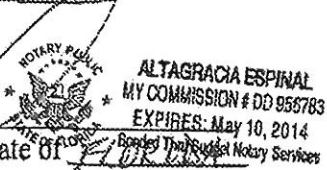
Witness - Signature
SHELIA ELLIOTT

Witness - Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2014, by Jack Minski, who [] is personally known to me or who has produced _____ as identification.

My Commission Expires: May 10, 2014 NOTARY PUBLIC, State of FLORIDA



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness – Signature

LOUIS A. SUPRASKI

Witness – Print Name

[Signature]

Witness – Signature

MICHAEL TRUJILLO

Witness – Print Name

[Signature]
Maurice Rotbart

[Signature]
Debra J. Wilensky

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2014, by Maurice Rotbart and Debra J. Wilensky who [] are personally known to me or who have produced FL. D. LIC. as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of _____



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

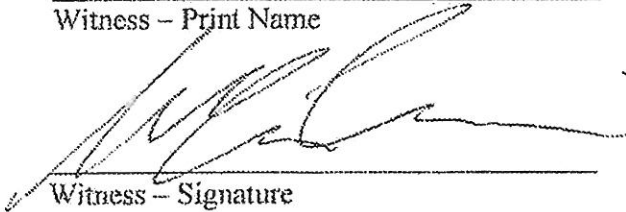
Signed, sealed and delivered in the presence of:



Witness – Signature

LOUIS A. SUPRASKI

Witness – Print Name

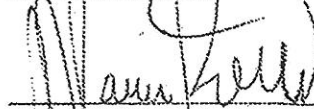


Witness – Signature

Michael Trojillo

Witness – Print Name

Cambridge Townhouses Condominium
Association, Inc.



Maurice Rotbart
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2014, by Maurice Rotbart, as President for and on behalf Cambridge Townhouses Condominium Association, Inc., who [] is personally known to me or who has produced FL. D. LIC as identification.



My Commission Expires:

NOTARY PUBLIC, State of Florida



AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 15.

ITEM: Consideration and Approval of award of contract BHI-179 to Stone Concept Miami Inc. for repairs to the valley gutters on 95th Street, at the vehicular accesses for the Fire Department, in the amount of \$13,610. Enclosed find the cost estimate from Stone Concept Miami.

DESCRIPTION:

The Contract to repair the valley gutter on 95th Street at the vehicular accesses for the Fire Department, was publicly advertised on March 20th 2017. The bid was advertised in the Daily Business Review as well as on the Town's website.

Bids were due on April 19th 2017 and one bid only was received. The bid in the amount of \$11,110.00 was submitted by Stone Concept Miami Inc. Stone Concept Miami Inc., included a cashiers check in the amount of \$555.50 in their bid, which represents 5% of the bid amount to serve as their bid bond. Copies of the bid, cashiers check, bid sign in sheet and bid closing record, are attached.

Stone Concept Miami Inc. was previously awarded Contract # BHI 173 to Repair Valley Gutters and F Curbs at 94th and 95th Street on the West Island. The work performed in that contract was of excellent quality.

Staff is requesting that a contingency amount of \$2,500.00 be added to the bid amount, for a grand total of \$13,610.00.

This is a budgeted item and \$25,000 is available for these repairs.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure was budgeted in the 2016-17 Fiscal year in the amount of \$25,000.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	Backl Up Documents	Stone Concept Bid.pdf
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BID CLOSING

Wednesday APRIL 19, 2017 @ 2:00 PM

Town of Bay Harbor Islands

BHI-179 VALLEY GUTTER & RAMP REPAIRS FOR THE FIRE DEPARTMENT

1.		Bond	Bid Amount \$
Company Name	STONE CONCEPT MIAMI INC.	Yes	\$11,110.00
Contractor Name	1239 ROBIN AVE		
Address/ Phone #	MIAMI SPRINGS, FL 33166		
	786-337-3425		



RESIDENTAL & COMMERCIAL

STONE CONCEPT MIAMI INC
1239 ROBIN AVE
MIAMI SPRINGS FL. 33166

Proposal

To: **Randy L. Daniel**
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

04/06/2017

Description: remove and dispose 40' of cutter curb running across front access of fire station. In addition Contractor will replace 2 sidewalk slabs across front walkway of fire station. Contractor will utilize 5,000 psi concrete with 3 #5 rebar.

Item	Description			Price
1	Remove and Replace Curb			
	Labor and Material			\$9,660.87
	Subtotal			\$9,660.87
	P&O @ 15%			\$1,449.13
	Total Price			\$11,110.00

Total cost for this Proposal is **\$11,110.00**

Best Regards,

Ali Sarrafi
Vice President

28211107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

1175618196

25-3

440

Date 04/19/2017

Void after 7 years

Remitter: MAHLA KAF AEI

Pay To The **TOWN OF BAY HARBOR ISLANDS**
Order Of:

Pay: FIVE HUNDRED FIFTY FIVE DOLLARS AND 50 CENTS

\$** 555.50 **

Do not write outside this box

Memo: BHT-179 5% Bid bond

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

[Signature]

Managing Director
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈ 1175618196⑈ ⑆041000037⑆ 758661326⑈

Town of Bay Harbor Islands MEETING

Wednesday April 19, 2017 @ 2:00PM

Valley Gutter and Ramp Repairs for the Fire Department

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Stone Concept Miami	1239 Robin ave	786-337-3425	ali@scmiami.com
Yusnielky's Ruiz BTHI	Town hall Annex		
ALBA CHANG	TOWN Hall		

AGENDA ITEM REPORT

May 8, 2017

ITEM NUMBER: 16.

ITEM: Discussion and Approval of Request for Proposal for landscaping and Irrigation maintenance for town properties and rights-of-way. Enclosed find a copy of the Invitation to Bid Package.

DESCRIPTION:

The Town is currently under contracted with Brightview, LLC previously knows as Brickman until June 30, 2017. The reference Invitation to Bid package would allow for the Town to contract for a period of three (3) years with the option to extend for one (1) additional year.

Attach find a copy of the Invitation to Bid package which includes the scope of work, and reference areas to be service.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	Invitation to Bid- Landscaping	RFP- Landscaping - irrigation.pdf
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TOWN OF BAY HARBOR ISLANDS

INVITATION FOR BID

Landscape and Irrigation Maintenance

BID # BHI-183



ISSUE DATE:
May 18th , 2017

MANDATORY PRE-BID CONFERENCE:
10:00 AM June 7th, 2017

SUBMITTAL DATE:
2:00 PM July 13th, 2017

TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
Bay Harbor Islands, Florida 33154

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**BAY HARBOR ISLANDS PRE-QUALIFIED INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE
BID #BHI-183**

Bay Harbor Islands is seeking a qualified contractor to provide landscape and Irrigation maintenance services for the Town. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands, FL 33154 until 2:00PM (EST), on July 13th , 2017.

The Work involved with the Project shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, tree trimming, raking, sweeping, weeding, weed-eating irrigation system repair, and seasonal color replacement.

A **Mandatory** Pre-Bid Conference will be held on June 7th, 2017 at 10:00 AM at the Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

The Invitation for Bids will be received and opened at:

**Office of the Town Manager
Bay Harbor Islands Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154**

Submittals must be received at the above address no later than 2:00PM (EST), on July 13th, 2017 and clearly marked on the outside of envelope "LANDSCAPE AND IRRIGATION MAINTENANCE: BID #BHI-183." Late submittals will not be accepted and shall be returned unopened.

Interested firms should obtain the Invitation for Bids (IFB) package from Town of Bay Harbor Islands, on or after May 18th, 2017. The IFB package contains information about the Statement of Work, Bid submission requirements and selection procedure resulting from this IFB. Any or all questions shall be directed to Doug Armstrong, Asst. Public Works Director, darmstrong@bayharborislands-fl.gov

The Town of Bay Harbor Islands reserves the right to request clarification of information submitted and to request additional information. The Town also reserves the right to reject any and all proposals with or without cause and to waive any or all irregularities with regards to the specifications.

Ron Wasson
Town Manager

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Town desires to contract with a qualified company to provide landscape maintenance services. The work involved shall include, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this bid, shall include litter, trash and debris removal, mowing, edging, hedge trimming, landscape bed maintenance, selective tree trimming, raking, sweeping, weeding, weed-eating, insect control, fertilization, irrigation system maintenance, monitoring and repair, and seasonal color replacement.

B. PROPOSAL DUE DATES:

Complete Bids are due on **July 13th, 2017 at 2:00 PM (EST)**. All bids must be received in the Office of the Town Clerk by the date and time indicated, with opening immediately following at the Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor, FL 33154.

A **Mandatory Pre-Bid Conference** will be held on **June 7th, 2017 at 10:00 AM (EST)** at the Bay Harbor Islands Town Hall, 9665 Bay Harbor Terrace, Bay Harbor, FL 33154.

Bids should be addressed or delivered to:

**IFB #BHI-155
Landscape and Irrigation Maintenance
Office of the Town Manager
Bay Harbor Town Hall
9665 Bay Harbor Terrace
Bay Harbor, Florida 33154**

- C. After the pre-qualified mandatory pre-bid conference, request for additional information or clarifications must be made in writing, or through e-mail, to:

Doug Armstrong
Asst. Public Works Director
9665 Bay Harbor Terrace
Bay Harbour Islands, FL 33154
darmstrong@bayharbourislands-fl.gov

- D. In order to facilitate review of the bids each proposer **must submit one (1) original unbound plus four (4) additional copies** of the IFB response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE STATED DATE AND TIME OF: JULY 13th, 2017 AT 2:00 PM IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL,

OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address during the Town’s regular business hours, Mondays through Fridays, excluding holidays observed by the Town, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bids must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Bid by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

D. ACRONYMS/DEFINITIONS

For the purposes of this Invitation for Bids (IFB), the following acronyms/definitions will be used:

<i>Town/Owner</i>	Bay Harbor Islands or designated representative when appropriate
<i>Contractor</i>	The organization(s)/individual(s) that is awarded and has an approved contract with the Town for the services identified in this IFB.
<i>Council</i>	The term Council as used throughout this document will mean the Town Council of Bay Harbor Islands, Florida.
<i>Competitive Solicitation</i>	Means an invitation to bid, a request for proposal, or an invitation to negotiate.
<i>Contract</i>	Shall refer to the Contract that may result from this Request for Proposals.
<i>Due Date and Time</i>	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
<i>Evaluation Committee</i>	An independent committee comprised solely of Town staff and consultants of the Town established to review proposals submitted in response to the IFB score the proposals, and recommend a Proponent(s).
<i>FSS</i>	Florida State Statutes

<i>IFB</i>	Invitation for Bids
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Offeror</i>	Shall refer to any offer(s) submitting an Offer in response to this Invitation for Bids
<i>Proponent</i>	Organization/individual submitting a bid/proposal in response to this IFB.
<i>Proposer</i>	Shall refer to anyone submitting a bid in response to the Invitation for Bids.
<i>Provider or Successful Proposer</i>	Shall refer to the Proposer receiving an award as result of this Invitation for Bids (“IFB”)
<i>Responsible Vendor</i>	A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
<i>Responsive Bid/proposal</i>	A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicate something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the Town may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.
<i>Sub-Contractor & Sub-Consultant</i>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the Town, whether directly or indirectly, on behalf of the Successful Offeror.
<i>Work, Services, Project & Engagement</i>	Shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Work, and the terms and Conditions of this submittal.

SECTION 1

INSTRUCTION TO BIDDERS

TOWN OF BAY HARBOR ISLANDS INVITATION FOR BIDS LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

SEC.1.1: SERVICES REQUESTED:

Town of Bay Harbor Islands is accepting sealed bids for the Landscape and Irrigation Maintenance services within the Town. A more complete scope of services is included as Section 4 under the Technical Conditions of this bid.

SEC.1.2: AGREEMENT PERIOD:

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for one (1) additional two-year period at the same terms, conditions and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days prior to contract expiration.

SEC.1.3: NECESSARY LICENSING:

As more fully discussed in this DOCUMENT, the contractor must have all necessary licenses. Contractor shall be required to furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide their services as required by Florida State Statutes. These documents shall be furnished to the Town along with the Bid Response.

SEC.1.4: EVALUATION OF BIDS:

Bids will be evaluated based upon the criteria contained in Section 2 of 2.16 through 2.19 of the General Conditions and Section 3.9 of the Special Conditions.

SEC.1.5: MINIMUM QUALIFICATIONS:

All bidders must have a minimum of five (5) years governmental experience providing similar services to those described in this document.

SEC.1.6: INSTRUCTIONS TO SUBMIT BIDS:

Bids will be accepted, until 2:00 PM, July 13th, 2017, by the Town of Bay Harbor Islands to select a company to provide landscape and irrigation maintenance services as required by the Village.

Bids must be submitted in sealed envelopes and clearly identified as "BIDS FOR LANDSCAPE AND IRRIGATION MAINTENANCE: BID #BHI-155."

In order to facilitate review of the bids, each bidder must submit one (1) original unbound plus four (4) bound copies for a total of five (5) complete sets of all bid forms inside a sealed envelope.

Bids shall be submitted to the Office of the Town Clerk, Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

Questions concerning this bid should be directed to:

Doug Armstrong
Asst. Public Works Director
9665 Bay Harbor Terrace
Bay Harbour Islands, FL 33154
darmstrong@bayharbourislands-fl.gov

The Town will hold a **mandatory** pre-bid conference with all companies on June 7th, 2017 at 10:00 AM in the Conference Room at Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. At the meeting, an attempt will be made to answer questions regarding that bid. **All questions regarding this Invitation for Bids are due on or before 5:00 PM on June 7th, 2017.** No pleas of ignorance by the bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the Town of Bay Harbor Islands or the compensation of the vendor.

SEC.1.7: BID REQUIREMENTS:

Bids must include but need not be limited to five (5) complete sets of the complete Bid Form including Attachments as follows:

- Bid Form
- Respondent's Certification
- No Bid or Proposal Response
- Schedule of Values
- Bidder's Qualifications Form
- Agency References
- Other References
- Vehicle & Equipment List
- Bid Exception Form
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
- Business Entity Affidavit
- Drug-Free Workplace Affidavit
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- W-9 Request for Identification Number and Certification

The Town provided bid forms must be completed, signed, notarized and certified as to

authorization. Forms attachments must be completed using the Town provided forms. For the Indemnification Clause Form, the Town provided form must be signed and notarized. In addition, the bid packet shall include one copy of the entire bid document with the bidder's company and initials on each page. Also, one original of the bid bond or cashier's check must be included in the sealed envelope.

SEC.1.8: TIMETABLE FOR REVIEW AND SELECTION:

The written bids will be evaluated by a review committee consisting of employees from the Town and the Town Landscape Architect. Based upon this evaluation, the Committee may select one or more companies for further evaluation. A complete background investigation may also be conducted for each proposing company. The Committee and/or Town Manager may recommend an agreement with the top ranked company to the Town Council.

END OF SECTION ONE

SECTION 2

TOWN OF BAY HARBOR ISLANDS INVITATION FOR BIDS FOR LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

GENERAL CONDITIONS

2.1: PURPOSE OF BID:

Bay Harbor Islands intends to secure a source of supply(s) of the service needed at the most responsive and responsible price. The Town reserves the right to award the bid considered to best serve the Town's interests.

- 2.1.1 Any questions concerning the bid specifications or any required need for clarification should be made by 5:00 PM (EST) on June 7th, 2017. No plea of ignorance or delay or required need of additional information shall exempt a bidder from submitting his bid on the required date and time of day as publicly noted.
- 2.1.2 Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of one hundred twenty (120) days from the date of the bid opening unless otherwise stated by the bidder. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to the Invitation for Bids will be just cause for rejection as determined by the Town.
- 2.1.3 In the event of any conflicts between provisions contained in the General Conditions (Section 2 of 2.1 through 2.32) and Special Conditions (Section 3 of 3.1 through 3.23), the provisions contained in the Special Conditions shall govern.

2.2: SUBMISSION OF BIDS

- 2.2.1: Bidders must use the bid form(s) furnished by the Town. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- 2.2.2: Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3: GUARANTIES:

No guarantee or warranty is given or implied by the Town as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for bid purposes only and will be used for tabulation and presentation of the bid. The Town reserves the rights to reasonably increase or decrease quantities as required.

2.4: DELIVERY:

All items shall be delivered F.O.B. destination (i.e. at a specific Town of Bay Harbor Islands address), and delivery costs and charges (if any) will be included in the bid price.

2.5: MISTAKES:

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the bidder's risk and errors will not release the bidder from his responsibility as noted herein.

2.6: BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals, except for specified vegetation with appropriate identification, samples and/or specifications on such item(s). The Town shall be the sole judge concerning the merits of items proposed as equals.

2.6.1: Provision of written indication of intent to quote an alternative brand or model number, or designation of objective of the bid will be considered as a quotation in compliance with the specifications as listed, at the discretion of the Town, which would best serve the Town's interest.

2.7: MATERIAL:

Acceptance of any materials delivered under this bid shall remain the property of the seller until accepted to the satisfaction of the Town. In the event materials supplied to the Town are found to be defective or do not conform to specifications, the Town reserves the right to return the product(s) to the seller at the seller's expense.

2.8: PRICING:

Prices should be stated in units of quantity specified in the bid specifications. In case of a discrepancy, the Town reserves the right to make the final determination at the lower net cost to the Town.

2.9: TAXES:

Bidders should not include taxes in bid prices.

2.10: SAFETY STANDARDS:

The BIDDER warrants that the product(s) supplied to the Town conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by materials data safety sheets (M.D.S.S.) when applicable.

2.11: PAYMENTS:

- 2.11.1 As full compensation for satisfactory performance of the Specified Services, the Contractor agrees to charge and shall be paid by the Town the fees as set forth in the Contract.
- 2.11.2 Fees shall be paid in arrears each month, upon satisfactory completion of the Specified Services pursuant to a monthly invoice. Invoices shall be processed pursuant to Prompt Payment Act, Section 218.70, and Florida Statutes.
- 2.11.3 Contractor agrees to perform the Specified Services in accordance with the dates set forth in the Contract unless instructed otherwise by the Town Manager. Notwithstanding the dates set forth in the Contract, all plants, trees, and shrubs shall be pruned or trimmed as the health of the plant or shrub may require or as directed by the Town Manager, or designee.
- 2.11.4 Payment will be made **ONLY** after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

2.12: LIABILITY, INSURANCE, LICENSES & PERMITS:

Where bidders are required to enter onto Bay Harbor Islands property or public right of way to deliver materials or to perform work or services as a result of a bid award, the bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The bidder shall be liable for any damages or loss to the Town occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of this contract as a result of the bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency, required insurance coverages, or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County, or Town of Bay Harbor Islands Code, if any. **These documents shall be furnished to the Town along with the bid response.** Failure to furnish these documents or to have required licensure will be grounds for rejecting the bid and forfeiture of the bid bond.

- 2.12.1 The vendor shall furnish to the Town Manager, Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, certificate(s) of insurance which indicate that insurance coverages comply with Section 3.15 under Special Conditions of this bid.

2.13: COUNTY LICENSE:

Successful Contractor must currently hold a MIAMI-DADE County License for irrigation prior to beginning services under any contract awarded.

2.14: COMPLIANCE WITH LAW:

Bidder shall conduct its operations in compliance with all applicable federal, state, county and local laws; in providing any services hereunder.

2.15: ASSIGNMENT:

The contractor shall not transfer or assign the performance required by this bid without prior written consent of Bay Harbor Islands. Any award issued pursuant to this bid invitation and

monies which may be payable by Town are not assignable except with prior written approval of Bay Harbor Islands.

2.16: AWARD OF BIDS:

Bay Harbor Islands reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of bid(s) shall be made by the Town Council. The successful bidder shall execute a contract for Landscape and Irrigation Maintenance Services in a form of contract which is approved by the Town Attorney for form and legal sufficiency.

2.17: EVALUATION OF BIDS:

The Town, at its discretion, reserves the right to inspect any/all BIDDERS facilities to determine their capability of meeting the Towns' needs.

2.18: HOLD HARMLESS:

ALL BIDDERS shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees for their decision to reject, award or not award a bid, as applicable.

2.19: CANCELLATION:

Failure on the part of the vendor to comply with the conditions, specifications, requirements, and terms as determined by the Town, shall be just cause for cancellation of the award, with the vendor holding the Town harmless.

2.20: DISPUTES:

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the contractor and the Town department responsible for the administration of the contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the contractor, which shall be binding on both parties.

2.21: NONCONFORMANCE TO CONTRACT:

Bay Harbor Islands may withhold acceptance of, or reject items of services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at vendor's expense and redelivered at vendor's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Town shall have the right to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

2.22: DEFAULT PROVISION:

In Case of default by the BIDDER or contractor, Bay Harbor Islands may cancel the service agreements, procure the articles or services from other sources and hold the BIDDER or contractor responsible for any excess costs occasioned or incurred thereby.

2.23: INDEMNIFICATION:

The Contractor shall indemnify, save harmless, and defend Bay Harbor Islands, it's officers, agents and employees against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid and/or from any procurement decision of the Town including without limitation, awarding the contract to the contractor.

2.24: SECONDARY/OTHER VENDORS:

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek and obtain other sources without thereby violating the intent of the contract.

2.25: TOWN RIGHTS RESERVED:

Bay Harbor Islands reserves the right to reject all bids or to reject any bid not conforming to this Document, and to waive any irregularity or informality with respect to any bid. The Town further reserves the right to request clarification of information submitted and to request additional information from one or more bidders. The Town may also negotiate modification to bids deemed to be in the best interest of the Town.

2.26: PUBLIC ENTITY CRIME/DISQUALIFICATION

Pursuant to Section 287.133(3) (a), Florida Statute all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

2.27: CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Bay Harbor Islands or its agencies.

END OF SECTION 2

SECTION 3

TOWN OF BAY HARBOR ISLANDS INVITATION FOR BIDS FOR LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

SPECIAL CONDITIONS

3.1: SCOPE OF SERVICES:

3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of three (3) years with an opportunity for the Town to extend the contract for one (1) additional two-year period, at the same terms, conditions and specifications. If Contractor cannot renew at these same terms, conditions and prices, Contractor must notify Town on/or before 90 days of contract expiration date. The contract amount for the specified services, after the second contract year shall be computed and may be adjusted yearly by reference to the statistics published in the Monthly Labor Review by the United States Department of Labor, Bureau of Labor Statistics, designated "Consumer Price Index" as "All Items, All Urban Consumers, Miami-Ft. Lauderdale, Florida, 1982-84 = 100", ("CPI"). The Contract for the Specified Services shall be increased in an amount equal to the percentage by which the CPI for the month of August 2019 exceeds the Consumer Price Index for the month of August 2018. The Town Finance Director shall compute all approved CPI adjustments. Notwithstanding the foregoing, the Contract Amount for the third year of the Contract shall not exceed 2.5% of the prior year.

3.3: SCOPE OF WORK

3.3.1 Service Area will be The Public Areas, including the Public Rights of Way for Bay Harbor Islands, and other select areas as defined on the area map as Exhibit "A"

3.4 COMPLIANCE WITH LAWS, LICENSING REQUIREMENTS AND TERMS OF CONTRACT:

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether federal, State, County, or local and of any agency or such government, which relate to or in any manner affect the performance of this Contract. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), and any laws and regulations issued by Local County, State or Federal agencies.

3.5 STRIKES AND LOCKOUTS:

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the Contractor's employees, and there will be no lockouts by the Contractor for the duration of this Contract. The Contractor shall

make an attempt to obtain from any association representing the Contractor's employees a letter of understanding agreeing to support the Town fully in maintaining operations in every way.

Any employee who participates in or promotes an illegal strike, work stoppage, picket while working, slowdown, sick-out or concerted failure to refuse to perform assigned work may be discharged or otherwise disciplined by the Contractor.

It is recognized by the parties that the Town is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this section would give rise to irreparable damage to the Town and the public at large. Accordingly it is understood and agreed that in the event of any violation of this section, the Town shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law, including attorney's fees and full costs associated with the violation and restoration of service. In the event of a strike, work stoppage, or interference with the operations and accomplishment of the mission of the Town, the Contractor and any association representing the Contractor's employees shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

3.6: NO CONTINGENT FEE:

Contractor warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the Town shall have the right to terminate the agreement, without liability, at its discretion.

3.7: ATTORNEY'S FEES:

If the Town incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees.

3.8: ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING:

Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for the opening of the bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective bidders not later than five (5) days prior to the established bid opening date. Each prospective bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid form. In case any bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be considered as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective bidder to verify that he has received all addenda issued before bids are opened. Any questions regarding the specifications may be directed to Doug Armstrong, Asst. Public Works Director, located at 9655 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 or email to darmstrong@bayharborislands-fl.gov. Under no circumstances will the Town accept facsimile

transmissions in lieu of a sealed bid. Any bids received in the above manner will be deemed unresponsive and a “no bid” will be entered for the bidder.

3.9: BASIS OF AWARD:

Award will be made to the most responsive and responsible bidder. Evaluation criteria, in addition to those contained in Sections 2 of 2.16 through 2.19 of the General Conditions, are the fee proposed unit prices requested, quantity and quality of equipment and qualifications of personnel, experience, and the overall ability to perform the services requested, and the Best Value for the Town. Proposals will be evaluated as follows:

A) Key Cost, qualifications, and performance factors:

1. Base Bid Cost
2. Government (Municipal/FDOT Experience)
3. Contractor Facilities/Compound
4. Contractor Qualifications/Key Individual Experience
5. Governmental References
6. Contracts ‘In Progress’
7. All disciplines/services ‘In-House’
8. Insurance coverage over and above contract requirements
9. Additional Schedule of Values (Unit Prices)

3.10: BONDS:

The bidder must include a bid bond in the amount of five percent (5%) of the base bid. Such bond may be in the form of a certified or cashier’s check or security bond in the form shown as Appendix 1 to this bid. A company or personal check shall not be deemed a valid Bid Security. In addition, the successful bidder shall furnish a performance bond in the amount of 100% of the total Bid Price, with Bay Harbor Islands as the obligee, as security for the faithful performance of the contract. The bond shall be issued by a satisfactory surety company authorized to do business in the State of Florida and be in the form shown as Appendix 2 to this bid. The Performance Bond shall be in force for the duration of the project.

3.11: BID SECURITY FORFEITED, LIQUIDATED DAMAGES:

Failure to execute a contract in the form prepared by Town and to file an acceptable performance bond as provided herein within ten (10) days after written notice of award has been given shall be just cause for the annulment of the award by Town and the forfeiture of the bid security to the Town, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Awards may then be made to the next best responsible bidder or all bids may be rejected, as best meets the needs of the Town.

3.12: CONTRACT CONTINUITY:

In the event services are scheduled to end either by contract expiration or by termination by the Town (at the Town’s discretion), it shall be incumbent upon the contractor to continue the service, if requested by the Town, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.13: COMPLAINTS OR DISPUTES:

The contractor agrees that any complaints received by the Town concerning misconduct on the part of the contractor, such as poor services, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the Town Manager for appropriate action. The contractor agrees to make any complaints concerning Bay Harbor Islands available to the Town Manager or his designee for action as required, and the decision of the Town shall be final and binding.

3.14: LICENSING:

The successful bidder shall be licensed and certified by all appropriate County, State, and Local agencies. The contractor shall procure at its own expense, all necessary licenses and permits. The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County, and Town.

3.15: INSURANCE:

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be \$1,000,000 per occurrence.
2. A comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 for bodily injury and property damage per occurrence.
3. A worker's compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with F.S.S. 440.

Bay Harbor Islands shall be named as additional insured on policies listed as 1–3 of the contractor's above required policies of insurance except for the Workers Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the Town Manager.

The contractor agrees to indemnify, defend and hold harmless Bay Harbor Islands from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of contractor's performance or operations hereunder.

The contractor shall, in its contract with the Town, be required to indemnify and hold harmless the Town and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the Town or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of services by the contractor and/or its officers,

employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility of Contractor to indemnify, keep and save harmless and defend the Town and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the Town, and said documentation shall provide for the Town to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16: CONTRACTOR'S RELATION TO THE CITY:

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respects an agent, servant or employee of Bay Harbor Islands. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

3.17: DISCRIMINATORY PRACTICES:

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The company will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, or the Federal Government.

3.18: OTHER COMPLIANCE:

The contractor shall comply with all requirements of the Town's agreements with any other entity which concern the lands upon which the services are to be provided, upon notice from Town.

3.19: SUB-CONTRACTORS:

If the Contractor does not have a licensed pesticide applicator on staff then a pesticide sub-contractor may be used. All other disciplines must be on Contractor's staff. Sub-contractors are subject to compliance with all terms, conditions, and specifications contained herein. Sub-contractors are subject to approval by Bay Harbor Islands, at its sole discretion.

3.20: CONFIDENTIALITY

Bidders are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". If there is any apparent conflict

between Florida's Public records laws and this RFP, the law will prevail.

All Bids submitted in response to this solicitation become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the Town's rights hereunder.

3.21: MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal.

Any modification of a Proposal/Bid by the Proposer shall be submitted to the Office of the Town Manager's or designee prior to the Solicitation Due Date & Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope shall contain the same information as required for submitting the original Proposal. In addition the envelope shall be marked with a statement that this Proposal replaces the previously submitted Proposal. No modifications of a Proposal shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of a Proposal.

A Bid/Proposal may be withdrawn only by written communication delivered to the Office of the Town Manager's or designee prior to the Solicitation Due Date & Time. A Bid/Proposal may also be withdrawn after one-hundred and twenty (120) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the Town Manager's or designee at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.22: LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date & Time or prior to the expiration of One-hundred and twenty (120) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

3.23: TERMINATION OF CONTRACT

The Town reserves the right to terminate this any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Town will be relieved of all obligations under said contract. The Town will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

END OF SECTION 3

SECTION 4

TOWN OF BAY HARBOR ISLANDS INVITATION FOR BIDS FOR LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

TECHNICAL SPECIFICATIONS

A. LOCATIONS OF WORK

1. Accompanying these specifications is an area map defining areas to be maintained. By submitting a bid, the bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a bid. The Town reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

B. EQUIPMENT

1. All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of Bay Harbor Islands. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. All equipment will be inspected and evaluated by the Town prior to award of this bid.

A. Special equipment required (in addition to Standard Maintenance Equipment).

1. The contractor must **own** the following equipment at the time of bid submittal:

- * FDOT Compliant arrow board and 48 FDOT compliant traffic cones
- * Underground wiring location equipment
- * One hydraulic bucket-truck with a reach capacity of no less than 65 feet
- * One backhoe-front end loader combination machine (equivalent to a Ford F555 or larger)
- * One portable brush chipper with 20 cu yard capacity storage truck
- * Two (2) Utility Box Trucks or Vans
- * Two (2) fertilizer spreaders
- * One skid-steer Loader with the following accessories: Tree Boom, Fork, Bucket and Auger
- * One Twenty (20) cubic yard capacity dump truck.
- * (1) Utility cart that can traverse landscaped areas without damaging plants or irrigation
- * Four (4) 16" minimum chain saws.
- * A two-way communication system between all of the contractors service vehicles and their main office and Town personnel

C. SCOPE OF WORK

1. Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance and equipment. A manicured professionally groomed appearance is the desired result. The Town of Bay Harbor Islands requires the highest and best maintenance standards and practices. The Contractor is expected to maintain this project with the highest quality landscape maintenance standards possible consistent with these specifications and industry standards. The Contractors work will be inspected by the Town and the Town's Landscape Architect on a regular basis to assure strict compliance with these specifications. The Town's Landscape Architect will meet with the Contractor as needed, to review the overall maintenance.
2. Contractor shall maintain all other areas as required by Town during the course of this contract.
3. Contractor shall adhere to any Town noise ordinances.

D. REGULATIONS AND STANDARDS

1. Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- A. FDOT Florida Department of Transportation
- B. OSHA Occupational Safety and Health Act
- C. EPA Environmental Protection Agency
- D. All State and Federal labor standards and practices, as applicable
- E. FDEP Florida Dept. of Environmental Protection

E. SAFETY

1. Contractor agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Contractor safety includes the use of safety gear, traffic control and vehicle safety, at the Contractors sole expense.

F PROFESSIONAL ORGANIZATIONS

1. The contractor, as a minimum, must be a member, in good standing, of the following organizations:
 - A. Florida Nursery, Growers and Landscape Association (FNGLA)
 - B. Tree Care Industry Association (TCIA)
2. The Contractor shall provide proof of membership with the bid submittal, and submit concurrent proof of membership annually throughout the duration of the contract.
3. In addition, the Contractor must possess the following licenses and keep them current throughout the term of the contract:
 - A. Florida Pest Control Applicator License issued by the State of Florida for Lawn and Ornamentals (may be a sub-contractor).
 - B. Irrigation License from Miami-Dade County

G. DEFINITIONS

1. If the Contractor intends to use a pesticide sub-contractor to perform any work on this contract, this sub-contractor is subject to approval by Town, at its sole discretion.

2. Maintenance as defined for bid purposes shall include: Litter, trash, and debris removal and disposal; mowing; edging; shrub trimming; tree trimming; raking; sweeping; weeding, weed-eating, herbicide applications including preventive and corrective applications, fertilization, insect control including fire ant control, irrigation system repair, and Palm trimming.

H. **SPECIAL CONTRACT REQUIREMENTS**

1. The Contractor shall assign a contact person, who can communicate and is fluent in English, and who will be available as needed to consult with the Town and the Town Landscape Architect on all Town related issues. This position shall be defined as the person who has the authority to make immediate and binding decisions on behalf of the CONTRACTOR (without obtaining any approvals from others), regarding the disbursement of any resources needed including but not limited to chemicals, materials, equipment, labor, or otherwise as directed by the Town. The duties will be performed as follows:

- a. Shall be available to attend all meetings with the Town within 24 hours of notification.
- b. Shall be available to the Town within one (1) hour notification for emergencies.
- c. Shall be available to Town for routine, weekly, and as-needed inspections of all landscaped areas as directed by Town.
- d. Shall be available via telephone communications.

2. All of the contractor's employees must wear shirts or vests with orange reflective stripes that identify the company name, at all times. Bright orange T-shirts may be substituted at the Town's sole discretion on a temporary basis. Contractor shall have sufficient equipment, employees, and temporary personnel to effectively comply with the intent of these specifications. If the Contractor is unable to satisfactorily meet the criteria set forth in these specifications, the Contractor is to provide additional equipment and personnel, at the Town's sole discretion at no additional cost.

3. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria.

4. The Contractor, on an immediate and first priority basis, shall be able to provide the Town qualified personnel and appropriate equipment on a sustained basis to clear roads, right of ways, and perform any other work as assigned in the event an emergency or an Act of God (i.e. storm, tornado, or hurricane) at all times; or as deemed by the Town Manager or his designee. Contractor shall provide sufficient manpower and equipment to provide any emergency landscape services as needed on a 24/7/365 basis with one hour notification from Town. Work includes but is not limited to roadway clearing, irrigation repairs, extensive clean-up and disposal activities.

5. The Contractor shall be available to meet with all public utilities to locate all irrigation and hydraulic lines prior to excavation by the utility company.

6. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency and NPDES requirements, and is responsible for all non-compliance penalties.

7. The Contractor must have substantial experience in the landscape and irrigation maintenance of public rights-of-way including medians and high traffic roadways. This experience must include a minimum of five years experience in this type of work. Proof of such shall be required at bid submittal.

J. CONTRACTOR STAFF TRAINING AND EXPERIENCE

1. The Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance. The Town reserves the right to demand the replacement of Contractor's staff who do not meet the Town's standards for safety, professionalism, or horticultural knowledge. Additionally, any persons performing services for and within the town, a criminal background investigation check will be completed and submitted to the town prior to commencement of work.

2. All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five years combined horticultural education and experience. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name to ensure coordination and continuity.

3. All persons performing services within the Town shall at all times be and maintain legal status, as a duly approved citizen of the United States or a legal resident/immigrant, as determined by any and all laws, rules and regulations of any government agencies or the U.S. Courts.

4. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of a Certified Irrigation Technician.

5. All pesticide applications shall be performed by a Contractor (or sub-contractor) licensed and insured as a State of Florida Licensed Commercial Applicator. In addition, the staff doing the pesticide application shall be licensed as Commercial Operators. License numbers will be provided to the Village prior to award of Contract.

6. All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH (except Ficus) will only be performed under the supervision of an ISA certified Arborist.

K. REQUIREMENTS FOR IRRIGATION SYSTEM MAINTENANCE:

1. The Contractor is to be expected to be knowledgeable and familiar with the existing irrigation systems at the time of bid submittal and is responsible for the repair of all components to insure a continually efficient irrigation system. This includes the adjustments of the controllers to insure the correct amount of precipitation necessary for viable vegetative growth, always following any South Florida Water Management District drought guidelines. Contractor is to visually inspect all irrigated areas once per week to identify potential leaks as evidenced by water related plant stress, surface water, broken or damaged equipment, and paved surfaces and walls affected by irrigation spray. In addition, **Contractor is to perform wet tests once per month, or more frequently as required by the Town, at its sole discretion, and meter readings to verify viability of systems at least once per month. The Contractor is responsible for keeping all irrigation systems fully operational.**

2. All valves, controllers, heads, and other components must be maintained on a regular basis. This will include, but not be limited to, the adjustment of the throw of water of irrigation heads so as to minimize or eliminate the throw of water onto the public roadway, and the checking of breaks, and replacement of broken or stolen heads.

3. All irrigation breaks or malfunctions must be repaired by the Contractor within 24 hours notification by Town (including weekends). This includes all vehicular damage to irrigation and/or

landscape materials. Furthermore, all damages noticed by Contractor shall be reported to Town within 24 hours.

4. Irrigation repairs and maintenance shall not be sub-contracted. Contractor shall have sufficient labor, materials, tools, equipment, and qualified and certified supervision to adequately maintain irrigation systems to Town's specifications.

L. IRRIGATION REPLACEMENT, REPAIR & RETRO-FITTING

1. The Contractor will be responsible for the proper replacement, repair, or retro-fitting of all irrigation components. The wholesale cost of parts only will be borne by the Town, with proper documentation and approval by the Town's staff. Labor costs will be paid by the Town at the contract approved hourly rates.

2. Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by Town.

M. DELIVERY, STORAGE, AND HANDLING

1. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time. Store in manner to prevent wetting and deterioration.

N. FERTILIZER REQUIREMENTS

1. Fertilization will occur on Kane Concourse only.

O. MATERIALS

1. Fertilizer and insect/disease control materials (all rates as established by accepted horticultural standards, manufacturer's recommendations, soil testing, and as approved by Town's Landscape Architect).

2. Insect and disease activity, will be treated on an "as-needed" basis upon inspection.

P. KANE CONCOURSE FERTILIZATION

Kane Concourse Fertilization: Except for seasonal color fertilization, Town fertilization will occur on Kane Concourse only.

1. Ornamental Shrubs and Groundcover

a. Fertilization – Apply a quarterly application of 8-10-10 50% release sulfur coated granular fertilizer (Lesco or equal). Follow manufacturer's recommendations regarding application rate.

b. Insects, fungus and nuisance pest control: Provide monthly inspections to determine infestations and apply the required applications for control and eradication of the infestations, using Integrated Pest Management Principles.

2. Royal Palms

a. Fertilization – Apply (3) pounds of 12-2-14 50% sulfur coated special granular palm fertilizer to each palm each month (12 times per year).

b. Insect control – On a one (1) time per year basis, for control of red-eyed Royal Palm bug, use Merritt systemic insecticide root drench, 5 Gal. mix per application, following manufacturer's

recommendations regarding application methods.

Q. HERBICIDES/PESTICIDES: All herbicide/pesticide applications will be applied only by a State of Florida and Dade County licensed pesticide applicator. Proof of license must be supplied to Town prior to start of work. All MSTD data and other available documentation must be supplied to the Town prior to any application. Application schedules shall be submitted to the Town 10 days prior for approval.

1. Trees and palms within lawn area: Spray area 2" away from trunk with Round-up by Monsanto Manufacturing Company. Do not spray tree leaves, suckers, or open wounds. Do not use weed-eater for trees and palms within lawn area. (Do not spray herbicide near Phoenix Date Palms).

2. All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through the use of herbicide.

R. MOWERS AND EDGERS

1. All mowers shall be adjusted to appropriate cutting height as directed by Town, shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.

2. All mowers must be mulching-type mowers with no discharge allowed, or all clipping must be manually removed.

3. All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the Town at its sole discretion. All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.

4. Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

S. MULCH

1. Grade 'A' shredded Certified Premium mulch (provide evidence of type and grade of mulch, to Town, prior to delivery, for approval by the Town.

T. METHODS OF MAINTENANCE

1. Mowing of lawn areas

A. Pick up and dispose of litter within all areas to be maintained (not limited to bags, cans, and paper) prior to mowing. Contractor shall recycle whenever possible.

B. Use string trimmer for areas not accessible to mowing equipment. Trim around poles and other fixed objects within road right-of-way.

C. Mow and edge all lawn areas every fourteen (14) calendar days from October 1 thru April 1 and every seven (7) calendar days from April 1 thru October 1 (40 cuts), or as needed to maintain a neat clean appearance.

D. Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.

E. Weekend mowing is not allowed unless specifically authorized in writing by the Town.

2. Trimming

- A. Debris: Any debris generated by a trimming event, is to hauled away and disposed of on a daily basis. **This debris is to be disposed of at an EPA approved dump site.** The cost of hauling and dumping of debris is to be included in Item Nos. 1-4 in the Schedule of Values.
- B. Lift all trees over 20' height and adjacent to walks and vehicular areas to a minimum of 12' of clear trunk. Maintain minimum of 8' of clear trunk for all other trees.
- C. Trim shrubs and groundcover as directed by the Town.
- D. Hand clean/remove thatch build-up from Sea Oats on a consistent basis.
- E. Trim trees and palms in accordance with Tree Care Industry Association and Miami-Dade County Standards and Practices and as directed by the Town.
- F. Remove dead, dying, and "hanging" fronds from palms, except Royal Palms, as needed, for clean appearance.

3. Weeding

- A. Hand-pull weeds in shrub and ground cover area, as needed to maintain a clean appearance.
- B. Apply approved herbicides, as needed, to control weeds in sidewalk, decorative paver bullnoses, curb, catch basins, and gutter areas.
- C. Trees and palms within lawn area: Do not use string trimmers adjacent to trunks in order to avoid trunk damage. Maintain all tree and shrub beds in a weed free condition by hand pulling or chemical control, at each maintenance visit. Nut sedges shall be controlled by a product formulated specifically for their eradication. No green weeds shall be visible in any landscaped beds on the final day of each month.
- D. Haul away all trimming debris from site, and properly dispose of at contractor's expense.

4. Clean-up

- A. Using a mechanized low-decibel blower remove all debris from all walks, drives, roads, pedestrian areas, and areas at inside edge of curve at parking swale areas, as often as requested by Town.
- B. Remove all excess soil, trimmings, debris, and equipment from site after each visit.
- C. All debris removed from the Bay Harbor Islands is to be disposed of at an EPA and State of Florida approved dumping site, at Contractor's expense.

U. PAYMENT

1. As full compensation for satisfactory performance of the Specified Services, the Contractor agrees to charge and shall be paid by the Town the fees as set forth in the Contract.
2. Fees shall be paid in arrears each month, upon satisfactory completion of the Specified Services pursuant to a monthly invoice. Invoices shall be processed pursuant to Prompt Payment Act, Section 218.70, and Florida Statutes.
3. Contractor agrees to perform the Specified Services in accordance with the dates set forth in the

Proposal unless instructed otherwise by the Town Manager. Notwithstanding the dates set forth in the proposal, all plants and shrubs shall be pruned or trimmed as the health of the plant or shrub may require or as directed by the Town Manager, or Designee.

4. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Bay Harbor Islands may withhold payment or reject areas which are found, upon examination, not to meet the specification requirements. Upon written notifications of rejection, subject areas shall be rectified within five (5) calendar days by the Contractor at his expense. Rejected areas left longer than fifteen (15) calendar days will be regarded as abandoned. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet service schedules, may result in the Contractor being held in default and shall authorize the Town to terminate the contract upon notice to the Contractor.

END OF SECTION

BID FORM

BAY HARBOR ISLANDS INVITATION FOR BIDS LANDSCAPE AND IRRIGATION MAINTENANCE BID #BHI-183

I hereby propose to furnish the goods and services specified in the Invitation for Bid. I agree that my bid will remain firm for a period of 120 days after bid opened by the Town in order to allow the Town adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company named as Proposing Company and that said Company is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid; no officer, employee or agent of the Bay Harbor Islands or any other bidder has an interest in said bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # ____ Dated _____
Addendum # ____ Dated _____
Addendum # ____ Dated _____

Attached hereto are the following forms/documents which form a part of this bid:

Attachments

Bid Form
Respondent's Certification
No Bid or Proposal Response
Schedule of Values
Bidder's Qualifications Form
Agency References
Other References
Bid Exception Form
Indemnification Clause
Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes
On Public Entity Crimes

Business Entity Affidavit
Drug-Free Workplace Affidavit
Anti-Kickback Affidavit
Non-Collusive Affidavit
W-9 Request for Tax Identification and Certification

Name of Bidding Company

BY:

Signature

Name & Title, Typed or Printed

Mailing Address

Sworn to and subscribed before me

This _____ day of
_____, 20__

Notary Public
State of _____

My Commission Expired: _____

City, State, Zip Code

(____) _____
Telephone Number

Attest: _____

SEAL

(if Corporation)

BIDDER'S NAME: _____

COMPANY NAME: _____

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Corporation)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of
the _____
a corporation existing under the laws of-the-State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

RESOLVED, that, as _____ of the Corporation, be and is hereby authorized to
execute the proposal dated, _____, 20____ to Bay Harbor Islands from this
corporation and that his execution thereof, attested by the Secretary of the Corporation,
and with the Corporate Seal affixed, shall be the official act and deed of this Corporation

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
corporation on this the _____ of _____

Secretary _____

(SEAL)

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

RESPONDENT'S CERTIFICATION

CERTIFICATE

(if Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
the _____
a partnership existing under the laws of-the-State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the
Partnership, be and is hereby authorized to execute the proposal dated _____,
20____, to Bay Harbor Islands from this partnership and that his execution of thereof,
attested by the _____ shall be the official act and deed of this
Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20____

Secretary

(SEAL)

BAY HARBOR ISLANDS
“NO BID or PROPOSAL” RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

BAY HARBOR ISLANDS

We have declined to propose on **IFB #BHI-183**, for the following reasons:

- _____ We do not offer this service/product
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond/insurance requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone

Fax Number

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

**SCHEDULE OF VALUES
LANDSCAPE AND IRRIGATION MAINTENANCE**

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, placed, and accepted by the Town. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

ITEM #	Item	Six Month cost for Maintenance April-Sept.	Six Month cost for Maintenance Oct.-Mar.	TOTAL COST PER 12 MONTHS
1	Broad Causeway	\$	\$	\$
2	Kane Concourse	\$	\$	\$
3	East Island	\$	\$	\$
4	West Island	\$	\$	\$
Base Bid	Total Base Bid: Total of Items 1 through 4 constitute the Base Bid.	\$ _____ Total		
ADDITIONAL SCHEDULE OF VALUES				
A	Plant (2,500) Impatiens 4 1/2" Pot, with Atlas 3000 Soil and Fertilizer and remove existing	Per Plant delivered & in place \$ _____ x (2,500) = \$ _____ TOTAL		
B	Plant (2,500) Begonia 'Cocktail Series', 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	Per Plant delivered & in place \$ _____ x (2,500) = \$ _____ TOTAL		

C	Plant (2,500) Caladiums 'Florida Sweetheart' 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	Per Plant delivered & in place \$ _____ x (2,500) = \$ _____ TOTAL
D	Cost of Performance Bond after the initial (First) Contract Year.	Per Year Cost of Bond \$ _____
E	Trim Kane Concourse Royal Palms in Median and Sidewalk areas during evening hours only and (2) times per year including hauling and disposal of debris.	Per Trimming Event \$ _____ x (2) = \$ _____ TOTAL

F	One Landscape Superintendent	Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =\$ _____ Per Hour for all other times =\$ _____
G	One Landscape Laborer	Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =\$ _____ Per Hour for all other times =\$ _____
H	One Front-End loader with Backhoe including Operator	Per Hour = \$ _____ Per Day = \$ _____ Per Week = \$ _____ Per Month = \$ _____
I	One min. 15,000 GVM Dump Truck with Operator	Per Hour = \$ _____ Per Day = \$ _____ Per Week = \$ _____ Per Month = \$ _____
J	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = \$ _____
K	Rate for Lawn Sand delivered and installed in place	Per CY = \$ _____
L	One Irrigation Repair Specialist	Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = \$ _____ Per Hour for all other times = \$ _____
M	One Irrigation Laborer	Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = \$ _____ Per Hour for all other times = \$ _____

N	Solid St. Augustine 'Floritam' Sod in place for lawn repair	Per Square Foot = \$ _____
O	500 Sq. Ft. Palette of St. Augustine "Floritam" sod delivered and installed per Village direction	Per Palette = \$ _____
P	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = \$ _____ Per Day = \$ _____ Per Week = \$ _____ Per Month = \$ _____
Q	Plant 3 Gal. Clusia gutierrae (Small Leaf Clusia) and remove old plantings; fertilize	Per Plant in place = \$ _____
R	Plant 3 Gal. Chrysobalanus icaco 'Red Tip' (Red Tip Cocoplum) and remove old plantings; fertilize	Per Plant in place = \$ _____
S	Plant 3 gal. Conocarpus erectus 'Sericeus' (Silver Buttonwood) and remove old plantings, fertilize.	Per Plant in place = \$ _____
T	Plant 3 Gal. Coccoloba uvifera (Seagrape) and remove old plantings; fertilize	Per Plant in place = \$ _____
U	Plant 3 Gal. Schefflera Arboricola 'Trinette' and remove all plantings, fertilize.	Per Plant in place = \$ _____
V	Plant 3 Gal. Ficus microcarpa 'Green Island' (Green Island Ficus) and remove old plantings; fertilize	Per Plant in place= \$ _____
W	Plant 3 Gal. Ixora 'Nora Grant' (Pink Ixora) and remove old plantings; fertilize	Per Plant in place= \$ _____
X	Plant 3 Gal. Jasminum volubile (Wax Jasmine) and remove old plantings; fertilize	Per Plant in place= \$ _____
Y	Plant 3 Gal. Pittosporum tobira 'Variegata' (Variegated Pittosporum) and remove old plantings; fertilize	Per Plant in place= \$ _____
Z	Plant 3 Gal. Pittosporum tobira (Green Pittosporum) and remove old plantings; fertilize	Per Plant in place= \$ _____

AA	Plant 3 Gal. Conocarpus erectus (Green Buttonwood) and remove old plantings; fertilize	Per Plant in place= \$ _____
BB	Plant 1 Gal., 12" ht. Liriope 'Evergreen Giant' (Giant Lily-turf), and remove old plantings; fertilize	Per Plant in place= \$ _____
CC	Plant 1 Gal. Juniperus horizontalis (Blue Rug), and remove all plantings; fertilize	Per Plant in place = \$ _____
DD	Plant (1) Cocos nucifera 'Green Malayan', 8' G.W.	Per Palm in place = \$ _____
EE	Gold Premium Shredded Mulch, Grade 'A' or better, delivered and installed in place.	Per Bag = \$ _____ Per Cubic Yard = \$ _____ Per 20 Cubic Yard = \$ _____
FF	50 lb. bag of fertilizer, for seasonal color, by Helene Chemical Co., Ft. Pierce, FL., installed in place	Per Bag = \$ _____
GG	Plant (1) Roystonea regia (Royal Palm), 20' wood, Florida Fancy, installed in place and remove dead palm if existing	Per Palm in place = \$ _____
HH	Atlas 3000 Soil Mix	Per cu. yd. in place = \$ _____
II	50 lb. bag of 8-10-10 fertilizer 50% sulphur coated urea, installed in place	Per bag = \$ _____
JJ	50 lb. bag of 12-4-8 palm fertilizer 25% sulphur coated urea, installed in place	Per bag = \$ _____
KK	50 lb. bag of 16-4-8 turf fertilizer installed in place	Per bag = \$ _____

Note: The Town reserves the right to secure competitive bids for any and all items in the Additional Schedule of Values.

CONTRACT EXTENSIONS: Bay Harbor Islands hereby requests bids for a **three (3) year contract** for supplies and services. In addition, the Town reserves the right to extend this contract for one additional three (3) year term, providing both parties agree, and the extension is approved by the Town Manager.

BIDDER OFFERING FIRM PRICES FOR THE FIRST TWO YEARS OF THE CONTRACT PERIOD:

YES _____ NO _____

BIDDER OFFERING FIRM PRICES FOR THE THIRD YEAR (ONE YEAR) OF THE CONTRACT PERIOD, ADJUSTED BY THE "CPI":

YES _____ NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THE CONTRACT FOR A SECOND TWO YEAR TERM, ADJUSTED BY THE "CPI":

YES _____ NO _____

Bidder Name and Title

Company Name

Address

Phone

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

PROPOSER'S QUALIFICATIONS

(Page 1 of 4)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Bid.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 2 of 4)

4. Number of employees? _____
5. Number of employees assigned to this project? _____
6. If Proposer is an individual, corporation or a partnership, answer the following:

1000 Date of Organization _____

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

d. State whether a corporation _____. Date and place of incorporation _____.

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

7. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
8. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated? _____
9. Has your company ever failed to complete a bonded obligation or to complete a contract?
YES _____ NO _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 4)

a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting parties and disposition of matter:

b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

10. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

b. State the name of the individual(s) who will have personal supervision of the work, and what experience they have in supervising landscape maintenance:

11. List name and title of persons in your company who are authorized to enter into a contract with the Bay Harbor Islands, Florida for the proposed work should your company be the successful Proposer.

Name _____

Title _____

10. Describe your Company's experience in providing services to other agencies similar to the comprehensive service to be provided herein.

PROPOSER'S QUALIFICATIONS (continued)

(Page 4 of 4)

11. List the following information concerning all contracts in progress as of the date of submission of this Bid (in case of joint venture, list the information for all joint ventures.) If none, write "none".

Project Name	Owner	Total Contract Value	Contracted Date of Completion	Percentage of Completion (to date)

12. Has the Bidder or his/her representative inspected the areas to be maintained and does the Bidder have a complete plan for its performance?

13. Will you sub-contract any part of this work? If so, give details including a list of each Sub-Contractor that will perform work and the work that will be performed by each Sub-Contractor.

Classification of Work

Name and Address of Sub-contractor

Bidder Name and Title

Company Name

Address

Phone

AGENCY REFERENCES

BIDDER's shall submit as a part of their bid package, list of Agency, Address, Telephone & Fax Numbers, and Contact person for all Governmental Agencies for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

AGENCY REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES

BIDDER's shall submit as a part of their bid package, Agency, Address, Telephone & Fax Numbers, and Contact person for all Non-Governmental entities for which your firm have provided landscape maintenance services within the past five years. (*Indicates required information)

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

OTHER REFERENCES cont.

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

Name: _____

Contact Name: _____

*Address: _____

*Telephone No.: _____ *Fax No.: _____

Cell Phone No.: _____ Email: _____

Date of Contract : _____

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

BID EXCEPTION FORM

(See Bid Form)

The Company wishes to take exception to the following items:

Page	Item	Costs
------	------	-------

Bidder Name and Title

Company Name

Address

Phone

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, Bay Harbor Islands and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her

[Name of individual signing]

signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **BAY HARBOR ISLANDS, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20__.

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Bay Harbor Islands ("Town") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address	Suite	City	State	Zip Code
----------------	-------	------	-------	----------

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____ <i>Signature of Affiant</i>	_____ <i>Date</i>
_____ <i>Print Name</i>	
Sworn to and subscribed before me this _____ day of _____, 20 ____.	
Personally known _____	
OR _____	<i>Notary Public</i>
Produced identification _____	Notary Public – State of _____
_____ <i>Type of identification</i>	My Commission expires:

Printed, typed or stamped commissioned

**BAY HARBOR ISLANDS
INVITATION FOR BID
LANDSCAPE AND IRRIGATION MAINTENANCE**

IFB #BHI-183

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

FLORIDA STATE STATUTE 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (continued)

ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
 _____, as Principal, and _____,
 _____, as Surety, are held and firmly bound unto the Bay
 Harbor islands, a municipal corporation of the State of Florida in the penal sum of _____
 Dollars (\$ _____), lawful money of the United States, for the payment of
 which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
 successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the
 Principal has submitted the accompanying Bid, dated _____, 2010

For: **LANDSCAPE AND IRRIGATION MAINTENANCE**
BAY HARBOR ISLANDS, FLORIDA

NOW, THEREFORE,

1000 If said Bid shall be rejected, or in the alternate

- (b) If said Bid shall be accepted and the principal shall properly execute and deliver to said
 Town the appropriate contract documents (Contract for Services, Performance Bond,
 Insurance, etc.), and shall in all respects fulfill all terms and
 conditions attributable to the acceptance of said Bid,

then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly
 understood and agreed that the liability of the Surety for any and all claims hereunder shall in no
 event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond
 shall be in no way impaired or affected by any extension of time within which said TOWN may
 accept such BID; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their
 several seals this _____ day of _____, 2010, the name and the
 corporate party being hereto affixed and these presents being duly signed by its undersigned
 representative.

IN PRESENCE OF:

(SEAL)
Corporation, Individual or Partnership Principal

By: _____
(Contractor)

ATTEST:

Secretary (If Corporation)

(Business Address)

(City/State/Zip)

(Business Phone)

By: _____
(Surety)

By: _____(SEAL)
(Attorney-in-Fact)

By: _____
(Registered Florida Agent for Surety)

IMPORTANT Surety companies executing bond must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

PERFORMANCE BOND FOR LANDSCAPE AND IRRIGATION MAINTENANCE
BAY HARBOR ISLANDS, FLORIDA

KNOWING ALL MEN BY THESE PRESENTS, that _____,
As Principal, and _____, as Surety, are held and firmly bound
unto Bay Harbor Islands, Florida (herein "the Obligee") in the penal sum of
_____ (\$_____) dollars lawful money of the United
States of America for the payment of which sum of money, the principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally
and firmly by these presents:

WHEREAS, the principal has contracted with the Obligee to provide
_____, pursuant to contract of _____, 2010, (the
"Contractor");

WHEREAS, pursuant to the Contract, the Principal is required to provide to Obligee a
guarantee for the full and faithful performance by Principal of the Obligations imposed by this
contract.

NOW, THEREFORE, the conditions of this Bond are such, that if the above bounded
Principal shall in all respects comply with the terms and conditions of the Contract and
principal's obligations thereunder, and shall indemnify and save harmless the said Obligee
against or from all costs, expense, damage, injury, or loss to which the said Obligee may be
subjected by reason of any wrongdoing, misconduct, want or care of skill, negligence or default
on the part of said Principal, its agents or employees, in the performance of the Contract, then
this Bond shall be void, otherwise to remain in full force in effect.

This Bond shall remain in full force and effect for a period commencing upon the
effective date of the Contract and ending one (1) year after termination or expiration of the
Contract. All suits at law or in equity to recover on this Bond must be instituted within twelve
(12) months after the expiration of the Bond as referred to hereinabove.

IN WITNESS WHEREOF, the said _____,
As Principal herein has caused these presents to be signed in its name by _____,
_____, it's President or Vice President and attested by
_____, its Secretary or Assistant Secretary under its
Corporate Seal, and the said _____, as
Surety herein has caused these presents to be signed in its name by _____,
_____, its Attorney-in-Fact, and its Corporate Seal duly
attached by _____, it's Attorney-in-Fact,
hereunto affixed this day of _____, in the year 2010.

ATTEST

CONTRACTOR

BY: _____

BY: _____

TITLE

(SEAL)

ATTEST:

BY: _____

TITLE

BY: _____
SURETY

(SEAL)

ATTORNEY-IN-FACT

BY _____
Registered Florida
Agent for Surety

Approved as to form and sufficiency
By Town Attorney on behalf of the
Town of Bay Harbor Islands this _____ day of
_____, 2010.

BY: _____

SHERMAN LAW OFFICES
1000 Corporate Drive
Suite 310
Ft. Lauderdale, FL 33334
Craig Sherman, Esq.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	
☐ Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor, FL 33154
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

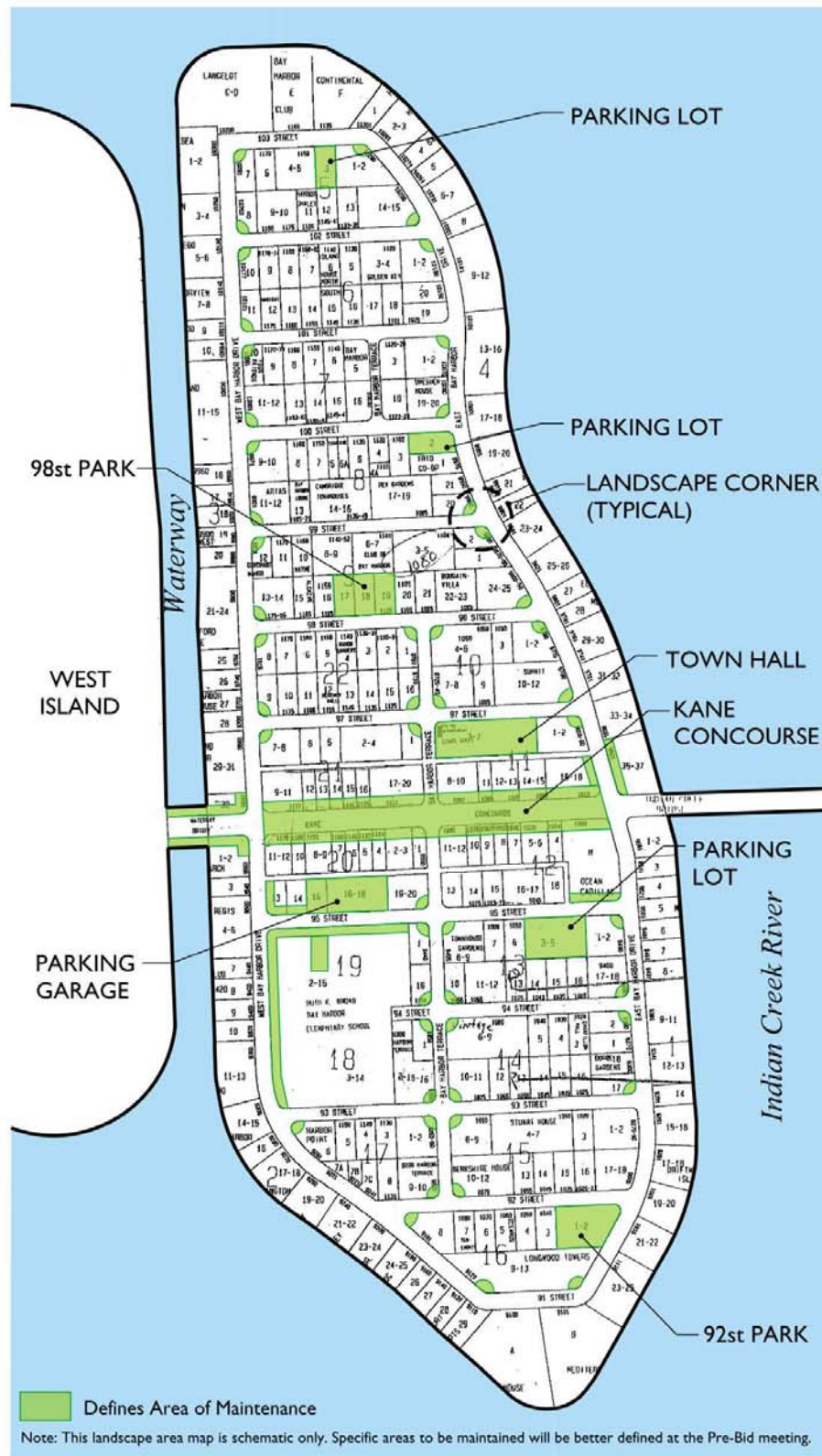
Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

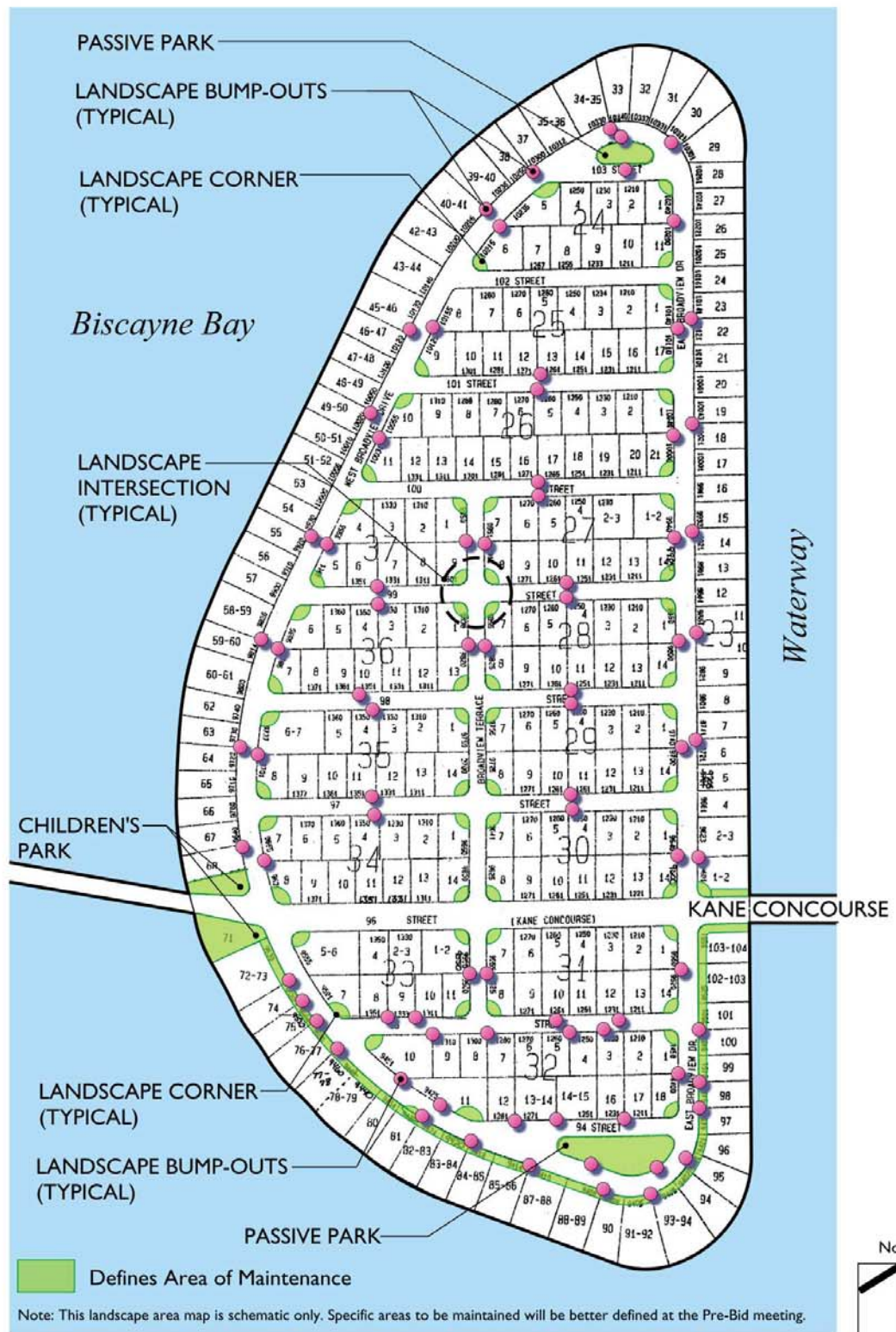
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



Bay Harbour Islands East Island - Landscape Area Map

Not to Scale

EXHIBIT A



Bay Harbour Islands West Island - Landscape Area Map

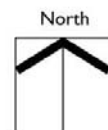
Not to Scale

EXHIBIT B



 Defines Area of Maintenance

Note: This landscape area map is schematic only. Specific areas to be maintained will be better defined at the Pre-Bid meeting.



Broad Causeway Island - Landscape Area Map

Not to Scale

EXHIBIT C